BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
   a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
   b. one individual file (PDF) of each previous environmental report; and,
   c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.
   Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.
   a. VIA SITE CONTROL DROPBOX:
      - Request an invitation to upload files to the Site Control submittal dropbox.
      - In the "Title" field, please include the following: "New BCP Application - *Proposed Site Name*".
      - After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
      - Application packages submitted through third-party file transfer services will not be accepted.
   b. VIA GROUND MAIL:
      - Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
      - Mail the external storage device to the following address:
        Chief, Site Control Section
        Division of Environmental Remediation
        625 Broadway, 12th Floor
        Albany, NY 12233-7020

SITE NAME: Coventry Commons	
Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments. If yes, provide existing site number: _____	○ **Yes** ● **No**
Is this a revised submission of an incomplete application? If yes, provide existing site number: C859036	● **Yes** ○ **No**

NEW YORK STATE | Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 16.1 – March 2025

SECTION I: Property Information

PROPOSED SITE NAME Coventry Commons

ADDRESS/LOCATION 132 Harrison Street

CITY/TOWN Town of Arcadia | ZIP CODE 14513

MUNICIPALITY (LIST ALL IF MORE THAN ONE) Village of Newark

COUNTY Wayne | SITE SIZE (ACRES) 5.31

LATITUDE			LONGITUDE		
°	‘	“	°	‘	“
43	02	56.9	77	05	33.5

Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting “p/o” in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
132 Harrison Street	68111	18	416166	5.31

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	◉	○
2. Is the required property map, provided in electronic format, included with the application? (Application will not be processed without a map)	◉	○
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See *DEC’s website* for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): ◉ 0% ○ 1-49% ○ 50-99% ○ 100%	○	◉
4. Is the project located within a disadvantaged community? See application instructions for additional information.	◉	○
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	○	◉
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	○	◉

SECTION I: Property Information (continued)	Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?	☐	
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.	☐	
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.	☐	
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____	☐	
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: 859036 Class: P	●	
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. Easement/Right-of-Way Holder — Description NYSEG (2) , Village of Newark — Electrical Service (2), Sanitary Sewer	●	
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): Type — Issuing Agency — Description	☐	
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?	●	

Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.

	Y	N
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.	☐	○
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?	☐	○
17. If you have answered *YES* to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?	☐	

NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.
Initials of each Requestor:

_____ BK _____ _____ _____ _____

SECTION II: Project Description

1. The project will be starting at: ◉ Investigation ○ Remediation

If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see *DER-10, Technical Guidance for Site Investigation and Remediation* for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

○ Yes ○ No ○ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☑ RIWP ☐ RAWP ☐ IRM ☐ No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued.
Is this information attached? ◉ Yes No

Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see *DER-31, Green Remediation*). Work plans, reports and design documents will need to be certified in accordance with DER-31.

5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts.
Is this information attached? ◉ Yes No

6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached?

Yes ◉ No

SECTION III: Ecological Concerns

	Y	N
1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site?		◉
2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources?		◉
3. Is/are there a/any Contaminant(s) of Ecological Concern?		◉

If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report.

4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application? N/A		◉

SECTION IV: Land Use Factors

1. What is the property's current municipal zoning designation? General Business (B-2)
2. What uses are allowed by the property's current zoning (select all that apply)?

   Residential ☑ Commercial ☑ Industrial ☐
3. Current use (select all that apply):

   Residential ☐ Commercial ☐ Industrial ☐ Recreational ☐ Vacant ☑

	Y	N
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	◉	
5. Reasonably anticipated post-remediation use (check all that apply): Residential ☑ Commercial ☐ Industrial ☐ If residential, does it qualify as single-family housing? N/A ○	○	◉
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?	◉	○
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	○	◉
8. Do current and/or recent development patterns support the proposed use?	◉	○
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.	◉	○
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary.	◉	○

SECTION V: Current and Historical Property Owner and Operator Information

CURRENT OWNER Coventry Commons Housing Development Fund Corporation		
CONTACT NAME Ben Lockwood		
ADDRESS 1201 E. Fayette St. - Suite 26		
CITY Syracuse	STATE NY	ZIP CODE 13210
PHONE 315-472-3820	EMAIL blockwood@housingvisions.org	
OWNERSHIP START DATE 12/19/2024		
CURRENT OPERATOR Coventry Commons Housing Development Fund Corporation		
CONTACT NAME Ben Lockwood		
ADDRESS 1201 E. Fayette St. - Suite 26		
CITY Syracuse	STATE NY	ZIP CODE 13210
PHONE 315-472-3820	EMAIL blockwood@housingvisions.org	
OPERATION START DATE 12/19/2024		

SECTION VI: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (*ASTM E1903*). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA: Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	☐	☐	☐
Chlorinated Solvents	☑	☑	☑
Other VOCs	☐	☐	☐
SVOCs	☑	☐	☐
Metals	☐	☐	☐
Pesticides	☐	☐	☐
PCBs	☐	☐	☐
PFAS	☑	☑	☐
1,4-dioxane	☐	☐	☐
Other – indicated below	☐	☐	☐

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:
   - Sample location
   - Date of sampling event
   - Key contaminants and concentration detected
   - For soil, highlight exceedances of reasonably anticipated use
   - For groundwater, highlight exceedances of 6 NYCRR part 703.5
   - For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application? ◉ YES ○ NO

4. Indicate Past Land Uses (check all that apply):

☐ Coal Gas Manufacturing	☑ Manufacturing	☐ Agricultural Co-Op	☐ Dry Cleaner
☑ Salvage Yard	☐ Bulk Plant	☐ Pipeline	☐ Service Station
☐ Landfill	☐ Tannery	☐ Electroplating	☐ Unknown

Other: Machine shop, cosmetics manufacturing, tinware manufacturing

SECTION VII: Requestor Information			
NAME Coventry Commons, LLC			
ADDRESS 1201 East Fayette Street, Suite 26			
CITY/TOWN Syracuse		STATE NY	ZIP CODE 13210
PHONE 315-472-3820	EMAIL blockwood@housingvisions.org		

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	◉	○
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the *NYS Department of State's Corporation & Business Entity Database.* A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	◉	○
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ○	◉	○
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of *DER-10: Technical Guidance for Site Investigation and Remediation* and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? **Documents that are not properly certified will not be approved under the BCP.**	◉	○

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Ben Lockwood			
ADDRESS 1201 East Fayette Street, Suite 26			
CITY Syracuse		STATE NY	ZIP CODE 13210
PHONE 315-472-3820	EMAIL blockwood@housingvisions.org		
REQUESTOR'S CONSULTANT (CONTACT NAME) Matt Walker			
COMPANY C&S Engineers Inc.			
ADDRESS 499 Col. Eileen Collins Blvd.			
CITY Syracuse		STATE NY	ZIP CODE 13212
PHONE (315) 455-2000	EMAIL mawalker@cscos.com		
REQUESTOR'S ATTORNEY (CONTACT NAME) Dale Desnoyers			
COMPANY Allen & Desnoyers LLP			
ADDRESS 120 Defreest Drive			
CITY Troy		STATE NY	ZIP CODE 12180
PHONE (518) 426-2288	EMAIL Dale@allendesnoyers.com		

SECTION IX: Program Fee		
Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of $50,000. Requestors may apply for a fee waiver with supporting documentation.		
	Y	**N**
1. Is the requestor applying for a fee waiver?	◉	
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information. Is the appropriate documentation included with this application? N/A	◉	

SECTION X: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	◉	○
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	○	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	○	◉
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	○	◉
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

☐ PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.	☑ VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum. NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?

◉ Yes ○ No ○ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐ Previous Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached? ◉ Yes ○ No ○ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information		
	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	○	◉
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: 859036 Class: P	◉	
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	○	◉
4. If the answer to question 2 or 3 above is *YES*, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. N/A	◉	
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	○	◉
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	○	◉

SECTION XII: Site Contact List

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.
- For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am President and CEO (title) of Coventry Commons, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 9/30/25 Signature: B Lockwood

Print Name: Ben Lockwood

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY
Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.
BCP App Rev 16.1

Please respond to the questions below and provide additional information and/or documentation as required. *Please refer to the application instructions.*	**Y**	**N**
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	◯	◯
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	◯	◯
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	◯	◯
4. Is the property upside down or underutilized as defined below?		
Upside down	◯	◯
Underutilized	◯	◯

From ECL 27-1405(31):
"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

From 6 NYCRR 375-3.2(l) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application)**:**
375-3.2:

(l) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
- (1) the proposed use is at least 75 percent for industrial uses; or
- (2) at which:
  - (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
  - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
  - (iii) one or more of the following conditions exists, as certified by the applicant:
    - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
    - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
    - (c) there are no structures.

"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).
   Check appropriate box below:

   ◯ Project is an Affordable Housing Project – regulatory agreement attached

   ◯ Project is planned as Affordable Housing, but agreement is not yet available

   ◯ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.

(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

   ◯ Yes – planned renewable energy facility site with documentation

   ◯ Pending – planned renewable energy facility awaiting documentation
   *Selecting this option will result in a "pending" status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

   ◯ No – not a planned renewable energy facility site

   If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

   ◯ Yes - *Selecting this option will result in a "pending" status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

   ◯ No

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

New York State Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM

BROWNFIELD CLEANUP PROGRAM APPLICATION

SUPPLEMENTAL AND SUPPORTING INFORMATION

for

Coventry Commons
132 Harrison Street
Village of Newark, Wayne County, New York
NYSDEC Site No. 859036

1st Submission: August 29, 2025
2nd Submission: September 30, 2025
3rd Submission: October 17, 2025

BCP APPLICATION – SUPPLEMENTAL AND SUPPORTING INFORMATION

132 Harrison Street, Village of Newark, Wayne County, New York

BCP APPLICATION – ADDITIONAL INFORMATION

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ATTACHMENTS

Attachment A Site Assessment / Investigation Documentation
Attachment B NYSDOS Database of Entities Printout and Corporate Resolution
Attachment C Access Authorization / Current Deed / Declaration of Interest and Nominee Agreement

BCP APPLICATION – SUPPLEMENTAL AND SUPPORTING INFORMATION

132 Harrison Street, Village of Newark, Wayne County, New York

Attachment D	Title Search
Attachment E	Repository Documentation
Attachment F	Affordable Housing Regulatory Agreement
Attachment G	Newark Code Enforcement Support Letter
Attachment H	Fee Waiver Request Letter
Attachment I	Supplemental Volunteer Status Statement

ACRONYM LIST

Acronym	Description
BCP Site, Site, Project, or Property	132 Harrison Street, Village of Newark, New York
BOA	Brownfield Opportunity Area
EJ	Environmental Justice
En-zone	Environmental Zone
ESA	Environmental Site Assessment
ESD	Empire State Development
FEMA	Federal Emergency Management Agency
NYSDEC	New York State Department of Environmental Conservation
PCB	Poly-chlorinated Biphenyls
SCO	Soil Cleanup Objective
SVI	Soil Vapor Intrusion
SVOC	Semi-Volatile Organic Compound
TOGS	Technical and Operational Guidance Series
USEPA	United States Environmental Protection Agency
USGS	United States Geologic Society
UST	Underground Storage Tank
Village	Village of Newark
VOC	Volatile Organic Compound

This document and its attachments supplement the Brownfield Cleanup Program (BCP) Application. The information is organized by the BCP Application sections. If no additional information is required, it is noted under its relevant section.

Section I: Property Information

The proposed Coventry Commons Site (Site) is located at 132 Harrison Street (SBL: 68111-18-416166) in the Village of Newark, Wayne County, New York, as noted in the form. **Figure 1** depicts the Site on a USGS 7.5-minute quadrangle map.

1. Tax Map Boundaries

The boundaries of the BCP Site correspond to the tax map boundaries. A Site Survey is attached as **Figure 2**. A Wayne County tax map is included as **Figure 3.**

2. Property Map

A map showing the proposed BCP Site on an aerial photograph is included as **Figure 4. Figure 5** shows parcel lines, tax map parcel numbers and owner information for adjacent parcels. **Figure 6** depicts land use for the local area**.**

3. Enzone

The Site is not located in an Enzone.

4. Disadvantaged Communities

The Site is located within a disadvantaged community (Census Tract 36117021200). The location of the Site within the disadvantaged community is depicted on **Figure 1**.

5. Brownfield Opportunity Area

The Site is not located within a Brownfield Opportunity Area**.**

6. Multiple Applications

The proposed project is a stand-alone project and is not the subject of multiple applications.

7. Source of Contamination

A chlorinated solvent source has been identified onsite.

12. Easements and Right of Ways

There are three perpetual easements on the Site. A sanitary sewer easement to the Village of Newark (Line 658 of Deeds Page 417) is present along the southeastern extent of the Site to Siegrist Street. A pole line easement to New York State Electric and Gas Corporation (Line 584 of Deeds Page 564) transects the southern extent of the site to Siegrist Street. A pole line easement to New York State Electric and Gas Corporation (Line 651 of Deeds Page 240) transects the northern extent of the Site to the intersection of East Sherman Avenue and Orchard Street. Easements are depicted in **Figure 2**.

14. Property Description Narrative

14.1 Location

The Site is located in the Village of Newark. The site is bounded to the north by East Sherman Avenue and a mixed-use commercial / residential area, to the south by Harrison Street and various commercial uses, east by Blackmar Street and residences, and west by a bank and electrical supply store.

14.2 Site Features

The Site is located at 132 Harrison Street in Newark, Wayne County, New York. The Site consists of tax map / parcel no. 68111-18-416166, which is 5.31 acres. The Site includes a 112,676 square-foot three-story building in the center of the property (e.g. the Main Building). There is an adjoining 39,576 square-foot single-story warehouse on the east side of the main building and a 5,280 square-foot two-story annex building on the south side of the property. There are asphalt parking lots to the north, south, and east of the main building and minimal greenspace on the north and south sides of the Site.

The Site is currently undergoing a historic rehabilitation of the Main Building and the Annex. The warehouse will be demolished as part of the ongoing redevelopment of the Site.

14.3 Current Zoning and Land Use

The Site and adjoining sites to the east and west are currently in zoned B-2 General Business. Uses permitted in zone B-2 General Business include, but are not limited to, accessory buildings, adult day-care facilities, art galleries, Auditorium/theaters, banks, bars, child day-care facilities, nursery schools, convenience stores, convention centers, mixed-use residential, farmers' markets, funeral homes, offices, fitness centers, libraries, lodging, museums, parks, places of worship, medical buildings, printing, recycling collection centers, retail, restaurants, and storage. Adjoining sites to the north are zoned R-1 Residential 1. Uses permitted in zone R-1 Residential 1 include, but are not limited to, single-family residences, family day-care, primary / secondary schools, government offices, home offices, parks, and places of worship.

According to a letter from the Village of Newark Code Enforcement Officer to Empire State Development, dated May 15, 2024, "The application's plan for the property located at 132 Harrison Street, in Newark will be up to code when complete as a mixed-use apartment building and is compliant with what we want to see in our downtown. The site is zoned B-2, General Business and a mixed-use apartment building is in compliance with all zoning ordinances. Final site plan approval has been granted by the Villate of Newark Planning Board." The Village of Newark Code Enforcement support letter is provided as **Attachment G**.

14.4 Past Use of the Site

The Site and surrounding areas have been associated with suburban development since at least 1890. The Site was occupied by residences from 1890 to 1906, and at the same time, the Main Building was constructed. Once the Main Building was complete, the Site began operating as a tinware manufacturing company. Later in 1912, it was further expanded to include a machine shop and boiler

house on the north side of the Main Building. There was also coal, lumber and hay storage since 1912 and a junk yard present in 1924 until about 1963. In 1963, cosmetic manufacturing began under C.H. Stewart and Co. for about 23 years (there are no records of new ownership until 1986, when Newark SC Admin offices remained for at least ten years). From 2000 to 2008, the building was occupied by Synergy Marketing Group. From 2008 to 2012, the building housed the Victim Rescue Center of Wayne County. From 2016 to 2022, the building was used solely by HPH Precision Machining Inc.

Remedial Events Prior to BCP sampling

Two 12,000-gallon No. 2 fuel oil USTs and approximately 200 tons of fuel-impacted soil were removed from the Site in October 2013. Confirmatory soil samples indicated that VOCs were below applicable standards and two SVOCs slightly exceeded standards. NYSDEC deemed that no further remedial work was required at the time. Spill No. 13-07418 was assigned to the release. Besides, the removal of the USTs and associated impacted soil, no remedial events are known to have been completed.

14.5 Site Geology and Hydrogeology

The topography of the Site and immediately surrounding area slopes gently toward the north. Topographic elevations at the Site range from approximately 441 feet above mean sea level (amsl) at the south end to approximately 437 feet amsl at the north end.

According to the US Department of Agriculture (USDA) online web soil survey, the surficial geology of the Site consists of Phelps gravelly loam. Based on previous investigations, those soils are brown / gray / tan in color and are principally silty sands with gravel. Urban Land is also present and contains historic fill material (HFM). HFM is non-native material, deposited on a site to create useable land, and generally was contaminated prior to emplacement. The HFM includes brick, ash, cinder, and coal.

The Site is located approximately 500 feet north of the Erie Canal and 1,000 feet southwest of an unnamed tributary of Ganargua Creek. The tributary flows in a general northerly direction and drains into Ganargua Creek at a point approximately 5,700 feet north of the Site. Ganargua Creek meanders through the area on a general easterly course, ultimately draining into the Eris Canal near the Village of Lyons, New York. Collectively, these waterbodies are part of the Seneca, Oneida, Oswego watershed.

Based on previous investigations and the recent Site Characterization field work, the depth to groundwater is approximately 15 feet below grade and groundwater flow is to the northeast at an gradient of 0.004 feet per linear foot from the south to north extent of the Site. Groundwater flow specific to the Site could be different from the regional flow. Potential influences include local drainage features, seasonal groundwater level fluctuations, subsurface geology, surface topography, and / or other local features.

There are no surface water bodies or mapped wetlands located on or immediately adjacent to the Site. The Site is not shown as located in a flood zone on Federal Emergency Management Agency (FEMA) mapping.

Drinking water and sanitary sewer service are provided by the Village of Newark. The drinking water is sourced from Canandaigua Lake. Before distribution, the water is filtered by slow sand filtration,

diatomaceous earth pressure filtration, vacuum filtration, and sodium hypochlorite is added for disinfection. Other subsurface utilities at the Site include natural gas, electric, and stormwater.

14.6 Environmental Assessment

Phase II Environmental Site Assessment, Proposed Coventry Commons, Newark, New York, January 2023, by C&S Engineers.

The investigation was performed due to the findings of three previous reports: Phase I Environmental Site Assessment (Phase I ESA) by Ravi Engineering and Land Surveying (Ravi) in July 2022, a Phase II ESA in November 2020 by Neu-Velle LLC (Neu-Velle), and a Phase I ESA by LaBella Associates, P.C. (LaBella) in July 2019. The 2022 Phase I ESA identified the following Recognized Environmental Conditions (RECs):

- Approximately 100 years of site use for manufacturing (cosmetics, tinware, jewelry)
- Railroad tracks on the Site

The Phase I identified Spill No. 13-07418, related to the closure of two 12,000-gallon fuel oil underground storage tanks (USTs) in 2013, as a Historic Recognized Environmental Condition (HREC). The tanks were noted to be in poor condition and soil staining was observed below the tanks. Two hundred tons of fuel oil impacted soil was removed for offsite disposal. Confirmatory soil samples were able to be collected from under the tank and the eastern sidewall. Other locations were apparently inaccessible due to slumping sidewalls and the proximity of the building. The samples were analyzed for STARS-List VOCs and SVOCs. On the east sidewall, two SVOCs (benzo(b)fluoranthene and indeno(1,2,3-cd)pyrene slightly exceeded their respective Soil Cleanup Objectives (SCOs). The respective results were 1.2 ppm compared to the current Unrestricted Use SCO of 1 ppm, and 0.556 ppm compared to the current Unrestricted Use SCO of 0.5 ppm. The spill was closed in January 2022, and the closure note states: "Based on the work completed and low levels of petroleum compounds in soil, no further remedial work deemed necessary at this time."

Due to the above, Ravi performed a limited Vapor Intrusion Assessment (VIA) in August 2022. The assessment included the collection of one indoor air, one sub-slab soil vapor sample, and one outdoor air sample. The results of the testing indicated elevated trichloroethene (TCE) in the indoor air in the Warehouse on the east-central portion of the Site. TCE was present at 3.5 micrograms per cubic meter ($\mu g/M^3$) in the indoor air and 47 $\mu g/M^3$ in the sub-slab vapor.

Based on the results of the Phase I ESA and limited VIA, C&S designed the Phase II to focus on the following areas:

- Subsurface soils throughout the Site. These efforts included the advancement of 15 soil borings and the collection and analysis of 15 soil samples for Target Compound List (TCL) and Commissioner Policy 51 (CP-51) volatile organic compounds (VOCs).

- Groundwater conditions throughout the Site. These efforts included the advancement of five temporary groundwater monitoring wells and the collection and analysis of three shallow groundwater samples (two wells did not produce water) for TCL VOCs.

- Sub-slab and indoor air conditions. These efforts included the collection and analysis of three co-located indoor air / sub-slab soil vapor samples, and one ambient air sample.

C&S' Phase II ESA of the Site was conducted on November 1 and 2, 2022. The following summarizes and discusses the results of this Investigation.

Subsurface Soil Samples

A total of 15 soil borings were advanced throughout the Site to a depth of approximately 15-20 feet below ground surface (bgs). Within soil boring SB-09, photoionization detector (PID) detections were present at concentrations of 60 parts per million (ppm) at an approximate depth of 10-12 feet bgs. This boring location was advanced within the area of the former USTs. Evidence of impacts were not observed in the adjacent / proximate borings (SB-10, 11, 12). A soil sample was collected from SB-9 at the interval that displayed the highest observable contamination. Evidence of impacts was not observed in the remaining borings. VOC concentrations did not exceed any applicable SCO in the subsurface soil samples. Semi-volatile organic compound (SVOC) analysis was not performed. Based on the UST Closure Report, it is documented that visual and olfactory evidence of heating oil impacts and slight exceedances of SVOCs were present at the time of UST closure.

Groundwater Samples

Five temporary monitoring wells were installed across the Site to allow collection of shallow groundwater samples at the water table. Due to insufficient recharge in MW-1 and MW-2, they could not be sampled. As such, three groundwater samples were collected and analyzed. VOC concentrations were below NYSDEC Technical and Operational Guidance Series 1.1.1 (TOGS) standards. However, detectable concentrations of TCE and tetrachloroethene (PCE) were present in each well. TCE and PCE values at MW-4 were 1.8 parts per billion (ppb) and 4.1 ppb, respectively. TCE and PCE values at MW-3 and MW-5 were less than 1 ppb. The TOGS limits for TCE and PCE is 5 ppb.

Soil Vapor / Air Samples

Seven samples were collected and analyzed for VOCs via USEPA Method TO-15. These samples were collected from multiple locations with one indoor air / sub-slab co-located sample collected within the office building, one co-located sample collected in the former boiler room, and one co-located sample collected in the main warehouse structure. An ambient upwind outdoor air sample was also collected from the west side of the Site.

TCE was detected in two of the three indoor air samples. The NYSDOH guidance value is 2 $\mu g/M^3$. TCE was detected at a concentration of 2.5 $\mu g/M^3$ in sample IA-2. The concentration of sample IA-3 approached the AGV and was at a concentration of 1.6 $\mu g/M^3$. TCE was also detected in corresponding co-located sub-slab soil vapor samples. TCE was detected at a concentration of 600 $\mu g/M^3$ in sample SS-2 and a concentration of 28 $\mu g/M^3$ in sample SS-3. TCE is in the NYSDOH Decision Matrix A. Based on the concentrations at IA-2 / SS-2 and IA-3 / SS-3, mitigation is required.

Phase I Environmental Site Assessment, Coventry Commons, 130-132 Harrison Street, Newark, New York, November 2024, by C&S Engineers.

An updated Phase I ESA was requested by entities involved in the approval / financing of the project. The Phase I ESA identified the following evidence of a Recognized Environmental Conditions:

- Historical metal plating and cosmetics manufacturing that may have utilized per- and polyfluoroalkyl substances (PFAS) in the process.

- The former 12,000-gallon No. 2 fuel oil USTs. As indicated above, the 2022 Phase I ESA by Ravi indicated that the USTs were a HREC. However, soil must meet Unrestricted Use SCOs to meet the definition. Although the NYSDEC deemed that no additional remedial work was required, C&S deemed the condition a REC to align with the Phase I standard.

The Phase I ESA identified the following Vapor Encroachment Concerns / Recognized Environmental Conditions:

- Elevated TCE concentrations in the sub-slab soil vapor and indoor air.

- 175 West Union Street – Former drycleaner with significant chlorinated solvent contamination and off-site vapor encroachment concerns.

Phase II Environmental Site Assessment, Coventry Commons, 130-132 Harrison Street, Newark, New York, November 2024, by C&S Engineers.

The November 2024 Phase I ESA identified a concern not identified in the previous Phase I ESAs, which was the potential previous use of PFAS during manufacturing processes onsite. Based on the USEPA Interim Guidance on the Destruction and Disposal of Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Materials Containing Perfluoroalkyl and Polyfluoroalkyl Substances (USEPA, 2024), metal plating and cosmetics manufacturing are considered secondary industries that are known to have used PFAS in their operation. Per the guidance document, PFAS releases are possible at any stage of the industrial processes. C&S designed a Phase II that focused on the areas of the Site that were judged most likely to have been impacted by the use or surface releases of PFAS. Efforts were generally focused to the rear of the building (north) where the loading docks and former wastewater treatment facilities were located. The effort was not intended to be a full site characterization to delineate the horizontal and vertical extent of contaminants. The scope of the Phase II ESA included the advancement of six soil borings and three temporary groundwater monitoring wells, and the collection and analysis of six soil samples and three groundwater samples for PFAS.

The upper five feet of soil from each boring was analyzed for PFAS. The analytical results were compared to the guidance values provided in Sampling, Analysis, and Assessment of Per- and Polyfluoroalkyl Substances (PFAS) Under NYSDEC's Part 375 Remedial Programs (NYSDEC, 2023). The document provides guidance values for two PFAS compounds: Perfluorooctanesulfonic Acid (PFOS) and Perfluorooctanoic Acid (PFOA). *The* majority of the PFAS compound concentrations were below laboratory detection limits. The concentration of PFOS in the sample from SB-206 (0'-5') was 0.00293 parts per million (ppm), which exceeds the Unrestricted Use SCO of 0.00088 ppm, but is below the

Restricted Residential Use SCO of 0.044 ppm. There were no guidance value exceedances in the other five samples. The results show compliance with the guidance values intended for a site with a multi-family apartment.

Each of the three monitoring wells was also sampled for PFAS and the analytical results were also compared to the NYSDEC PFAS guidance document. PFOS and PFOA concentrations were below guidance values in the sample from MW-201. PFOS in MW-202 and MW-203 ranged from 0.0275 to 0.035 micrograms per cubic liter (ug/L), as compared to a guidance value of 0.0027 ug/L. PFOA in MW-202 and MW-203 ranged from 0.0239 to 0.0448 ug/L, compared to a guidance value of 0.0067 ug/L. MW-202 is located to the north of the building on the hydraulically downgradient side of the Site, while MW-203 is located to the south of the building on the hydraulically upgradient side of the Site.

Site Characterization Report, Coventry Commons, 130-132 Harrison Street, Newark, New York, August 2025, by C&S Engineers

This report is currently being prepared and has not been submitted to the Department. However, soil and groundwater data summary tables and a figure detailing the results of the groundwater sampling were provided to the Department via email on July 11, 2025.

Seven soil borings were advanced to refusal. The borings were advanced using 4.25-inch I.D. hollow-stem augers. Continuous soil sampling was performed as each boring was advanced using 2.125-inch O.D. direct-push samplers with disposable acetate liners. The final depths were between 27 and 52 feet below grade, with all but one boring being 41 to 52 feet deep. The shallowest boring encountered refusal at 27 feet in the southwest portion of the Site and the deepest boring encountered refusal at 52 feet in the northern portion of the Site.

From each boring, numerous soil samples were collected, including one sample for a full suite of analysis [(Target Compound List (TCL) VOCs + TICs, TCL SVOCs + TICS, pesticides, herbicides, polychlorinated biphenyls (PCBs), target analyte list (TAL) metals including mercury and cyanide, PFAS, and 1,4-dioxane)] and several samples for VOCs. VOCs samples were collected based on evidence of impairment (if observed), at the groundwater interface, at the overburden/bedrock interface, above any zones of limited permeability, such as clay lenses, or otherwise as to be representative of conditions along the vertical column. A total of seven full suite samples and 58 VOC samples were collected for analysis. QA/QC samples were also collected per the SC Work Plan. Slight odors were noted at seven to eight feet and 15 to 16 feet below grade at SB-303, although the corresponding samples did not indicate any contaminants exceeding Unrestricted Use SCOs. Contaminants that exceeded a SCO included:

- PCE and TCE exceeded the Unrestricted Use SCO (UU SCO) at one to two feet below grade at SB-302. The corresponding concentrations were 2.5 and 2 ppm. PCE was also present at a concentration of 2.5 ppm at 23 to 24 feet below grade. The Restricted Residential Use SCOs (RR SCO) for PCE and TCE are 19 and 21 ppm, respectively.

- Nickel slightly exceeded the UR SCO of 30 ppm at SB-302. The concentration was 41.1 ppm at 13 to 15 feet below grade. The RR SCO is 310 ppm.

After completion of the soil borings, groundwater monitoring wells were installed at the same locations. Due to the potential that the primary contaminants of concern can result in accumulations of dense non-aqueous phase liquids (DNAPL), well screens were placed to intercept groundwater at the overburden/bedrock interface in the bottom 10 feet of the borehole. The wells were subsequently developed and sampled and the data indicates:

- TCE is present at MW-302 at 8.2 ppb, which exceeds the groundwater standard of 5 ppb. TCE and PCE are present in MW-301 at 24 and 210 ppb, which exceed their groundwater standards of 5 ppb. TCE and PCE are present in MW-303, but their respective concentrations of 1.5 and 3.3 ppb, are below the groundwater standard. MW-305 is located upgradient to the south of the boiler room and MW-304 is located cross-gradient to the east / southeast of the boiler room. TCE and PCE at these locations were either non-detect or well below groundwater standards.

- PAHs were present at concentrations greater than groundwater standards at MW-305 and 306. The concentrations were 0.04 ppb or less, compared to the standard of 0.002 ppb.

- Hard water inorganics (e.g. iron, magnesium, sodium) were present in the majority of the wells at concentrations greater than their respective standards. Some heavy metals (e.g. arsenic, chromium, lead) were also present at concentrations greater than their respective standards at MW-301. Although, it is suspected that the concentrations may be related to the turbidity of the well effluent. Testing for total and dissolved metals is planned for the next sampling event in an attempt to resolve if there is a concern in this area.

Exceedances of TCE and PCE in the soil and groundwater are limited to the northwest / northcentral portion of the Site. Based on additional recent testing (see discussion on the boiler room below), it is possible that the impacts emanated from a source in the northwest portion of the Main Building, where a boiler room and machine shop were historically present.

Former Boiler Room Soil Testing, July 2025, C&S Engineers.

C&S is currently providing onsite construction observation and support. On July 10, 2025, the site contractor was cutting the concrete floor in the basement to allow for excavation and installation of buried utilities. The basement is located in the northern portion of the Main Building and was the historical boiler room. During the saw cutting process, it was discovered that the former fuel oil lines were cast into the concrete. An oil sheen was observed on the concrete cutting water that was pooled on the surface. The section of concrete that contained the fuel oil piping was cut out and stockpiled onsite. Sheens were absorbed with oil absorbent pads. The soil below the piping had physical evidence of petroleum impacts, such as staining, odors, and detectable volatile organic vapors (VOVs) measured by a PID. Soil from the utility excavations in other areas didn't exhibit obvious staining or odors, but VOVs were recorded by the PID. The concrete containing the fuel oil piping was placed in the same stockpile as soil and absorbent pads. Additional excavation is planned for the boiler room and the soil will likewise be placed in the existing pile. A spill was reported to the NYSDEC Spill Hotline and assigned number 25-03526.

C&S collected two soil samples from below the piping and three additional soil samples from the utility trenches. The samples were collected in the upper 12 inches of soil and analyzed for VOCs and SVOCs.

The analysis results indicate that PCE and TCE concentrations at three of the five locations exceed Protection of Groundwater SCOs (PGW SCO) and RR SCOs. PCE ranged from 38 to 44 ppb, compared to a PGW SCO of 1.3 ppm and a RR SCO of 19 ppm. TCE ranged from 47 to 70 ppm, compared to a PGW SCO of 0.47 ppm and a RR SCO of 21 ppm. Benzene, ethylbenzene, and toluene concentrations exceed the PGW SCOs under the former piping. Several PAH concentrations exceed PGW and RR SCOs at three of the five sampling locations.

Soil, groundwater, and soil vapor data summary tables are provided as **Tables 1A through Table 3B**. Soil, groundwater, and soil vapor contaminants that exceed applicable standards are provided on **Figure 7, Figure 8, and Figure 9** respectively**.**

Section II: Project Description

The Site is located at 132 Harrison Street in the Village of Newark, Wayne County, New York. The Site includes a 112,676 square-foot three-story building in the center of the property (e.g. the Main Building). There is an adjoining 39,576 square-foot single-story warehouse on the east side of the main building and a 5,280 square-foot two-story annex building on the south side of the property. There are asphalt parking lots to the north, south, and east of the main building and minimal greenspace on the north and south sides of the Site. The Reed Manufacturing Co. Plant, located at 132 Harrison Street, Newark, NY was first developed in 1903 as a factory and an office building, producing tinware and wash-boilers. Closed during WWII due to materials shortages, it was resurrected in 1949 by C.H. Stuart for cosmetics manufacturing and warehousing of the iconic Sarah Coventry lines of jewelry, cosmetics, and housewares. In 1985, the building was sold and has subsequently been leased as warehouse and manufacturing space. The Site is currently vacant and undergoing rehabilitation. **Figure 1** depicts the Site on a USGS 7.5-minute quadrangle map.

The Property was acquired by the Requestor in December 2024. The Requestor is currently completing a historic rehabilitation of the building for residential use (apartments). The completed project is expected to provide approximately 101 affordable residential units totaling approximately 73,375 square feet. Restricted-Residential Use Soil Cleanup Objectives (SCOs) are applicable to the redevelopment project and applied in this application. The remedial program is expected to begin in the spring of 2026 and the Volunteer is endeavoring to obtain a Certificate of Completion (COC) in December 2026.

The project will be a substantial rehabilitation of the three-story factory building, with demolition of two warehouse areas and three smaller areas on the first floor. The two-story annex building on the south edge of the site will also be substantially rehabilitated into 3 one-bedroom and 2 two-bedroom apartment units. This roughly $57.9 million historic redevelopment project includes new HVAC, plumbing, mechanicals, site work, fire suppression, utilities and masonry work. The project also includes the installation of new high-speed internet at the Site.

The Site currently includes small parking areas to the north, south and southeast of the main three-story building. Demolition of the two warehouse areas to the east will create additional area for parking. The new plan will provide 115 parking spaces. A playground is planned to the west of the annex building; the space currently includes a playground, but it is anticipated that it will need to be upgraded or replaced to meet HCR standards.

The reuse of the Property is planned to utilize Historic Tax Credits (Federal and New York State) as well as New York State Homes and Community Renewal (HCR) funding.

The Project site is located in the Village of Newark in Wayne County, a block or so north of the canal and relatively close to the Village center. It is in a mixed commercial district with nearby uses related to building material suppliers, professional services, retailers and some residential uses further northeast. The main commercial district in the Village center is a few blocks south near Main and Miller Streets with municipal services, restaurants, grocery stores and banks, and auto services. Other commercial uses are concentrated on the western end of the Village around the Wegmans plaza with national and regional fast food, banks, service businesses and the Newark Community Health offices with the hospital campus to the northeast.

Work plans, reports, and design documents will be include green and sustainable remediation practices and be certified in accordance with DER-31. Best Management Practices (BMPs) that are likely to be implemented to achieve the green remediation concepts described in NYSDEC DER-31 may include:

- Minimization of mobilizations and carpooling
- No idling of equipment
- Material re-use and recycling, and use of construction materials made from recycled material
- Use of proximate disposal facilities
- Use of proximate aggregate, topsoil, pavement, and concrete material facilities
- Utilization of labs with sustainable practices
- Solar charging of monitoring equipment

Sustainable practices will be fully detailed in work plans, reports, and design documents.

Estimated Project Schedule:

August 2025	Brownfield Cleanup Program (BCP) Application Submission and Remedial Investigation Work Plan (RIWP) Submission
November 2025	BCP Acceptance
November 2025	Brownfield Cleanup Agreement (BCA) Executed and RIWP Approved
November / December 2025	Remedial Investigation (RI)
January 2026	RI / Alternatives Analysis (AA) Report Submission and Approval
March 2026	Remedial Action Work Plan (RAWP) Submission and Approval
May 2026	Decision Document
June 1, 2026	Draft Environmental Easement (EE) submitted
Spring 2026	Remediation Commencement
August 1, 2026	Draft Site Management Plan (SMP) Submission
October 1, 2026	Construction Complete, SMP Approved, EE Executed, Draft Final Engineering Report (FER) Submission
October 15, 2026	EE Recorded and Notices Provided
November 15, 2026	FER Submitted in Final Form
December 2026	Certificate of Completion (COC) Issued

Section III: Ecological Concerns

A desktop review for ecological resources was performed for the Coventry Commons Site located at 130 Harrison Street, Newark, Wayne County, New York (parcel ID: 68111-18-416166).

The New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (ERM), in accordance with the New York Natural Heritage Program (NYNHP), was consulted to identify rare or state listed animals or plants, or significant natural communities within the project site. The Environmental Resource Mapper indicated that the project site is not in the vicinity of records of rare, threatened, or endangered species. The Environmental Assessment Form (EAF) Mapper was also consulted and indicated no endangered or threatened species and no rare plants or animals are within the vicinity of the Site.

The U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) online service was consulted for this project. The USFWS Official Species List dated September 25, 2025 lists one mammal, northern long-eared bat (*Myotis septentrionalis*), and one insect, monarch butterfly (*Danaus plexippus*). Lastly and according to the IPaC system, there are no critical habitats located within the Site and review of aerial imagery indicates that the Site does not contain stands of trees or forest except for a few lone trees on the Site. Further, no tree clearing is proposed. The nearest potential suitable habitat for northern long eared bat is approximately 1,000 feet from the Site. In general, noises from construction can average around 80 to 90 decibles (dB), with certain activities like drilling reaching 110 dB. A noise level of 90 dB at its source will only be about 40 dB at a 1,000 foot distance (nearest potential suitable habitat). A noise level of 110 dB will be approximately 60 dB at a 1,000 foot distance (nearest potential suitable habitat). The Site is located within an urban area; noise levels in busy urban areas are approximated at 75 dB. Noises associated with construction activities are temporary and are likely not out of character in relation to ambient noise levels in the area. Additionally, a NYSDEC review of northern long-eared bat occurences by town from 2022 indicated that there are no known summer or winter occurrences of northern long-eared bat in Wayne County, New York. Regarding monarch butterfly, based on USFWS website, the monarch butterfly is listed as a proposed threatened species and therefore currently has minimal protection under ESA Section 7(a)(4).

The NYSDEC ERM was also reviewed for surface water and wetland resources. NYSDEC previously mapped freshwater wetlands are located approximately 3,400 feet north of the AOI (NE-49) and 3,830 feet northeast of the AOI (NE-36). NYSDEC mapped informational freshwater wetlands are located with 2,680 feet north and east of the Site. NYSDEC mapped streams are also located in the vicinity of the Site; Barge Canal (Class C with C standards) is mapped approximately 550 feet south of the Site. Military Run (south of Erie Canal) (Class C with C(T) standards) is mapped approximately 2,160 feet southwest of the Site. Military Run (north of Erie Canal) is mapped approximately 1,615 feet north and 2,600 feet east of the Site. There are no state mapped wetlands or surface waters within the Site. Further, a new stormwater system is being installed which will help prevent contamination of nearby water resources.

National Wetland Inventory (NWI) resources are also mapped in the vicinity of the Site. A seasonally flooded, excavated, intermittent riverine stream bed system (R4SBCx) is mapped approximately 1,050 feet northeast of the Site. A seasonally flooded/saturated palustrine forested broad-leaved deciduous system is mapped approximately 2,600 feet east of the Site, associated with an R4SBCx system. A permanently flooded, excavated, lacustrine limnetic system with an unconsolidated bottom (L1UBHx), associated with

Barge Canal, is mapped approximately 450 south of the Site. There are no mapped federal wetlands or surface waters within the Site. The proposed new stormwater system will help prevent adverse impacts to nearby water resources.

Review of the EAF Mapper indicated that the Site is not within a designated river corridor under the Wild, Scenic and Recreational Rivers Program. Additionally, review of the EAF Mapper indicated that the Site is also outside of designated coastal zones. Review of the NYSDEC ERM, EAF Mapper, and NYSDEC InfoLocator do not indicate any state forests, forest or nature preserves, significant natural communities, or wildlife management areas within 0.5 mile of the Site.

Overall, the project is not anticipated to adversely impact fish, wildlife, or ecological resources within 0.5 mile of the Site. No rare, threatened, or endangered species, including bats, were indicated within 0.5 mile of the Site based on the NYSDEC ERM and EAF Mapper. The USFWS IPaC system indicated potential presence of northern long-eared bat and monarch butterfly. No tree clearing is proposed and noises associated with construction, particularly as those noises reach an approximate 1,000 foot distance from the Site (nearest potential suitable habitat), are not expected to be out of character with ambient noise in the area. Additionally, a NYSDEC review of northern long-eared bat occurences by town from 2022 indicated that there are no known summer or winter occurrences of northern long-eared bat in Wayne County, New York. Based on USFWS website, the monarch butterfly is listed as a proposed threatened species and therefore currently has minimal protection under ESA Section 7(a)(4). No state or federally mapped wetlands or surface waters are located within the Site. Construction best management practices (BMPs), as well as a new stormwater system being installed, will help prevent adverse impacts to any nearby water resources during construction and operation of the Site. No other resources, including wild and scenic rivers, coastal zones, state forest, forest or nature preserves, significant natural communities, or wildlife management areas were identified within 0.5 miles of the Site during the desktop review.

Section IV: Land Use Factors

1. Current Zoning

The Site and adjoining sites to the east and west are currently in zone B-2 General Business. Uses permitted in zone B-2 General Business include, but are not limited to, accessory buildings, adult day-care facilities, art galleries, Auditorium/theaters, banks, bars, child day-care facilities, nursery schools, convenience stores, convention centers, mixed-use residential, farmers' markets, funeral homes, offices, fitness centers, libraries, lodging, museums, parks, places of worship, medical buildings, printing, recycling collection centers, retail, restaurants, and storage. Adjoining sites to the north are zoned R-1 Residential 1. Uses permitted in zone R-1 Residential 1 include, but are not limited to, single-family residences, family day-care, primary / secondary schools, government offices, home offices, parks, and places of worship.

2. Current Uses: Summary of Business Operations

The Site includes a 112,676 square-foot three-story building in the center of the property (e.g. the Main Building). There is an adjoining 39,576 square-foot single-story warehouse on the east side of the main building and a 5,280 square-foot two-story annex building on the south side of the property. There are asphalt parking lots to the north, south, and east of the main building and minimal greenspace on the north and south sides of the Site.

The Site is currently undergoing a historic rehabilitation of the Main Building and the Annex. The warehouse will be demolished as part of the ongoing redevelopment of the Site.

3. Intended Use – Post Remediation

The anticipated post remediation use of the site is an apartment building. The completed project is expected to provide approximately 101 affordable residential units totaling approximately 73,375 square feet. The anticipated reuse of the Site will provide 115 parking spaces. A playground is planned to the west of the annex building; the space currently includes a playground, but it is anticipated that it will need to be upgraded or replaced to meet HCR standards.

4. Current, Historical and/or Recent Development Patterns

Population, housing values, and the number of manufacturing jobs have declined since the 1970s. As such, the area in which the proposed BCP Site is located has been the focus of public interest concerning the stabilization of existing neighborhoods and plan for future growth.

5. Consistency with Zoning

The Site is currently in zone B-2 General Business. The Project will use the existing buildings as mixed-use residential and commercial. Uses permitted in zone B-2 General Business include, but are not limited to, accessory buildings, adult day-care facilities, art galleries, auditorium/theaters, banks, bars, child day-care facilities, nursery schools, convenience stores, convention centers, mixed-use residential, farmers' markets, funeral homes, offices, fitness centers, libraries, lodging, museums, parks, places of worship, medical buildings, printing, recycling collection centers, retail, restaurants, and storage. Thus, the project is consistent with current zoning.

6. Consistency with Plans

The Finger Lakes Regional Economic Development Council (FLREDC) 2011 Strategic Plan identifies regional economic conditions and opportunities and establishes an economic development vision and strategy. Key plan goals include accelerating job creation and strengthening the region's quality of life. To promote economic growth, the Plan identifies community development and housing as a critical issues that need to be addressed to promote economic growth. The Coventry Commons redevelopment project is anticipated to offset the housing shortage.

The Village of Newark was awarded a $10 million Round 5 Downtown Revitalization Initiative (DRI) award on December 2, 2021, to propel community and regional revitalization. The award recognizes the Village of Newark's commitment to downtown revitalization through recent investments, local planning initiatives, and infrastructure improvements. The Proposed BCP Site was identified as a strategic development site within the DRI Strategic Investment Plan. The Coventry Commons redevelopment project is anticipated to meet the following goals:

- Support the cultural, historic, and culinary identity of the region
- Rebuild and repurpose downtown Newark

The DRI Strategic Investment Plan also identified that over 75% of local employees commute into the Village of Newark for work. The significant number of employees that commute to Newark daily represents a potential housing demand market that could be met with the Coventry Commons redevelopment project.

Section V: Current and Historical Property Owner and Operator Information

The Site consists of 132 Harrison Street (SBL: 68111-18-416166), as noted in the form.

1. Parcel owner / operator name and information are provided below:

Current Owner: Coventry Commons Housing Development Fund Corporation / Coventry Commons, LLC *
Mr. Ben Lockwood, Managing Member
Coventry Commons, LLC
1201 East Fayette Street, Suite 26
Syracuse, NY 13210
(315) 472-3820
blockwood@housingvisions.org

* Coventry Commons Housing Development Fund Corporation, the nominal legal owner and record title holder of the Site, is a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York. Coventry Commons, LLC, the Requestor and Volunteer, is a New York limited liability company and the beneficial Site owner. Coventry Commons, LLC retains all of the equitable and beneficial ownership of the fee interest in the Site.

The members of Coventry Commons, LLC are Housing Visions Consultants, Inc. and NEW CDM, LLC.

Housing Visions Consultants, Inc.
C/O Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, NY 13202
(315) 472-3820
blockwood@housingvisions.org

NEW CDM, LLC
9055 Brewerton Road
Brewerton, NY 13029
Christopher Pisanti
Christopher.pisanti@cdmcny.com
(315) 430-2068

Former Owners: Graybill Real Estate LLC
Rod Graybill
513 West Union Street, Suite 98

Newark, New York 14513
(315) 573-3924
rigraybill@aol.com

The application has not had dealings with other previous owners and therefore does not have their contact information.

Current / Former Operators:

Contact information for any previous operators is not known.

2. Previous Property owners, occupants, and information

The parcel was obtained by Coventry Commons Housing Development Fund Corporation from Graybill Real Estate LLC on December 26, 2024.

The current tax parcel historically consisted of numerous parcels. The following ownership history was taken from six separate abstracts of title.

Abstract 1 – "Land on the North Side of Harrison Street"

- March 2, 1881: Samuel and Hannah Ferguson to James Miller
- April 30, 1885: Ursula Bender to James Miller
- April 1, 1899: Catherine Crater to James Miller
- May 13, 1897: Edgar Miller and John Miller (executors) to Audesse Van Wormer
- May 13, 1897: Edgar Miller and John Miller (executors) to Alice Gray
- June 16, 1904: Alice Gray to Reed Manufacturing Company
- July 21, 1927: James O'Grady (executor) to Joseph and Josephine Ruffalo
- July 25, 1927: Joseph and Josephine Ruffalo to Peter Hosenfeld
- March 18, 1930: Joseph and Josephine Ruffalo to William Grippin
- March 21, 1930: William and Etta Grippin to Ida Bolkosky
- December 29, 1939: County Treasurer to Elmer Cunningham
- August 14, 1940: Elmer Cunningham to Benjamin and Augustus Bolkosky
- February 15, 1962: Morris Bolkosky to Ralph Bolkosky
- February 14, 1962: Augustus Bolkosky to Ralph Bolkosky
- April 28, 1969: Ralph Bolkosky to John Bilotta
- October 18, 1972: John Bilotta to C.H. Stewart and Co. Inc.
- June 17, 1985: Sarah Coventry Inc. (successor to C.H. Stuart) to Rodney Graybill
- December 21, 1998: Rodney Graybill to Graybill Real Estate, LLC.

Abstract 2 – "Parcel North Side Harrison & Siegrist Streets South Side East Sherman Avenue West Side Blackmar Street"

- October 21, 1946: Muriel and Peter Magagna to Throwsters Associates, Inc.
- April 6, 1949: Throwsters Associates, Inc. to Silver Counselors, Incorporated
- June 24, 1949: Silver Counselors, Incorporated to C.H. Stuart & Co. Inc.

- June 17, 1985: Sarah Coventry Inc. (successor to C.H. Stuart) to Rodney Graybill
- December 21, 1998: Rodney Graybill to Graybill Real Estate, LLC.

Abstract 3 – "Lot 31, West Side Blackmar Street"

- December 25, 1894: Frederick and Theresa Hoffman to Herman Bobrowsky
- November 16, 1940: Herman Bobrowsky to Edward and Edith Libbert
- July 26, 1973: Edward and Edith Libbert to C.H. Stuart & Co. Inc.
- June 17, 1985: Sarah Coventry, Incorporated (successor to C.H. Stuart) to Rodney Graybill
- December 21, 1998: Rodney Graybill to Graybill Real Estate, LLC.

Abstract 4 – "Lot 30 Siegrist Subdivision West Side Blackmar Street"

- November 27, 1903: Ella Winnegar to Ada Mills
- July 29, 1935: Ada Mills to George Mills
- February 7, 1955: George Mills to Edward Mills
- June 26, 1956: Edward Mills to John Drummond
- July 21, 1973: John Drummond to C.H. Stuart & Co. Inc.
- June, 1985: Chase Lincoln First Bank and US Dept. of Commerce to Sarah Coventry, Incorporated (successor to C.H. Stuart)
- December 21, 1998: Rodney Graybill to Graybill Real Estate, LLC.

Abstract 5 – "Land on the North Side of Siegrist Street"

- March 31, 1897: Frederick Hoffman to George Briggs
- January 31, 1890: Marvin Greenwood to George Briggs
- March 30, 1879: Alois and Mary Ann Siegrist to George Briggs
- March 30, 1897: George Briggs to Mary and Elroy Briggs
- February 25, 1898: Mary and Elroy Briggs to Ida White
- July 11, 1901: Ida White to Fred Gardner
- May 28, 1910: Ida White to Hattie Peacock and Belle Thorpe
- November 10, 1924: Harry and Lulu Shutrum to Guiseppe and Vittoria Bramante
- May 29, 1946: Guiseppe and Vittoria Bramante to Ruth DeBruyne
- March 29, 1921: Hattie Peacock and Belle Thorp to Harry and Lulu Shutrum
- June 24, 1949: Silver Counselors Incorporated to C.H. Stuart & Co. Inc.
- November 13, 1975: Pasquale Bramante (executor) to C.H. Stuart & Co. Inc.
- June 17, 1985: Sarah Coventry, Incorporated (successor to C.H. Stuart) to Rodney Graybill
- December 21, 1998: Rodney Graybill to Graybill Real Estate, LLC.

Abstract 6 – "Land on West Side of Blackmar Street"

- July 30, 1932: William and Katherine Roche to Vincent Federico
- May 21, 1949: Vincent Frederico to Alfred and Angeline Renzi
- February 10, 1967: Alfred Renzi to C.H. Stuart & Co. Inc.
- June 17, 1985: Sarah Coventry, Incorporated (successor to C.H. Stuart) to Rodney Graybill
- December 21, 1998: Rodney Graybill to Graybill Real Estate, LLC.

The current deed is provided in **Attachment C** and the title abstracts are provided in **Attachment D**.

Based on information in the most recent Phase I ESA, the operations / occupants / operators at the Site have included:

Date Range	Operations / Operator	Note
1890 – 1906	Residential	
1906 – 1963	Tinware Manufacturing	Included a machine shop, boiler house, coal storage, junk yard, lumber yard, hay storage
1963 – 1986	CH Stewart and Co Cosmetics Manufacturing	
1986 – 2012	Administrative Offices	
2016 – 2022	HPH Precision Machining Inc.	

Section VI: Property's Environmental History

Environmental Reports

A summary of previous environmental investigations are depicted in **Section I** above. Previous environmental reports are included in **Attachment A**.

Site Figures

Numerous figures have been generated depicting pertinent details concerning the site and adjacent properties. These figures are referenced throughout this document.

Past Land Uses:

The Site and surrounding areas have been associated with suburban development since at least 1890. The Site was occupied by residences from 1890 to 1906, and at the same time, the Main Building was constructed. Once the Main Building was complete, the Site began operating as a tinware manufacturing company. Later in 1912, it was further expanded to include a machine shop and boiler house on the north side of the Main Building. There was also coal, lumber and hay storage since 1912 and a junk yard present in 1924 until about 1963. In 1963, cosmetic manufacturing began under C.H. Stewart and Co. for about 23 years (there are no records of new ownership until 1986, when Newark SC Admin offices remained for at least ten years). From 2000 to 2008, the building was occupied by Synergy Marketing Group. From 2008 to 2012, the building housed the Victim Rescue Center of Wayne County. From 2016 to 2022, the building was used solely by HPH Precision Machining Inc.

Adjacent Usage:

The Site has been surrounded by both residential and commercial / industrial properties since at least the 1890s. These properties include an industrial woodworking facility to the west, that has been adjacent since at least 1898 up until 1963. The facility was a refrigeration manufacturer before that from 1890. The rest of the surroundings properties were residences and have been since 1890 up until 2024.

Section VII: Requestor Information

The requestors are:

Coventry Commons, LLC
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Authorized Representative: Mr. Ben Lockwood
Phone: (315) 472-3820
Email: blockwood@housingvisions.org

The members of Coventry Commons, LLC are Housing Visions Consultants, Inc. and NEW CDM, LLC.

Housing Visions Consultants, Inc.
C/O Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, NY 13202

NEW CDM, LLC
9055 Brewerton Road
Brewerton, NY 13029
Christopher Pisanti
Christopher.pisanti@cdmcny.com
(315) 430-2068

New York State Department of State Corporation & Business Entity Database printouts for the volunteer and LLC / Corporation members are provided in **Attachment B**. An executed corporate resolution from Coventry Commons, LLC authorizing Mr. Lockwood to act as representative in BCP application is also located in **Attachment B**.

Section VIII: Requestor Contact Information

No additional information is required.

Requestor's Authorized Representative:

Mr. Ben Lockwood
President and CEO
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210
(315) 472-3820
blockwood@housingvisions.org

Requestor's Consultant:	Matt Walker C&S Engineers, Inc. 499 Colonel Eileen Collins Blvd. Syracuse, NY 13212 Phone: 315-703-4323 Fax: 315-703-9667 mawalker@cscos.com
Requestor's Attorney:	Dale Desnoyers Allen & Desnoyers LLP 120 Defreest Drive Troy, New York 12180 Office: 518-426-2288 Dale@allendesnoyers.com

Section IX – Program Fee

The Applicant plans to redevelop the Site 100% for purposes of providing affordable housing to the community. The Village has an immediate need for quality affordable housing. The Project will utilize various State funding sources, including, for example, funds from Housing Finance Agency ("HFA"), NYS Homes and Community Renewal ("HCR"), Downtown Revitalization Initiative and Restore New York Communities Initiative ("Restore NY"). A complete breakdown of public and private funding is provided in the table below:

Permanent Sources	Public/Private	Amount	Date Awarded
HFA First Mortgage	Public	$2,100,000	12/19/24
HFA NCP	Public	$9,440,325	12/19/24
HCR Accrued Interest during Construction	Public	$695,044	12/19/24
HCR CEI Funds	Public	$1,262,500	12/19/24
Federal Low Income Housing Tax Credits	Private	$14,563,082	12/19/24
State Low Income Housing Tax Credits	Private	$13,350,961	12/19/24
Federal Historic Tax Credits	Private	$7,728,934	12/19/24
State Historic Tax Credits	Private	$3,749,588	12/19/24
DRI Funds	Public	$2,000,000	1/3/23
Sponsor Note	Private	$2,310,000	12/19/24
Special Member Contribution	Private	$100	12/19/24
Managing Member Contribution	Private	$100	12/19/24
RESTORE Funds	Public	$1,000,000	8/9/24
Deferred Developer Fee	Private	$812,592	12/19/24
Total Permanent Sources		**$59,013,225**	

This Project will provide necessary and quality affordable housing to serve the Village. The Project will add approximately 101 new quality affordable housing units within the Village. There is an urgent need for quality affordable housing within the Village and across Upstate New York. The State has made it a priority to significantly grow the number of affordable housing projects, and waiver of the BCP application fee would facilitate this goal.

Accordingly, the Applicant will agree to a provision in the Brownfield Cleanup Agreement ("BCA") which states that the Applicant will redevelop the Site with the dedication of 100% of the residential rental or home ownership units within the Project to tenants or homeowners at a defined maximum percentage of area median income based on the occupants' household annual income, consistent with the requirements of its funding sources. The regulatory agreement with the NYS Housing Finance Agency is provided as **Attachment F**.

For these reasons, Applicant respectfully submits that a waiver of the $50,000 BCP application fee is appropriate. A formal fee waiver request letter is provided as **Attachment H**.

Section X – Requestor Eligibility

Coventry Commons Housing Development Fund Corporation is the current owner of the Site as of December 11, 2024. Coventry Commons, LLC, the Volunteer, was named in a December 26, 2024 Declaration of Interest and Nominee Agreement as a Beneficial Owner. Coventry Commons Housing Development Fund Corporation and Coventry Commons, LLC have not operated or been involved with the site at any time prior to the purchase, and has had no legal relationship with or to any prior owner.

The Requestor is a Volunteer to the BCP, with any liability arising solely as a result of its purchase of the Site, with the intent to remediate and redevelop the Site. Prior to purchasing the Site, the Requestor had no control over the Site whatsoever. Also prior to purchasing the Site, the Requestor undertook a process of due diligence to identify the existence and any potential sources of contamination at the Site. Specifically, in determining that the Site could be remediated and redeveloped, the Requestor relied upon the following professional reports ("Reports"):

- *Phase I ESA, 130-132 Harrison Street, July 2019*, by LaBella Associates, P.C.
- *Phase II ESA, 130-132 Harrison Street, November 2020,* by Neu-Velle LLC.
- *Phase I ESA, 130-132 Harrison Street, July 2022*, by Ravi Engineering and Land Surveying.
- *Phase II Environmental Site Assessment, Proposed Coventry Commons, Newark, New York, January 2023*, by C&S Engineers.
- *Phase I Environmental Site Assessment, Coventry Commons, 130-132 Harrison Street, Newark, New York, November 2024*, by C&S Engineers.
- *Phase II Environmental Site Assessment, Coventry Commons, 130-132 Harrison Street, Newark, New York, November 2024,* by C&S Engineers.

Coventry Commons, LLC engaged the environmental engineering firm of C&S Engineers, Inc. to conduct Phase I and Phase II site investigations. Copies of the reports are provided as **Attachment A**.

Since pursuing the purchase and re-development of the Site, the Requestor has been working diligently with the NYSDEC to determine that the BCP is the best path forward for the Site, and the Requestor has begun the process of retaining licensed and reputable engineers and contractors, to ensure all appropriate care is taken to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

As such, the Requestor meets the statutory definition of a Volunteer. A Supplemental Volunteer Status Statement is provided as **Attachment I**.

The current deed detailing the Volunteer's ownership of the Site as well as the December 26, 2024 Declaration of Interest and Nominee Agreement and Access Authorization are provided as **Attachment C**.

Section XI - Property Eligibility Information

The Site is not on the National Priorities List, not subject to permitting under ECL Article 27-16305, not subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10, and not subject to current state or federal enforcement actions related to hazardous waste or petroleum.

The Site is currently not listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State, but designated as Site Number 859036 with a Classification of P pursuant to ECL 27-1305. The Volunteer is cooperating under the existing agreement and is currently performing Site Characterization as described in **Section I**.

The anticipated post remediation use of the site is an apartment building. The completed project is expected to provide approximately 101 affordable residential apartment units. In order to do so, the Volunteer, at a minimum, must remediate the Property to Restricted-Residential Use Soil Clean-up levels (Track 4) under 6 NYCRR Part 375.

The Site has been used for industrial and commercial purposes since approximately 1906. Site ownership and operation details are provided previously in **Sections IX and IV**. Currently the Site is vacant and undergoing redevelopment.

In addition to the above, the previous environmental assessments documented contamination and historical uses of the Property that complicate the redevelopment of the site for residential purposes, and also creates a financial burden for the Volunteer.

Section XII – Site Contact List

1. Local Government – Village of Newark and Wayne County

Jonathan Taylor
Village of Newark Mayor
100 East Miller Street
Newark, New York 14513

Mark Humbert
Wayne County Interim County Administrator
26 Church Street
Lyons, New York 14489

2. Residents, Owners and Occupants of Property and Property Adjacent to Site:

Adjacent landowners are listed below and shown in **Figure 5**.

Mary Catherine Gooden
123 East Sherman Avenue
Newark, NY 14513

James R. Colacino
126 Harrison Street
Newark, NY 14513

Flavio N. Colon
128 Harrison Street
Newark, NY 14513

Stay Driven, LLC
108 Siegrist Street
Newark, NY 14513

Israel Fontanez
112 Siegrist Street
Newark, NY 14513

SuperGen Properties, LLC
212 Blackmar Street
Newark, NY 14513

Keirsten L. Phillips
216 Blackmar Street
Newark, NY 14513

Michael Siler
220 Blackmar Street
Newark, NY 14513

Angel L. Castillo
224 Blackmar Street
Newark, NY 14513

Gilbert C. Edwards
228 Blackmar Street
Newark, NY 14513

Moore Commercial Prop LLC
201 Ford Street
Newark, NY 14513

Robert Hahn
107 South Orchard Street
Syracuse, NY 13204

Adam Bauer
101 South Orchard Street
Newark, NY 14513

3. Local Media:

Local Newspaper:

Times of Wayne County
P.O Box 608
Macedon, New York 14502
(315) 986-4300

https://waynetimes.com/

Local Television:

WROC – TV Channel 8
201 Humboldt Street
Rochester, NY 14610
(585) 288-8400
https://www.rochesterfirst.com/

WHAM – TV Channel 13
4225 W. Henrietta Road
Rochester, New York 14623
(585) 334-8700
https://13wham.com/

WHEC – TV Channel 10
191 East Avenue
Rochester, New York 14604
(585) 546-5670
https://www.whec.com/

Radio:

WAUB 1590 AM / 98.1 FM Radio
3568 Lenox Rd
Geneva, NY 14456
(315) 781-7000
https://www.fingerlakesdailynews.com/waub/

WUUF 103.5 FM Radio
187 Vienna Rd
Newark, NY 14513
(315) 331-9667
www.bigdog1035.com

4. Local Water Supplier:

Village of Newark
1708 Freshour Road
Shortsville, New York 14548

5. Persons Requesting to be Placed on Contact List:

To Be Completed as Necessary

6. School and Day Care Facilities:

There are several schools or day care facilities located in the vicinity (1 mile) of the proposed BCP Site.

Child Care Council Inc
165 East Union Street, Suite 170
Newark, NY 14513
CEO: Jeff Pier

Newark Head Start
301 Stuart Avenue
Newark, NY 14513
Director: Stacey DeGroff

Candy Apple Pre-School Center
101 Erie Boulevard
Newark, NY 14513
Director: Carleen M. Uimonen

Lincoln Elementary School
1014 North Main Street
Newark, NY 14513
Superintendent: Susan Hasenauer

Wayne County Community Schools
515 North Main Street
Newark, NY 14513
Director: Jay Roscup

Kelly Elementary School
316 West Miller Street
Newark, NY 14513
Superintendent: Susan Hasenauer

Perkins Elementary School
419 West Maple Avenue
Newark, NY 14513
Superintendent: Susan Hasenauer

Wayne-Finger Lakes BOCES PTECH
1000 Technology Parkway
Newark, NY 14513
Superintendent: Lynne Rutnik

Newark Middle School
701 Peirson Avenue
Newark, NY 14513
Superintendent: Susan Hasenauer

Newark High School
625 Peirson Avenue
Newark, NY 14513
Superintendent: Susan Hasenauer

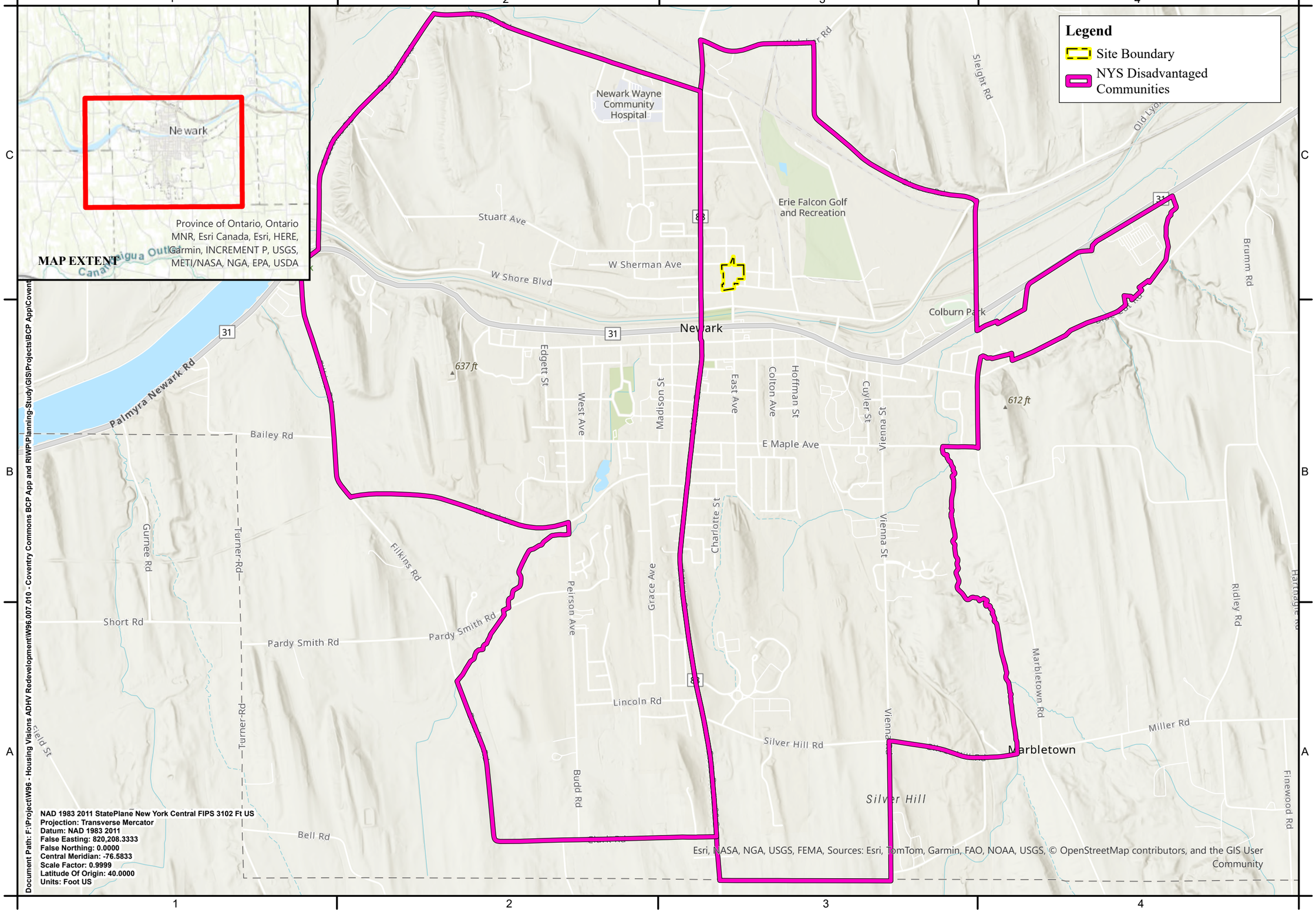
Wayne Finger Lakes BOCES
131 Drumlin Court
Newark, NY 14513
Superintendent: Lynne Rutnik

Newark Education Center
439 West Maple Avenue
Newark, NY 14513
Superintendent: Lynne Rutnik

7. Document Repositories:

The Newark Public Library, part of the Ontario, Wayne, Wyoming, and Livingston (OWWL) Library System, was identified as a document repository due to its proximity to the Site and flexible hours. The address is 121 High Street, Newark, New York 14513. Ms. Jennifer Stell, Library Assistant Director, is the contact: jstell@owwl.org (315) 331-4370. The acceptance email is provided in **Appendix E**.

Figures



Document Path: F:\Project\W96 - Housing Visions ADHV Redevelopment\W96.007.010 - Coventry Commons BCP App and RIWP\Planning-Study\GIS\Projects\BCP App\Coventry

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N

0 2,000 Feet

1 inch equals 2,000 feet

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SITE LOCATION

Figure 1

	25%	54.2% (52.6%*)
	NO RESTRICTIONS	53.5'
	20'**	18.4'**
	30'	N/A
	NO RESTRICTIONS	-
	N/A	-
	N/A	-
	NO RESTRICTIONS	100
	157'***	115'*** +15 BANKED SPACES
	9'	9'
	19'	19'
	20' AND 24'	24' AND 26'

*REPRESENTS GREENSPACE WITH PARKING BANK OF 15 PARKING SPACES.
**BUILDING IS PRE-EXISTING NONCONFORMING, NO AREA VARIANCE REQUIRED.
***12 SPACES FOR DU'S AND 3 SPACES FOR PROFESSIONAL OFFICE.

	NO	YES
S (NYSDEC		X
LANDS		X
		X

:	VILLAGE OF NEWARK
D BY:	NYSEG
	NYSEG
BY:	VILLAGE OF NEWARK
WILL BE:	PUBLIC
E)	

E MADE IN ACCORDANCE WITH THE CURRENT DEVELOPMENT ATIONS OF THE MUNICIPALITY

PTION:

BELOW DESCRIBES THE SAME REAL ESTATE AS THE RECORD DESCRIPTION AT LIBER 69 AND FORMS A MATHEMATICALLY CLOSED FIGURE.

RCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE AND DESCRIBED AS FOLLOWS:

ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,

A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF T; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF ST STREET,

, A DISTANCE OF 66.54 FEET TO A POINT; THENCE,

, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,

A DISTANCE OF 90.23 FEET TO A POINT; THENCE,

, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,

, ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, 0.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON E,

ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 NT; THENCE

A DISTANCE OF 136.27 FEET TO A POINT; THENCE,

A DISTANCE OF 32.50 FEET TO A POINT; THENCE,

A DISTANCE OF 267.09 FEET TO A POINT; THENCE,

, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,

A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST UE; THENCE,

ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF A POINT AT THE INTERSECTION OF SAID RIGHT OF WAY AND THE EAST RIGHT OF RD STREET; THENCE,

, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,

A DISTANCE OF 182.76 FEET TO A POINT; THENCE,

A DISTANCE OF 18.50 FEET TO A POINT; THENCE,

A DISTANCE OF 20.02 FEET TO A POINT; THENCE,

A DISTANCE OF 195.00 FEET TO A POINT; THENCE,

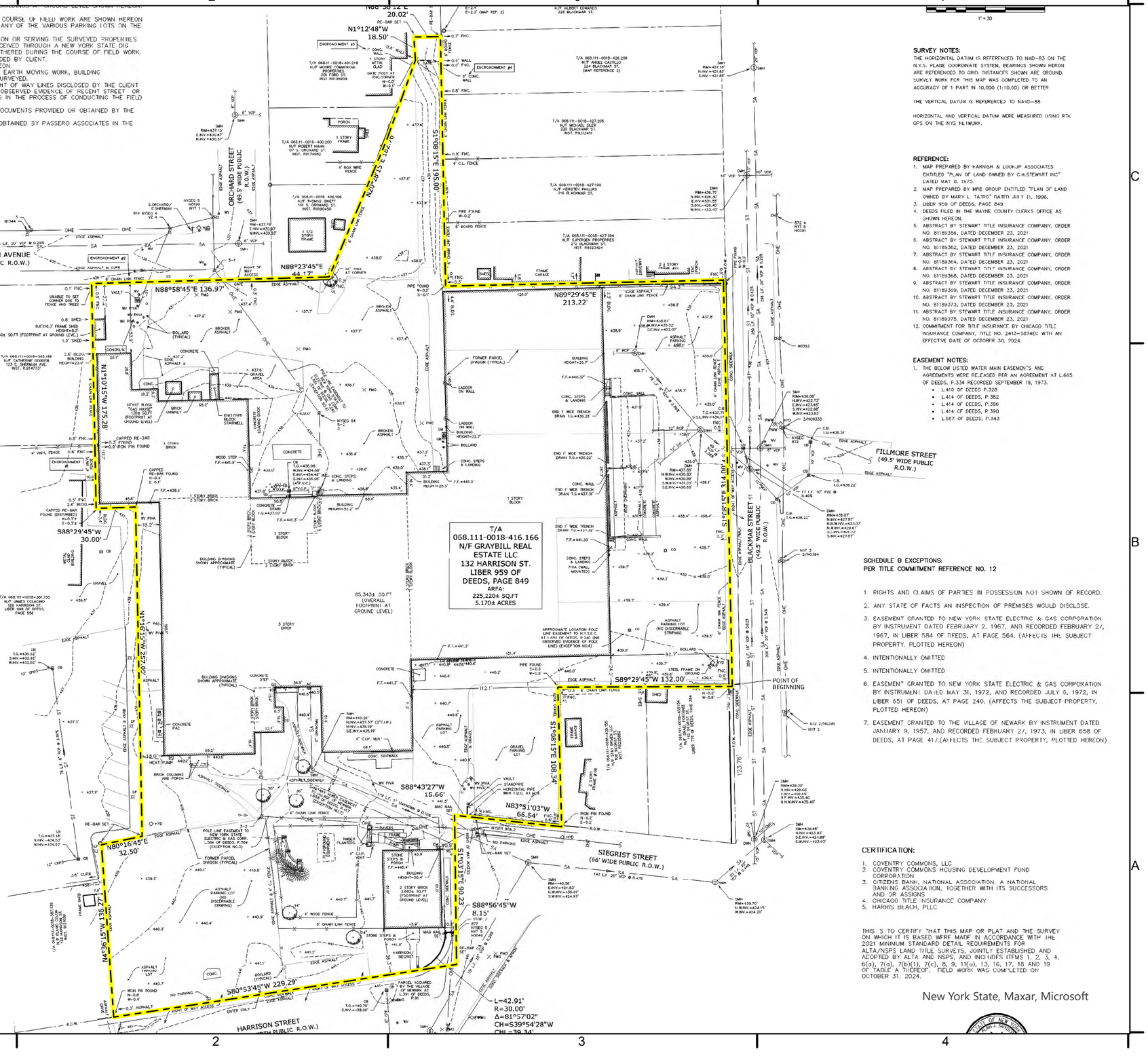
, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF EET; THENCE,

A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING.

ROACHMENT TABLE:
ENCROACHMENTS LABELED BY NUMBER HEREON

4' VINYL FENCE ENCROACHES THE WEST PROPERTY
NE BY UP TO 0.8 FEET.
6' CHAIN LINK FENCE ENCROACHES THE RIGHT OF WAY
T EAST SHERMAN STREET BY UP TO 0.5 FEET.
1' CONCRETE WALL ENCROACHES THE WEST PROPERTY
NE BY UP TO 0.8 FEET.
8" CONCRETE WALL ENCROACHES THE EAST PROPERTY
NE BY UP TO 0.4 FEET.

(c). BUILDING HEIGHTS SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED DURING THE COURSE OF HILLY WORK ARE SHOWN HEREON.
9. THERE ARE NO IDENTIFIED PARKING STALLS ON ANY OF THE VARIOUS PARKING LOTS ON THE SURVEYED PROPERTY.
11(a). EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTIES SHOWN HEREON ARE BASED ON DOCUMENTS RECEIVED THROUGH A NEW YORK STATE DIG SAFE SUBMISSION, AND OBSERVED EVIDENCE GATHERED DURING THE COURSE OF FIELD WORK. NO PLANS AND/OR REPORTS HAVE BEEN PROVIDED BY CLIENT.
13. NAMES OF ADJOINING LANDOWNERS SHOWN HEREON.
16. THERE WAS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS ON PROPERTIES SURVEYED.
17. THERE ARE NO KNOWN CHANGES IN STREET RIGHT OF WAY LINES DISCLOSED BY THE CLIENT OR CONTROLLING JURISDICTION. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
18. PLOTTABLE OFFSITE EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED OR OBTAINED BY THE SURVEYOR SHOWN HEREON.
19. PROFESSIONAL LIABILITY INSURANCE HAS BEEN OBTAINED BY PASSERO ASSOCIATES IN THE AMOUNT OF $5,000,000



SURVEY NOTES:
THE HORIZONTAL DATUM IS REFERENCED TO NAD-83 ON THE N.Y.S. PLANE COORDINATE SYSTEM, BEARINGS SHOWN HEREON ARE REFERENCED TO GRID. DISTANCES SHOWN ARE GROUND. SURVEY WORK FOR THIS MAP WAS COMPLETED TO AN ACCURACY OF 1 PART IN 10,000 (1:10,00) OR BETTER.

THE VERTICAL DATUM IS REFERENCED TO NAVD-88

HORIZONTAL AND VERTICAL DATUM WERE MEASURED USING RTK GPS ON THE NYS NETWORK.

REFERENCE:
1. MAP PREPARED BY HANNISH & LOCKUP ASSOCIATES ENTITLED "PLAN OF LAND OWNED BY C.H.STEWART INC" DATED MAY 6, 1975.
2. MAP PREPARED BY MRE GROUP ENTITLED "PLAN OF LAND OWNED BY MARY L. TATRO" DATED JULY 11, 1996.
3. LIBER 959 OF DEEDS, PAGE 849
4. DEEDS FILED IN THE WAYNE COUNTY CLERKS OFFICE AS SHOWN HEREON.
5. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189356, DATED DECEMBER 23, 2021
6. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189362, DATED DECEMBER 23, 2021
7. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189364, DATED DECEMBER 23, 2021
8. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189366, DATED DECEMBER 23, 2021
9. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189369, DATED DECEMBER 23, 2021
10. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189373, DATED DECEMBER 23, 2021
11. ABSTRACT BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 81189375, DATED DECEMBER 23, 2021
12. COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, TITLE NO. 2413-5874EC WITH AN EFFECTIVE DATE OF OCTOBER 30, 2024.

EASEMENT NOTES:
1. THE BELOW LISTED WATER MAIN EASEMENTS AND AGREEMENTS WERE RELEASED PER AN AGREEMENT AT L.665 OF DEEDS, P.334 RECORDED SEPTEMBER 19, 1973.
   - L.410 OF DEEDS P.328
   - L.414 OF DEEDS, P.382
   - L.414 OF DEEDS, P.386
   - L.414 OF DEEDS, P.390
   - L.587 OF DEEDS, P.343

SCHEDULE B EXCEPTIONS:
PER TITLE COMMITMENT REFERENCE NO. 12

1. RIGHTS AND CLAIMS OF PARTIES IN POSSESSION NOT SHOWN OF RECORD.
2. ANY STATE OF FACTS AN INSPECTION OF PREMISES WOULD DISCLOSE.
3. EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY INSTRUMENT DATED FEBRUARY 2, 1967, AND RECORDED FEBRUARY 27, 1967, IN LIBER 584 OF DEEDS, AT PAGE 564. (AFFECTS THE SUBJECT PROPERTY, PLOTTED HEREON)
4. INTENTIONALLY OMITTED
5. INTENTIONALLY OMITTED
6. EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY INSTRUMENT DATED MAY 31, 1972, AND RECORDED JULY 6, 1972, IN LIBER 651 OF DEEDS, AT PAGE 240. (AFFECTS THE SUBJECT PROPERTY, PLOTTED HEREON)
7. EASEMENT GRANTED TO THE VILLAGE OF NEWARK BY INSTRUMENT DATED JANUARY 9, 1957, AND RECORDED FEBRUARY 27, 1973, IN LIBER 658 OF DEEDS, AT PAGE 417.(AFFECTS THE SUBJECT PROPERTY, PLOTTED HEREON)

CERTIFICATION:

1. COVENTRY COMMONS, LLC
2. COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION
3. CITIZENS BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, TOGETHER WITH ITS SUCCESSORS AND OR ASSIGNS
4. CHICAGO TITLE INSURANCE COMPANY
5. HARMS BEACH, PLLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 16, 17, 18 AND 19 OF TABLE A THEREOF. FIELD WORK WAS COMPLETED ON OCTOBER 31, 2024.

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Feet
1 inch equals 80 feet

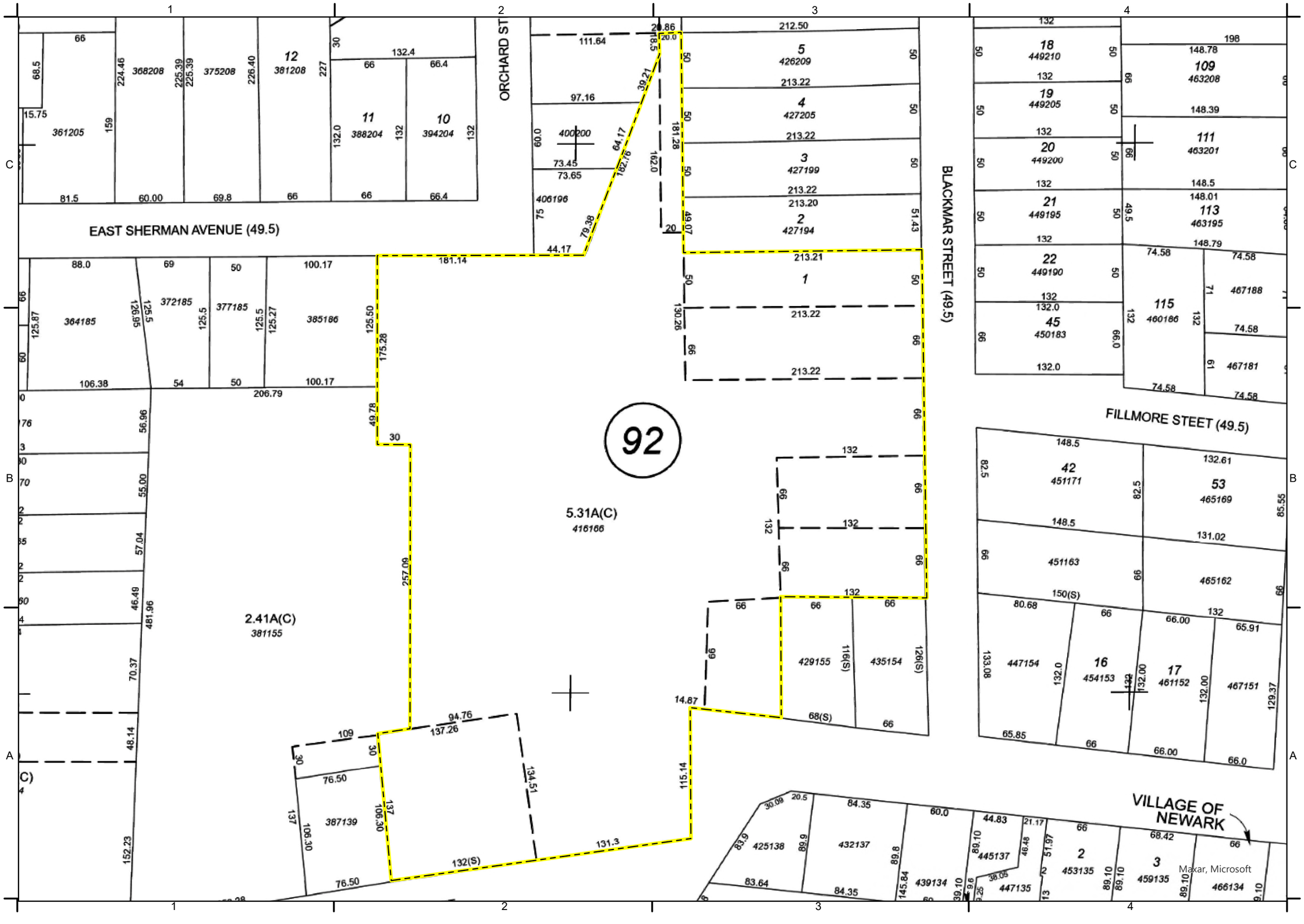
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SITE SURVEY

Figure 2



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WAYNE COUNTY TAX MAP

Figure 3



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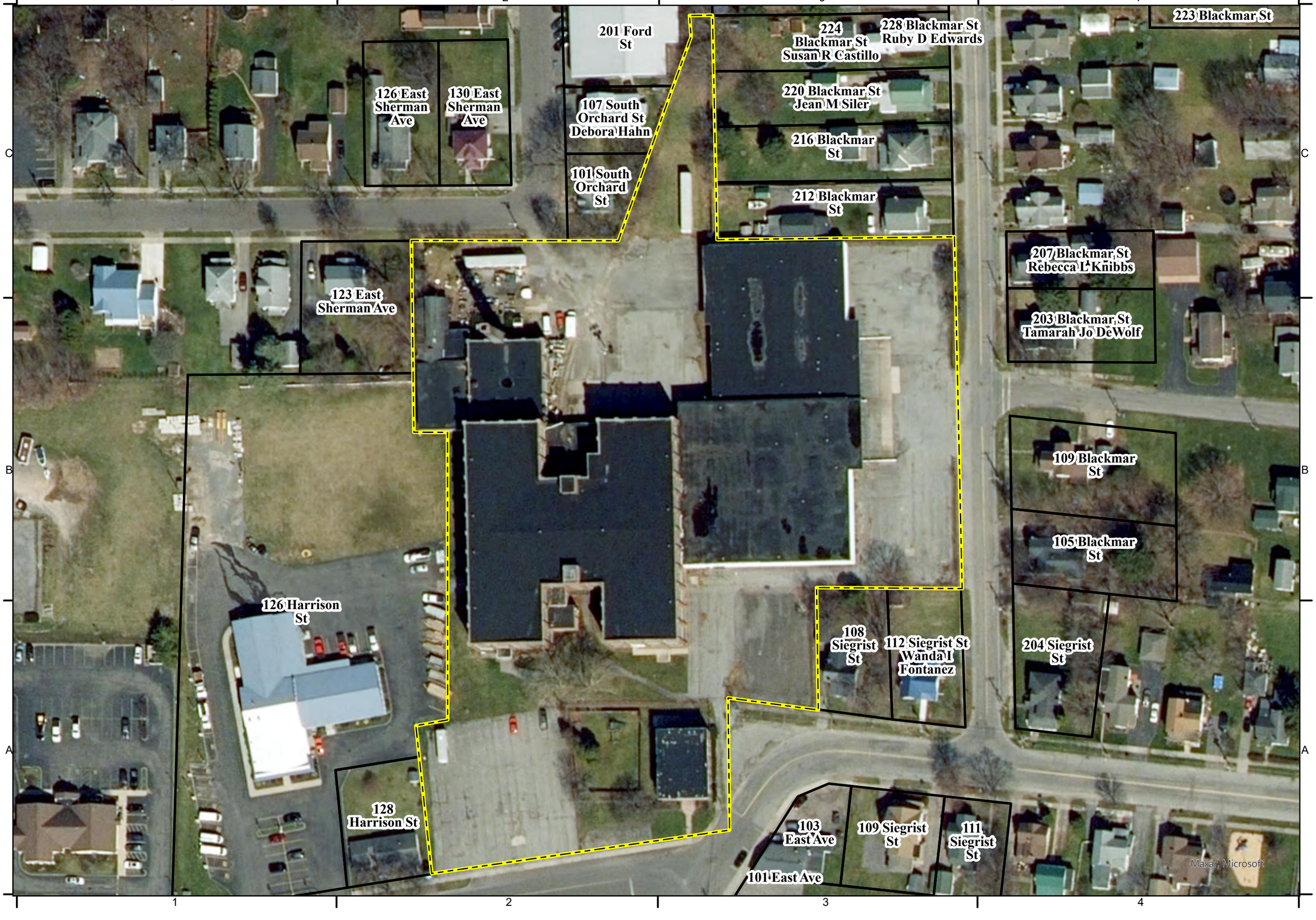
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SITE MAP

Figure 4



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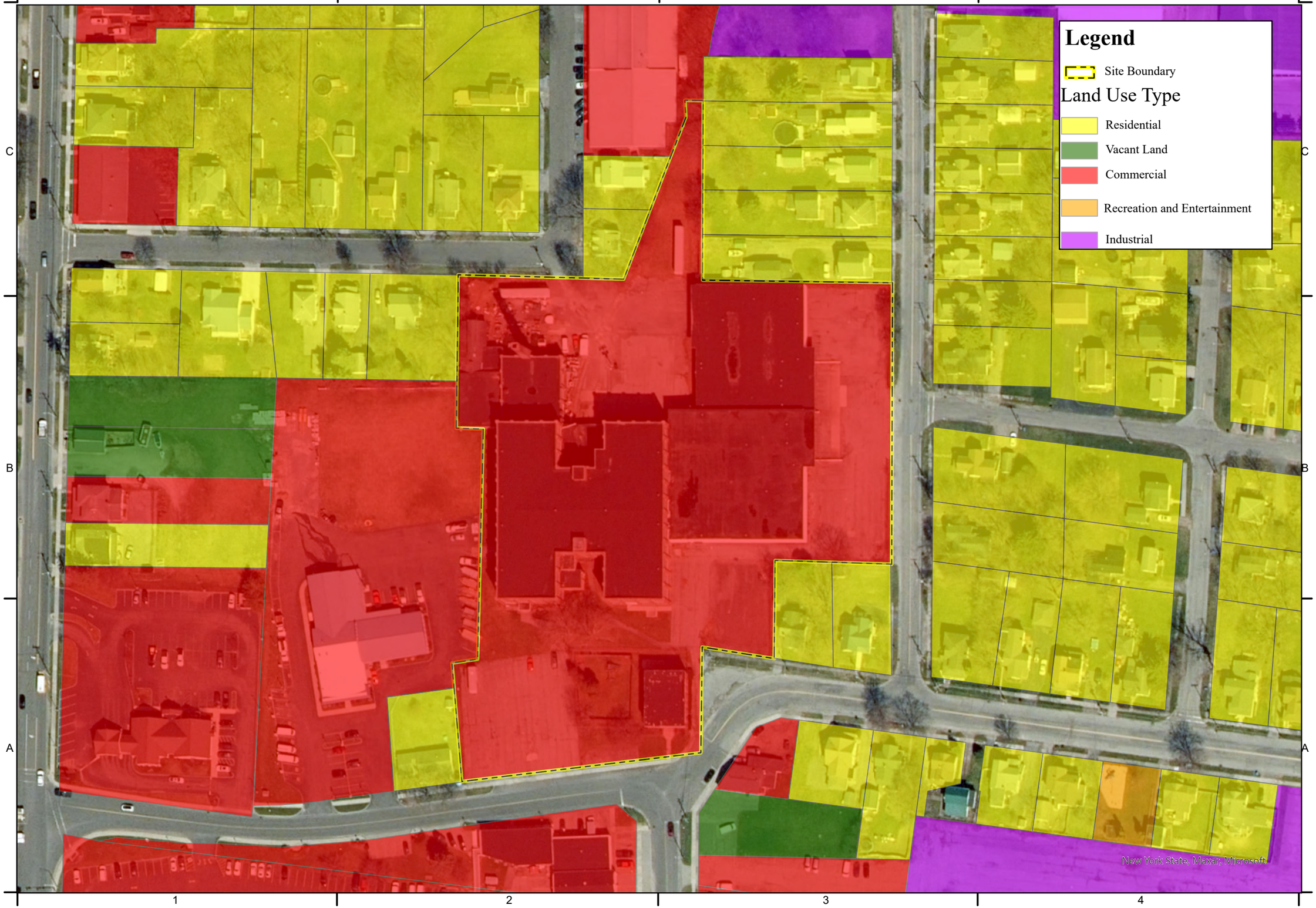
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ADJACENT PROPERTIES

Figure 5



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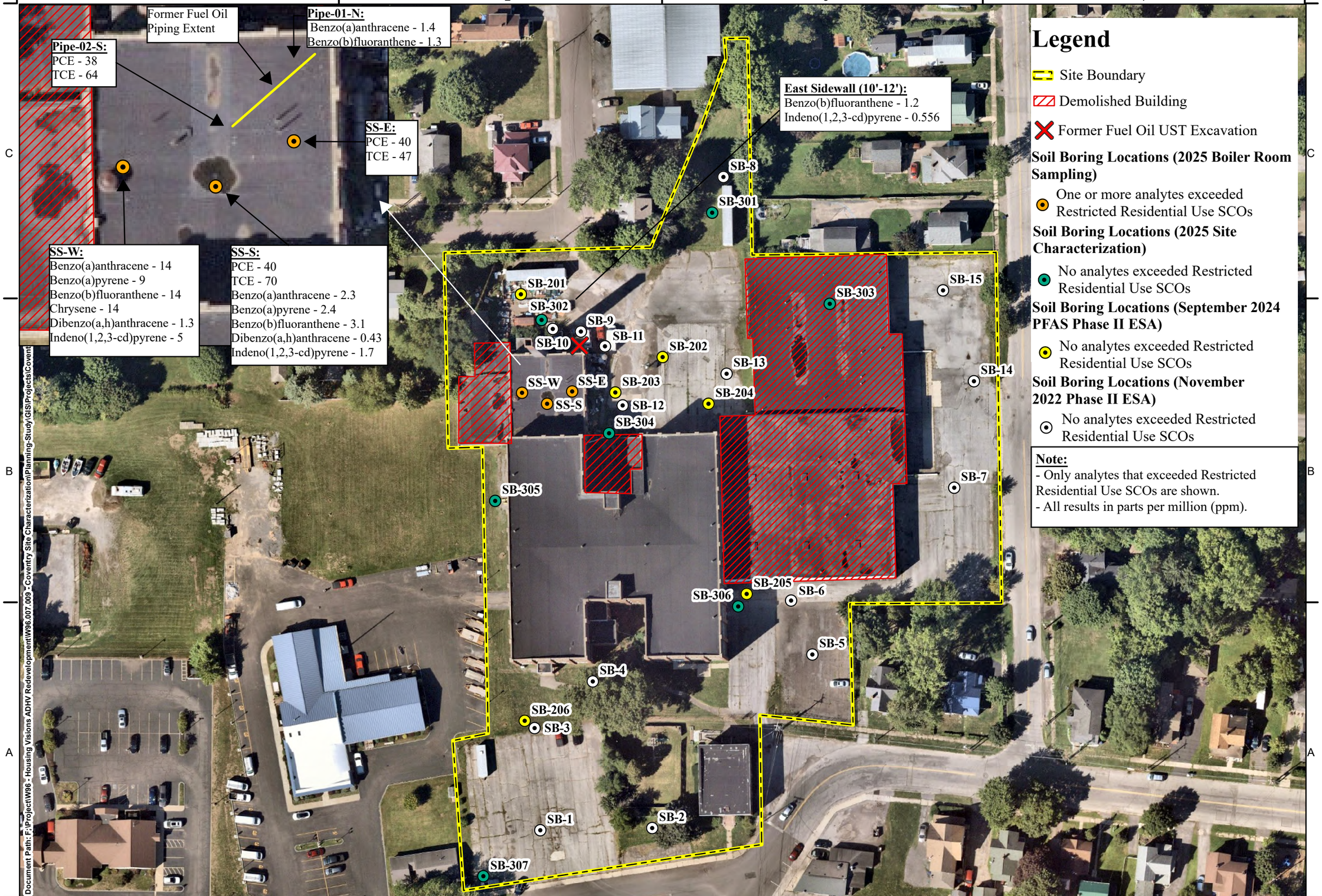
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LAND USE

Figure 6



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Legend

- Site Boundary
- Demolished Building
- Former Fuel Oil UST Excavation

Soil Boring Locations (2025 Boiler Room Sampling)

- One or more analytes exceeded Restricted Residential Use SCOs

Soil Boring Locations (2025 Site Characterization)

- No analytes exceeded Restricted Residential Use SCOs

Soil Boring Locations (September 2024 PFAS Phase II ESA)

- No analytes exceeded Restricted Residential Use SCOs

Soil Boring Locations (November 2022 Phase II ESA)

- No analytes exceeded Restricted Residential Use SCOs

Note:

- Only analytes that exceeded Restricted Residential Use SCOs are shown.
- All results in parts per million (ppm).

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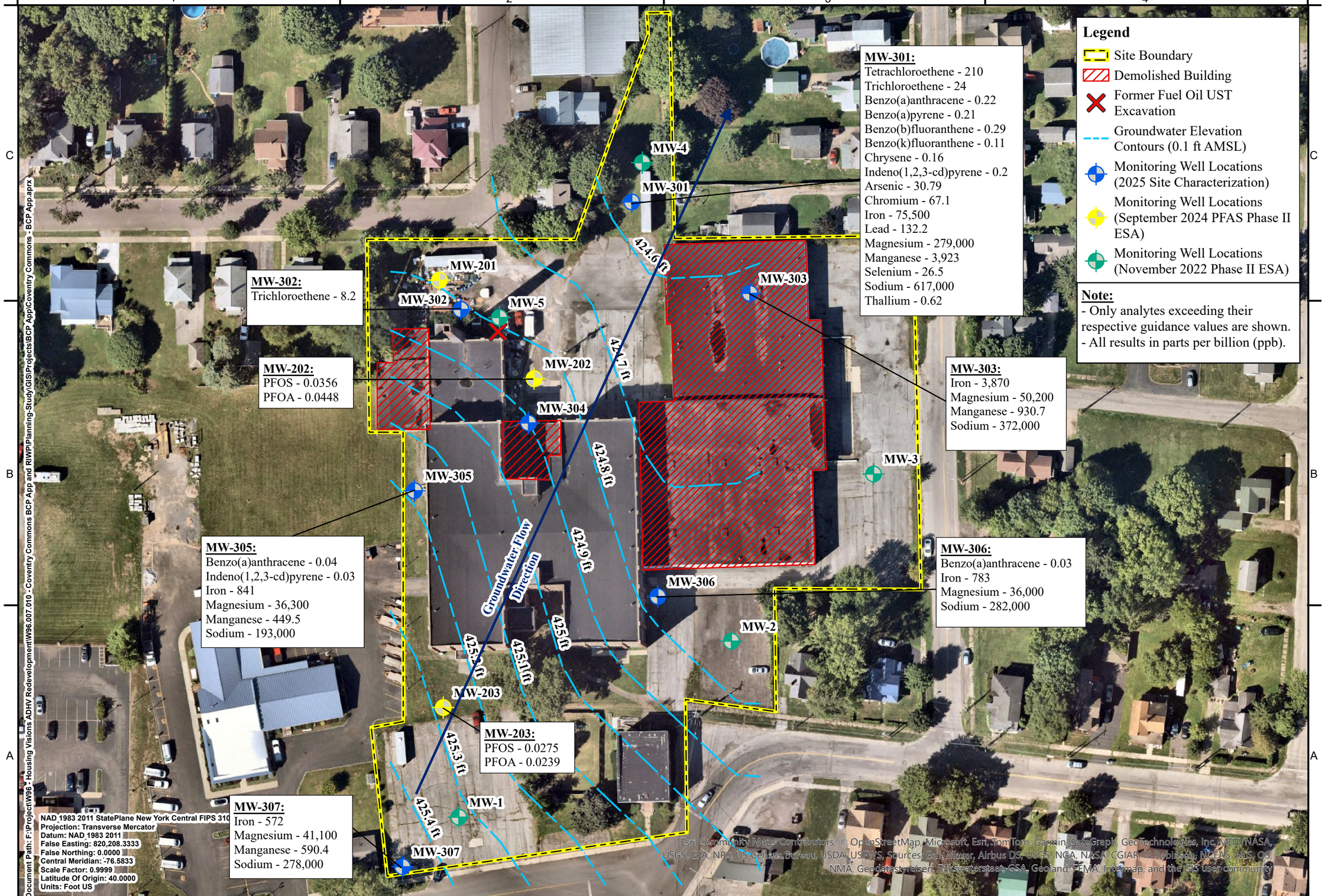
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SOIL SAMPLING RESULTS

Figure 7



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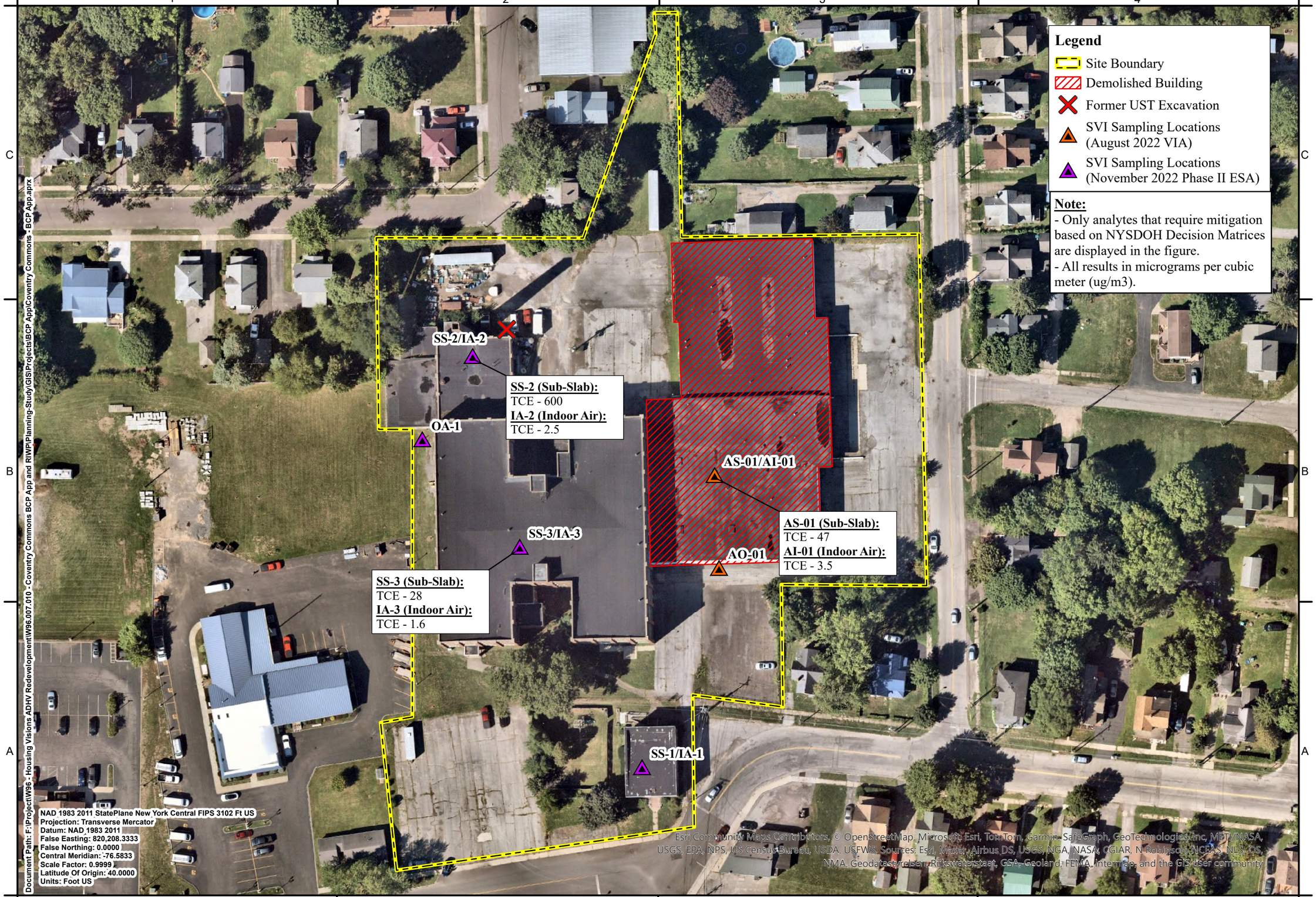
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GROUNDWATER SAMPLING RESULTS

Figure 8



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AIR SAMPLING RESULTS

Figure 9

Tables

Table 1
Coventry Commons
Boiler Room Soil Data Summary

LOCATION				BASEMENT-01-SS-E		BASEMENT-02-SS-S		BASEMENT-03-SS-W		PIPE-01-N		PIPE-02-S	
SAMPLING DATE				7/15/2025		7/15/2025		7/15/2025		7/15/2025		7/15/2025	
LAB SAMPLE ID				L2544321-01		L2544321-02		L2544321-03		L2544321-04		L2544321-05	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH (ft.)				0'-1'		0'-1'		0'-1'		0'-1'		0'-1'	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Volatile Organics by EPA 5035													
1,1,1-Trichloroethane	0.68	0.68	100	0.018	U	0.081	U	0.00049	U	0.018	U	0.022	U
1,1,2,2-Tetrachloroethane				0.018	U	0.081	U	0.00049	U	0.018	U	0.022	U
1,1,2-Trichloroethane				0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
1,1-Dichloroethane	0.27	0.27	26	0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
1,1-Dichloroethene	0.33	0.33	100	0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
1,2,3-Trichlorobenzene				0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
1,2,4-Trichlorobenzene				0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
1,2-Dibromo-3-chloropropane				0.11	U	0.48	U	0.0029	U	0.11	U	0.13	U
1,2-Dibromoethane				0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
1,2-Dichlorobenzene	1.1	1.1	100	0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
1,2-Dichloroethane	0.02	0.02	3.1	0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
1,2-Dichloropropane				0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
1,3-Dichlorobenzene	2.4	2.4	49	0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
1,4-Dichlorobenzene	1.8	1.8	13	0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
1,4-Dioxane	0.1	0.1	13	3	U	13	U	0.078	U	2.8	U	3.5	U
2-Butanone	0.12	0.12	100	0.37	U	1.6	U	0.0097	U	0.36	U	0.44	U
2-Hexanone				0.37	U	1.6	U	0.0097	U	0.36	U	0.44	U
4-Methyl-2-pentanone				0.37	U	1.6	U	0.0097	U	0.36	U	0.44	U
Acetone	0.05	0.05	100	0.37	U	1.6	U	0.0097	U	0.36	U	0.44	U
Benzene	0.06	0.06	4.8	0.018	U	0.081	U	0.00049	U	0.37		0.022	U
Bromochloromethane				0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
Bromodichloromethane				0.018	U	0.046	J	0.00049	U	0.018	U	0.012	J
Bromoform				0.15	U	0.64	U	0.0039	U	0.14	U	0.17	U
Bromomethane				0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
Carbon disulfide				0.37	U	1.6	U	0.0097	U	0.36	U	0.44	U
Carbon tetrachloride	0.76	0.76	2.4	0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
Chlorobenzene	1.1	1.1	100	0.018	U	0.081	U	0.00049	U	0.018	U	0.022	U
Chloroethane				0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
Chloroform	0.37	0.37	49	0.08		0.53		0.0015	U	0.053	U	0.28	
Chloromethane				0.15	U	0.64	U	0.0039	U	0.14	U	0.17	U
cis-1,2-Dichloroethene	0.25	0.25	100	0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
cis-1,3-Dichloropropene				0.018	U	0.081	U	0.00049	U	0.018	U	0.022	U
Cyclohexane				0.025	J	0.35	J	0.0097	U	1.4		0.44	U
Dibromochloromethane				0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
Dichlorodifluoromethane				0.37	U	1.6	U	0.0097	U	0.36	U	0.44	U
Ethylbenzene	1	1	41	0.037	U	0.027	J	0.00097	U	7.4		0.044	U
Freon-113				0.15	U	1.1		0.0039	U	0.14	U	0.039	J
Isopropylbenzene				0.037	U	0.022	J	0.00097	U	2.8		0.044	U
Methyl Acetate				0.15	U	1.3		0.0039	U	2.6		0.35	
Methyl cyclohexane				0.15	U	0.64	U	0.0039	U	6.6		0.17	U

LOCATION				BASEMENT-01-SS-E		BASEMENT-02-SS-S		BASEMENT-03-SS-W		PIPE-01-N		PIPE-02-S	
SAMPLING DATE				7/15/2025		7/15/2025		7/15/2025		7/15/2025		7/15/2025	
LAB SAMPLE ID				L2544321-01		L2544321-02		L2544321-03		L2544321-04		L2544321-05	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH (ft.)				0'-1'		0'-1'		0'-1'		0'-1'		0'-1'	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Methyl tert butyl ether	0.93	0.93	100	0.074	U	0.32	U	0.0019	U	0.071	U	0.087	U
Methylene chloride	0.05	0.05	100	0.18	U	0.81	U	0.0049	U	0.18	U	0.22	U
o-Xylene				0.037	U	0.19		0.00097	U	18		0.014	J
p/m-Xylene				0.074	U	0.19	J	0.0019	U	40		0.025	J
Styrene				0.037	U	0.16	U	0.00097	U	0.035	J	0.044	U
Tetrachloroethene	1.3	1.3	19	40		44		0.0012		0.23		38	
Toluene	0.7	0.7	100	0.022	J	0.12	J	0.00097	U	9.9		0.051	
trans-1,2-Dichloroethene	0.19	0.19	100	0.056	U	0.24	U	0.0015	U	0.053	U	0.065	U
trans-1,3-Dichloropropene				0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
Trichloroethene	0.47	0.47	21	47		70		0.0014		0.24		64	
Trichlorofluoromethane				0.15	U	0.64	U	0.0039	U	0.14	U	0.17	U
Vinyl chloride	0.02	0.02	0.9	0.037	U	0.16	U	0.00097	U	0.036	U	0.044	U
Semivolatile Organics by GC/MS													
1,2,4,5-Tetrachlorobenzene				0.19	U	0.2	U	0.19	U	4	U	0.19	U
1,4-Dioxane	0.1	0.1	13	0.028	U	0.03	U	0.028	U	0.6	U	0.028	U
2,3,4,6-Tetrachlorophenol				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2,4,5-Trichlorophenol				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2,4,6-Trichlorophenol				0.11	U	0.12	U	0.11	U	2.4	U	0.11	U
2,4-Dichlorophenol				0.17	U	0.18	U	0.17	U	3.6	U	0.17	U
2,4-Dimethylphenol				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2,4-Dinitrophenol				0.91	U	0.96	U	0.91	U	19	U	0.9	U
2,4-Dinitrotoluene				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2,6-Dinitrotoluene				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2-Chloronaphthalene				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2-Chlorophenol				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2-Methylnaphthalene				0.076	J	0.41		0.49		74		1.2	
2-Methylphenol	0.33	0.33	100	0.19	U	0.2	U	0.19	U	4	U	0.19	U
2-Nitroaniline				0.19	U	0.2	U	0.19	U	4	U	0.19	U
2-Nitrophenol				0.41	U	0.43	U	0.41	U	8.6	U	0.4	U
3,3'-Dichlorobenzidine				0.19	U	0.2	U	0.19	U	4	U	0.19	U
3-Methylphenol/4-Methylphenol	0.33	0.33	100	0.27	U	0.29	U	0.053	J	5.7	U	0.27	U
3-Nitroaniline				0.19	U	0.2	U	0.19	U	4	U	0.19	U
4,6-Dinitro-o-cresol				0.49	U	0.52	U	0.5	U	10	U	0.49	U
4-Bromophenyl phenyl ether				0.19	U	0.2	U	0.19	U	4	U	0.19	U
4-Chloroaniline				0.19	U	0.2	U	0.19	U	4	U	0.19	U
4-Chlorophenyl phenyl ether				0.19	U	0.2	U	0.19	U	4	U	0.19	U
4-Nitroaniline				0.19	U	0.2	U	0.19	U	4	U	0.19	U
4-Nitrophenol				0.26	U	0.28	U	0.27	U	5.6	U	0.26	U
Acenaphthene	20	98	100	0.15	U	0.14	J	1.2		2.8	J	0.038	J
Acenaphthylene	100	107	100	0.15	U	0.23		0.33		3.2	U	0.15	U
Acetophenone				0.19	U	0.2	U	0.068	J	4	U	0.19	U
Anthracene	100	1000	100	0.11	U	0.56		3.2		1.1	J	0.058	J
Atrazine				0.15	U	0.16	U	0.15	U	3.2	U	0.15	U
Benzaldehyde				0.25	U	0.12	J	0.13	J	5.3	U	0.25	U
Benzo(a)anthracene	1	1	1	0.028	J	2.3		14		1.4	J	0.21	

LOCATION				BASEMENT-01-SS-E		BASEMENT-02-SS-S		BASEMENT-03-SS-W		PIPE-01-N		PIPE-02-S	
SAMPLING DATE				7/15/2025		7/15/2025		7/15/2025		7/15/2025		7/15/2025	
LAB SAMPLE ID				L2544321-01		L2544321-02		L2544321-03		L2544321-04		L2544321-05	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH (ft.)				0'-1'		0'-1'		0'-1'		0'-1'		0'-1'	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Benzo(a)pyrene	1	22	1	0.15	U	2.4		9		3.2	U	0.12	J
Benzo(b)fluoranthene	1	1.7	1	0.11	U	3.1		14		1.3	J	0.22	
Benzo(ghi)perylene	100	1000	100	0.15	U	1.7		4.5		0.51	J	0.078	J
Benzo(k)fluoranthene	0.8	1.7	3.9	0.11	U	1.1		2.6		2.4	U	0.06	J
Biphenyl				0.43	U	0.066	J	0.23	J	2.7	J	0.082	J
Bis(2-chloroethoxy)methane				0.2	U	0.22	U	0.2	U	4.3	U	0.2	U
Bis(2-chloroethyl)ether				0.17	U	0.18	U	0.17	U	3.6	U	0.17	U
Bis(2-chloroisopropyl)ether				0.23	U	0.24	U	0.23	U	4.8	U	0.22	U
Bis(2-ethylhexyl)phthalate				0.19	U	0.2	U	0.17	J	4	U	0.1	J
Butyl benzyl phthalate				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Caprolactam				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Carbazole				0.19	U	0.32		1.6		4	U	0.026	J
Chrysene	1	1	3.9	0.1	J	2.3		14		1.3	J	0.34	
Di-n-butylphthalate				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Di-n-octylphthalate				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Dibenzo(a,h)anthracene	0.33	1000	0.33	0.11	U	0.43		1.3		2.4	U	0.11	U
Dibenzofuran	7	210	59	0.02	J	0.25		1.9		1.2	J	0.075	J
Diethyl phthalate				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Dimethyl phthalate				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Fluoranthene	100	1000	100	0.025	J	3.9		30		3		0.46	
Fluorene	30	386	100	0.19	U	0.16	J	0.9		3.6	J	0.043	J
Hexachlorobenzene	0.33	3.2	1.2	0.11	U	0.12	U	0.11	U	2.4	U	0.11	U
Hexachlorobutadiene				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Hexachlorocyclopentadiene				0.54	U	0.57	U	0.54	U	11	U	0.54	U
Hexachloroethane				0.15	U	0.16	U	0.15	U	3.2	U	0.15	U
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	0.15	U	1.7		5		3.2	U	0.075	J
Isophorone				0.17	U	0.18	U	0.17	U	3.6	U	0.17	U
n-Nitrosodi-n-propylamine				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Naphthalene	12	12	100	0.038	J	0.37		0.89		26		0.53	
NDPA/DPA				0.15	U	0.16	U	0.15	U	3.2	U	0.15	U
Nitrobenzene				0.17	U	0.18	U	0.17	U	3.6	U	0.17	U
p-Chloro-m-cresol				0.19	U	0.2	U	0.19	U	4	U	0.19	U
Pentachlorophenol	0.8	0.8	6.7	0.15	U	0.16	U	0.15	U	3.2	U	0.15	U
Phenanthrene	100	1000	100	0.07	J	2.4		22		13		0.5	
Phenol	0.33	0.33	100	0.19	U	0.2	U	0.46		4	U	0.19	U
Pyrene	100	1000	100	0.035	J	3.2		24		2.8		0.39	

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Analytical data compared to NYSDEC Part 375-6

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

"U" indicates analyte not detected at concentration greater than laboratory detection limit

TABLE 2A

COVENTRY COMMONS
2022 PHASE II
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-01		SB-02		SB-03		SB-04		SB-05		SB-06		SB-07		SB-08	
SAMPLING DATE				11/1/2022		11/1/2022		11/1/2022		11/1/2022		11/1/2022		11/1/2022		11/1/2022		11/1/2022	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				4-5 FEET		4-5 FEET		6 FEET		5-6 FEET		4 FEET		3-4 FEET		3-4 FEET		4-5 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCs																			
Methylene chloride	0.05	0.05	100	ND	0.0052	ND	0.0052	ND	0.0045	ND	0.0046	ND	0.0047	ND	0.005	ND	0.0048	ND	0.0051
1,1-Dichloroethane	0.27	0.027	26	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Chloroform	0.37	0.37	49	ND	0.0015	ND	0.0016	ND	0.0013	ND	0.0014	ND	0.0014	ND	0.0015	ND	0.0014	ND	0.0015
Carbon tetrachloride	0.76	0.76	2.4	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
1,2-Dichloropropane				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Dibromochloromethane				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
1,1,2-Trichloroethane				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Tetrachloroethene	1.3	1.3	19	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	0.00045J	0.0005
Chlorobenzene	1.1	1.1	100	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
Trichlorofluoromethane				ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	ND	0.0041
1,2-Dichloroethane	0.02	2.3	3.1	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
1,1,1-Trichloroethane	0.68	100	100	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
Bromodichloromethane				ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
trans-1,3-Dichloropropene				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
cis-1,3-Dichloropropene				ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
Bromoform				ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	ND	0.0041
1,1,2,2-Tetrachloroethane				ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
Benzene	0.06	2.9	4.8	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
Toluene	0.7	100	100	0.00058J	0.001	0.00066J	0.001	0.00092	0.0009	0.00096	0.0009	0.0012	0.001	0.0011	0.001	0.0011	0.001	0.001	0.001
Ethylbenzene	1	30	41	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Chloromethane				ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	ND	0.0041
Bromomethane				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
Vinyl chloride	0.02	0.02	0.9	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Chloroethane				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
1,1-Dichloroethene	0.33	0.33	100	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0015	ND	0.0016	ND	0.0013	ND	0.0014	ND	0.0014	ND	0.0015	ND	0.0014	ND	0.0015
Trichloroethene	0.47	0.47	21	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	0.00016J	0.0005
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
Methyl tert butyl ether	0.93	0.93	100	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
p/m-Xylene				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
o-Xylene				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Styrene				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Dichlorodifluoromethane				ND	0.01	ND	0.01	ND	0.009	ND	0.0092	ND	0.0095	ND	0.01	ND	0.0097	ND	0.01
Acetone	0.05	0.05	100	ND	0.01	ND	0.01	ND	0.009	ND	0.0092	0.0058J	0.0095	ND	0.01	ND	0.0097	ND	0.01
Carbon disulfide				ND	0.01	ND	0.01	ND	0.009	ND	0.0092	ND	0.0095	ND	0.01	ND	0.0097	ND	0.01
2-Butanone	0.12	0.12	100	ND	0.01	ND	0.01	ND	0.009	ND	0.0092	ND	0.0095	ND	0.01	ND	0.0097	ND	0.01
4-Methyl-2-pentanone				ND	0.01	ND	0.01	ND	0.009	ND	0.0092	ND	0.0095	ND	0.01	ND	0.0097	ND	0.01
2-Hexanone				ND	0.01	ND	0.01	ND	0.009	ND	0.0092	ND	0.0095	ND	0.01	ND	0.0097	ND	0.01
1,2-Dibromoethane				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
n-Butylbenzene	12		100	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
sec-Butylbenzene	11		100	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
tert-Butylbenzene	5.9		100	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
1,2-Dibromo-3-chloropropane				ND	0.0031	ND	0.0031	ND	0.0027	ND	0.0028	ND	0.0028	ND	0.003	ND	0.0029	ND	0.0031
Isopropylbenzene				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
p-Isopropyltoluene				ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
Naphthalene	12	12	100	ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	0.00091J	0.0041
n-Propylbenzene	3.9		100	ND	0.001	ND	0.001	ND	0.0009	ND	0.0009	ND	0.001	ND	0.001	ND	0.001	ND	0.001
1,2,4-Trichlorobenzene				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
1,3,5-Trimethylbenzene	8.4		52	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
1,2,4-Trimethylbenzene	3.6		52	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0018	ND	0.0019	ND	0.002	ND	0.0019	ND	0.002
Methyl Acetate				ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	ND	0.0041
Cyclohexane				ND	0.01	ND	0.01	ND	0.009	ND	0.0092	ND	0.0095	ND	0.01	ND	0.0097	ND	0.01
Freon-113				ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	ND	0.0041
Methyl cyclohexane				ND	0.0041	ND	0.0042	ND	0.0036	ND	0.0037	ND	0.0038	ND	0.004	ND	0.0039	ND	0.0041
General Chemistry																			
Solids, Total				91.8	0.1	91.7	0.1	95.9	0.1	96.9	0.1	94.2	0.1	96.7	0.1	94.6	0.1	94.9	0.1

* Comparison is not performed on parameters with non-numeric criteria.

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

NY-UNRES: New York NYCRR Part 375 New York Unrestricted use Criteria Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 14, 2006.

NY-RESRR: New York NYCRR Part 375 Restricted-Residential Criteria, New York Restricted use Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 14, 2006.

TABLE 2A

COVENTRY COMMONS
2022 PHASE II
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-09		SB-10		SB-11		SB-12		SB-13		SB-14		SB-15	
SAMPLING DATE				11/1/2022		11/2/2022		11/2/2022		11/2/2022		11/2/2022		11/2/2022		11/2/2022	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				10-11 FEET		8-9 FEET		4-5 FEET		4-5 FEET		3-4 FEET		4-5 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCs																	
Methylene chloride	0.05	0.05	100	ND	0.0058	-	-	-	-	-	-	-	-	-	-	-	-
1,1-Dichloroethane	0.27	0.027	26	ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
Chloroform	0.37	0.37	49	ND	0.0017	-	-	-	-	-	-	-	-	-	-	-	-
Carbon tetrachloride	0.76	0.76	2.4	ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
1,2-Dichloropropane				ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
Dibromochloromethane				ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
1,1,2-Trichloroethane				ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
Tetrachloroethene	1.3	1.3	19	0.0015	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
Chlorobenzene	1.1	1.1	100	ND	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
Trichlorofluoromethane				ND	0.0046	-	-	-	-	-	-	-	-	-	-	-	-
1,2-Dichloroethane	0.02	2.3	3.1	ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
1,1,1-Trichloroethane	0.68	100	100	ND	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
Bromodichloromethane				ND	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
trans-1,3-Dichloropropene				ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
cis-1,3-Dichloropropene				ND	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
Bromoform				ND	0.0046	-	-	-	-	-	-	-	-	-	-	-	-
1,1,2,2-Tetrachloroethane				ND	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
Benzene	0.06	2.9	4.8	ND	0.0006	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005	ND	0.0005
Toluene	0.7	100	100	0.001J	0.0012	0.00084J	0.001	0.00078J	0.001	0.00094J	0.0011	0.00079J	0.001	0.0011	0.0011	0.00062J	0.0011
Ethylbenzene	1	30	41	ND	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.0011
Chloromethane				ND	0.0046	-	-	-	-	-	-	-	-	-	-	-	-
Bromomethane				ND	0.0023	-	-	-	-	-	-	-	-	-	-	-	-
Vinyl chloride	0.02	0.02	0.9	ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
Chloroethane				ND	0.0023	-	-	-	-	-	-	-	-	-	-	-	-
1,1-Dichloroethene	0.33	0.33	100	ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0017	-	-	-	-	-	-	-	-	-	-	-	-
Trichloroethene	0.47	0.47	21	0.0018	0.0006	-	-	-	-	-	-	-	-	-	-	-	-
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.0023	-	-	-	-	-	-	-	-	-	-	-	-
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.0023	-	-	-	-	-	-	-	-	-	-	-	-
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.0023	-	-	-	-	-	-	-	-	-	-	-	-
Methyl tert butyl ether	0.93	0.93	100	ND	0.0023	ND	0.0019	ND	0.002	ND	0.0021	ND	0.0019	ND	0.0021	ND	0.0021
p/m-Xylene				ND	0.0023	ND	0.0019	ND	0.002	ND	0.0021	ND	0.0019	ND	0.0021	ND	0.0021
o-Xylene				ND	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	0.00034J	0.0011	ND	0.0011
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
Styrene				ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
Dichlorodifluoromethane				ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
Acetone	0.05	0.05	100	ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
Carbon disulfide				ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
2-Butanone	0.12	0.12	100	ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
4-Methyl-2-pentanone				ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
2-Hexanone				ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
1,2-Dibromoethane				ND	0.0012	-	-	-	-	-	-	-	-	-	-	-	-
n-Butylbenzene	12		100	ND	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.0011
sec-Butylbenzene	11		100	0.00058J	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.0011
tert-Butylbenzene	5.9		100	ND	0.0023	ND	0.0019	ND	0.002	ND	0.0021	ND	0.0019	ND	0.0021	ND	0.0021
1,2-Dibromo-3-chloropropane				ND	0.0034	-	-	-	-	-	-	-	-	-	-	-	-
Isopropylbenzene				ND	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.0011
p-Isopropyltoluene				0.00093J	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.0011
Naphthalene	12	12	100	0.002J	0.0046	ND	0.0039	ND	0.004	ND	0.0043	ND	0.0038	ND	0.0043	ND	0.0042
n-Propylbenzene	3.9		100	ND	0.0012	ND	0.001	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.0011
1,2,4-Trichlorobenzene				ND	0.0023	-	-	-	-	-	-	-	-	-	-	-	-
1,3,5-Trimethylbenzene	8.4		52	ND	0.0023	ND	0.0019	ND	0.002	ND	0.0021	ND	0.0019	ND	0.0021	ND	0.0021
1,2,4-Trimethylbenzene	3.6		52	ND	0.0023	ND	0.0019	ND	0.002	ND	0.0021	ND	0.0019	ND	0.0021	ND	0.0021
Methyl Acetate				ND	0.0046	-	-	-	-	-	-	-	-	-	-	-	-
Cyclohexane				ND	0.012	-	-	-	-	-	-	-	-	-	-	-	-
Freon-113				ND	0.0046	-	-	-	-	-	-	-	-	-	-	-	-
Methyl cyclohexane				ND	0.0046	-	-	-	-	-	-	-	-	-	-	-	-
General Chemistry																	
Solids, Total				84.7	0.1	94.9	0.1	88.9	0.1	88.3	0.1	94.7	0.1	92.5	0.1	89.5	0.1

* Comparison is not performed on parameters with non-numeric criteria.

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

NY-UNRES: New York NYCRR Part 375 New York Unrestricted use Criteria Criteria per 6 I

NY-RESRR: New York NYCRR Part 375 Restricted-Residential Criteria, New York Restricte

TABLE 2B

COVENTRY COMMONS
2024 PFAS PHASE II
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-201		SB-202		SB-203		SB-204		SB-205		SB-206	
SAMPLING DATE				9/19/2024		9/19/2024		9/19/2024		9/19/2024		9/19/2024		9/19/2024	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-5 FEET		1-5 FEET		1-5 FEET		1-5 FEET		1-5 FEET		0-5 FEET	
	Unrestricted	Protection of GW	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
PFAS															
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				ND	0.00498	ND	0.00498	ND	0.00498	ND	0.00499	ND	0.00498	ND	0.00498
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				ND	0.00498	ND	0.00498	ND	0.00498	ND	0.00499	ND	0.00498	ND	0.00498
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				ND	0.001	ND	0.001	ND	0.001	ND	0.001	ND	0.001	ND	0.001
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008	ND	0.0008
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				ND	0.00199	ND	0.00199	ND	0.00199	ND	0.002	ND	0.00199	ND	0.00199
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				ND	0.00199	ND	0.00199	ND	0.00199	ND	0.002	ND	0.00199	ND	0.00199
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004	ND	0.0004
Perfluorobutanesulfonic Acid (PFBS)				ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002
Perfluorobutanoic Acid (PFBA)				0.000031J	0.0008	0.000039J	0.0008	0.000036J	0.0008	0.00003J	0.0008	0.000032J	0.0008	0.000121J	0.0008
Perfluorodecanesulfonic Acid (PFDS)				ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	ND	0.0002	0.000073J	0.0002
Perfluorodecanoic Acid (PFDA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000135J	0.0002
Perfluorododecanesulfonic Acid (PFDoS)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000142JF	0.0002
Perfluorododecanoic Acid (PFDoA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000075J	0.0002
Perfluoroheptanesulfonic Acid (PFHpS)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	ND	0.0002
Perfluoroheptanoic Acid (PFHpA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.00008J	0.0002
Perfluorohexanesulfonic Acid (PFHxS)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000122J	0.0002
Perfluorohexanoic Acid (PFHxA)				ND	0.0002	ND	0.0002	0.000018 JF	0.0002	0.0002	0.0002	0.000022J	0.0002	0.000165J	0.0002
Perfluorononanesulfonic Acid (PFNS)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	ND	0.0002
Perfluorononanoic Acid (PFNA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000152J	0.0002
Perfluorooctanesulfonamide (PFOSA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.00002JF	0.0002
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	0.000093J	0.0002	~~0.00293~~	0.00293
Perfluorooctanoic Acid (PFOA)	0.00066	0.0008	0.033	ND	0.0002	0.000034J	0.0002	ND	0.0002	0.0002	0.0002	0.000054J	0.0002	0.000654	0.0002
Perfluoropentanesulfonic Acid (PFPeS)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	ND	0.0002
Perfluoropentanoic Acid (PFPeA)				ND	0.0004	ND	0.0004	ND	0.0004	0.0002	0.0004	ND	0.0004	0.000096J	0.0004
Perfluorotetradecanoic Acid (PFTeDA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000027J	0.0002
Perfluorotridecanoic Acid (PFTrDA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.00003J	0.0002
Perfluoroundecanoic Acid (PFUnA)				ND	0.0002	ND	0.0002	ND	0.0002	0.0002	0.0002	ND	0.0002	0.000091J	0.0002
General Chemistry															
Solids, Total	NA	NA	NA	87.8	0.1	83.6	0.1	86.6	0.1	94	0.1	85.5	0.1	84.4	0.1

* Comparison is not performed on parameters with non-numeric criteria.

Notes:

Analytical data compared to NYSDEC Sampling, Analysis, and Assessment of PFAS, April 2023
Results and soil cleanup objectives (SCO) in mg/kg
Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.
Blank space indicates that a SCO does not exist
"J" indicates estimated concentration
"U" indicates analyte not detected at concentration greater than laboratory detection limit
NY-UNRES: New York NYCRR Part 375 New York Unrestricted use Criteria Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 14, 2006.
NY-RESRR: New York NYCRR Part 375 Restricted-Residential Criteria, New York Restricted use Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 14, 2006.

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND	0.00047	ND	0.00057	ND	0.0005	ND	0.00051	ND	0.00049	ND	0.00055	ND	0.00057
1,1,2,2-Tetrachloroethane				ND	0.00047	ND	0.00057	ND	0.0005	ND	0.00051	ND	0.00049	ND	0.00055	ND	0.00057
1,1,2-Trichloroethane				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
1,1-Dichloroethane	0.27	0.27	26	ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
1,1-Dichloroethene	0.33	0.33	100	ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
1,2,3-Trichlorobenzene				ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
1,2,4-Trichlorobenzene				ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
1,2-Dibromo-3-chloropropane				ND	0.0028	ND	0.0034	ND	0.003	ND	0.0031	ND	0.003	ND	0.0033	ND	0.0034
1,2-Dibromoethane				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
1,2-Dichloroethane	0.02	0.02	3.1	ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
1,2-Dichloropropane				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
1,4-Dioxane	0.1	0.1	13	ND	0.075	ND	0.092	ND	0.081	ND	0.082	ND	0.079	ND	0.089	ND	0.091
2-Butanone	0.12	0.12	100	ND	0.0094	ND	0.011	ND	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
2-Hexanone				ND	0.0094	ND	0.011	ND	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
4-Methyl-2-pentanone				ND	0.0094	ND	0.011	ND	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
Acetone	0.05	0.05	100	0.0048J	0.0094	0.01J	0.011	0.0093J	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
Benzene	0.06	0.06	4.8	ND	0.00047	ND	0.00057	0.00061	0.0005	0.0003J	0.00051	ND	0.00049	ND	0.00055	ND	0.00057
Bromochloromethane				ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
Bromodichloromethane				ND	0.00047	ND	0.00057	ND	0.0005	ND	0.00051	ND	0.00049	ND	0.00055	ND	0.00057
Bromoform				ND	0.0037	ND	0.0046	ND	0.004	ND	0.0041	ND	0.0039	ND	0.0044	ND	0.0045
Bromomethane				ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
Carbon disulfide				ND	0.0094	ND	0.011	ND	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
Carbon tetrachloride	0.76	0.76	2.4	ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
Chlorobenzene	1.1	1.1	100	ND	0.00047	ND	0.00057	ND	0.0005	ND	0.00051	ND	0.00049	ND	0.00055	ND	0.00057
Chloroethane				ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
Chloroform	0.37	0.37	49	ND	0.0014	ND	0.0017	ND	0.0015	ND	0.0015	0.00036J	0.0015	0.0014J	0.0017	0.0012J	0.0017
Chloromethane				ND	0.0037	ND	0.0046	ND	0.004	ND	0.0041	ND	0.0039	ND	0.0044	ND	0.0045
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
cis-1,3-Dichloropropene				ND	0.00047	ND	0.00057	ND	0.0005	ND	0.00051	ND	0.00049	ND	0.00055	ND	0.00057
Cyclohexane				ND	0.0094	ND	0.011	0.0012J	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
Dibromochloromethane				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
Dichlorodifluoromethane				ND	0.0094	ND	0.011	ND	0.01	ND	0.01	ND	0.0098	ND	0.011	ND	0.011
Ethylbenzene	1	1	41	ND	0.00094	ND	0.0011	0.00043J	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
Freon-113				ND	0.0037	ND	0.0046	ND	0.004	ND	0.0041	ND	0.0039	ND	0.0044	ND	0.0045
Isopropylbenzene				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
Methyl Acetate				ND	0.0037	ND	0.0046	ND	0.004	ND	0.0041	ND	0.0039	ND	0.0044	ND	0.0045

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.0037	ND	0.0046	0.0026J	0.004	0.0011J	0.0041	ND	0.0039	ND	0.0044	ND	0.0045
Methyl tert butyl ether	0.93	0.93	100	ND	0.0019	ND	0.0023	ND	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
Methylene chloride	0.05	0.05	100	ND	0.0047	ND	0.0057	ND	0.005	ND	0.0051	ND	0.0049	ND	0.0055	ND	0.0057
o-Xylene				ND	0.00094	ND	0.0011	0.0009J	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
p/m-Xylene				ND	0.0019	ND	0.0023	0.0032	0.002	ND	0.002	ND	0.002	ND	0.0022	ND	0.0023
Styrene				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
Tetrachloroethene	1.3	1.3	19	ND	0.00047	ND	0.00057	0.0025	0.0005	0.0016	0.00051	0.00058	0.00049	0.0016	0.00055	0.0014	0.00057
Toluene	0.7	0.7	100	ND	0.00094	ND	0.0011	0.0022	0.001	0.00067J	0.001	ND	0.00098	ND	0.0011	ND	0.0011
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0014	ND	0.0017	ND	0.0015	ND	0.0015	ND	0.0015	ND	0.0017	ND	0.0017
trans-1,3-Dichloropropene				ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
Trichloroethene	0.47	0.47	21	ND	0.00047	ND	0.00057	0.00045J	0.0005	0.00029J	0.00051	ND	0.00049	0.00063	0.00055	0.00048J	0.00057
Trichlorofluoromethane				ND	0.0037	ND	0.0046	ND	0.004	ND	0.0041	ND	0.0039	ND	0.0044	ND	0.0045
Vinyl chloride	0.02	0.02	0.9	ND	0.00094	ND	0.0011	ND	0.001	ND	0.001	ND	0.00098	ND	0.0011	ND	0.0011
SVOCs																	
1,2,4,5-Tetrachlorobenzene				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	-	-	-	-	ND	0.027	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	-	-	-	-	ND	0.11	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	-	-	-	-	ND	0.16	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	-	-	-	-	ND	0.85	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2-Chloronaphthalene				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2-Chlorophenol				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2-Methylnaphthalene				-	-	-	-	-	-	ND	0.21	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2-Nitroaniline				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
2-Nitrophenol				-	-	-	-	-	-	ND	0.38	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	ND	0.26	-	-	-	-	-	-
3-Nitroaniline				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	-	-	-	-	ND	0.46	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
4-Chloroaniline				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
4-Nitroaniline				-	-	-	-	-	-	ND	0.18	-	-	-	-	-	-
4-Nitrophenol				-	-	-	-	-	-	ND	0.25	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	-	-	-	-	ND	0.14	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		ND	0.14	- -		- -		- -	
Acetophenone				- -		- -		- -		ND	0.18	- -		- -		- -	
Anthracene	100	1000	100	- -		- -		- -		ND	0.11	- -		- -		- -	
Atrazine				- -		- -		- -		ND	0.14	- -		- -		- -	
Benzaldehyde				- -		- -		- -		ND	0.23	- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		- -		- -		ND	0.11	- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		- -		- -		ND	0.14	- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		ND	0.11	- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		ND	0.14	- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		ND	0.11	- -		- -		- -	
Biphenyl				- -		- -		- -		ND	0.4	- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		- -		- -		ND	0.19	- -		- -		- -	
Bis(2-chloroethyl)ether				- -		- -		- -		ND	0.16	- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		- -		- -		ND	0.21	- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		- -		- -		ND	0.18	- -		- -		- -	
Butyl benzyl phthalate				- -		- -		- -		ND	0.18	- -		- -		- -	
Caprolactam				- -		- -		- -		ND	0.18	- -		- -		- -	
Carbazole				- -		- -		- -		ND	0.18	- -		- -		- -	
Chrysene	1	1	3.9	- -		- -		- -		ND	0.11	- -		- -		- -	
Di-n-butylphthalate				- -		- -		- -		ND	0.18	- -		- -		- -	
Di-n-octylphthalate				- -		- -		- -		ND	0.18	- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		ND	0.11	- -		- -		- -	
Dibenzofuran	7	210	59	- -		- -		- -		ND	0.18	- -		- -		- -	
Diethyl phthalate				- -		- -		- -		ND	0.18	- -		- -		- -	
Dimethyl phthalate				- -		- -		- -		ND	0.18	- -		- -		- -	
Fluoranthene	100	1000	100	- -		- -		- -		ND	0.11	- -		- -		- -	
Fluorene	30	386	100	- -		- -		- -		ND	0.18	- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		ND	0.11	- -		- -		- -	
Hexachlorobutadiene				- -		- -		- -		ND	0.18	- -		- -		- -	
Hexachlorocyclopentadiene				- -		- -		- -		ND	0.51	- -		- -		- -	
Hexachloroethane				- -		- -		- -		ND	0.14	- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		ND	0.14	- -		- -		- -	
Isophorone				- -		- -		- -		ND	0.16	- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		- -		- -		ND	0.18	- -		- -		- -	
Naphthalene	12	12	100	- -		- -		- -		ND	0.18	- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		ND 0.14		- -		- -		- -	
Nitrobenzene				- -		- -		- -		ND 0.16		- -		- -		- -	
p-Chloro-m-cresol				- -		- -		- -		ND 0.18		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		ND 0.14		- -		- -		- -	
Phenanthrene	100	1000	100	- -		- -		- -		ND 0.11		- -		- -		- -	
Phenol	0.33	0.33	100	- -		- -		- -		ND 0.18		- -		- -		- -	
Pyrene	100	1000	100	- -		- -		- -		ND 0.11		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		- -		- -		ND 0.0494		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		- -		- -		ND 0.0017		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		ND 0.0017		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		ND 0.0017		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		- -		- -		ND 0.0017		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		ND 0.000708		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		ND 0.0017		- -		- -		- -	
Chlordane				- -		- -		- -		ND 0.0142		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		ND 0.00212		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		- -		- -		ND 0.0017		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		- -		- -		ND 0.00106		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		- -		- -		ND 0.0017		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		- -		- -		ND 0.0017		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		ND 0.000708		- -		- -		- -	
Endrin	0.014	0.06	11	- -		- -		- -		ND 0.000708		- -		- -		- -	
Endrin aldehyde				- -		- -		- -		ND 0.00212		- -		- -		- -	
Endrin ketone				- -		- -		- -		ND 0.0017		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		- -		- -		ND 0.00085		- -		- -		- -	
Heptachlor epoxide				- -		- -		- -		ND 0.00319		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		- -		- -		ND 0.000708		- -		- -		- -	
Methoxychlor				- -		- -		- -		ND 0.00319		- -		- -		- -	
Toxaphene				- -		- -		- -		ND 0.0319		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		ND	0.00212	- -		- -		- -	
Herbicides																	
2,4,5-T				- -		- -		- -		ND	0.175	- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		ND	0.175	- -		- -		- -	
2,4-D				- -		- -		- -		ND	0.175	- -		- -		- -	
Metals																	
Aluminum, Total				- -		- -		- -		3470	20.2	- -		- -		- -	
Antimony, Total				- -		- -		- -		ND	10.1	- -		- -		- -	
Arsenic, Total	13	16	16	- -		- -		- -		3.35	2.02	- -		- -		- -	
Barium, Total	350	820	400	- -		- -		- -		29.4	2.02	- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		- -		- -		ND	1.01	- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		ND	2.02	- -		- -		- -	
Calcium, Total				- -		- -		- -		96600	20.2	- -		- -		- -	
Chromium, Total				- -		- -		- -		5.59	2.02	- -		- -		- -	
Cobalt, Total				- -		- -		- -		3.76J	4.05	- -		- -		- -	
Copper, Total	50	1720	270	- -		- -		- -		17.7	2.02	- -		- -		- -	
Cyanide, Total	27	40	27	- -		- -		- -		ND	1	- -		- -		- -	
Iron, Total				- -		- -		- -		9510	10.1	- -		- -		- -	
Lead, Total	63	450	400	- -		- -		- -		6.97J	10.1	- -		- -		- -	
Magnesium, Total				- -		- -		- -		29400	20.2	- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		- -		- -		551	2.02	- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		ND	0.084	- -		- -		- -	
Nickel, Total	30	130	310	- -		- -		- -		6.85	5.06	- -		- -		- -	
Potassium, Total				- -		- -		- -		504J	506	- -		- -		- -	
Selenium, Total	3.9	4	180	- -		- -		- -		ND	4.05	- -		- -		- -	
Silver, Total	2	8.3	180	- -		- -		- -		ND	1.01	- -		- -		- -	
Sodium, Total				- -		- -		- -		ND	405	- -		- -		- -	
Thallium, Total				- -		- -		- -		ND	4.05	- -		- -		- -	
Vanadium, Total				- -		- -		- -		7.17	2.02	- -		- -		- -	
Zinc, Total	109	2480	10000	- -		- -		- -		51.7	10.1	- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		ND	0.000796	- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		ND	0.000796	- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		ND	0.000796	- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		ND	0.000796	- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		ND	0.00497	- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		ND	0.00497	- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		ND	0.000994	- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		ND	0.000796	- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		ND	0.000796	- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		ND	0.000796	- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		ND	0.00199	- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		ND	0.00199	- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		ND	0.000398	- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		ND	0.000398	- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		ND	0.000398	- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		ND	0.000398	- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		ND	0.000796	- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		ND	0.000398	- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		ND	0.000199	- -		- -		- -	
General Chemistry																	
Solids, Total				88.5	0.1	- -		95.8	0.1	93.1	0.1	82.8	0.1	81.4	0.1	81.4	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 3-4		SB-301 3-4		SB-301 7-8		SB-301 13-15		SB-301 17-18		SB-301 21-22		DUP-01	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				3-4 FEET		3-4 FEET		7-8 FEET		13-15 FEET		17-18 FEET		21-22 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND	0.00052	ND	0.00052	ND	0.00044	ND	0.00053	ND	0.0005	ND	0.00041	ND	0.019
1,1,2,2-Tetrachloroethane				ND	0.00052	ND	0.00052	ND	0.00044	ND	0.00053	ND	0.0005	ND	0.00041	ND	0.019
1,1,2-Trichloroethane				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
1,1-Dichloroethane	0.27	0.27	26	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
1,1-Dichloroethene	0.33	0.33	100	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
1,2,3-Trichlorobenzene				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
1,2,4-Trichlorobenzene				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
1,2-Dibromo-3-chloropropane				ND	0.0031	ND	0.0031	ND	0.0026	ND	0.0032	ND	0.003	ND	0.0024	ND	0.11
1,2-Dibromoethane				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
1,2-Dichloroethane	0.02	0.02	3.1	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
1,2-Dichloropropane				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
1,4-Dioxane	0.1	0.1	13	ND	0.082	ND	0.083	ND	0.07	ND	0.085	ND	0.081	ND	0.065	ND	3
2-Butanone	0.12	0.12	100	ND	0.01	ND	0.01	ND	0.0088	ND	0.011	ND	0.01	ND	0.0081	ND	0.38
2-Hexanone				ND	0.01	ND	0.01	ND	0.0088	ND	0.011	ND	0.01	ND	0.0081	ND	0.38
4-Methyl-2-pentanone				ND	0.01	ND	0.01	ND	0.0088	ND	0.011	ND	0.01	ND	0.0081	ND	0.38
Acetone	0.05	0.05	100	ND	0.01	ND	0.01	0.0094	0.0088	ND	0.011	ND	0.01	ND	0.0081	ND	0.38
Benzene	0.06	0.06	4.8	0.00045J	0.00052	0.00026J	0.00052	0.00025J	0.00044	ND	0.00053	ND	0.0005	ND	0.00041	ND	0.019
Bromochloromethane				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
Bromodichloromethane				ND	0.00052	ND	0.00052	ND	0.00044	ND	0.00053	ND	0.0005	ND	0.00041	ND	0.019
Bromoform				ND	0.0041	ND	0.0041	ND	0.0035	ND	0.0043	ND	0.004	ND	0.0032	ND	0.15
Bromomethane				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
Carbon disulfide				ND	0.01	ND	0.01	ND	0.0088	ND	0.011	ND	0.01	ND	0.0081	ND	0.38
Carbon tetrachloride	0.76	0.76	2.4	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
Chlorobenzene	1.1	1.1	100	ND	0.00052	ND	0.00052	ND	0.00044	ND	0.00053	ND	0.0005	ND	0.00041	ND	0.019
Chloroethane				ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
Chloroform	0.37	0.37	49	0.0014J	0.0015	0.0013J	0.0016	0.001J	0.0013	ND	0.0016	ND	0.0015	ND	0.0012	ND	0.057
Chloromethane				ND	0.0041	ND	0.0041	ND	0.0035	ND	0.0043	ND	0.004	ND	0.0032	ND	0.15
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
cis-1,3-Dichloropropene				ND	0.00052	ND	0.00052	ND	0.00044	ND	0.00053	ND	0.0005	ND	0.00041	ND	0.019
Cyclohexane				ND	0.01	ND	0.01	0.00078J	0.0088	ND	0.011	ND	0.01	ND	0.0081	0.095J	0.38
Dibromochloromethane				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
Dichlorodifluoromethane				ND	0.01	ND	0.01	ND	0.0088	ND	0.011	ND	0.01	ND	0.0081	ND	0.38
Ethylbenzene	1	1	41	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	0.0083J	0.038
Freon-113				ND	0.0041	ND	0.0041	ND	0.0035	ND	0.0043	ND	0.004	ND	0.0032	ND	0.15
Isopropylbenzene				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	0.0066J	0.038
Methyl Acetate				ND	0.0041	ND	0.0041	ND	0.0035	ND	0.0043	ND	0.004	ND	0.0032	0.17	0.15

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				0.0016J	0.0041	0.00068J	0.0041	0.0011J	0.0035	ND	0.0043	ND	0.004	ND	0.0032	0.32	0.15
Methyl tert butyl ether	0.93	0.93	100	ND	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	ND	0.076
Methylene chloride	0.05	0.05	100	ND	0.0052	ND	0.0052	ND	0.0044	ND	0.0053	ND	0.005	ND	0.0041	ND	0.19
o-Xylene				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	0.058	0.038
p/m-Xylene				0.00071J	0.0021	ND	0.0021	ND	0.0018	ND	0.0021	ND	0.002	ND	0.0016	0.083	0.076
Styrene				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
Tetrachloroethene	1.3	1.3	19	0.0015	0.00052	0.026	0.00052	0.04	0.00044	0.069	0.00053	ND	0.0005	ND	0.00041	**2.5**	0.019
Toluene	0.7	0.7	100	0.00096J	0.001	ND	0.001	0.0006J	0.00088	ND	0.0011	ND	0.001	ND	0.00081	0.039	0.038
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0015	ND	0.0016	ND	0.0013	ND	0.0016	ND	0.0015	ND	0.0012	ND	0.057
trans-1,3-Dichloropropene				ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
Trichloroethene	0.47	0.47	21	0.0004J	0.00052	0.018	0.00052	0.0024	0.00044	0.0056	0.00053	ND	0.0005	ND	0.00041	**2**	0.019
Trichlorofluoromethane				ND	0.0041	ND	0.0041	ND	0.0035	ND	0.0043	ND	0.004	ND	0.0032	ND	0.15
Vinyl chloride	0.02	0.02	0.9	ND	0.001	ND	0.001	ND	0.00088	ND	0.0011	ND	0.001	ND	0.00081	ND	0.038
SVOCs																	
1,2,4,5-Tetrachlorobenzene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Chloronaphthalene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Chlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Methylnaphthalene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Nitroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Nitrophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	-	-	-	-	-	-	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3-Nitroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chloroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Nitroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Nitrophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	~~Protection of Groundwater~~	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		- -		- -		- -		- -	
Acetophenone				- -		- -		- -		- -		- -		- -		- -	
Anthracene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Atrazine				- -		- -		- -		- -		- -		- -		- -	
Benzaldehyde				- -		- -		- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		- -		- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		- -		- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		- -		- -		- -		- -	
Biphenyl				- -		- -		- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		- -		- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		- -		- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		- -		- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		- -		- -		- -		- -		- -		- -	
Butyl benzyl phthalate				- -		- -		- -		- -		- -		- -		- -	
Caprolactam				- -		- -		- -		- -		- -		- -		- -	
Carbazole				- -		- -		- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		- -		- -		- -		- -		- -		- -	
Di-n-butylphthalate				- -		- -		- -		- -		- -		- -		- -	
Di-n-octylphthalate				- -		- -		- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		- -		- -		- -		- -		- -		- -	
Diethyl phthalate				- -		- -		- -		- -		- -		- -		- -	
Dimethyl phthalate				- -		- -		- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Fluorene	30	386	100	- -		- -		- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		- -		- -		- -		- -	
Hexachlorobutadiene				- -		- -		- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		- -		- -		- -		- -		- -		- -	
Hexachloroethane				- -		- -		- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		- -		- -		- -		- -	
Isophorone				- -		- -		- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		- -		- -		- -		- -		- -		- -	
Naphthalene	12	12	100	- -		- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		- -		- -		- -		- -	
Nitrobenzene				- -		- -		- -		- -		- -		- -		- -	
p-Chloro-m-cresol				- -		- -		- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		- -		- -		- -		- -		- -		- -	
Pyrene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		- -		- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		- -		- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		- -		- -		- -		- -	
Chlordane				- -		- -		- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		- -		- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		- -		- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		- -		- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		- -		- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		- -		- -		- -		- -		- -		- -	
Endrin aldehyde				- -		- -		- -		- -		- -		- -		- -	
Endrin ketone				- -		- -		- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		- -		- -		- -		- -		- -		- -	
Heptachlor epoxide				- -		- -		- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		- -		- -		- -		- -		- -		- -	
Methoxychlor				- -		- -		- -		- -		- -		- -		- -	
Toxaphene				- -		- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		- -		- -		- -		- -	
Herbicides																	
2,4,5-T				- -		- -		- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		- -		- -		- -		- -	
2,4-D				- -		- -		- -		- -		- -		- -		- -	
Metals																	
Aluminum, Total				- -		- -		- -		- -		- -		- -		- -	
Antimony, Total				- -		- -		- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		- -		- -		- -		- -		- -		- -	
Barium, Total	350	820	400	- -		- -		- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		- -		- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		- -		- -		- -		- -	
Calcium, Total				- -		- -		- -		- -		- -		- -		- -	
Chromium, Total				- -		- -		- -		- -		- -		- -		- -	
Cobalt, Total				- -		- -		- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		- -		- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		- -		- -		- -		- -		- -		- -	
Iron, Total				- -		- -		- -		- -		- -		- -		- -	
Lead, Total	63	450	400	- -		- -		- -		- -		- -		- -		- -	
Magnesium, Total				- -		- -		- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		- -		- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		- -		- -		- -		- -		- -		- -	
Potassium, Total				- -		- -		- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		- -		- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		- -		- -		- -		- -		- -		- -	
Sodium, Total				- -		- -		- -		- -		- -		- -		- -	
Thallium, Total				- -		- -		- -		- -		- -		- -		- -	
Vanadium, Total				- -		- -		- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		- -		- -		- -		- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		- -		- -		- -		- -	
General Chemistry																	
Solids, Total				83.3	0.1	77.7	0.1	87.3	0.1	77.6	0.1	83.6	0.1	87.8	0.1	89.5	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-301 27-28		SB-301 32-33		SB-301 37-38		SB-301 42-43		SB-301 47-48		SB-301 51-52		SB-302 1-2	
SAMPLING DATE				5/9/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				27-28 FEET		32-33 FEET		37-38 FEET		42-43 FEET		47-48 FEET		51-52 FEET		1-2 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND	0.0004	ND	0.00052	ND	0.00045	ND	0.016	ND	0.00041	ND	0.0005	ND	0.00054
1,1,2,2-Tetrachloroethane				ND	0.0004	ND	0.00052	ND	0.00045	ND	0.016	ND	0.00041	ND	0.0005	ND	0.00054
1,1,2-Trichloroethane				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
1,1-Dichloroethane	0.27	0.27	26	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
1,1-Dichloroethene	0.33	0.33	100	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	0.0002J	0.00081	ND	0.001	ND	0.0011
1,2,3-Trichlorobenzene				ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
1,2,4-Trichlorobenzene				ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
1,2-Dibromo-3-chloropropane				ND	0.0024	ND	0.0031	ND	0.0027	ND	0.097	ND	0.0024	ND	0.003	ND	0.0032
1,2-Dibromoethane				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
1,2-Dichloroethane	0.02	0.02	3.1	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
1,2-Dichloropropane				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
1,4-Dioxane	0.1	0.1	13	ND	0.064	ND	0.084	ND	0.072	ND	2.6	ND	0.065	ND	0.081	ND	0.086
2-Butanone	0.12	0.12	100	ND	0.008	ND	0.01	ND	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
2-Hexanone				ND	0.008	ND	0.01	ND	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
4-Methyl-2-pentanone				ND	0.008	ND	0.01	ND	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
Acetone	0.05	0.05	100	ND	0.008	ND	0.01	ND	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
Benzene	0.06	0.06	4.8	0.00024J	0.0004	ND	0.00052	0.00038J	0.00045	ND	0.016	ND	0.00041	ND	0.0005	ND	0.00054
Bromochloromethane				ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
Bromodichloromethane				ND	0.0004	ND	0.00052	ND	0.00045	ND	0.016	ND	0.00041	ND	0.0005	ND	0.00054
Bromoform				ND	0.0032	ND	0.0042	ND	0.0036	ND	0.13	ND	0.0032	ND	0.004	ND	0.0043
Bromomethane				ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
Carbon disulfide				ND	0.008	ND	0.01	ND	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
Carbon tetrachloride	0.76	0.76	2.4	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
Chlorobenzene	1.1	1.1	100	ND	0.0004	ND	0.00052	ND	0.00045	ND	0.016	ND	0.00041	ND	0.0005	ND	0.00054
Chloroethane				ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
Chloroform	0.37	0.37	49	ND	0.0012	ND	0.0016	0.00095J	0.0014	ND	0.049	0.00054J	0.0012	0.00087J	0.0015	0.0013J	0.0016
Chloromethane				ND	0.0032	ND	0.0042	ND	0.0036	ND	0.13	ND	0.0032	ND	0.004	ND	0.0043
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	0.00037J	0.00081	ND	0.001	ND	0.0011
cis-1,3-Dichloropropene				ND	0.0004	ND	0.00052	ND	0.00045	ND	0.016	ND	0.00041	ND	0.0005	ND	0.00054
Cyclohexane				ND	0.008	ND	0.01	0.00069J	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
Dibromochloromethane				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
Dichlorodifluoromethane				ND	0.008	ND	0.01	ND	0.009	ND	0.32	ND	0.0081	ND	0.01	ND	0.011
Ethylbenzene	1	1	41	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
Freon-113				ND	0.0032	ND	0.0042	ND	0.0036	ND	0.13	ND	0.0032	ND	0.004	ND	0.0043
Isopropylbenzene				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
Methyl Acetate				ND	0.0032	ND	0.0042	ND	0.0036	ND	0.13	ND	0.0032	ND	0.004	ND	0.0043

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				0.0007J	0.0032	ND	0.0042	0.0012J	0.0036	ND	0.13	ND	0.0032	ND	0.004	ND	0.0043
Methyl tert butyl ether	0.93	0.93	100	ND	0.0016	ND	0.0021	ND	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
Methylene chloride	0.05	0.05	100	ND	0.004	ND	0.0052	ND	0.0045	ND	0.16	ND	0.0041	ND	0.005	ND	0.0054
o-Xylene				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
p/m-Xylene				ND	0.0016	ND	0.0021	0.00054J	0.0018	ND	0.065	ND	0.0016	ND	0.002	ND	0.0022
Styrene				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
Tetrachloroethene	1.3	1.3	19	0.0076	0.0004	0.0048	0.00052	0.00096	0.00045	2.5	0.016	0.16	0.00041	0.037	0.0005	0.0054	0.00054
Toluene	0.7	0.7	100	0.00044J	0.0008	ND	0.001	0.00076J	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0012	ND	0.0016	ND	0.0014	ND	0.049	0.00019J	0.0012	ND	0.0015	ND	0.0016
trans-1,3-Dichloropropene				ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
Trichloroethene	0.47	0.47	21	0.01	0.0004	0.007	0.00052	0.0002J	0.00045	0.38	0.016	0.051	0.00041	0.016	0.0005	0.0019	0.00054
Trichlorofluoromethane				ND	0.0032	ND	0.0042	ND	0.0036	ND	0.13	ND	0.0032	ND	0.004	ND	0.0043
Vinyl chloride	0.02	0.02	0.9	ND	0.0008	ND	0.001	ND	0.0009	ND	0.032	ND	0.00081	ND	0.001	ND	0.0011
SVOCs																	
1,2,4,5-Tetrachlorobenzene				- -		ND	0.18	- -		- -		- -		- -		- -	
1,4-Dioxane	0.1	0.1	13	- -		ND	0.026	- -		- -		- -		- -		- -	
2,3,4,6-Tetrachlorophenol				- -		ND	0.18	- -		- -		- -		- -		- -	
2,4,5-Trichlorophenol				- -		ND	0.18	- -		- -		- -		- -		- -	
2,4,6-Trichlorophenol				- -		ND	0.1	- -		- -		- -		- -		- -	
2,4-Dichlorophenol				- -		ND	0.16	- -		- -		- -		- -		- -	
2,4-Dimethylphenol				- -		ND	0.18	- -		- -		- -		- -		- -	
2,4-Dinitrophenol				- -		ND	0.85	- -		- -		- -		- -		- -	
2,4-Dinitrotoluene				- -		ND	0.18	- -		- -		- -		- -		- -	
2,6-Dinitrotoluene				- -		ND	0.18	- -		- -		- -		- -		- -	
2-Chloronaphthalene				- -		ND	0.18	- -		- -		- -		- -		- -	
2-Chlorophenol				- -		ND	0.18	- -		- -		- -		- -		- -	
2-Methylnaphthalene				- -		ND	0.21	- -		- -		- -		- -		- -	
2-Methylphenol	0.33	0.33	100	- -		ND	0.18	- -		- -		- -		- -		- -	
2-Nitroaniline				- -		ND	0.18	- -		- -		- -		- -		- -	
2-Nitrophenol				- -		ND	0.38	- -		- -		- -		- -		- -	
3,3'-Dichlorobenzidine				- -		ND	0.18	- -		- -		- -		- -		- -	
3-Methylphenol/4-Methylphenol	0.33	0.33	100	- -		ND	0.25	- -		- -		- -		- -		- -	
3-Nitroaniline				- -		ND	0.18	- -		- -		- -		- -		- -	
4,6-Dinitro-o-cresol				- -		ND	0.46	- -		- -		- -		- -		- -	
4-Bromophenyl phenyl ether				- -		ND	0.18	- -		- -		- -		- -		- -	
4-Chloroaniline				- -		ND	0.18	- -		- -		- -		- -		- -	
4-Chlorophenyl phenyl ether				- -		ND	0.18	- -		- -		- -		- -		- -	
4-Nitroaniline				- -		ND	0.18	- -		- -		- -		- -		- -	
4-Nitrophenol				- -		ND	0.25	- -		- -		- -		- -		- -	
Acenaphthene	20	98	100	- -		ND	0.14	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		ND	0.14	- -		- -		- -		- -		- -	
Acetophenone				- -		ND	0.18	- -		- -		- -		- -		- -	
Anthracene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
Atrazine				- -		ND	0.14	- -		- -		- -		- -		- -	
Benzaldehyde				- -		ND	0.23	- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		ND	0.1	- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		ND	0.14	- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		ND	0.1	- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		ND	0.14	- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		ND	0.1	- -		- -		- -		- -		- -	
Biphenyl				- -		ND	0.4	- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		ND	0.19	- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		ND	0.16	- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		ND	0.21	- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Butyl benzyl phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Caprolactam				- -		ND	0.18	- -		- -		- -		- -		- -	
Carbazole				- -		ND	0.18	- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		ND	0.1	- -		- -		- -		- -		- -	
Di-n-butylphthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Di-n-octylphthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		ND	0.1	- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		ND	0.18	- -		- -		- -		- -		- -	
Diethyl phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Dimethyl phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
Fluorene	30	386	100	- -		ND	0.18	- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		ND	0.1	- -		- -		- -		- -		- -	
Hexachlorobutadiene				- -		ND	0.18	- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		ND	0.5	- -		- -		- -		- -		- -	
Hexachloroethane				- -		ND	0.14	- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		ND	0.14	- -		- -		- -		- -		- -	
Isophorone				- -		ND	0.16	- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		ND	0.18	- -		- -		- -		- -		- -	
Naphthalene	12	12	100	- -		ND	0.18	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		ND	0.14	- -		- -		- -		- -		- -	
Nitrobenzene				- -		ND	0.16	- -		- -		- -		- -		- -	
p-Chloro-m-cresol				- -		ND	0.18	- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		ND	0.14	- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		ND	0.18	- -		- -		- -		- -		- -	
Pyrene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		ND	0.0503	- -		- -		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		ND	0.00167	- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		0.000639J	0.00167	- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		ND	0.00167	- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		ND	0.00167	- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		ND	0.000696	- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		ND	0.00167	- -		- -		- -		- -		- -	
Chlordane				- -		ND	0.0139	- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		ND	0.00209	- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		ND	0.00167	- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		ND	0.00104	- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		ND	0.00167	- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		ND	0.00167	- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		ND	0.000696	- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		ND	0.000696	- -		- -		- -		- -		- -	
Endrin aldehyde				- -		ND	0.00209	- -		- -		- -		- -		- -	
Endrin ketone				- -		ND	0.00167	- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		ND	0.000835	- -		- -		- -		- -		- -	
Heptachlor epoxide				- -		ND	0.00313	- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		ND	0.000696	- -		- -		- -		- -		- -	
Methoxychlor				- -		ND	0.00313	- -		- -		- -		- -		- -	
Toxaphene				- -		ND	0.0313	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		ND	0.00209	- -		- -		- -		- -		- -	
Herbicides																	
2,4,5-T				- -		ND	0.178	- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		ND	0.178	- -		- -		- -		- -		- -	
2,4-D				- -		ND	0.178	- -		- -		- -		- -		- -	
Metals																	
Aluminum, Total				- -		5360	8.27	- -		- -		- -		- -		- -	
Antimony, Total				- -		ND	4.14	- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		2	0.827	- -		- -		- -		- -		- -	
Barium, Total	350	820	400	- -		13.5	0.827	- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		0.18J	0.414	- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		ND	0.827	- -		- -		- -		- -		- -	
Calcium, Total				- -		70400	8.27	- -		- -		- -		- -		- -	
Chromium, Total				- -		7.95	0.827	- -		- -		- -		- -		- -	
Cobalt, Total				- -		3.13	1.65	- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		12.4	0.827	- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		ND	1	- -		- -		- -		- -		- -	
Iron, Total				- -		11000	4.14	- -		- -		- -		- -		- -	
Lead, Total	63	450	400	- -		3.72J	4.14	- -		- -		- -		- -		- -	
Magnesium, Total				- -		29100	8.27	- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		355	0.827	- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		ND	0.08	- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		**41.1**	2.07	- -		- -		- -		- -		- -	
Potassium, Total				- -		705	207	- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		ND	1.65	- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		ND	0.414	- -		- -		- -		- -		- -	
Sodium, Total				- -		114J	165	- -		- -		- -		- -		- -	
Thallium, Total				- -		ND	1.65	- -		- -		- -		- -		- -	
Vanadium, Total				- -		8.55	0.827	- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		42.2	4.14	- -		- -		- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		ND	0.000793	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		ND	0.000793	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		ND	0.000793	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		0.000186J	0.000793	- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		ND	0.00496	- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		ND	0.00496	- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		ND	0.000991	- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		ND	0.000793	- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		ND	0.000793	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		ND	0.000793	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		ND	0.00198	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		ND	0.00198	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		ND	0.000793	- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		0.000052J	0.000198	- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
General Chemistry																	
Solids, Total				94.5	0.1	91.9	0.1	81.7	0.1	84.1	0.1	84.9	0.1	80	0.1	77	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 7-8		SB-302 13-15		SB-302 17-18		SB-302 23-24		DUP-03		SB-302 28-29		SB-302 33-34	
SAMPLING DATE				5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025		5/12/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				7-8 FEET		13-15 FEET		17-18 FEET		23-24 FEET				28-29 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS													
1,1,1-Trichloroethane	0.68	0.68	100	ND 0.00042		ND 0.00038		ND 0.00063		ND 0.00055		ND 0.00057	
1,1,2,2-Tetrachloroethane				ND 0.00042		ND 0.00038		ND 0.00063		ND 0.00055		ND 0.00057	
1,1,2-Trichloroethane				ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
1,1-Dichloroethane	0.27	0.27	26	ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
1,1-Dichloroethene	0.33	0.33	100	ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
1,2,3-Trichlorobenzene				ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
1,2,4-Trichlorobenzene				ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
1,2-Dibromo-3-chloropropane				ND 0.0025		ND 0.0023		ND 0.0038		ND 0.0033		ND 0.0034	
1,2-Dibromoethane				ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
1,2-Dichlorobenzene	1.1	1.1	100	ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
1,2-Dichloroethane	0.02	0.02	3.1	ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
1,2-Dichloropropane				ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
1,3-Dichlorobenzene	2.4	2.4	49	ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
1,4-Dichlorobenzene	1.8	1.8	13	ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
1,4-Dioxane	0.1	0.1	13	ND 0.067		ND 0.062		ND 0.1		ND 0.088		ND 0.092	
2-Butanone	0.12	0.12	100	ND 0.0084		ND 0.0077		ND 0.013		ND 0.011		ND 0.011	
2-Hexanone				ND 0.0084		ND 0.0077		ND 0.013		ND 0.011		ND 0.011	
4-Methyl-2-pentanone				ND 0.0084		ND 0.0077		ND 0.013		ND 0.011		ND 0.011	
Acetone	0.05	0.05	100	ND 0.0084		ND 0.0077		0.0079J	0.013	ND 0.011		ND 0.011	
Benzene	0.06	0.06	4.8	ND 0.00042		ND 0.00038		ND 0.00063		0.00023J	0.00055	ND 0.00057	
Bromochloromethane				ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
Bromodichloromethane				ND 0.00042		ND 0.00038		ND 0.00063		ND 0.00055		ND 0.00057	
Bromoform				ND 0.0034		ND 0.0031		ND 0.0051		ND 0.0044		ND 0.0046	
Bromomethane				ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
Carbon disulfide				ND 0.0084		ND 0.0077		ND 0.013		ND 0.011		ND 0.011	
Carbon tetrachloride	0.76	0.76	2.4	ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
Chlorobenzene	1.1	1.1	100	ND 0.00042		ND 0.00038		ND 0.00063		ND 0.00055		ND 0.00057	
Chloroethane				ND 0.0017		ND 0.0015		ND 0.0025		ND 0.0022		ND 0.0023	
Chloroform	0.37	0.37	49	0.00087J	0.0013	ND 0.0012		ND 0.0019		ND 0.0016		ND 0.0017	
Chloromethane				ND 0.0034		ND 0.0031		ND 0.0051		ND 0.0044		ND 0.0046	
cis-1,2-Dichloroethene	0.25	0.25	100	ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
cis-1,3-Dichloropropene				ND 0.00042		ND 0.00038		ND 0.00063		ND 0.00055		ND 0.00057	
Cyclohexane				ND 0.0084		ND 0.0077		ND 0.013		ND 0.011		ND 0.011	
Dibromochloromethane				ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
Dichlorodifluoromethane				ND 0.0084		ND 0.0077		ND 0.013		ND 0.011		ND 0.011	
Ethylbenzene	1	1	41	ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
Freon-113				ND 0.0034		ND 0.0031		ND 0.0051		ND 0.0044		ND 0.0046	
Isopropylbenzene				ND 0.00084		ND 0.00077		ND 0.0013		ND 0.0011		ND 0.0011	
Methyl Acetate				ND 0.0034		ND 0.0031		ND 0.0051		ND 0.0044		ND 0.0046	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.0034	ND	0.0031	ND	0.0051	ND	0.0044	ND	0.0046
Methyl tert butyl ether	0.93	0.93	100	ND	0.0017	ND	0.0015	ND	0.0025	ND	0.0022	ND	0.0023
Methylene chloride	0.05	0.05	100	ND	0.0042	ND	0.0038	ND	0.0063	ND	0.0055	ND	0.0057
o-Xylene				ND	0.00084	ND	0.00077	ND	0.0013	ND	0.0011	ND	0.0011
p/m-Xylene				ND	0.0017	ND	0.0015	ND	0.0025	0.0011J	0.0022	ND	0.0023
Styrene				ND	0.00084	ND	0.00077	ND	0.0013	ND	0.0011	ND	0.0011
Tetrachloroethene	1.3	1.3	19	0.0016	0.00042	ND	0.00038	0.014	0.00063	0.0026	0.00055	0.0023	0.00057
Toluene	0.7	0.7	100	ND	0.00084	ND	0.00077	ND	0.0013	0.00084J	0.0011	ND	0.0011
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0013	ND	0.0012	ND	0.0019	ND	0.0016	ND	0.0017
trans-1,3-Dichloropropene				ND	0.00084	ND	0.00077	ND	0.0013	ND	0.0011	ND	0.0011
Trichloroethene	0.47	0.47	21	0.0036	0.00042	ND	0.00038	0.00094	0.00063	ND	0.00055	ND	0.00057
Trichlorofluoromethane				ND	0.0034	ND	0.0031	ND	0.0051	ND	0.0044	ND	0.0046
Vinyl chloride	0.02	0.02	0.9	ND	0.00084	ND	0.00077	ND	0.0013	ND	0.0011	ND	0.0011
SVOCs													
1,2,4,5-Tetrachlorobenzene				-	-	-	-	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	-	-	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	-	-	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	-	-	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	-	-	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	-	-	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	-	-	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	-	-	-	-	-	-	-	-
2-Chloronaphthalene				-	-	-	-	-	-	-	-	-	-
2-Chlorophenol				-	-	-	-	-	-	-	-	-	-
2-Methylnaphthalene				-	-	-	-	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	-	-
2-Nitroaniline				-	-	-	-	-	-	-	-	-	-
2-Nitrophenol				-	-	-	-	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	-	-	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	-	-
3-Nitroaniline				-	-	-	-	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	-	-	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	-	-	-	-	-	-	-	-
4-Chloroaniline				-	-	-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	-	-	-	-	-	-	-	-
4-Nitroaniline				-	-	-	-	-	-	-	-	-	-
4-Nitrophenol				-	-	-	-	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	-	-	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		- -		- -	
Acetophenone				- -		- -		- -		- -		- -	
Anthracene	100	1000	100	- -		- -		- -		- -		- -	
Atrazine				- -		- -		- -		- -		- -	
Benzaldehyde				- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		- -		- -	
Biphenyl				- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		- -		- -		- -		- -	
Butyl benzyl phthalate				- -		- -		- -		- -		- -	
Caprolactam				- -		- -		- -		- -		- -	
Carbazole				- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		- -		- -		- -		- -	
Di-n-butylphthalate				- -		- -		- -		- -		- -	
Di-n-octylphthalate				- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		- -		- -		- -		- -	
Diethyl phthalate				- -		- -		- -		- -		- -	
Dimethyl phthalate				- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		- -		- -		- -		- -	
Fluorene	30	386	100	- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		- -		- -	
Hexachlorobutadiene				- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		- -		- -		- -		- -	
Hexachloroethane				- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		- -		- -	
Isophorone				- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		- -		- -		- -		- -	
Naphthalene	12	12	100	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		- -		- -	
Nitrobenzene				- -		- -		- -		- -		- -	
p-Chloro-m-cresol				- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		- -		- -		- -		- -	
Pyrene	100	1000	100	- -		- -		- -		- -		- -	
PCBs													
Aroclor 1016	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		- -		- -		- -		- -	
Pesticides													
4,4'-DDD	0.0033	14	13	- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		- -		- -	
Chlordane				- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		- -		- -		- -		- -	
Endrin aldehyde				- -		- -		- -		- -		- -	
Endrin ketone				- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		- -		- -		- -		- -	
Heptachlor epoxide				- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		- -		- -		- -		- -	
Methoxychlor				- -		- -		- -		- -		- -	
Toxaphene				- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		- -		- -	
Herbicides													
2,4,5-T				- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		- -		- -	
2,4-D				- -		- -		- -		- -		- -	
Metals													
Aluminum, Total				- -		- -		- -		- -		- -	
Antimony, Total				- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		- -		- -		- -		- -	
Barium, Total	350	820	400	- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		- -		- -	
Calcium, Total				- -		- -		- -		- -		- -	
Chromium, Total				- -		- -		- -		- -		- -	
Cobalt, Total				- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		- -		- -		- -		- -	
Iron, Total				- -		- -		- -		- -		- -	
Lead, Total	63	450	400	- -		- -		- -		- -		- -	
Magnesium, Total				- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		- -		- -		- -		- -	
Potassium, Total				- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		- -		- -		- -		- -	
Sodium, Total				- -		- -		- -		- -		- -	
Thallium, Total				- -		- -		- -		- -		- -	
Vanadium, Total				- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		- -		- -		- -		- -	
PFAS													
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		- -		- -	
General Chemistry													
Solids, Total				86	0.1	88.3	0.1	84.2	0.1	95.2	0.1	95.6	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-302 35-36		SB-302 39-40		SB-303 3-4		SB-303 8-9		SB-303 13-14	
SAMPLING DATE				5/12/2025		5/12/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				35-36 FEET		39-40 FEET		3-4 FEET		8-9 FEET		13-14 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND 0.00056		ND 0.00042		ND 0.00051		ND 0.00053		ND 0.00052		ND 0.00054		ND 0.00047	
1,1,2,2-Tetrachloroethane				ND 0.00056		ND 0.00042		ND 0.00051		ND 0.00053		ND 0.00052		ND 0.00054		ND 0.00047	
1,1,2-Trichloroethane				ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
1,1-Dichloroethane	0.27	0.27	26	ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
1,1-Dichloroethene	0.33	0.33	100	ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
1,2,3-Trichlorobenzene				ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
1,2,4-Trichlorobenzene				ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
1,2-Dibromo-3-chloropropane				ND 0.0034		ND 0.0026		ND 0.003		ND 0.0032		ND 0.0031		ND 0.0032		ND 0.0028	
1,2-Dibromoethane				ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
1,2-Dichlorobenzene	1.1	1.1	100	ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
1,2-Dichloroethane	0.02	0.02	3.1	ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
1,2-Dichloropropane				ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
1,3-Dichlorobenzene	2.4	2.4	49	ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
1,4-Dichlorobenzene	1.8	1.8	13	ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
1,4-Dioxane	0.1	0.1	13	ND 0.089		ND 0.068		ND 0.081		ND 0.085		ND 0.082		ND 0.086		ND 0.075	
2-Butanone	0.12	0.12	100	ND 0.011		ND 0.0085		ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
2-Hexanone				ND 0.011		ND 0.0085		ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
4-Methyl-2-pentanone				ND 0.011		ND 0.0085		ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
Acetone	0.05	0.05	100	ND 0.011		ND 0.0085		ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
Benzene	0.06	0.06	4.8	0.00019J	0.00056	0.00055	0.00042	ND 0.00051		ND 0.00053		ND 0.00052		ND 0.00054		ND 0.00047	
Bromochloromethane				ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
Bromodichloromethane				ND 0.00056		ND 0.00042		ND 0.00051		ND 0.00053		ND 0.00052		ND 0.00054		ND 0.00047	
Bromoform				ND 0.0045		ND 0.0034		ND 0.004		ND 0.0043		ND 0.0041		ND 0.0043		ND 0.0038	
Bromomethane				ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
Carbon disulfide				ND 0.011		ND 0.0085		ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
Carbon tetrachloride	0.76	0.76	2.4	ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
Chlorobenzene	1.1	1.1	100	ND 0.00056		ND 0.00042		ND 0.00051		ND 0.00053		ND 0.00052		ND 0.00054		ND 0.00047	
Chloroethane				ND 0.0022		ND 0.0017		ND 0.002		ND 0.0021		ND 0.0021		ND 0.0021		ND 0.0019	
Chloroform	0.37	0.37	49	ND 0.0017		0.00055J	0.0013	0.00082J	0.0015	0.00078J	0.0016	0.0014J	0.0015	ND 0.0016		ND 0.0014	
Chloromethane				ND 0.0045		ND 0.0034		ND 0.004		ND 0.0043		ND 0.0041		ND 0.0043		ND 0.0038	
cis-1,2-Dichloroethene	0.25	0.25	100	ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
cis-1,3-Dichloropropene				ND 0.00056		ND 0.00042		ND 0.00051		ND 0.00053		ND 0.00052		ND 0.00054		ND 0.00047	
Cyclohexane				ND 0.011		0.001J	0.0085	ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
Dibromochloromethane				ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
Dichlorodifluoromethane				ND 0.011		ND 0.0085		ND 0.01		ND 0.011		ND 0.01		ND 0.011		ND 0.0094	
Ethylbenzene	1	1	41	ND 0.0011		0.00016J	0.00085	ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
Freon-113				ND 0.0045		ND 0.0034		ND 0.004		ND 0.0043		ND 0.0041		ND 0.0043		ND 0.0038	
Isopropylbenzene				ND 0.0011		ND 0.00085		ND 0.001		ND 0.0011		ND 0.001		ND 0.0011		ND 0.00094	
Methyl Acetate				ND 0.0045		ND 0.0034		ND 0.004		ND 0.0043		ND 0.0041		ND 0.0043		ND 0.0038	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.0045	0.0021J	0.0034	ND	0.004	ND	0.0043	ND	0.0041	ND	0.0043	ND	0.0038
Methyl tert butyl ether	0.93	0.93	100	ND	0.0022	ND	0.0017	ND	0.002	ND	0.0021	ND	0.0021	ND	0.0021	ND	0.0019
Methylene chloride	0.05	0.05	100	ND	0.0056	ND	0.0042	ND	0.0051	ND	0.0053	ND	0.0052	ND	0.0054	ND	0.0047
o-Xylene				ND	0.0011	0.00032J	0.00085	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.00094
p/m-Xylene				0.00091J	0.0022	0.001J	0.0017	ND	0.002	ND	0.0021	ND	0.0021	ND	0.0021	ND	0.0019
Styrene				ND	0.0011	ND	0.00085	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.00094
Tetrachloroethene	1.3	1.3	19	0.0035	0.00056	0.0012	0.00042	0.0012	0.00051	0.00088	0.00053	0.0015	0.00052	0.0035	0.00054	ND	0.00047
Toluene	0.7	0.7	100	0.00085J	0.0011	0.0013	0.00085	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.00094
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0017	ND	0.0013	ND	0.0015	ND	0.0016	ND	0.0015	ND	0.0016	ND	0.0014
trans-1,3-Dichloropropene				ND	0.0011	ND	0.00085	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.00094
Trichloroethene	0.47	0.47	21	0.00022J	0.00056	0.00027J	0.00042	0.00019J	0.00051	0.00014J	0.00053	0.0002J	0.00052	0.00039J	0.00054	ND	0.00047
Trichlorofluoromethane				ND	0.0045	ND	0.0034	ND	0.004	ND	0.0043	ND	0.0041	ND	0.0043	ND	0.0038
Vinyl chloride	0.02	0.02	0.9	ND	0.0011	ND	0.00085	ND	0.001	ND	0.0011	ND	0.001	ND	0.0011	ND	0.00094
SVOCs																	
1,2,4,5-Tetrachlorobenzene				ND	0.17	- -		- -		- -		- -		- -		- -	
1,4-Dioxane	0.1	0.1	13	ND	0.026	- -		- -		- -		- -		- -		- -	
2,3,4,6-Tetrachlorophenol				ND	0.17	- -		- -		- -		- -		- -		- -	
2,4,5-Trichlorophenol				ND	0.17	- -		- -		- -		- -		- -		- -	
2,4,6-Trichlorophenol				ND	0.1	- -		- -		- -		- -		- -		- -	
2,4-Dichlorophenol				ND	0.16	- -		- -		- -		- -		- -		- -	
2,4-Dimethylphenol				ND	0.17	- -		- -		- -		- -		- -		- -	
2,4-Dinitrophenol				ND	0.83	- -		- -		- -		- -		- -		- -	
2,4-Dinitrotoluene				ND	0.17	- -		- -		- -		- -		- -		- -	
2,6-Dinitrotoluene				ND	0.17	- -		- -		- -		- -		- -		- -	
2-Chloronaphthalene				ND	0.17	- -		- -		- -		- -		- -		- -	
2-Chlorophenol				ND	0.17	- -		- -		- -		- -		- -		- -	
2-Methylnaphthalene				ND	0.21	- -		- -		- -		- -		- -		- -	
2-Methylphenol	0.33	0.33	100	ND	0.17	- -		- -		- -		- -		- -		- -	
2-Nitroaniline				ND	0.17	- -		- -		- -		- -		- -		- -	
2-Nitrophenol				ND	0.37	- -		- -		- -		- -		- -		- -	
3,3'-Dichlorobenzidine				ND	0.17	- -		- -		- -		- -		- -		- -	
3-Methylphenol/4-Methylphenol	0.33	0.33	100	ND	0.25	- -		- -		- -		- -		- -		- -	
3-Nitroaniline				ND	0.17	- -		- -		- -		- -		- -		- -	
4,6-Dinitro-o-cresol				ND	0.45	- -		- -		- -		- -		- -		- -	
4-Bromophenyl phenyl ether				ND	0.17	- -		- -		- -		- -		- -		- -	
4-Chloroaniline				ND	0.17	- -		- -		- -		- -		- -		- -	
4-Chlorophenyl phenyl ether				ND	0.17	- -		- -		- -		- -		- -		- -	
4-Nitroaniline				ND	0.17	- -		- -		- -		- -		- -		- -	
4-Nitrophenol				ND	0.24	- -		- -		- -		- -		- -		- -	
Acenaphthene	20	98	100	ND	0.14	- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	ND	0.14	- -		- -		- -		- -		- -		- -	
Acetophenone				ND	0.17	- -		- -		- -		- -		- -		- -	
Anthracene	100	1000	100	ND	0.1	- -		- -		- -		- -		- -		- -	
Atrazine				ND	0.14	- -		- -		- -		- -		- -		- -	
Benzaldehyde				ND	0.23	- -		- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	ND	0.1	- -		- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	ND	0.14	- -		- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	ND	0.1	- -		- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	ND	0.14	- -		- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	ND	0.1	- -		- -		- -		- -		- -		- -	
Biphenyl				ND	0.4	- -		- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				ND	0.19	- -		- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				ND	0.16	- -		- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				ND	0.21	- -		- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				ND	0.17	- -		- -		- -		- -		- -		- -	
Butyl benzyl phthalate				ND	0.17	- -		- -		- -		- -		- -		- -	
Caprolactam				ND	0.17	- -		- -		- -		- -		- -		- -	
Carbazole				ND	0.17	- -		- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	ND	0.1	- -		- -		- -		- -		- -		- -	
Di-n-butylphthalate				ND	0.17	- -		- -		- -		- -		- -		- -	
Di-n-octylphthalate				ND	0.17	- -		- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	ND	0.1	- -		- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	ND	0.17	- -		- -		- -		- -		- -		- -	
Diethyl phthalate				ND	0.17	- -		- -		- -		- -		- -		- -	
Dimethyl phthalate				ND	0.17	- -		- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	ND	0.1	- -		- -		- -		- -		- -		- -	
Fluorene	30	386	100	ND	0.17	- -		- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	ND	0.1	- -		- -		- -		- -		- -		- -	
Hexachlorobutadiene				ND	0.17	- -		- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				ND	0.5	- -		- -		- -		- -		- -		- -	
Hexachloroethane				ND	0.14	- -		- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	ND	0.14	- -		- -		- -		- -		- -		- -	
Isophorone				ND	0.16	- -		- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				ND	0.17	- -		- -		- -		- -		- -		- -	
Naphthalene	12	12	100	ND	0.17	- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				ND	0.14	- -		- -		- -		- -		- -		- -	
Nitrobenzene				ND	0.16	- -		- -		- -		- -		- -		- -	
p-Chloro-m-cresol				ND	0.17	- -		- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	ND	0.14	- -		- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	ND	0.1	- -		- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	ND	0.17	- -		- -		- -		- -		- -		- -	
Pyrene	100	1000	100	ND	0.1	- -		- -		- -		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	ND	0.0495	- -		- -		- -		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	ND	0.00159	- -		- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	ND	0.00159	- -		- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	ND	0.00159	- -		- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	ND	0.00159	- -		- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	ND	0.000664	- -		- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	ND	0.00159	- -		- -		- -		- -		- -		- -	
Chlordane				ND	0.0133	- -		- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	ND	0.00199	- -		- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	ND	0.00159	- -		- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	ND	0.000996	- -		- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	ND	0.00159	- -		- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	ND	0.00159	- -		- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	ND	0.000664	- -		- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	ND	0.000664	- -		- -		- -		- -		- -		- -	
Endrin aldehyde				ND	0.00199	- -		- -		- -		- -		- -		- -	
Endrin ketone				ND	0.00159	- -		- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	ND	0.000796	- -		- -		- -		- -		- -		- -	
Heptachlor epoxide				ND	0.00299	- -		- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	ND	0.000664	- -		- -		- -		- -		- -		- -	
Methoxychlor				ND	0.00299	- -		- -		- -		- -		- -		- -	
Toxaphene				ND	0.0299	- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				ND	0.00199	- -		- -		- -		- -		- -		- -	
Herbicides																	
2,4,5-T				ND	0.173	- -		- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	ND	0.173	- -		- -		- -		- -		- -		- -	
2,4-D				ND	0.173	- -		- -		- -		- -		- -		- -	
Metals																	
Aluminum, Total				2690	8.09	- -		- -		- -		- -		- -		- -	
Antimony, Total				ND	4.04	- -		- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	2.53	0.809	- -		- -		- -		- -		- -		- -	
Barium, Total	350	820	400	29.1	0.809	- -		- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	0.13J	0.404	- -		- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	ND	0.809	- -		- -		- -		- -		- -		- -	
Calcium, Total				88700	8.09	- -		- -		- -		- -		- -		- -	
Chromium, Total				5.58	0.809	- -		- -		- -		- -		- -		- -	
Cobalt, Total				2.52	1.62	- -		- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	12.7	0.809	- -		- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	ND	0.98	- -		- -		- -		- -		- -		- -	
Iron, Total				7550	4.04	- -		- -		- -		- -		- -		- -	
Lead, Total	63	450	400	7.19	4.04	- -		- -		- -		- -		- -		- -	
Magnesium, Total				41700	8.09	- -		- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	401	0.809	- -		- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	ND	0.077	- -		- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	5.91	2.02	- -		- -		- -		- -		- -		- -	
Potassium, Total				398	202	- -		- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	ND	1.62	- -		- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	ND	0.404	- -		- -		- -		- -		- -		- -	
Sodium, Total				106J	162	- -		- -		- -		- -		- -		- -	
Thallium, Total				ND	1.62	- -		- -		- -		- -		- -		- -	
Vanadium, Total				5.64	0.809	- -		- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	43.7	4.04	- -		- -		- -		- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				ND	0.000798	- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				ND	0.000798	- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				ND	0.000798	- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				ND	0.000798	- -		- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				ND	0.00499	- -		- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				ND	0.00499	- -		- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				ND	0.000998	- -		- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				ND	0.000798	- -		- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				ND	0.000798	- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				ND	0.000798	- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				ND	0.002	- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				ND	0.002	- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				ND	0.000399	- -		- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				ND	0.000399	- -		- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				ND	0.000399	- -		- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				ND	0.000399	- -		- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				ND	0.000798	- -		- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	0.000062J	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				ND	0.000399	- -		- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				ND	0.0002	- -		- -		- -		- -		- -		- -	
General Chemistry																	
Solids, Total				95.6	0.1	90.3	0.1	83.3	0.1	81.2	0.1	80.1	0.1	81	0.1	86.8	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-303 15-18		SB-303 22-23		SB-303 27-28		DUP-04		SB-303 31-34		SB-303 38-39		SB-303 40-41	
SAMPLING DATE				5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025		5/15/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				15-18 FEET		22-23 FEET		27-28 FEET				31-34 FEET		38-39 FEET		40-41 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND	0.00049	ND	0.00054	ND	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
1,1,2,2-Tetrachloroethane				ND	0.00049	ND	0.00054	ND	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
1,1,2-Trichloroethane				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
1,1-Dichloroethane	0.27	0.27	26	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
1,1-Dichloroethene	0.33	0.33	100	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
1,2,3-Trichlorobenzene				ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
1,2,4-Trichlorobenzene				ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
1,2-Dibromo-3-chloropropane				ND	0.003	ND	0.0032	ND	0.0024	ND	0.0029	ND	0.0027	ND	0.0025	ND	0.0034
1,2-Dibromoethane				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
1,2-Dichloroethane	0.02	0.02	3.1	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
1,2-Dichloropropane				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
1,4-Dioxane	0.1	0.1	13	ND	0.079	ND	0.086	ND	0.065	ND	0.078	ND	0.072	ND	0.068	ND	0.09
2-Butanone	0.12	0.12	100	ND	0.0098	ND	0.011	ND	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
2-Hexanone				ND	0.0098	ND	0.011	ND	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
4-Methyl-2-pentanone				ND	0.0098	ND	0.011	ND	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
Acetone	0.05	0.05	100	ND	0.0098	ND	0.011	ND	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
Benzene	0.06	0.06	4.8	ND	0.00049	ND	0.00054	0.0003J	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
Bromochloromethane				ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
Bromodichloromethane				ND	0.00049	ND	0.00054	ND	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
Bromoform				ND	0.0039	ND	0.0043	ND	0.0033	ND	0.0039	ND	0.0036	ND	0.0034	ND	0.0045
Bromomethane				ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
Carbon disulfide				ND	0.0098	ND	0.011	ND	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
Carbon tetrachloride	0.76	0.76	2.4	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
Chlorobenzene	1.1	1.1	100	ND	0.00049	ND	0.00054	ND	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
Chloroethane				ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
Chloroform	0.37	0.37	49	ND	0.0015	0.00028J	0.0016	0.00014J	0.0012	0.00065J	0.0015	ND	0.0013	ND	0.0013	0.001J	0.0017
Chloromethane				ND	0.0039	ND	0.0043	ND	0.0033	ND	0.0039	ND	0.0036	ND	0.0034	ND	0.0045
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
cis-1,3-Dichloropropene				ND	0.00049	ND	0.00054	ND	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
Cyclohexane				ND	0.0098	ND	0.011	0.00049J	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
Dibromochloromethane				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
Dichlorodifluoromethane				ND	0.0098	ND	0.011	ND	0.0082	ND	0.0097	ND	0.009	ND	0.0084	ND	0.011
Ethylbenzene	1	1	41	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
Freon-113				ND	0.0039	ND	0.0043	ND	0.0033	ND	0.0039	ND	0.0036	ND	0.0034	ND	0.0045
Isopropylbenzene				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
Methyl Acetate				ND	0.0039	ND	0.0043	ND	0.0033	ND	0.0039	ND	0.0036	ND	0.0034	ND	0.0045

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.0039	ND	0.0043	0.0011J	0.0033	ND	0.0039	ND	0.0036	ND	0.0034	ND	0.0045
Methyl tert butyl ether	0.93	0.93	100	ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
Methylene chloride	0.05	0.05	100	ND	0.0049	ND	0.0054	ND	0.0041	ND	0.0049	ND	0.0045	ND	0.0042	ND	0.0056
o-Xylene				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
p/m-Xylene				ND	0.002	ND	0.0021	ND	0.0016	ND	0.0019	ND	0.0018	ND	0.0017	ND	0.0023
Styrene				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
Tetrachloroethene	1.3	1.3	19	ND	0.00049	ND	0.00054	ND	0.00041	ND	0.00049	ND	0.00045	ND	0.00042	0.0011	0.00056
Toluene	0.7	0.7	100	ND	0.00098	ND	0.0011	0.00065J	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0015	ND	0.0016	ND	0.0012	ND	0.0015	ND	0.0013	ND	0.0013	ND	0.0017
trans-1,3-Dichloropropene				ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
Trichloroethene	0.47	0.47	21	0.0026	0.00049	0.0013	0.00054	0.0015	0.00041	0.00073	0.00049	ND	0.00045	ND	0.00042	ND	0.00056
Trichlorofluoromethane				ND	0.0039	ND	0.0043	ND	0.0033	ND	0.0039	ND	0.0036	ND	0.0034	ND	0.0045
Vinyl chloride	0.02	0.02	0.9	ND	0.00098	ND	0.0011	ND	0.00082	ND	0.00097	ND	0.0009	ND	0.00084	ND	0.0011
SVOCs																	
1,2,4,5-Tetrachlorobenzene				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	ND	0.026	-	-	-	-	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	ND	0.1	-	-	-	-	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	ND	0.16	-	-	-	-	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	ND	0.84	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2-Chloronaphthalene				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2-Chlorophenol				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2-Methylnaphthalene				-	-	ND	0.21	-	-	-	-	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2-Nitroaniline				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
2-Nitrophenol				-	-	ND	0.38	-	-	-	-	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	ND	0.25	-	-	-	-	-	-	-	-	-	-
3-Nitroaniline				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	ND	0.46	-	-	-	-	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
4-Chloroaniline				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
4-Nitroaniline				-	-	ND	0.18	-	-	-	-	-	-	-	-	-	-
4-Nitrophenol				-	-	ND	0.25	-	-	-	-	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	ND	0.14	-	-	-	-	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		ND	0.14	- -		- -		- -		- -		- -	
Acetophenone				- -		ND	0.18	- -		- -		- -		- -		- -	
Anthracene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
Atrazine				- -		ND	0.14	- -		- -		- -		- -		- -	
Benzaldehyde				- -		ND	0.23	- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		ND	0.1	- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		ND	0.14	- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		ND	0.1	- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		ND	0.14	- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		ND	0.1	- -		- -		- -		- -		- -	
Biphenyl				- -		ND	0.4	- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		ND	0.19	- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		ND	0.16	- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		ND	0.21	- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Butyl benzyl phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Caprolactam				- -		ND	0.18	- -		- -		- -		- -		- -	
Carbazole				- -		ND	0.18	- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		ND	0.1	- -		- -		- -		- -		- -	
Di-n-butylphthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Di-n-octylphthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		ND	0.1	- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		ND	0.18	- -		- -		- -		- -		- -	
Diethyl phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Dimethyl phthalate				- -		ND	0.18	- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
Fluorene	30	386	100	- -		ND	0.18	- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		ND	0.1	- -		- -		- -		- -		- -	
Hexachlorobutadiene				- -		ND	0.18	- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		ND	0.5	- -		- -		- -		- -		- -	
Hexachloroethane				- -		ND	0.14	- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		ND	0.14	- -		- -		- -		- -		- -	
Isophorone				- -		ND	0.16	- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		ND	0.18	- -		- -		- -		- -		- -	
Naphthalene	12	12	100	- -		ND	0.18	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		ND	0.14	- -		- -		- -		- -		- -	
Nitrobenzene				- -		ND	0.16	- -		- -		- -		- -		- -	
p-Chloro-m-cresol				- -		ND	0.18	- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		ND	0.14	- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		ND	0.18	- -		- -		- -		- -		- -	
Pyrene	100	1000	100	- -		ND	0.1	- -		- -		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		0.0153J	0.0513	- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		0.0111J	0.0513	- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		ND	0.0513	- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		0.0264J	0.0513	- -		- -		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		ND	0.00166	- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		ND	0.00166	- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		ND	0.00166	- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		ND	0.00166	- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		ND	0.000691	- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		ND	0.00166	- -		- -		- -		- -		- -	
Chlordane				- -		ND	0.0138	- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		ND	0.00207	- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		ND	0.00166	- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		ND	0.00104	- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		ND	0.00166	- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		ND	0.00166	- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		ND	0.000691	- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		ND	0.000691	- -		- -		- -		- -		- -	
Endrin aldehyde				- -		ND	0.00207	- -		- -		- -		- -		- -	
Endrin ketone				- -		ND	0.00166	- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		ND	0.000829	- -		- -		- -		- -		- -	
Heptachlor epoxide				- -		ND	0.00311	- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		ND	0.000691	- -		- -		- -		- -		- -	
Methoxychlor				- -		ND	0.00311	- -		- -		- -		- -		- -	
Toxaphene				- -		ND	0.0311	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		ND	0.00207	- -		- -		- -		- -		- -	
Herbicides																	
2,4,5-T				- -		ND	0.18	- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		ND	0.18	- -		- -		- -		- -		- -	
2,4-D				- -		ND	0.18	- -		- -		- -		- -		- -	
Metals																	
Aluminum, Total				- -		3960	21.2	- -		- -		- -		- -		- -	
Antimony, Total				- -		ND	10.6	- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		3.01	2.12	- -		- -		- -		- -		- -	
Barium, Total	350	820	400	- -		18.8	2.12	- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		0.122J	1.06	- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		ND	2.12	- -		- -		- -		- -		- -	
Calcium, Total				- -		81800	21.2	- -		- -		- -		- -		- -	
Chromium, Total				- -		5.94	2.12	- -		- -		- -		- -		- -	
Cobalt, Total				- -		4.28	4.24	- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		16.8	2.12	- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		ND	1	- -		- -		- -		- -		- -	
Iron, Total				- -		10200	10.6	- -		- -		- -		- -		- -	
Lead, Total	63	450	400	- -		6.26J	10.6	- -		- -		- -		- -		- -	
Magnesium, Total				- -		25400	21.2	- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		369	2.12	- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		ND	0.076	- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		8.51	5.3	- -		- -		- -		- -		- -	
Potassium, Total				- -		477J	530	- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		ND	4.24	- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		ND	1.06	- -		- -		- -		- -		- -	
Sodium, Total				- -		ND	424	- -		- -		- -		- -		- -	
Thallium, Total				- -		ND	4.24	- -		- -		- -		- -		- -	
Vanadium, Total				- -		7.6	2.12	- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		52.1	10.6	- -		- -		- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		ND	0.000798	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		ND	0.000798	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		ND	0.000798	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		ND	0.000798	- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		ND	0.00499	- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		ND	0.00499	- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		ND	0.000998	- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		ND	0.000798	- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		ND	0.000798	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		ND	0.000798	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		ND	0.002	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		ND	0.002	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		ND	0.000399	- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		ND	0.000399	- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		ND	0.000399	- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		ND	0.000399	- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		ND	0.000798	- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		0.000042J	0.0002	- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		0.000039J	0.0002	- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		ND	0.000399	- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		ND	0.0002	- -		- -		- -		- -		- -	
General Chemistry																	
Solids, Total				88.8	0.1	91.8	0.1	- -		89.8	0.1	83.5	0.1	86	0.1	81.6	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 1-3		SB-304 6-10		SB-304 12-14		SB-304 17-18		SB-304 23-24		SB-304 29-30		SB-304 33-34	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/9/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				1-3 FEET		6-10 FEET		12-14 FEET		17-18 FEET		23-24 FEET		29-30 FEET		33-34 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND 0.00055		ND 0.00057		ND 0.00052		ND 0.0005		ND 0.0005		ND 0.00093		ND 0.00049	
1,1,2,2-Tetrachloroethane				ND 0.00055		ND 0.00057		ND 0.00052		ND 0.0005		ND 0.0005		ND 0.00093		ND 0.00049	
1,1,2-Trichloroethane				ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
1,1-Dichloroethane	0.27	0.27	26	ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
1,1-Dichloroethene	0.33	0.33	100	ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
1,2,3-Trichlorobenzene				ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
1,2,4-Trichlorobenzene				ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
1,2-Dibromo-3-chloropropane				ND 0.0033		ND 0.0034		ND 0.0032		ND 0.003		ND 0.003		ND 0.0056		ND 0.003	
1,2-Dibromoethane				ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
1,2-Dichlorobenzene	1.1	1.1	100	ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
1,2-Dichloroethane	0.02	0.02	3.1	ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
1,2-Dichloropropane				ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
1,3-Dichlorobenzene	2.4	2.4	49	ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
1,4-Dichlorobenzene	1.8	1.8	13	ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
1,4-Dioxane	0.1	0.1	13	ND 0.089		ND 0.092		ND 0.084		ND 0.079		ND 0.08		ND 0.15		ND 0.079	
2-Butanone	0.12	0.12	100	ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
2-Hexanone				ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
4-Methyl-2-pentanone				ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
Acetone	0.05	0.05	100	ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
Benzene	0.06	0.06	4.8	ND 0.00055		ND 0.00057		ND 0.00052		ND 0.0005		ND 0.0005		ND 0.00093		ND 0.00049	
Bromochloromethane				ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
Bromodichloromethane				ND 0.00055		ND 0.00057		ND 0.00052		ND 0.0005		ND 0.0005		ND 0.00093		ND 0.00049	
Bromoform				ND 0.0044		ND 0.0046		ND 0.0042		ND 0.004		ND 0.004		ND 0.0074		ND 0.004	
Bromomethane				ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
Carbon disulfide				ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
Carbon tetrachloride	0.76	0.76	2.4	ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
Chlorobenzene	1.1	1.1	100	ND 0.00055		ND 0.00057		ND 0.00052		ND 0.0005		ND 0.0005		ND 0.00093		ND 0.00049	
Chloroethane				ND 0.0022		ND 0.0023		ND 0.0021		ND 0.002		ND 0.002		ND 0.0037		ND 0.002	
Chloroform	0.37	0.37	49	0.0013J	0.0017	0.0012J	0.0017	0.00091J	0.0016	ND 0.0015		ND 0.0015		ND 0.0028		ND 0.0015	
Chloromethane				ND 0.0044		ND 0.0046		ND 0.0042		ND 0.004		ND 0.004		ND 0.0074		ND 0.004	
cis-1,2-Dichloroethene	0.25	0.25	100	ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
cis-1,3-Dichloropropene				ND 0.00055		ND 0.00057		ND 0.00052		ND 0.0005		ND 0.0005		ND 0.00093		ND 0.00049	
Cyclohexane				ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
Dibromochloromethane				ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
Dichlorodifluoromethane				ND 0.011		ND 0.011		ND 0.01		ND 0.0099		ND 0.01		ND 0.019		ND 0.0099	
Ethylbenzene	1	1	41	ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
Freon-113				ND 0.0044		ND 0.0046		ND 0.0042		ND 0.004		ND 0.004		ND 0.0074		ND 0.004	
Isopropylbenzene				ND 0.0011		ND 0.0011		ND 0.001		ND 0.00099		ND 0.001		ND 0.0019		ND 0.00099	
Methyl Acetate				ND 0.0044		ND 0.0046		ND 0.0042		ND 0.004		ND 0.004		ND 0.0074		ND 0.004	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.0044	ND	0.0046	ND	0.0042	ND	0.004	ND	0.004	ND	0.0074	ND	0.004
Methyl tert butyl ether	0.93	0.93	100	ND	0.0022	ND	0.0023	ND	0.0021	ND	0.002	ND	0.002	ND	0.0037	ND	0.002
Methylene chloride	0.05	0.05	100	ND	0.0055	ND	0.0057	ND	0.0052	ND	0.005	ND	0.005	ND	0.0093	ND	0.0049
o-Xylene				ND	0.0011	ND	0.0011	ND	0.001	ND	0.00099	ND	0.001	ND	0.0019	ND	0.00099
p/m-Xylene				ND	0.0022	ND	0.0023	ND	0.0021	ND	0.002	ND	0.002	ND	0.0037	ND	0.002
Styrene				ND	0.0011	ND	0.0011	ND	0.001	ND	0.00099	ND	0.001	ND	0.0019	ND	0.00099
Tetrachloroethene	1.3	1.3	19	0.00082	0.00055	0.0036	0.00057	0.0021	0.00052	ND	0.0005	ND	0.0005	ND	0.00093	ND	0.00049
Toluene	0.7	0.7	100	ND	0.0011	ND	0.0011	ND	0.001	ND	0.00099	ND	0.001	ND	0.0019	ND	0.00099
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0017	ND	0.0017	ND	0.0016	ND	0.0015	ND	0.0015	ND	0.0028	ND	0.0015
trans-1,3-Dichloropropene				ND	0.0011	ND	0.0011	ND	0.001	ND	0.00099	ND	0.001	ND	0.0019	ND	0.00099
Trichloroethene	0.47	0.47	21	ND	0.00055	0.0019	0.00057	0.0012	0.00052	0.00042J	0.0005	ND	0.0005	ND	0.00093	ND	0.00049
Trichlorofluoromethane				ND	0.0044	ND	0.0046	ND	0.0042	ND	0.004	ND	0.004	ND	0.0074	ND	0.004
Vinyl chloride	0.02	0.02	0.9	ND	0.0011	ND	0.0011	ND	0.001	ND	0.00099	ND	0.001	ND	0.0019	ND	0.00099
SVOCs																	
1,2,4,5-Tetrachlorobenzene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Chloronaphthalene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Chlorophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Methylnaphthalene				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Nitroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
2-Nitrophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	-	-	-	-	-	-	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3-Nitroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chloroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Nitroaniline				-	-	-	-	-	-	-	-	-	-	-	-	-	-
4-Nitrophenol				-	-	-	-	-	-	-	-	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		- -		- -		- -		- -	
Acetophenone				- -		- -		- -		- -		- -		- -		- -	
Anthracene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Atrazine				- -		- -		- -		- -		- -		- -		- -	
Benzaldehyde				- -		- -		- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		- -		- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		- -		- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		- -		- -		- -		- -	
Biphenyl				- -		- -		- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		- -		- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		- -		- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		- -		- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		- -		- -		- -		- -		- -		- -	
Butyl benzyl phthalate				- -		- -		- -		- -		- -		- -		- -	
Caprolactam				- -		- -		- -		- -		- -		- -		- -	
Carbazole				- -		- -		- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		- -		- -		- -		- -		- -		- -	
Di-n-butylphthalate				- -		- -		- -		- -		- -		- -		- -	
Di-n-octylphthalate				- -		- -		- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		- -		- -		- -		- -		- -		- -	
Diethyl phthalate				- -		- -		- -		- -		- -		- -		- -	
Dimethyl phthalate				- -		- -		- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Fluorene	30	386	100	- -		- -		- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		- -		- -		- -		- -	
Hexachlorobutadiene				- -		- -		- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		- -		- -		- -		- -		- -		- -	
Hexachloroethane				- -		- -		- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		- -		- -		- -		- -	
Isophorone				- -		- -		- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		- -		- -		- -		- -		- -		- -	
Naphthalene	12	12	100	- -		- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		- -		- -		- -		- -	
Nitrobenzene				- -		- -		- -		- -		- -		- -		- -	
p-Chloro-m-cresol				- -		- -		- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		- -		- -		- -		- -		- -		- -	
Pyrene	100	1000	100	- -		- -		- -		- -		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		- -		- -		- -		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		- -		- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		- -		- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		- -		- -		- -		- -	
Chlordane				- -		- -		- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		- -		- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		- -		- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		- -		- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		- -		- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		- -		- -		- -		- -		- -		- -	
Endrin aldehyde				- -		- -		- -		- -		- -		- -		- -	
Endrin ketone				- -		- -		- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		- -		- -		- -		- -		- -		- -	
Heptachlor epoxide				- -		- -		- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		- -		- -		- -		- -		- -		- -	
Methoxychlor				- -		- -		- -		- -		- -		- -		- -	
Toxaphene				- -		- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		- -		- -		- -		- -	
Herbicides																	
2,4,5-T				- -		- -		- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		- -		- -		- -		- -	
2,4-D				- -		- -		- -		- -		- -		- -		- -	
Metals																	
Aluminum, Total				- -		- -		- -		- -		- -		- -		- -	
Antimony, Total				- -		- -		- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		- -		- -		- -		- -		- -		- -	
Barium, Total	350	820	400	- -		- -		- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		- -		- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		- -		- -		- -		- -	
Calcium, Total				- -		- -		- -		- -		- -		- -		- -	
Chromium, Total				- -		- -		- -		- -		- -		- -		- -	
Cobalt, Total				- -		- -		- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		- -		- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		- -		- -		- -		- -		- -		- -	
Iron, Total				- -		- -		- -		- -		- -		- -		- -	
Lead, Total	63	450	400	- -		- -		- -		- -		- -		- -		- -	
Magnesium, Total				- -		- -		- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		- -		- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		- -		- -		- -		- -		- -		- -	
Potassium, Total				- -		- -		- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		- -		- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		- -		- -		- -		- -		- -		- -	
Sodium, Total				- -		- -		- -		- -		- -		- -		- -	
Thallium, Total				- -		- -		- -		- -		- -		- -		- -	
Vanadium, Total				- -		- -		- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		- -		- -		- -		- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		- -		- -		- -		- -	
General Chemistry																	
Solids, Total				75.9	0.1	76.9	0.1	80.5	0.1	80	0.1	86.6	0.1	89.5	0.1	90.7	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-304 37-38		SB-304 42-43		DUP-02		SB-304 47-48		SB-304 50-51		SB-305 0.5-1		SB-305 7-8	
SAMPLING DATE				5/9/2025		5/9/2025		5/9/2025		5/9/2025		5/12/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				37-38 FEET		42-43 FEET				47-48 FEET		50-51 FEET		0.5-1 FEET		7-8 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
1,1,2,2-Tetrachloroethane				ND	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
1,1,2-Trichloroethane				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
1,1-Dichloroethane	0.27	0.27	26	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
1,1-Dichloroethene	0.33	0.33	100	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
1,2,3-Trichlorobenzene				ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
1,2,4-Trichlorobenzene				ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
1,2-Dibromo-3-chloropropane				ND	0.0034	ND	0.0028	ND	0.0028	ND	0.0038	ND	0.0034	ND	0.0034	ND	0.0023
1,2-Dibromoethane				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
1,2-Dichloroethane	0.02	0.02	3.1	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
1,2-Dichloropropane				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
1,4-Dioxane	0.1	0.1	13	ND	0.091	ND	0.075	ND	0.076	ND	0.1	ND	0.091	ND	0.091	ND	0.062
2-Butanone	0.12	0.12	100	ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	ND	0.0077
2-Hexanone				ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	ND	0.0077
4-Methyl-2-pentanone				ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	ND	0.0077
Acetone	0.05	0.05	100	ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	ND	0.0077
Benzene	0.06	0.06	4.8	0.00033J	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
Bromochloromethane				ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
Bromodichloromethane				ND	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
Bromoform				ND	0.0045	ND	0.0038	ND	0.0038	ND	0.005	ND	0.0045	ND	0.0046	ND	0.0031
Bromomethane				ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
Carbon disulfide				ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	ND	0.0077
Carbon tetrachloride	0.76	0.76	2.4	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
Chlorobenzene	1.1	1.1	100	ND	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
Chloroethane				ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
Chloroform	0.37	0.37	49	0.00016J	0.0017	0.00052J	0.0014	0.00066J	0.0014	0.0012J	0.0019	0.00077J	0.0017	0.00076J	0.0017	ND	0.0012
Chloromethane				ND	0.0045	ND	0.0038	ND	0.0038	ND	0.005	ND	0.0045	ND	0.0046	ND	0.0031
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
cis-1,3-Dichloropropene				ND	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
Cyclohexane				ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	0.00052J	0.0077
Dibromochloromethane				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
Dichlorodifluoromethane				ND	0.011	ND	0.0094	ND	0.0094	ND	0.012	ND	0.011	ND	0.011	ND	0.0077
Ethylbenzene	1	1	41	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
Freon-113				ND	0.0045	ND	0.0038	ND	0.0038	ND	0.005	ND	0.0045	ND	0.0046	ND	0.0031
Isopropylbenzene				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
Methyl Acetate				ND	0.0045	ND	0.0038	ND	0.0038	ND	0.005	ND	0.0045	ND	0.0046	ND	0.0031

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.0045	ND	0.0038	ND	0.0038	ND	0.005	ND	0.0045	ND	0.0046	0.00074J	0.0031
Methyl tert butyl ether	0.93	0.93	100	ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
Methylene chloride	0.05	0.05	100	ND	0.0057	ND	0.0047	ND	0.0047	ND	0.0062	ND	0.0057	ND	0.0057	ND	0.0039
o-Xylene				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
p/m-Xylene				ND	0.0023	ND	0.0019	ND	0.0019	ND	0.0025	ND	0.0023	ND	0.0023	ND	0.0015
Styrene				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
Tetrachloroethene	1.3	1.3	19	0.00043J	0.00057	ND	0.00047	0.00027J	0.00047	ND	0.00062	ND	0.00057	ND	0.00057	ND	0.00039
Toluene	0.7	0.7	100	0.00072J	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0017	ND	0.0014	ND	0.0014	ND	0.0019	ND	0.0017	ND	0.0017	ND	0.0012
trans-1,3-Dichloropropene				ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
Trichloroethene	0.47	0.47	21	0.00053J	0.00057	ND	0.00047	ND	0.00047	ND	0.00062	ND	0.00057	0.00017J	0.00057	ND	0.00039
Trichlorofluoromethane				ND	0.0045	ND	0.0038	ND	0.0038	ND	0.005	ND	0.0045	ND	0.0046	ND	0.0031
Vinyl chloride	0.02	0.02	0.9	ND	0.0011	ND	0.00094	ND	0.00094	ND	0.0012	ND	0.0011	ND	0.0011	ND	0.00077
SVOCs																	
1,2,4,5-Tetrachlorobenzene				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	ND	0.029	-	-	-	-	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	ND	0.12	-	-	-	-	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	ND	0.17	-	-	-	-	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	ND	0.93	-	-	-	-	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2-Chloronaphthalene				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2-Chlorophenol				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2-Methylnaphthalene				-	-	ND	0.23	-	-	-	-	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2-Nitroaniline				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
2-Nitrophenol				-	-	ND	0.42	-	-	-	-	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	ND	0.28	-	-	-	-	-	-	-	-	-	-
3-Nitroaniline				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	ND	0.5	-	-	-	-	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
4-Chloroaniline				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
4-Nitroaniline				-	-	ND	0.19	-	-	-	-	-	-	-	-	-	-
4-Nitrophenol				-	-	ND	0.27	-	-	-	-	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	ND	0.16	-	-	-	-	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		ND 0.16		- -		- -		- -		- -		- -	
Acetophenone				- -		ND 0.19		- -		- -		- -		- -		- -	
Anthracene	100	1000	100	- -		ND 0.12		- -		- -		- -		- -		- -	
Atrazine				- -		ND 0.16		- -		- -		- -		- -		- -	
Benzaldehyde				- -		ND 0.26		- -		- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		ND 0.12		- -		- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		ND 0.16		- -		- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		ND 0.12		- -		- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		ND 0.16		- -		- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		ND 0.12		- -		- -		- -		- -		- -	
Biphenyl				- -		ND 0.44		- -		- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		ND 0.21		- -		- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		ND 0.17		- -		- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		ND 0.23		- -		- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		ND 0.19		- -		- -		- -		- -		- -	
Butyl benzyl phthalate				- -		ND 0.19		- -		- -		- -		- -		- -	
Caprolactam				- -		ND 0.19		- -		- -		- -		- -		- -	
Carbazole				- -		ND 0.19		- -		- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		ND 0.12		- -		- -		- -		- -		- -	
Di-n-butylphthalate				- -		ND 0.19		- -		- -		- -		- -		- -	
Di-n-octylphthalate				- -		ND 0.19		- -		- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		ND 0.12		- -		- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		ND 0.19		- -		- -		- -		- -		- -	
Diethyl phthalate				- -		ND 0.19		- -		- -		- -		- -		- -	
Dimethyl phthalate				- -		ND 0.19		- -		- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		ND 0.12		- -		- -		- -		- -		- -	
Fluorene	30	386	100	- -		ND 0.19		- -		- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		ND 0.12		- -		- -		- -		- -		- -	
Hexachlorobutadiene				- -		ND 0.19		- -		- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		ND 0.56		- -		- -		- -		- -		- -	
Hexachloroethane				- -		ND 0.16		- -		- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		ND 0.16		- -		- -		- -		- -		- -	
Isophorone				- -		ND 0.17		- -		- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		ND 0.19		- -		- -		- -		- -		- -	
Naphthalene	12	12	100	- -		ND 0.19		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		ND 0.16		- -		- -		- -		- -		- -	
Nitrobenzene				- -		ND 0.17		- -		- -		- -		- -		- -	
p-Chloro-m-cresol				- -		ND 0.19		- -		- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		ND 0.16		- -		- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		ND 0.12		- -		- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		ND 0.19		- -		- -		- -		- -		- -	
Pyrene	100	1000	100	- -		ND 0.12		- -		- -		- -		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		ND 0.0571		- -		- -		- -		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		ND 0.00183		- -		- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		ND 0.00183		- -		- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		ND 0.00183		- -		- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		ND 0.00183		- -		- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		ND 0.000764		- -		- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		ND 0.00183		- -		- -		- -		- -		- -	
Chlordane				- -		ND 0.0153		- -		- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		ND 0.00229		- -		- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		ND 0.00183		- -		- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		ND 0.00114		- -		- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		ND 0.00183		- -		- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		ND 0.00183		- -		- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		ND 0.000764		- -		- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		ND 0.000764		- -		- -		- -		- -		- -	
Endrin aldehyde				- -		ND 0.00229		- -		- -		- -		- -		- -	
Endrin ketone				- -		ND 0.00183		- -		- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		ND 0.000917		- -		- -		- -		- -		- -	
Heptachlor epoxide				- -		ND 0.00344		- -		- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		ND 0.000764		- -		- -		- -		- -		- -	
Methoxychlor				- -		ND 0.00344		- -		- -		- -		- -		- -	
Toxaphene				- -		ND 0.0344		- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		ND	0.00229	- -		- -		- -		- -		- -	
Herbicides																	
2,4,5-T				- -		ND	0.197	- -		- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		ND	0.197	- -		- -		- -		- -		- -	
2,4-D				- -		ND	0.197	- -		- -		- -		- -		- -	
Metals																	
Aluminum, Total				- -		1650	9.25	- -		- -		- -		- -		- -	
Antimony, Total				- -		ND	4.62	- -		- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		2.48	0.925	- -		- -		- -		- -		- -	
Barium, Total	350	820	400	- -		8.2	0.925	- -		- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		0.091J	0.462	- -		- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		ND	0.925	- -		- -		- -		- -		- -	
Calcium, Total				- -		57000	9.25	- -		- -		- -		- -		- -	
Chromium, Total				- -		2.82	0.925	- -		- -		- -		- -		- -	
Cobalt, Total				- -		2.18	1.85	- -		- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		11.6	0.925	- -		- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		ND	1.1	- -		- -		- -		- -		- -	
Iron, Total				- -		5140	4.62	- -		- -		- -		- -		- -	
Lead, Total	63	450	400	- -		4.37J	4.62	- -		- -		- -		- -		- -	
Magnesium, Total				- -		14300	9.25	- -		- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		254	0.925	- -		- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		ND	0.08	- -		- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		3.96	2.31	- -		- -		- -		- -		- -	
Potassium, Total				- -		263	231	- -		- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		ND	1.85	- -		- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		ND	0.462	- -		- -		- -		- -		- -	
Sodium, Total				- -		100J	185	- -		- -		- -		- -		- -	
Thallium, Total				- -		ND	1.85	- -		- -		- -		- -		- -	
Vanadium, Total				- -		4.46	0.925	- -		- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		29.7	4.62	- -		- -		- -		- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		ND	0.000792	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		ND	0.000792	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		ND	0.000792	- -		- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		ND	0.000792	- -		- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		ND	0.00495	- -		- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		ND	0.00495	- -		- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		ND	0.00099	- -		- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		ND	0.000792	- -		- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		ND	0.000792	- -		- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		ND	0.000792	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		ND	0.00198	- -		- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		ND	0.00198	- -		- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		ND	0.000792	- -		- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		0.000045J	0.000198	- -		- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		0.000027JF	0.000198	- -		- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		ND	0.000396	- -		- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		ND	0.000198	- -		- -		- -		- -		- -	
General Chemistry																	
Solids, Total				94.6	0.1	83.6	0.1	84.5	0.1	82.6	0.1	80.4	0.1	78.9	0.1	91.9	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 12-13		SB-305 15-17		SB-305 22-24		DUP-07		SB-305 28-29		SB-305 33-34		SB-305 38-39	
SAMPLING DATE				5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025		5/21/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		15-17 FEET		22-24 FEET				28-29 FEET		33-34 FEET		38-39 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg
Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.
Blank space indicates that a SCO does not exist
"J" indicates estimated concentration
ND - Not detected at the reported detection limit for the sample.
"-" indicates that sample was not anlayzed for that parameter
DUP-01 collected at SB-301, 21'-22'
DUP-02 collected at SB-304, 42'-43'
DUP-03 collected at SB-302, 23'-24'
DUP-04 collected at SB-303, 22'-24'
DUP-05 collected at SB-306, 26'-27'
DUP-06 collected at SB-307, 5'-10'
DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND 0.00087		ND 0.00047		ND 0.00056		ND 0.00089		ND 0.00045		ND 0.00051		ND 0.00056	
1,1,2,2-Tetrachloroethane				ND 0.00087		ND 0.00047		ND 0.00056		ND 0.00089		ND 0.00045		ND 0.00051		ND 0.00056	
1,1,2-Trichloroethane				ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
1,1-Dichloroethane	0.27	0.27	26	ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
1,1-Dichloroethene	0.33	0.33	100	ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
1,2,3-Trichlorobenzene				ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
1,2,4-Trichlorobenzene				ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
1,2-Dibromo-3-chloropropane				ND 0.0052		ND 0.0028		ND 0.0034		ND 0.0053		ND 0.0027		ND 0.0031		ND 0.0034	
1,2-Dibromoethane				ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
1,2-Dichlorobenzene	1.1	1.1	100	ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
1,2-Dichloroethane	0.02	0.02	3.1	ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
1,2-Dichloropropane				ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
1,3-Dichlorobenzene	2.4	2.4	49	ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
1,4-Dichlorobenzene	1.8	1.8	13	ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
1,4-Dioxane	0.1	0.1	13	ND 0.14		ND 0.076		ND 0.09		ND 0.14		ND 0.072		ND 0.082		ND 0.09	
2-Butanone	0.12	0.12	100	ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		ND 0.01		ND 0.011	
2-Hexanone				ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		ND 0.01		ND 0.011	
4-Methyl-2-pentanone				ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		ND 0.01		ND 0.011	
Acetone	0.05	0.05	100	ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		ND 0.01		ND 0.011	
Benzene	0.06	0.06	4.8	ND 0.00087		ND 0.00047		ND 0.00056		0.00046J	0.00089	ND 0.00045		0.0007	0.00051	0.00026J	0.00056
Bromochloromethane				ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
Bromodichloromethane				ND 0.00087		ND 0.00047		ND 0.00056		ND 0.00089		ND 0.00045		ND 0.00051		ND 0.00056	
Bromoform				ND 0.007		ND 0.0038		ND 0.0045		ND 0.0071		ND 0.0036		ND 0.0041		ND 0.0045	
Bromomethane				ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
Carbon disulfide				ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		ND 0.01		ND 0.011	
Carbon tetrachloride	0.76	0.76	2.4	ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
Chlorobenzene	1.1	1.1	100	ND 0.00087		ND 0.00047		ND 0.00056		ND 0.00089		ND 0.00045		ND 0.00051		ND 0.00056	
Chloroethane				ND 0.0035		ND 0.0019		ND 0.0022		ND 0.0036		ND 0.0018		ND 0.002		ND 0.0022	
Chloroform	0.37	0.37	49	ND 0.0026		ND 0.0014		ND 0.0017		0.001J	0.0027	ND 0.0013		0.0025	0.0015	0.0028	0.0017
Chloromethane				ND 0.007		ND 0.0038		ND 0.0045		ND 0.0071		ND 0.0036		ND 0.0041		ND 0.0045	
cis-1,2-Dichloroethene	0.25	0.25	100	ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
cis-1,3-Dichloropropene				ND 0.00087		ND 0.00047		ND 0.00056		ND 0.00089		ND 0.00045		ND 0.00051		ND 0.00056	
Cyclohexane				ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		0.0015J	0.01	ND 0.011	
Dibromochloromethane				ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
Dichlorodifluoromethane				ND 0.017		ND 0.0095		ND 0.011		ND 0.018		ND 0.009		ND 0.01		ND 0.011	
Ethylbenzene	1	1	41	ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
Freon-113				ND 0.007		ND 0.0038		ND 0.0045		ND 0.0071		ND 0.0036		ND 0.0041		ND 0.0045	
Isopropylbenzene				ND 0.0017		ND 0.00095		ND 0.0011		ND 0.0018		ND 0.0009		ND 0.001		ND 0.0011	
Methyl Acetate				ND 0.007		ND 0.0038		ND 0.0045		ND 0.0071		ND 0.0036		ND 0.0041		ND 0.0045	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.007	ND	0.0038	ND	0.0045	ND	0.0071	ND	0.0036	0.0025J	0.0041	0.00088J	0.0045
Methyl tert butyl ether	0.93	0.93	100	ND	0.0035	ND	0.0019	ND	0.0022	ND	0.0036	ND	0.0018	ND	0.002	ND	0.0022
Methylene chloride	0.05	0.05	100	ND	0.0087	ND	0.0047	ND	0.0056	ND	0.0089	ND	0.0045	ND	0.0051	ND	0.0056
o-Xylene				ND	0.0017	ND	0.00095	ND	0.0011	ND	0.0018	ND	0.0009	0.00034J	0.001	ND	0.0011
p/m-Xylene				ND	0.0035	ND	0.0019	ND	0.0022	ND	0.0036	ND	0.0018	0.0011J	0.002	ND	0.0022
Styrene				ND	0.0017	ND	0.00095	ND	0.0011	ND	0.0018	ND	0.0009	ND	0.001	ND	0.0011
Tetrachloroethene	1.3	1.3	19	ND	0.00087	0.00041J	0.00047	ND	0.00056	ND	0.00089	ND	0.00045	0.00023J	0.00051	ND	0.00056
Toluene	0.7	0.7	100	ND	0.0017	ND	0.00095	ND	0.0011	ND	0.0018	ND	0.0009	0.0015	0.001	ND	0.0011
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0026	ND	0.0014	ND	0.0017	ND	0.0027	ND	0.0013	ND	0.0015	ND	0.0017
trans-1,3-Dichloropropene				ND	0.0017	ND	0.00095	ND	0.0011	ND	0.0018	ND	0.0009	ND	0.001	ND	0.0011
Trichloroethene	0.47	0.47	21	ND	0.00087	ND	0.00047	ND	0.00056	ND	0.00089	ND	0.00045	ND	0.00051	ND	0.00056
Trichlorofluoromethane				ND	0.007	ND	0.0038	ND	0.0045	ND	0.0071	ND	0.0036	ND	0.0041	ND	0.0045
Vinyl chloride	0.02	0.02	0.9	ND	0.0017	ND	0.00095	ND	0.0011	ND	0.0018	ND	0.0009	ND	0.001	ND	0.0011
SVOCs																	
1,2,4,5-Tetrachlorobenzene				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	-	-	-	-	-	-	ND	0.025	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2,4,5-Trichlorophenol				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2,4,6-Trichlorophenol				-	-	-	-	-	-	-	-	ND	0.1	-	-	-	-
2,4-Dichlorophenol				-	-	-	-	-	-	-	-	ND	0.15	-	-	-	-
2,4-Dimethylphenol				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2,4-Dinitrophenol				-	-	-	-	-	-	-	-	ND	0.81	-	-	-	-
2,4-Dinitrotoluene				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2,6-Dinitrotoluene				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2-Chloronaphthalene				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2-Chlorophenol				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2-Methylnaphthalene				-	-	-	-	-	-	-	-	ND	0.2	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2-Nitroaniline				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
2-Nitrophenol				-	-	-	-	-	-	-	-	ND	0.37	-	-	-	-
3,3'-Dichlorobenzidine				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-	ND	0.24	-	-	-	-
3-Nitroaniline				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
4,6-Dinitro-o-cresol				-	-	-	-	-	-	-	-	ND	0.44	-	-	-	-
4-Bromophenyl phenyl ether				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
4-Chloroaniline				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
4-Nitroaniline				-	-	-	-	-	-	-	-	ND	0.17	-	-	-	-
4-Nitrophenol				-	-	-	-	-	-	-	-	ND	0.24	-	-	-	-
Acenaphthene	20	98	100	-	-	-	-	-	-	-	-	ND	0.14	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		- -		ND	0.14	- -		- -	
Acetophenone				- -		- -		- -		- -		ND	0.17	- -		- -	
Anthracene	100	1000	100	- -		- -		- -		- -		ND	0.1	- -		- -	
Atrazine				- -		- -		- -		- -		ND	0.14	- -		- -	
Benzaldehyde				- -		- -		- -		- -		ND	0.22	- -		- -	
Benzo(a)anthracene	1	1	1	- -		- -		- -		- -		ND	0.1	- -		- -	
Benzo(a)pyrene	1	22	1	- -		- -		- -		- -		ND	0.14	- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		- -		ND	0.1	- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		- -		ND	0.14	- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		- -		ND	0.1	- -		- -	
Biphenyl				- -		- -		- -		- -		ND	0.39	- -		- -	
Bis(2-chloroethoxy)methane				- -		- -		- -		- -		ND	0.18	- -		- -	
Bis(2-chloroethyl)ether				- -		- -		- -		- -		ND	0.15	- -		- -	
Bis(2-chloroisopropyl)ether				- -		- -		- -		- -		ND	0.2	- -		- -	
Bis(2-ethylhexyl)phthalate				- -		- -		- -		- -		ND	0.17	- -		- -	
Butyl benzyl phthalate				- -		- -		- -		- -		ND	0.17	- -		- -	
Caprolactam				- -		- -		- -		- -		ND	0.17	- -		- -	
Carbazole				- -		- -		- -		- -		ND	0.17	- -		- -	
Chrysene	1	1	3.9	- -		- -		- -		- -		ND	0.1	- -		- -	
Di-n-butylphthalate				- -		- -		- -		- -		ND	0.17	- -		- -	
Di-n-octylphthalate				- -		- -		- -		- -		ND	0.17	- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		- -		ND	0.1	- -		- -	
Dibenzofuran	7	210	59	- -		- -		- -		- -		ND	0.17	- -		- -	
Diethyl phthalate				- -		- -		- -		- -		ND	0.17	- -		- -	
Dimethyl phthalate				- -		- -		- -		- -		ND	0.17	- -		- -	
Fluoranthene	100	1000	100	- -		- -		- -		- -		ND	0.1	- -		- -	
Fluorene	30	386	100	- -		- -		- -		- -		ND	0.17	- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		- -		ND	0.1	- -		- -	
Hexachlorobutadiene				- -		- -		- -		- -		ND	0.17	- -		- -	
Hexachlorocyclopentadiene				- -		- -		- -		- -		ND	0.48	- -		- -	
Hexachloroethane				- -		- -		- -		- -		ND	0.14	- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		- -		ND	0.14	- -		- -	
Isophorone				- -		- -		- -		- -		ND	0.15	- -		- -	
n-Nitrosodi-n-propylamine				- -		- -		- -		- -		ND	0.17	- -		- -	
Naphthalene	12	12	100	- -		- -		- -		- -		ND	0.17	- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		- -		ND 0.14		- -		- -	
Nitrobenzene				- -		- -		- -		- -		ND 0.15		- -		- -	
p-Chloro-m-cresol				- -		- -		- -		- -		ND 0.17		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		- -		ND 0.14		- -		- -	
Phenanthrene	100	1000	100	- -		- -		- -		- -		ND 0.1		- -		- -	
Phenol	0.33	0.33	100	- -		- -		- -		- -		ND 0.17		- -		- -	
Pyrene	100	1000	100	- -		- -		- -		- -		ND 0.1		- -		- -	
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
PCBs, Total	0.1	3.2	1	- -		- -		- -		- -		ND 0.051		- -		- -	
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		- -		- -		- -		ND 0.00157		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		- -		ND 0.00157		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		- -		ND 0.00157		- -		- -	
Aldrin	0.005	0.19	0.097	- -		- -		- -		- -		ND 0.00157		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		- -		ND 0.000654		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		- -		ND 0.00157		- -		- -	
Chlordane				- -		- -		- -		- -		ND 0.0131		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		- -		ND 0.00196		- -		- -	
Delta-BHC	0.04	0.25	100	- -		- -		- -		- -		ND 0.00157		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		- -		- -		- -		ND 0.00098		- -		- -	
Endosulfan I	2.4	102	24	- -		- -		- -		- -		ND 0.00157		- -		- -	
Endosulfan II	2.4	102	24	- -		- -		- -		- -		ND 0.00157		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		- -		ND 0.000654		- -		- -	
Endrin	0.014	0.06	11	- -		- -		- -		- -		ND 0.000654		- -		- -	
Endrin aldehyde				- -		- -		- -		- -		ND 0.00196		- -		- -	
Endrin ketone				- -		- -		- -		- -		ND 0.00157		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		- -		- -		- -		ND 0.000784		- -		- -	
Heptachlor epoxide				- -		- -		- -		- -		ND 0.00294		- -		- -	
Lindane	0.1	0.1	1.3	- -		- -		- -		- -		ND 0.000654		- -		- -	
Methoxychlor				- -		- -		- -		- -		ND 0.00294		- -		- -	
Toxaphene				- -		- -		- -		- -		ND 0.0294		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		- -		ND	0.00196	- -		- -	
Herbicides																	
2,4,5-T				- -		- -		- -		- -		ND	0.17	- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		- -		ND	0.17	- -		- -	
2,4-D				- -		- -		- -		- -		ND	0.17	- -		- -	
Metals																	
Aluminum, Total				- -		- -		- -		- -		2500	39.1	- -		- -	
Antimony, Total				- -		- -		- -		- -		ND	19.6	- -		- -	
Arsenic, Total	13	16	16	- -		- -		- -		- -		2.5J	3.91	- -		- -	
Barium, Total	350	820	400	- -		- -		- -		- -		69.4	3.91	- -		- -	
Beryllium, Total	7.2	47	72	- -		- -		- -		- -		ND	1.96	- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		- -		ND	3.91	- -		- -	
Calcium, Total				- -		- -		- -		- -		141000	39.1	- -		- -	
Chromium, Total				- -		- -		- -		- -		7.22	3.91	- -		- -	
Cobalt, Total				- -		- -		- -		- -		2.65J	7.82	- -		- -	
Copper, Total	50	1720	270	- -		- -		- -		- -		13.7	3.91	- -		- -	
Cyanide, Total	27	40	27	- -		- -		- -		- -		ND	0.98	- -		- -	
Iron, Total				- -		- -		- -		- -		7820	19.6	- -		- -	
Lead, Total	63	450	400	- -		- -		- -		- -		12.9J	19.6	- -		- -	
Magnesium, Total				- -		- -		- -		- -		44400	39.1	- -		- -	
Manganese, Total	1600	2000	2000	- -		- -		- -		- -		456	3.91	- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		- -		ND	0.067	- -		- -	
Nickel, Total	30	130	310	- -		- -		- -		- -		6.76J	9.78	- -		- -	
Potassium, Total				- -		- -		- -		- -		418J	978	- -		- -	
Selenium, Total	3.9	4	180	- -		- -		- -		- -		ND	7.82	- -		- -	
Silver, Total	2	8.3	180	- -		- -		- -		- -		ND	1.96	- -		- -	
Sodium, Total				- -		- -		- -		- -		ND	782	- -		- -	
Thallium, Total				- -		- -		- -		- -		ND	7.82	- -		- -	
Vanadium, Total				- -		- -		- -		- -		6.16	3.91	- -		- -	
Zinc, Total	109	2480	10000	- -		- -		- -		- -		37.3	19.6	- -		- -	
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		- -		ND	0.0008	- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		- -		ND	0.0008	- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		- -		ND	0.0008	- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		- -		ND	0.0008	- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		- -		ND	0.005	- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		- -		ND	0.005	- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		- -		ND	0.001	- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		- -		ND	0.0008	- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		- -		ND	0.0008	- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		- -		ND	0.0008	- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		- -		ND	0.002	- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		- -		ND	0.002	- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		- -		ND	0.0004	- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		- -		ND	0.0004	- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		- -		ND	0.0004	- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		- -		ND	0.0004	- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		- -		ND	0.0008	- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorononanoic Acid (PFNA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		- -		0.000064J	0.0002	- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		- -		0.000042J	0.0002	- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		- -		ND	0.0004	- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		- -		ND	0.0002	- -		- -	
General Chemistry																	
Solids, Total				85.2	0.1	86	0.1	90.5	0.1	95.3	0.1	96.3	0.1	90	0.1	85.6	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-305 41-42		SB-306 3-4		SB-306 6-8		SB-306 13-14		SB-306 15-20		SB-306 22-23		SB-306 26-27	
SAMPLING DATE				5/21/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/19/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				41-42 FEET		3-4 FEET		6-8 FEET		13-14 FEET		15-20 FEET		22-23 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05		SB-306 30-32		SB-306 39-40		SB-306 42-43		SB-307 3-4		SB-307 5-10		DUP-06	
SAMPLING DATE				5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH						30-32 FEET		39-40 FEET		42-43 FEET		3-4 FEET		5-10 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
VOCS																	
1,1,1-Trichloroethane	0.68	0.68	100	ND 0.00057		ND 0.00055		ND 0.00041		ND 0.00045		ND 0.0005		ND 0.00062		ND 0.00059	
1,1,2,2-Tetrachloroethane				ND 0.00057		ND 0.00055		ND 0.00041		ND 0.00045		ND 0.0005		ND 0.00062		ND 0.00059	
1,1,2-Trichloroethane				ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
1,1-Dichloroethane	0.27	0.27	26	ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
1,1-Dichloroethene	0.33	0.33	100	ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
1,2,3-Trichlorobenzene				ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
1,2,4-Trichlorobenzene				ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
1,2-Dibromo-3-chloropropane				ND 0.0034		ND 0.0033		ND 0.0025		ND 0.0027		ND 0.003		ND 0.0037		ND 0.0036	
1,2-Dibromoethane				ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
1,2-Dichlorobenzene	1.1	1.1	100	ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
1,2-Dichloroethane	0.02	0.02	3.1	ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
1,2-Dichloropropane				ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
1,3-Dichlorobenzene	2.4	2.4	49	ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
1,4-Dichlorobenzene	1.8	1.8	13	ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
1,4-Dioxane	0.1	0.1	13	ND 0.091		ND 0.088		ND 0.066		ND 0.072		ND 0.08		ND 0.099		ND 0.095	
2-Butanone	0.12	0.12	100	ND 0.011		ND 0.011		ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
2-Hexanone				ND 0.011		ND 0.011		ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
4-Methyl-2-pentanone				ND 0.011		ND 0.011		ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
Acetone	0.05	0.05	100	ND 0.011		ND 0.011		ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
Benzene	0.06	0.06	4.8	ND 0.00057		0.0005J 0.00055		ND 0.00041		ND 0.00045		ND 0.0005		ND 0.00062		ND 0.00059	
Bromochloromethane				ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
Bromodichloromethane				ND 0.00057		ND 0.00055		ND 0.00041		ND 0.00045		ND 0.0005		ND 0.00062		ND 0.00059	
Bromoform				ND 0.0045		ND 0.0044		ND 0.0033		ND 0.0036		ND 0.004		ND 0.005		ND 0.0048	
Bromomethane				ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
Carbon disulfide				ND 0.011		ND 0.011		ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
Carbon tetrachloride	0.76	0.76	2.4	ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
Chlorobenzene	1.1	1.1	100	ND 0.00057		ND 0.00055		ND 0.00041		ND 0.00045		ND 0.0005		ND 0.00062		ND 0.00059	
Chloroethane				ND 0.0023		ND 0.0022		ND 0.0016		ND 0.0018		ND 0.002		ND 0.0025		ND 0.0024	
Chloroform	0.37	0.37	49	0.0024	0.0017	0.0026	0.0016	ND 0.0012		ND 0.0014		ND 0.0015		ND 0.0019		ND 0.0018	
Chloromethane				ND 0.0045		ND 0.0044		ND 0.0033		ND 0.0036		ND 0.004		ND 0.005		ND 0.0048	
cis-1,2-Dichloroethene	0.25	0.25	100	ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
cis-1,3-Dichloropropene				ND 0.00057		ND 0.00055		ND 0.00041		ND 0.00045		ND 0.0005		ND 0.00062		ND 0.00059	
Cyclohexane				0.0031J	0.011	0.0011J	0.011	ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
Dibromochloromethane				ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
Dichlorodifluoromethane				ND 0.011		ND 0.011		ND 0.0083		ND 0.009		ND 0.01		ND 0.012		ND 0.012	
Ethylbenzene	1	1	41	ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
Freon-113				ND 0.0045		ND 0.0044		ND 0.0033		ND 0.0036		ND 0.004		ND 0.005		ND 0.0048	
Isopropylbenzene				ND 0.0011		ND 0.0011		ND 0.00083		ND 0.0009		ND 0.001		ND 0.0012		ND 0.0012	
Methyl Acetate				ND 0.0045		ND 0.0044		ND 0.0033		ND 0.0036		ND 0.004		ND 0.005		ND 0.0048	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05	SB-306 30-32	SB-306 39-40	SB-306 42-43	SB-307 3-4	SB-307 5-10	DUP-06
SAMPLING DATE				5/19/2025	5/19/2025	5/19/2025	5/19/2025	5/20/2025	5/20/2025	5/20/2025
SAMPLE TYPE				SOIL	SOIL	SOIL	SOIL	SOIL	SOIL	SOIL
SAMPLE DEPTH					30-32 FEET	39-40 FEET	42-43 FEET	3-4 FEET	5-10 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results RL	Results RL	Results RL	Results RL	Results RL	Results RL	Results RL
Methyl cyclohexane				0.0034J 0.0045	0.0021J 0.0044	ND 0.0033	ND 0.0036	ND 0.004	ND 0.005	ND 0.0048
Methyl tert butyl ether	0.93	0.93	100	ND 0.0023	ND 0.0022	ND 0.0016	ND 0.0018	ND 0.002	ND 0.0025	ND 0.0024
Methylene chloride	0.05	0.05	100	ND 0.0057	ND 0.0055	ND 0.0041	ND 0.0045	ND 0.005	ND 0.0062	ND 0.0059
o-Xylene				ND 0.0011	ND 0.0011	ND 0.00083	ND 0.0009	ND 0.001	ND 0.0012	ND 0.0012
p/m-Xylene				ND 0.0023	0.00085J 0.0022	ND 0.0016	ND 0.0018	ND 0.002	ND 0.0025	ND 0.0024
Styrene				ND 0.0011	ND 0.0011	ND 0.00083	ND 0.0009	ND 0.001	ND 0.0012	ND 0.0012
Tetrachloroethene	1.3	1.3	19	ND 0.00057	0.00025J 0.00055	ND 0.00041	ND 0.00045	ND 0.0005	ND 0.00062	ND 0.00059
Toluene	0.7	0.7	100	ND 0.0011	0.00097J 0.0011	ND 0.00083	ND 0.0009	ND 0.001	ND 0.0012	ND 0.0012
trans-1,2-Dichloroethene	0.19	0.19	100	ND 0.0017	ND 0.0016	ND 0.0012	ND 0.0014	ND 0.0015	ND 0.0019	ND 0.0018
trans-1,3-Dichloropropene				ND 0.0011	ND 0.0011	ND 0.00083	ND 0.0009	ND 0.001	ND 0.0012	ND 0.0012
Trichloroethene	0.47	0.47	21	ND 0.00057	ND 0.00055	ND 0.00041	ND 0.00045	ND 0.0005	ND 0.00062	ND 0.00059
Trichlorofluoromethane				ND 0.0045	ND 0.0044	ND 0.0033	ND 0.0036	ND 0.004	ND 0.005	ND 0.0048
Vinyl chloride	0.02	0.02	0.9	ND 0.0011	ND 0.0011	ND 0.00083	ND 0.0009	ND 0.001	ND 0.0012	ND 0.0012
SVOCs										
1,2,4,5-Tetrachlorobenzene				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
1,4-Dioxane	0.1	0.1	13	- -	- -	- -	- -	- -	ND 0.028	ND 0.027
2,3,4,6-Tetrachlorophenol				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2,4,5-Trichlorophenol				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2,4,6-Trichlorophenol				- -	- -	- -	- -	- -	ND 0.11	ND 0.11
2,4-Dichlorophenol				- -	- -	- -	- -	- -	ND 0.17	ND 0.16
2,4-Dimethylphenol				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2,4-Dinitrophenol				- -	- -	- -	- -	- -	ND 0.89	ND 0.88
2,4-Dinitrotoluene				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2,6-Dinitrotoluene				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2-Chloronaphthalene				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2-Chlorophenol				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2-Methylnaphthalene				- -	- -	- -	- -	- -	ND 0.22	ND 0.22
2-Methylphenol	0.33	0.33	100	- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2-Nitroaniline				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
2-Nitrophenol				- -	- -	- -	- -	- -	ND 0.4	ND 0.39
3,3'-Dichlorobenzidine				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
3-Methylphenol/4-Methylphenol	0.33	0.33	100	- -	- -	- -	- -	- -	ND 0.26	ND 0.26
3-Nitroaniline				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
4,6-Dinitro-o-cresol				- -	- -	- -	- -	- -	ND 0.48	ND 0.47
4-Bromophenyl phenyl ether				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
4-Chloroaniline				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
4-Chlorophenyl phenyl ether				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
4-Nitroaniline				- -	- -	- -	- -	- -	ND 0.18	ND 0.18
4-Nitrophenol				- -	- -	- -	- -	- -	ND 0.26	ND 0.26
Acenaphthene	20	98	100	- -	- -	- -	- -	- -	ND 0.15	ND 0.15

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05		SB-306 30-32		SB-306 39-40		SB-306 42-43		SB-307 3-4		SB-307 5-10		DUP-06	
SAMPLING DATE				5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH						30-32 FEET		39-40 FEET		42-43 FEET		3-4 FEET		5-10 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Acetophenone				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Anthracene	100	1000	100	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Atrazine				- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Benzaldehyde				- -		- -		- -		- -		- -		ND	0.24	ND	0.24
Benzo(a)anthracene	1	1	1	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Benzo(a)pyrene	1	22	1	- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Biphenyl				- -		- -		- -		- -		- -		ND	0.42	ND	0.42
Bis(2-chloroethoxy)methane				- -		- -		- -		- -		- -		ND	0.2	ND	0.2
Bis(2-chloroethyl)ether				- -		- -		- -		- -		- -		ND	0.17	ND	0.16
Bis(2-chloroisopropyl)ether				- -		- -		- -		- -		- -		ND	0.22	ND	0.22
Bis(2-ethylhexyl)phthalate				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Butyl benzyl phthalate				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Caprolactam				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Carbazole				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Chrysene	1	1	3.9	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Di-n-butylphthalate				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Di-n-octylphthalate				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Dibenzofuran	7	210	59	- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Diethyl phthalate				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Dimethyl phthalate				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Fluoranthene	100	1000	100	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Fluorene	30	386	100	- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Hexachlorobutadiene				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Hexachlorocyclopentadiene				- -		- -		- -		- -		- -		ND	0.53	ND	0.52
Hexachloroethane				- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Isophorone				- -		- -		- -		- -		- -		ND	0.17	ND	0.16
n-Nitrosodi-n-propylamine				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Naphthalene	12	12	100	- -		- -		- -		- -		- -		ND	0.18	ND	0.18

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05		SB-306 30-32		SB-306 39-40		SB-306 42-43		SB-307 3-4		SB-307 5-10		DUP-06	
SAMPLING DATE				5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH						30-32 FEET		39-40 FEET		42-43 FEET		3-4 FEET		5-10 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Nitrobenzene				- -		- -		- -		- -		- -		ND	0.17	ND	0.16
p-Chloro-m-cresol				- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		- -		- -		ND	0.15	ND	0.15
Phenanthrene	100	1000	100	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
Phenol	0.33	0.33	100	- -		- -		- -		- -		- -		ND	0.18	ND	0.18
Pyrene	100	1000	100	- -		- -		- -		- -		- -		ND	0.11	ND	0.11
PCBs																	
Aroclor 1016	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1221	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1232	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1242	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1248	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1254	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1260	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1262	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Aroclor 1268	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
PCBs, Total	0.1	3.2	1	- -		- -		- -		- -		- -		ND	0.053	ND	0.0541
Pesticides																	
4,4'-DDD	0.0033	14	13	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		- -		- -		0.00095J	0.00178	ND	0.00172
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Aldrin	0.005	0.19	0.097	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		- -		- -		ND	0.000741	ND	0.000715
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Chlordane				- -		- -		- -		- -		- -		ND	0.0148	ND	0.0143
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		- -		- -		0.00114JP	0.00222	ND	0.00214
Delta-BHC	0.04	0.25	100	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Dieldrin	0.005	0.1	0.2	- -		- -		- -		- -		- -		ND	0.00111	ND	0.00107
Endosulfan I	2.4	102	24	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Endosulfan II	2.4	102	24	- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		- -		- -		ND	0.000741	ND	0.000715
Endrin	0.014	0.06	11	- -		- -		- -		- -		- -		ND	0.000741	ND	0.000715
Endrin aldehyde				- -		- -		- -		- -		- -		ND	0.00222	ND	0.00214
Endrin ketone				- -		- -		- -		- -		- -		ND	0.00178	ND	0.00172
Heptachlor	0.042	0.38	2.1	- -		- -		- -		- -		- -		ND	0.000889	ND	0.000858
Heptachlor epoxide				- -		- -		- -		- -		- -		ND	0.00333	ND	0.00322
Lindane	0.1	0.1	1.3	- -		- -		- -		- -		- -		ND	0.000741	ND	0.000715
Methoxychlor				- -		- -		- -		- -		- -		ND	0.00333	ND	0.00322
Toxaphene				- -		- -		- -		- -		- -		ND	0.0333	ND	0.0322

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05		SB-306 30-32		SB-306 39-40		SB-306 42-43		SB-307 3-4		SB-307 5-10		DUP-06	
SAMPLING DATE				5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH						30-32 FEET		39-40 FEET		42-43 FEET		3-4 FEET		5-10 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		- -		- -		0.000774J	0.00222	ND	0.00214
Herbicides																	
2,4,5-T				- -		- -		- -		- -		- -		ND	0.187	ND	0.184
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		- -		- -		ND	0.187	ND	0.184
2,4-D				- -		- -		- -		- -		- -		ND	0.187	ND	0.184
Metals																	
Aluminum, Total				- -		- -		- -		- -		- -		4100	42.9	4290	8.49
Antimony, Total				- -		- -		- -		- -		- -		ND	21.4	ND	4.24
Arsenic, Total	13	16	16	- -		- -		- -		- -		- -		2.63J	4.29	2.48	0.849
Barium, Total	350	820	400	- -		- -		- -		- -		- -		30.8	4.29	25.6	0.849
Beryllium, Total	7.2	47	72	- -		- -		- -		- -		- -		ND	2.14	0.195J	0.424
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		- -		- -		ND	4.29	ND	0.849
Calcium, Total				- -		- -		- -		- -		- -		206000	42.9	125000	42.4
Chromium, Total				- -		- -		- -		- -		- -		8.83	4.29	7.74	0.849
Cobalt, Total				- -		- -		- -		- -		- -		3.79J	8.58	3.3	1.7
Copper, Total	50	1720	270	- -		- -		- -		- -		- -		10.3	4.29	9.46	0.849
Cyanide, Total	27	40	27	- -		- -		- -		- -		- -		ND	1.1	ND	1.1
Iron, Total				- -		- -		- -		- -		- -		10200	21.4	9790	4.24
Lead, Total	63	450	400	- -		- -		- -		- -		- -		11.1J	21.4	10.8	4.24
Magnesium, Total				- -		- -		- -		- -		- -		30900	42.9	45200	42.4
Manganese, Total	1600	2000	2000	- -		- -		- -		- -		- -		503	4.29	423	0.849
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		- -		- -		ND	0.077	ND	0.076
Nickel, Total	30	130	310	- -		- -		- -		- -		- -		12.6	10.7	10.4	2.12
Potassium, Total				- -		- -		- -		- -		- -		470J	1070	526	212
Selenium, Total	3.9	4	180	- -		- -		- -		- -		- -		ND	8.58	ND	1.7
Silver, Total	2	8.3	180	- -		- -		- -		- -		- -		ND	2.14	ND	0.424
Sodium, Total				- -		- -		- -		- -		- -		ND	858	138J	170
Thallium, Total				- -		- -		- -		- -		- -		ND	8.58	ND	1.7
Vanadium, Total				- -		- -		- -		- -		- -		10.6	4.29	8.14	0.849
Zinc, Total	109	2480	10000	- -		- -		- -		- -		- -		86.9	21.4	33	4.24
PFAS																	
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		- -		- -		ND	0.005	ND	0.00498
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		- -		- -		ND	0.005	ND	0.00498
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		- -		- -		ND	0.000999	ND	0.000995
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05		SB-306 30-32		SB-306 39-40		SB-306 42-43		SB-307 3-4		SB-307 5-10		DUP-06	
SAMPLING DATE				5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH						30-32 FEET		39-40 FEET		42-43 FEET		3-4 FEET		5-10 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		- -		- -		ND	0.002	ND	0.00199
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		- -		- -		ND	0.002	ND	0.00199
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		- -		- -		ND	0.0004	ND	0.000398
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		- -		- -		ND	0.0004	ND	0.000398
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		- -		- -		ND	0.0004	ND	0.000398
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		- -		- -		ND	0.0004	ND	0.000398
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		- -		- -		ND	0.000799	ND	0.000796
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorononanoic Acid (PFNA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		- -		- -		ND	0.0004	ND	0.000398
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		- -		- -		ND	0.0002	ND	0.000199
General Chemistry																	
Solids, Total				81.6	0.1	83	0.1	88.8	0.1	90.7	0.1	90.2	0.1	87.8	0.1	90.2	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				DUP-05		SB-306 30-32		SB-306 39-40		SB-306 42-43		SB-307 3-4		SB-307 5-10		DUP-06	
SAMPLING DATE				5/19/2025		5/19/2025		5/19/2025		5/19/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH						30-32 FEET		39-40 FEET		42-43 FEET		3-4 FEET		5-10 FEET			
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg
Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.
Blank space indicates that a SCO does not exist
"J" indicates estimated concentration
ND - Not detected at the reported detection limit for the sample.
"-" indicates that sample was not anlayzed for that parameter
DUP-01 collected at SB-301, 21'-22'
DUP-02 collected at SB-304, 42'-43'
DUP-03 collected at SB-302, 23'-24'
DUP-04 collected at SB-303, 22'-24'
DUP-05 collected at SB-306, 26'-27'
DUP-06 collected at SB-307, 5'-10'
DUP-07 collected at SB-305, 22'-24'

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL
VOCS											
1,1,1-Trichloroethane	0.68	0.68	100	ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
1,1,2,2-Tetrachloroethane				ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
1,1,2-Trichloroethane				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
1,1-Dichloroethane	0.27	0.27	26	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
1,1-Dichloroethene	0.33	0.33	100	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
1,2,3-Trichlorobenzene				ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
1,2,4-Trichlorobenzene				ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
1,2-Dibromo-3-chloropropane				ND	0.003	ND	0.0026	ND	0.0028	ND	0.0017
1,2-Dibromoethane				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
1,2-Dichlorobenzene	1.1	1.1	100	ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
1,2-Dichloroethane	0.02	0.02	3.1	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
1,2-Dichloropropane				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
1,3-Dichlorobenzene	2.4	2.4	49	ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
1,4-Dichlorobenzene	1.8	1.8	13	ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
1,4-Dioxane	0.1	0.1	13	ND	0.081	ND	0.068	ND	0.074	ND	0.046
2-Butanone	0.12	0.12	100	ND	0.01	ND	0.0085	ND	0.0092	ND	0.0058
2-Hexanone				ND	0.01	ND	0.0085	ND	0.0092	ND	0.0058
4-Methyl-2-pentanone				ND	0.01	ND	0.0085	ND	0.0092	ND	0.0058
Acetone	0.05	0.05	100	ND	0.01	ND	0.0085	ND	0.0092	ND	0.0058
Benzene	0.06	0.06	4.8	ND	0.0005	0.00015J	0.00043	0.00039J	0.00046	ND	0.00029
Bromochloromethane				ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
Bromodichloromethane				ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
Bromoform				ND	0.004	ND	0.0034	ND	0.0037	ND	0.0023
Bromomethane				ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
Carbon disulfide				ND	0.01	ND	0.0085	ND	0.0092	ND	0.0058
Carbon tetrachloride	0.76	0.76	2.4	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
Chlorobenzene	1.1	1.1	100	ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
Chloroethane				ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
Chloroform	0.37	0.37	49	ND	0.0015	ND	0.0013	0.00094J	0.0014	ND	0.00086
Chloromethane				ND	0.004	ND	0.0034	ND	0.0037	ND	0.0023
cis-1,2-Dichloroethene	0.25	0.25	100	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
cis-1,3-Dichloropropene				ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
Cyclohexane				ND	0.01	ND	0.0085	0.00057J	0.0092	ND	0.0058
Dibromochloromethane				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
Dichlorodifluoromethane				ND	0.01	ND	0.0085	ND	0.0092	ND	0.0058
Ethylbenzene	1	1	41	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
Freon-113				ND	0.004	ND	0.0034	ND	0.0037	ND	0.0023
Isopropylbenzene				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
Methyl Acetate				ND	0.004	ND	0.0034	ND	0.0037	ND	0.0023

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL
Methyl cyclohexane				ND	0.004	ND	0.0034	0.0012J	0.0037	ND	0.0023
Methyl tert butyl ether	0.93	0.93	100	ND	0.002	ND	0.0017	ND	0.0018	ND	0.0012
Methylene chloride	0.05	0.05	100	ND	0.005	ND	0.0043	ND	0.0046	ND	0.0029
o-Xylene				ND	0.001	ND	0.00085	0.00028J	0.00092	ND	0.00058
p/m-Xylene				ND	0.002	ND	0.0017	0.00085J	0.0018	ND	0.0012
Styrene				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
Tetrachloroethene	1.3	1.3	19	ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
Toluene	0.7	0.7	100	ND	0.001	ND	0.00085	0.00091J	0.00092	ND	0.00058
trans-1,2-Dichloroethene	0.19	0.19	100	ND	0.0015	ND	0.0013	ND	0.0014	ND	0.00086
trans-1,3-Dichloropropene				ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
Trichloroethene	0.47	0.47	21	ND	0.0005	ND	0.00043	ND	0.00046	ND	0.00029
Trichlorofluoromethane				ND	0.004	ND	0.0034	ND	0.0037	ND	0.0023
Vinyl chloride	0.02	0.02	0.9	ND	0.001	ND	0.00085	ND	0.00092	ND	0.00058
SVOCs											
1,2,4,5-Tetrachlorobenzene				-	-	-	-	-	-	-	-
1,4-Dioxane	0.1	0.1	13	-	-	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol				-	-	-	-	-	-	-	-
2,4,5-Trichlorophenol				-	-	-	-	-	-	-	-
2,4,6-Trichlorophenol				-	-	-	-	-	-	-	-
2,4-Dichlorophenol				-	-	-	-	-	-	-	-
2,4-Dimethylphenol				-	-	-	-	-	-	-	-
2,4-Dinitrophenol				-	-	-	-	-	-	-	-
2,4-Dinitrotoluene				-	-	-	-	-	-	-	-
2,6-Dinitrotoluene				-	-	-	-	-	-	-	-
2-Chloronaphthalene				-	-	-	-	-	-	-	-
2-Chlorophenol				-	-	-	-	-	-	-	-
2-Methylnaphthalene				-	-	-	-	-	-	-	-
2-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-
2-Nitroaniline				-	-	-	-	-	-	-	-
2-Nitrophenol				-	-	-	-	-	-	-	-
3,3'-Dichlorobenzidine				-	-	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol	0.33	0.33	100	-	-	-	-	-	-	-	-
3-Nitroaniline				-	-	-	-	-	-	-	-
4,6-Dinitro-o-cresol				-	-	-	-	-	-	-	-
4-Bromophenyl phenyl ether				-	-	-	-	-	-	-	-
4-Chloroaniline				-	-	-	-	-	-	-	-
4-Chlorophenyl phenyl ether				-	-	-	-	-	-	-	-
4-Nitroaniline				-	-	-	-	-	-	-	-
4-Nitrophenol				-	-	-	-	-	-	-	-
Acenaphthene	20	98	100	-	-	-	-	-	-	-	-

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL
Acenaphthylene	100	107	100	- -		- -		- -		- -	
Acetophenone				- -		- -		- -		- -	
Anthracene	100	1000	100	- -		- -		- -		- -	
Atrazine				- -		- -		- -		- -	
Benzaldehyde				- -		- -		- -		- -	
Benzo(a)anthracene	1	1	1	- -		- -		- -		- -	
Benzo(a)pyrene	1	22	1	- -		- -		- -		- -	
Benzo(b)fluoranthene	1	1.7	1	- -		- -		- -		- -	
Benzo(ghi)perylene	100	1000	100	- -		- -		- -		- -	
Benzo(k)fluoranthene	0.8	1.7	3.9	- -		- -		- -		- -	
Biphenyl				- -		- -		- -		- -	
Bis(2-chloroethoxy)methane				- -		- -		- -		- -	
Bis(2-chloroethyl)ether				- -		- -		- -		- -	
Bis(2-chloroisopropyl)ether				- -		- -		- -		- -	
Bis(2-ethylhexyl)phthalate				- -		- -		- -		- -	
Butyl benzyl phthalate				- -		- -		- -		- -	
Caprolactam				- -		- -		- -		- -	
Carbazole				- -		- -		- -		- -	
Chrysene	1	1	3.9	- -		- -		- -		- -	
Di-n-butylphthalate				- -		- -		- -		- -	
Di-n-octylphthalate				- -		- -		- -		- -	
Dibenzo(a,h)anthracene	0.33	1000	0.33	- -		- -		- -		- -	
Dibenzofuran	7	210	59	- -		- -		- -		- -	
Diethyl phthalate				- -		- -		- -		- -	
Dimethyl phthalate				- -		- -		- -		- -	
Fluoranthene	100	1000	100	- -		- -		- -		- -	
Fluorene	30	386	100	- -		- -		- -		- -	
Hexachlorobenzene	0.33	3.2	1.2	- -		- -		- -		- -	
Hexachlorobutadiene				- -		- -		- -		- -	
Hexachlorocyclopentadiene				- -		- -		- -		- -	
Hexachloroethane				- -		- -		- -		- -	
Indeno(1,2,3-cd)pyrene	0.5	8.2	0.5	- -		- -		- -		- -	
Isophorone				- -		- -		- -		- -	
n-Nitrosodi-n-propylamine				- -		- -		- -		- -	
Naphthalene	12	12	100	- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL
NDPA/DPA				- -		- -		- -		- -	
Nitrobenzene				- -		- -		- -		- -	
p-Chloro-m-cresol				- -		- -		- -		- -	
Pentachlorophenol	0.8	0.8	6.7	- -		- -		- -		- -	
Phenanthrene	100	1000	100	- -		- -		- -		- -	
Phenol	0.33	0.33	100	- -		- -		- -		- -	
Pyrene	100	1000	100	- -		- -		- -		- -	
PCBs											
Aroclor 1016	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1221	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1232	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1242	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1248	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1254	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1260	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1262	0.1	3.2	1	- -		- -		- -		- -	
Aroclor 1268	0.1	3.2	1	- -		- -		- -		- -	
PCBs, Total	0.1	3.2	1	- -		- -		- -		- -	
Pesticides											
4,4'-DDD	0.0033	14	13	- -		- -		- -		- -	
4,4'-DDE	0.0033	17	8.9	- -		- -		- -		- -	
4,4'-DDT	0.0033	136	7.9	- -		- -		- -		- -	
Aldrin	0.005	0.19	0.097	- -		- -		- -		- -	
Alpha-BHC	0.02	0.02	0.48	- -		- -		- -		- -	
Beta-BHC	0.036	0.09	0.36	- -		- -		- -		- -	
Chlordane				- -		- -		- -		- -	
cis-Chlordane	0.094	2.9	4.2	- -		- -		- -		- -	
Delta-BHC	0.04	0.25	100	- -		- -		- -		- -	
Dieldrin	0.005	0.1	0.2	- -		- -		- -		- -	
Endosulfan I	2.4	102	24	- -		- -		- -		- -	
Endosulfan II	2.4	102	24	- -		- -		- -		- -	
Endosulfan sulfate	2.4	1000	24	- -		- -		- -		- -	
Endrin	0.014	0.06	11	- -		- -		- -		- -	
Endrin aldehyde				- -		- -		- -		- -	
Endrin ketone				- -		- -		- -		- -	
Heptachlor	0.042	0.38	2.1	- -		- -		- -		- -	
Heptachlor epoxide				- -		- -		- -		- -	
Lindane	0.1	0.1	1.3	- -		- -		- -		- -	
Methoxychlor				- -		- -		- -		- -	
Toxaphene				- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL
trans-Chlordane				- -		- -		- -		- -	
Herbicides											
2,4,5-T				- -		- -		- -		- -	
2,4,5-TP (Silvex)	3.8	3.8	100	- -		- -		- -		- -	
2,4-D				- -		- -		- -		- -	
Metals											
Aluminum, Total				- -		- -		- -		- -	
Antimony, Total				- -		- -		- -		- -	
Arsenic, Total	13	16	16	- -		- -		- -		- -	
Barium, Total	350	820	400	- -		- -		- -		- -	
Beryllium, Total	7.2	47	72	- -		- -		- -		- -	
Cadmium, Total	2.5	7.5	4.3	- -		- -		- -		- -	
Calcium, Total				- -		- -		- -		- -	
Chromium, Total				- -		- -		- -		- -	
Cobalt, Total				- -		- -		- -		- -	
Copper, Total	50	1720	270	- -		- -		- -		- -	
Cyanide, Total	27	40	27	- -		- -		- -		- -	
Iron, Total				- -		- -		- -		- -	
Lead, Total	63	450	400	- -		- -		- -		- -	
Magnesium, Total				- -		- -		- -		- -	
Manganese, Total	1600	2000	2000	- -		- -		- -		- -	
Mercury, Total	0.18	0.73	0.81	- -		- -		- -		- -	
Nickel, Total	30	130	310	- -		- -		- -		- -	
Potassium, Total				- -		- -		- -		- -	
Selenium, Total	3.9	4	180	- -		- -		- -		- -	
Silver, Total	2	8.3	180	- -		- -		- -		- -	
Sodium, Total				- -		- -		- -		- -	
Thallium, Total				- -		- -		- -		- -	
Vanadium, Total				- -		- -		- -		- -	
Zinc, Total	109	2480	10000	- -		- -		- -		- -	
PFAS											
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)				- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)				- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)				- -		- -		- -		- -	
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)				- -		- -		- -		- -	
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)				- -		- -		- -		- -	
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)				- -		- -		- -		- -	
3-Perfluoropropyl Propanoic Acid (3:3FTCA)				- -		- -		- -		- -	
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)				- -		- -		- -		- -	
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)				- -		- -		- -		- -	

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)				- -		- -		- -		- -	
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)				- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)				- -		- -		- -		- -	
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)				- -		- -		- -		- -	
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)				- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)				- -		- -		- -		- -	
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)				- -		- -		- -		- -	
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)				- -		- -		- -		- -	
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)				- -		- -		- -		- -	
Perfluoro-3-Methoxypropanoic Acid (PFMPA)				- -		- -		- -		- -	
Perfluoro-4-Methoxybutanoic Acid (PFMBA)				- -		- -		- -		- -	
Perfluorobutanesulfonic Acid (PFBS)				- -		- -		- -		- -	
Perfluorobutanoic Acid (PFBA)				- -		- -		- -		- -	
Perfluorodecanesulfonic Acid (PFDS)				- -		- -		- -		- -	
Perfluorodecanoic Acid (PFDA)				- -		- -		- -		- -	
Perfluorododecanesulfonic Acid (PFDoS)				- -		- -		- -		- -	
Perfluorododecanoic Acid (PFDoA)				- -		- -		- -		- -	
Perfluoroheptanesulfonic Acid (PFHpS)				- -		- -		- -		- -	
Perfluoroheptanoic Acid (PFHpA)				- -		- -		- -		- -	
Perfluorohexanesulfonic Acid (PFHxS)				- -		- -		- -		- -	
Perfluorohexanoic Acid (PFHxA)				- -		- -		- -		- -	
Perfluorononanesulfonic Acid (PFNS)				- -		- -		- -		- -	
Perfluorononanoic Acid (PFNA)				- -		- -		- -		- -	
Perfluorooctanesulfonamide (PFOSA)				- -		- -		- -		- -	
Perfluorooctanesulfonic Acid (PFOS)	0.00088	0.001	0.044	- -		- -		- -		- -	
Perfluorooctanoic Acid (PFOA)	0.0066	0.8	0.033	- -		- -		- -		- -	
Perfluoropentanesulfonic Acid (PFPeS)				- -		- -		- -		- -	
Perfluoropentanoic Acid (PFPeA)				- -		- -		- -		- -	
Perfluorotetradecanoic Acid (PFTeDA)				- -		- -		- -		- -	
Perfluorotridecanoic Acid (PFTrDA)				- -		- -		- -		- -	
Perfluoroundecanoic Acid (PFUnA)				- -		- -		- -		- -	
General Chemistry											
Solids, Total				95.1	0.1	93.5	0.1	91	0.1	92.4	0.1

Table 2C

COVENTRY COMMONS
SITE CHARACTERIZATION
SOIL DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION				SB-307 12-13		SB-307 16-17		SB-307 20-21		SB-307 26-27	
SAMPLING DATE				5/20/2025		5/20/2025		5/20/2025		5/20/2025	
SAMPLE TYPE				SOIL		SOIL		SOIL		SOIL	
SAMPLE DEPTH				12-13 FEET		16-17 FEET		20-21 FEET		26-27 FEET	
	Unrestricted	Protection of Groundwater	Restricted Residential	Results	RL	Results	RL	Results	RL	Results	RL

Notes:

Results and soil cleanup objectives (SCO) in mg/kg

Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.

Blank space indicates that a SCO does not exist

"J" indicates estimated concentration

ND - Not detected at the reported detection limit for the sample.

"-" indicates that sample was not anlayzed for that parameter

DUP-01 collected at SB-301, 21'-22'

DUP-02 collected at SB-304, 42'-43'

DUP-03 collected at SB-302, 23'-24'

DUP-04 collected at SB-303, 22'-24'

DUP-05 collected at SB-306, 26'-27'

DUP-06 collected at SB-307, 5'-10'

DUP-07 collected at SB-305, 22'-24'

TABLE 3A

COVENTRY COMMONS
2022 PHASE II
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-3		MW-4		MW-5	
SAMPLING DATE		11/2/2022		11/2/2022		11/2/2022	
SAMPLE TYPE		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual
VOCs							
Methylene chloride	5	ND		ND		ND	
1,1-Dichloroethane	5	ND		ND		ND	
Chloroform	7	ND		3.8		6.6	
Carbon tetrachloride	5	ND		ND		ND	
1,2-Dichloropropane	1	ND		ND		ND	
Dibromochloromethane	50	ND		ND		ND	
1,1,2-Trichloroethane	1	ND		ND		ND	
Tetrachloroethene	5	0.22	J	4.1		0.88	
Chlorobenzene	5	ND		ND		ND	
Trichlorofluoromethane	5	ND		ND		ND	
1,2-Dichloroethane	0.6	ND		ND		ND	
1,1,1-Trichloroethane	5	ND		ND		ND	
Bromodichloromethane	50	ND		ND		ND	
trans-1,3-Dichloropropene	0.4	ND		ND		ND	
cis-1,3-Dichloropropene	0.4	ND		ND		ND	
Bromoform	50	ND		ND		ND	
1,1,2,2-Tetrachloroethane	5	ND		ND		ND	
Benzene	1	0.34	J	0.39	J	0.49	J
Toluene	5	ND		0.7	J	0.77	J
Ethylbenzene	5	ND		ND		ND	
Chloromethane		ND		ND		ND	
Bromomethane	5	ND		ND		ND	
Vinyl chloride	2	ND		ND		ND	
Chloroethane	5	ND		ND		ND	
1,1-Dichloroethene	5	ND		ND		ND	
trans-1,2-Dichloroethene	5	ND		ND		ND	
Trichloroethene	5	ND		1.8		0.91	
1,2-Dichlorobenzene	3	ND		ND		ND	
1,3-Dichlorobenzene	3	ND		ND		ND	
1,4-Dichlorobenzene	3	ND		ND		ND	
Methyl tert butyl ether	10	ND		ND		ND	
p/m-Xylene	5	ND		ND		ND	
o-Xylene	5	ND		ND		ND	
cis-1,2-Dichloroethene	5	ND		ND		ND	
Styrene	5	ND		ND		ND	
Dichlorodifluoromethane	5	ND		ND		ND	
Acetone	50	3.7	J	9.8		10	
Carbon disulfide	60	ND		ND		1.2	J
2-Butanone	50	ND		ND		ND	
4-Methyl-2-pentanone		ND		ND		ND	
2-Hexanone	50	ND		ND		ND	
1,2-Dibromoethane	0.0006	ND		ND		ND	
n-Butylbenzene	5	ND		ND		1	J
sec-Butylbenzene	5	ND		ND		1.3	J
tert-Butylbenzene	5	ND		ND		ND	
1,2-Dibromo-3-chloropropane	0.04	ND		ND		ND	
Isopropylbenzene	5	ND		ND		ND	
p-Isopropyltoluene	5	ND		ND		ND	
Naphthalene	10	ND		ND		ND	
n-Propylbenzene	5	ND		ND		ND	
1,2,4-Trichlorobenzene	5	ND		ND		ND	
1,3,5-Trimethylbenzene	5	ND		ND		ND	
1,2,4-Trimethylbenzene	5	ND		ND		ND	
Methyl Acetate		ND		ND		ND	
Cyclohexane		0.27	J	0.55	J	0.33	J
Freon-113	5	ND		ND		ND	
Methyl cyclohexane		ND		0.87	J	ND	

COVENTRY COMMONS
2022 PHASE II
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

* Comparison is not performed on parameters with non-numeric criteria.

Notes:
- Highlighted cell indicates the respective groundwater limitation exceeded.
- Blank space indicates that a threshold does not exist.
- "-" indicates analysis not performed.
- All units in micrograms per liter (ug/L) or parts per billion (ppb).

NY-AWQS: New York TOGS 111 Ambient Water Quality Standards criteria reflects all addendum to criteria through June 2004.
ND - Not detected at the reported detection limit for the sample.
J - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

Table 3B

COVENTRY COMMONS
2024 PFAS PHASE II
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-201		MW-202		MW-203	
SAMPLING DATE		9/19/2024		9/19/2024		9/19/2024	
SAMPLE TYPE		GROUNDWATER		GROUNDWATER		GROUNDWATER	
	TOGS 1.1.1 GA AWQS	Results	Qual	Results	Qual	Results	Qual
PFAS							
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)		0.012	U	0.106	U	0.0133	U
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)		0.012	U	0.106	U	0.0133	U
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)		0.012	U	0.106	U	0.0133	U
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)		0.012	U	0.106	U	0.0133	U
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)		0.0747	U	0.66	U	0.0833	U
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)		0.0747	U	0.66	U	0.0833	U
3-Perfluoropropyl Propanoic Acid (3:3FTCA)		0.0149	U	0.132	U	0.0167	U
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)		0.012	U	0.106	U	0.0133	U
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)		0.012	U	0.106	U	0.0133	U
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)		0.012	U	0.106	U	0.0133	U
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)		0.00299	U	0.0264	U	0.00333	U
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)		0.0299	U	0.264	U	0.0333	U
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)		0.00299	U	0.0264	U	0.00333	U
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)		0.00299	U	0.0264	U	0.00333	U
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)		0.0299	U	0.264	U	0.0333	U
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)		0.00299	U	0.0264	U	0.00333	U
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)		0.00598	U	0.0528	U	0.00667	U
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)		0.00598	U	0.0528	U	0.00667	U
Perfluoro-3-Methoxypropanoic Acid (PFMPA)		0.00598	U	0.0528	U	0.00667	U
Perfluoro-4-Methoxybutanoic Acid (PFMBA)		0.00598	U	0.0528	U	0.00667	U
Perfluorobutanesulfonic Acid (PFBS)		0.00232	J	0.0109	J	0.00343	
Perfluorobutanoic Acid (PFBA)		0.00834	J	0.0447	J	0.00635	J
Perfluorodecanesulfonic Acid (PFDS)		0.00299	U	0.0264	U	0.00333	U
Perfluorodecanoic Acid (PFDA)		0.000717	JF	0.0377		0.00183	J
Perfluorododecanesulfonic Acid (PFDoS)		0.00299	U	0.0264	U	0.00333	U
Perfluorododecanoic Acid (PFDoA)		0.00299	U	0.0264	U	0.00333	U
Perfluoroheptanesulfonic Acid (PFHpS)		0.00299	U	0.0264	U	0.00333	U
Perfluoroheptanoic Acid (PFHpA)		0.00528		0.0509		0.00572	
Perfluorohexanesulfonic Acid (PFHxS)		0.000672	J	0.0264	U	0.00338	
Perfluorohexanoic Acid (PFHxA)		0.0124		0.057		0.0122	
Perfluorononanesulfonic Acid (PFNS)		0.00299	U	0.0264	U	0.00333	U
Perfluorononanoic Acid (PFNA)		0.00299	U	0.0332		0.0044	
Perfluorooctanesulfonamide (PFOSA)		0.00299	U	0.0264	U	0.00333	U
Perfluorooctanesulfonic Acid (PFOS)	0.0027	0.00257	J	0.0356		0.0275	
Perfluorooctanoic Acid (PFOA)	0.0067	0.00563		0.0448		0.0239	
Perfluoropentanesulfonic Acid (PFPeS)		0.00299	U	0.0264	U	0.000433	J
Perfluoropentanoic Acid (PFPeA)		0.0149		0.101		0.0122	
Perfluorotetradecanoic Acid (PFTeDA)		0.00299	U	0.0264	U	0.00333	U
Perfluorotridecanoic Acid (PFTrDA)		0.00299	U	0.0264	U	0.00333	U
Perfluoroundecanoic Acid (PFUnA)		0.000912	J	0.0264	U	0.00333	U

* Comparison is not performed on parameters with non-numeric criteria.

Notes:

PFAS compounds compared to thresholds provided in Sampling, Analysis, and Assessment of Per- and Polyfluoroalkyl Substances (PFAS) Under NYSDEC's Part 375 Remedial Programs, April 2023.

Highlighted cell indicates the respective groundwater limitation exceeded.

Blank space indicates that a threshold does not exist.

- "-" indicates analysis not performed.

- All units in micrograms per liter (ug/L) or parts per billion (ppb).

NY-AWQS: New York TOGS 111 Ambient Water Quality Standards criteria reflects all addendum to criteria through June 2004.

"J" indicates the analyte was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample.

"U" indicates analyte not detected at concentration greater than laboratory detection limit

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK		TRIP BLANK	
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025		6/6/2025	
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
VOCs																							
1,1,1-Trichloroethane	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,1,2,2-Tetrachloroethane	5	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
1,1,2-Trichloroethane	1	3.8	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	-	-	1.5	U	1.5	U
1,1-Dichloroethane	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,1-Dichloroethene	5	**0.9**	J	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
1,2,3-Trichlorobenzene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,2,4-Trichlorobenzene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,2-Dibromo-3-chloropropane	0.04	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,2-Dibromoethane	0.0006	5	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	2	U	2	U
1,2-Dichlorobenzene	3	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,2-Dichloroethane	0.6	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
1,2-Dichloropropane	1	2.5	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	-	-	1	U	1	U
1,3-Dichlorobenzene	3	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,4-Dichlorobenzene	3	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
1,4-Dioxane	0.35	620	U	250	U	250	U	250	U	250	U	250	U	250	U	250	U	-	-	250	U	250	U
2-Butanone	50	12	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	5	U	5	U
2-Hexanone	50	12	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	5	U	5	U
4-Methyl-2-pentanone		12	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	5	U	5	U
Acetone	50	12	U	**3.5**	J	5	U	**3**	J	**1.5**	J	**2.3**	J	5	U	**4.1**	J	-	-	5	U	5	U
Benzene	1	1.2	U	**0.21**	J	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	**0.21**	J	-	-	0.5	U	0.5	U
Bromochloromethane	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Bromodichloromethane	50	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
Bromoform	50	5	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	2	U	2	U
Bromomethane	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Carbon disulfide	60	12	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	5	U	5	U
Carbon tetrachloride	5	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
Chlorobenzene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Chloroethane	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Chloroform	7	6.2	U	**2.5**		**2.2**	J	2.5	U	**3.9**		**3.8**		**6.8**		**6.4**		-	-	2.5	U	2.5	U
Chloromethane		6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
cis-1,2-Dichloroethene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
cis-1,3-Dichloropropene	0.4	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
Cyclohexane		25	U	10	U	10	U	10	U	10	U	10	U	10	U	**0.31**	J	-	-	10	U	10	U
Dibromochloromethane	50	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
Dichlorodifluoromethane	5	12	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	5	U	5	U
Ethylbenzene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Freon-113	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Isopropylbenzene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK		TRIP BLANK	
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025		6/6/2025	
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Methyl Acetate		5	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	2	U	2	U
Methyl cyclohexane		25	U	**1.3**	J	10	U	10	U	10	U	10	U	10	U	**0.59**	J	-	-	10	U	10	U
Methyl tert butyl ether	10	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Methylene chloride	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
o-Xylene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
p/m-Xylene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Styrene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Tetrachloroethene	5	**210**		**8.2**		**3.3**		0.5	U	0.5	U	0.5	U	0.31	J	0.5	U	-	-	0.5	U	0.5	U
Toluene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
trans-1,2-Dichloroethene	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
trans-1,3-Dichloropropene	0.4	1.2	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	0.5	U	0.5	U
Trichloroethene	5	**24**		**2.1**		**1.5**		0.5	U	**0.23**	J	**0.22**	J	**0.19**	J	0.5	U	-	-	0.5	U	0.5	U
Trichlorofluoromethane	5	6.2	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	-	-	2.5	U	2.5	U
Vinyl chloride	2	**0.34**	J	1	U	1	U	1	U	1	U	1	U	1	U	1	U	-	-	1	U	1	U
SVOCs																							
1,2,4,5-Tetrachlorobenzene	5	10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-
2,3,4,6-Tetrachlorophenol		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2,4,5-Trichlorophenol		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2,4,6-Trichlorophenol		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2,4-Dichlorophenol	1	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2,4-Dimethylphenol	50	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2,4-Dinitrophenol	10	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	-	-	-	-	-	-
2,4-Dinitrotoluene	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2,6-Dinitrotoluene	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2-Chlorophenol		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
2-Methylphenol		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2-Nitroaniline	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
2-Nitrophenol		10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-
3,3'-Dichlorobenzidine	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
3-Methylphenol/4-Methylphenol		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
3-Nitroaniline	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
4,6-Dinitro-o-cresol		10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-
4-Bromophenyl phenyl ether		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
4-Chloroaniline	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
4-Chlorophenyl phenyl ether		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
4-Nitroaniline	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
4-Nitrophenol		10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-
Acetophenone		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Atrazine	7.5	10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK		TRIP BLANK	
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025		6/6/2025	
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Benzaldehyde		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Biphenyl		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Bis(2-chloroethoxy)methane	5	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Bis(2-chloroethyl)ether	1	2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Bis(2-chloroisopropyl)ether	5	2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Bis(2-ethylhexyl)phthalate	5	**2**	J	3	U	3	U	3	U	**2**	J	3	U	3	U	3	U	-	-	-	-	-	-
Butyl benzyl phthalate	50	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Caprolactam		10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-
Carbazole		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Di-n-butylphthalate	50	5	U	5	U	**1.3**	J	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Di-n-octylphthalate	50	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Dibenzofuran		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Diethyl phthalate	50	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Dimethyl phthalate	50	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Hexachlorocyclopentadiene	5	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	-	-	-	-	-	-
Isophorone	50	5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
n-Nitrosodi-n-propylamine		5	U	5	U	5	U	5	U	5	U	5	U	5	U	5	U	-	-	-	-	-	-
NDPA/DPA	50	2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Nitrobenzene	0.4	2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
p-Chloro-m-cresol		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
Phenol	1	5	U	5	U	5	U	**0.48**	J	**0.55**	J	5	U	**0.74**	J	5	U	-	-	-	-	-	-
2-Chloronaphthalene	10	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	-	-	-	-	-	-
2-Methylnaphthalene		**0.03**	J	0.1	U	0.1	U	0.1	U	**0.04**	J	0.1	U	0.1	U	**0.03**	J	-	-	-	-	-	-
Acenaphthene	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Acenaphthylene		**0.06**	J	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Anthracene	50	**0.05**	J	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Benzo(a)anthracene	0.002	**0.22**		0.1	U	0.1	U	0.1	U	**0.04**	J	0.1	U	**0.03**	J	0.1	U	-	-	-	-	-	-
Benzo(a)pyrene	0	**0.21**		0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Benzo(b)fluoranthene	0.002	**0.29**		0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Benzo(ghi)perylene		**0.19**		0.1	U	0.1	U	0.1	U	**0.03**	J	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Benzo(k)fluoranthene	0.002	**0.11**		0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Chrysene	0.002	**0.16**		0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Dibenzo(a,h)anthracene		**0.05**	J	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Fluoranthene	50	**0.37**		0.1	U	0.1	U	0.1	U	**0.03**	J	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Fluorene	50	**0.06**	J	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Hexachlorobenzene	0.04	0.8	U	0.8	U	0.8	U	0.8	U	**0.02**	J	0.8	U	0.8	U	0.8	U	-	-	-	-	-	-
Hexachlorobutadiene	0.5	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	-	-	-	-	-	-
Hexachloroethane	5	0.8	U	0.8	U	0.8	U	0.8	U	0.8	U	0.8	U	0.8	U	0.8	U	-	-	-	-	-	-
Indeno(1,2,3-cd)pyrene	0.002	**0.2**		0.1	U	0.1	U	0.1	U	**0.03**	J	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK		TRIP BLANK	
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025		6/6/2025	
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Naphthalene	10	**0.12**		0.1	U	**0.03**	J	0.1	U	**0.12**		0.1	U	0.1	U	**0.08**	J	-	-	-	-	-	-
Pentachlorophenol	1	0.8	U	0.8	U	0.8	U	0.8	U	**0.15**	J	0.8	U	0.8	U	0.8	U	-	-	-	-	-	-
Phenanthrene	50	**0.24**		0.1	U	0.1	U	0.1	U	**0.05**	J	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
Pyrene	50	**0.3**		0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	-	-	-	-	-	-
1,4-Dioxane	0.35	**0.195**		**0.0535**	J	**0.0441**	J	**0.258**		0.139	U	0.139	U	0.139	U	0.142	U	-	-	-	-	-	-
PCBs																							
Aroclor 1016	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1221	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1232	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1242	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1248	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1254	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1260	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1262	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Aroclor 1268	0.09	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
PCBs, Total		0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	0.071	U	-	-	-	-	-	-
Herbicides																							
2,4,5-T	35	2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
2,4,5-TP (Silvex)		2	U	2	U	2	U	2	U	2	U	2	U	2	U	2	U	-	-	-	-	-	-
2,4-D	50	10	U	10	U	10	U	10	U	10	U	10	U	10	U	10	U	-	-	-	-	-	-
Pesticides																							
4,4'-DDD	0.3	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
4,4'-DDE	0.2	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
4,4'-DDT	0.2	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
Aldrin	0	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-
Alpha-BHC	0.01	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-
Beta-BHC	0.04	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	-	-	-	-	-	-
Chlordane	0.05	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	-	-	-	-	-	-
cis-Chlordane		0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	-	-	-	-	-	-
Delta-BHC	0.04	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-
Dieldrin	0.004	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
Endosulfan I		0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-
Endosulfan II		0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
Endosulfan sulfate		0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
Endrin	0	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
Endrin aldehyde	5	0.03	U	0.03	U	0.03	U	0.03	U	0.03	U	0.03	U	0.03	U	0.03	U	-	-	-	-	-	-
Endrin ketone	5	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	0.029	U	-	-	-	-	-	-
Heptachlor	0.04	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-
Heptachlor epoxide	0.03	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK		TRIP BLANK	
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025		6/6/2025	
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Lindane	0.05	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	0.014	U	-	-	-	-	-	-
Methoxychlor	35	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	0.143	U	-	-	-	-	-	-
Toxaphene	0.06	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	-	-	-	-	-	-
trans-Chlordane		0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	0.02	U	-	-	-	-	-	-
Metals																							
Aluminum, Total		**25100**		-	-	**834**		-	-	**334**		**356**		**373**		**174**		-	-	-	-	-	-
Antimony, Total	3	**0.5**	J	-	-	4	U	-	-	4	U	4	U	4	U	4	U	-	-	-	-	-	-
Arsenic, Total	25	**30.79**		-	-	**4.22**		-	-	**0.78**		**0.69**		**0.41**	J	**0.46**	J	-	-	-	-	-	-
Barium, Total	1000	**486.7**		-	-	**84.71**		-	-	**92.77**		**82.89**		**97.18**		**116.3**		-	-	-	-	-	-
Beryllium, Total	3	**1.47**		-	-	0.5	U	-	-	0.5	U	0.5	U	0.5	U	0.5	U	-	-	-	-	-	-
Cadmium, Total	5	**1.02**		-	-	**0.06**	J	-	-	0.2	U	0.2	U	0.2	U	0.2	U	-	-	-	-	-	-
Calcium, Total		**946000**		-	-	**435000**		-	-	**136000**		**130000**		**207000**		**139000**		-	-	-	-	-	-
Chromium, Total	50	**67.1**		-	-	**2.72**		-	-	**0.93**	J	**0.94**	J	**1.1**		**0.47**	J	-	-	-	-	-	-
Cobalt, Total		**38.21**		-	-	**3.14**		-	-	**2.43**		**2.36**		**1.3**		**1.78**		-	-	-	-	-	-
Copper, Total	200	**187.7**		-	-	**6.68**		-	-	**1.87**		**1.81**		**4.85**		**3.58**		-	-	-	-	-	-
Cyanide, Total	200	5	U	**5**		**3**	J	5	U	**6**		**5**		**16**		**8**		-	-	-	-	-	-
Iron, Total	300	**75500**		-	-	**3870**		-	-	**841**		**799**		**783**		**572**		-	-	-	-	-	-
Lead, Total	25	**132.2**		-	-	**4.68**		-	-	**0.69**	J	**0.73**	J	**0.7**	J	**0.45**	J	-	-	-	-	-	-
Magnesium, Total	35000	**279000**		-	-	**50200**		-	-	**36300**		**36600**		**36000**		**41100**		-	-	-	-	-	-
Manganese, Total	300	**3923**		-	-	**930.7**		-	-	**449.5**		**444.8**		**268.8**		**590.4**		-	-	-	-	-	-
Mercury, Total	0.7	**0.18**	J	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	0.2	U	-	-	-	-	-	-
Nickel, Total	100	**81.44**		-	-	**5.19**		-	-	**2.21**		**2.35**		**3.57**		**4.52**		-	-	-	-	-	-
Potassium, Total		**18600**		-	-	**8970**		-	-	**11300**		**10300**		**8400**		**9970**		-	-	-	-	-	-
Selenium, Total	10	**26.5**		-	-	**1.97**	J	-	-	**3.07**	J	**3.02**	J	**3.54**	J	**2.97**	J	-	-	-	-	-	-
Silver, Total	50	**0.35**	J	-	-	0.4	U	-	-	0.4	U	0.4	U	0.4	U	0.4	U	-	-	-	-	-	-
Sodium, Total	20000	**617000**		-	-	**372000**		-	-	**193000**		**170000**		**282000**		**278000**		-	-	-	-	-	-
Thallium, Total	0.5	**0.62**	J	-	-	2	U	-	-	**0.18**	J	2	U	2	U	**0.18**	J	-	-	-	-	-	-
Vanadium, Total		**52.28**		-	-	**2.3**	J	-	-	5	U	5	U	5	U	5	U	-	-	-	-	-	-
Zinc, Total	2000	**437.1**		-	-	**20.4**		-	-	**3.68**	J	**5.27**	J	**5.73**	J	10	U	-	-	-	-	-	-
PFAS																							
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Acid (11Cl-PF3OUdS)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-
1H,1H,2H,2H-Perfluorodecanesulfonic Acid (8:2FTS)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-
1H,1H,2H,2H-Perfluorohexanesulfonic Acid (4:2FTS)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-
1H,1H,2H,2H-Perfluorooctanesulfonic Acid (6:2FTS)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-
2H,2H,3H,3H-Perfluorooctanoic Acid (5:3FTCA)		-	-	0.0361	U	0.0364	U	0.0358	U	0.0349	U	0.0342	U	0.0355	U	0.0351	U	0.036	U	-	-	-	-
3-Perfluoroheptyl Propanoic Acid (7:3FTCA)		-	-	0.0361	U	0.0364	U	0.0358	U	0.0349	U	0.0342	U	0.0355	U	0.0351	U	0.036	U	-	-	-	-
3-Perfluoropropyl Propanoic Acid (3:3FTCA)		-	-	0.0072	U	0.0073	U	0.0072	U	0.007	U	0.0068	U	0.0071	U	0.007	U	0.00721	U	-	-	-	-
4,8-Dioxa-3h-Perfluorononanoic Acid (ADONA)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-
9-Chlorohexadecafluoro-3-Oxanone-1-Sulfonic Acid (9Cl-PF3ONS)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK		TRIP BLANK	
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025		6/6/2025	
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)		-	-	0.0058	U	0.0058	U	0.0057	U	0.0056	U	0.0055	U	0.0057	U	0.0056	U	0.00577	U	-	-	-	-
N-Ethyl Perfluorooctane Sulfonamide (NEtFOSA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
N-Ethyl Perfluorooctanesulfonamido Ethanol (NEtFOSE)		-	-	0.0144	U	0.0146	U	0.0143	U	0.014	U	0.0137	U	0.0142	U	0.014	U	0.0144	U	-	-	-	-
N-Ethyl Perfluorooctanesulfonamidoacetic Acid (NEtFOSAA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
N-Methyl Perfluorooctane Sulfonamide (NMeFOSA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
N-Methyl Perfluorooctanesulfonamido Ethanol (NMeFOSE)		-	-	0.0144	U	0.0146	U	0.0143	U	0.014	U	0.0137	U	0.0142	U	0.014	U	0.0144	U	-	-	-	-
N-Methyl Perfluorooctanesulfonamidoacetic Acid (NMeFOSAA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Nonafluoro-3,6-Dioxaheptanoic Acid (NFDHA)		-	-	0.0029	U	0.0029	U	0.0029	U	0.0028	U	0.0027	U	0.0028	U	0.0028	U	0.00288	U	-	-	-	-
Perfluoro(2-Ethoxyethane)Sulfonic Acid (PFEESA)		-	-	0.0029	U	0.0029	U	0.0029	U	0.0028	U	0.0027	U	0.0028	U	0.0028	U	0.00288	U	-	-	-	-
Perfluoro-3-Methoxypropanoic Acid (PFMPA)		-	-	0.0029	U	0.0029	U	0.0029	U	0.0028	U	0.0027	U	0.0028	U	0.0028	U	0.00288	U	-	-	-	-
Perfluoro-4-Methoxybutanoic Acid (PFMBA)		-	-	0.0029	U	0.0029	U	0.0029	U	0.0028	U	0.0027	U	0.0028	U	0.0028	U	0.00288	U	-	-	-	-
Perfluorobutanesulfonic Acid (PFBS)		-	-	**0.0019**		**0.0014**	J	0.0014	U	**0.0028**		**0.0032**		**0.0033**		**0.0037**		0.00144	U	-	-	-	-
Perfluorobutanoic Acid (PFBA)		-	-	**0.0036**	J	**0.0033**	J	0.0057	U	**0.0061**		**0.0069**		**0.0055**	J	**0.0072**		0.00577	U	-	-	-	-
Perfluorodecanesulfonic Acid (PFDS)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluorodecanoic Acid (PFDA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluorododecanesulfonic Acid (PFDoS)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluorododecanoic Acid (PFDoA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluoroheptanesulfonic Acid (PFHpS)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluoroheptanoic Acid (PFHpA)		-	-	**0.0011**	J	**0.0007**	J	0.0014	U	**0.0021**		**0.0015**	F	**0.0015**		**0.0015**		0.00144	U	-	-	-	-
Perfluorohexanesulfonic Acid (PFHxS)		-	-	**0.0008**	J	**0.0006**	J	0.0014	U	**0.0008**	J	**0.001**	J	**0.0018**		**0.0016**		0.00144	U	-	-	-	-
Perfluorohexanoic Acid (PFHxA)		-	-	**0.0032**		**0.003**		0.0014	U	**0.0063**		**0.0067**		**0.0049**		**0.0062**		0.00144	U	-	-	-	-
Perfluorononanesulfonic Acid (PFNS)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluorononanoic Acid (PFNA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	**0.0004**	J	0.00144	U	-	-	-	-
Perfluorooctanesulfonamide (PFOSA)		-	-	**0.0003**	JF	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluorooctanesulfonic Acid (PFOS)	0.0027	-	-	**0.0006**	J	**0.0007**	J	0.0014	U	**0.0007**	J	**0.0009**	J	**0.0018**		**0.0018**		0.00144	U	-	-	-	-
Perfluorooctanoic Acid (PFOA)	0.0067	-	-	**0.0037**		**0.0021**		0.0014	U	**0.0055**		**0.0057**		**0.004**		**0.0039**		0.00144	U	-	-	-	-
Perfluoropentanesulfonic Acid (PFPeS)		-	-	0.0014	U	0.0015	U	0.0014	U	**0.0003**	J	**0.0003**	J	**0.0004**	J	**0.0008**	J	0.00144	U	-	-	-	-
Perfluoropentanoic Acid (PFPeA)		-	-	**0.0038**		**0.0036**		0.0029	U	**0.0094**		**0.0092**		**0.006**		**0.0089**		0.00288	U	-	-	-	-
Perfluorotetradecanoic Acid (PFTeDA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluorotridecanoic Acid (PFTrDA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-
Perfluoroundecanoic Acid (PFUnA)		-	-	0.0014	U	0.0015	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.0014	U	0.00144	U	-	-	-	-

Table 3C

COVENTRY COMMONS
SITE CHARACTERIZATION
GROUNDWATER DATA SUMMARY
130-132 HARRISON STREET
NEWARK, NEW YORK

LOCATION		MW-301		MW-302		MW-303		MW-304		MW-305		DUP		MW-306		MW-307		EQUIPMENT BLANK		TRIP BLANK	TRIP BLANK
SAMPLING DATE		6/5/2025		6/6/2025		6/5/2025		6/6/2025		6/4/2025		6/4/2025		6/5/2025		6/4/2025		6/5/2025		6/4/2025	6/6/2025
SAMPLE TYPE		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER		WATER	WATER
	TOGS 1.1.1 Class GA AWQS	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results Qual	Results Qual

Notes:

- Except for PFAS, analytical results compared to NYSDEC Division of Water Technical and Operational Guidance Series (1.1.1) Ambient Water Quality Standards and Guidance Values.
- PFAS compounds compared to thresholds provided in Sampling, Analysis, and Assessment of Per- and Polyfluoroalkyl Substances (PFAS) Under NYSDEC's Part 375 Remedial Programs, April 2023.
- Highlighted cell indicates the respective groundwater limitation exceeded.
- Blank space indicates that a threshold does not exist.
- "-" indicates analysis not performed.
- DUP (duplicate) collected from MW-305.
- Equipment Blank was collected by running PFAS free water through unused sampling tubing.
- All units in micrograms per liter (ug/L) or parts per billion (ppb).
- "J" indicates the analyte was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample.
- "F" indicates the ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.
- "U" indicates not detected at the reported detection limit for the sample.

TABLE 4A1

COVENTRY COMMONS
RAVI ENGINEERING + LAND SURVEYING VAPOR INTRUSION ASSESSMENT
INDOOR AIR RESULTS
130-132 HARRISON STREET
NEWARK, NEW YORK

	SAMPLE ID:	AI-01		
	COLLECTION DATE:	8/11/2022		
	SAMPLE MATRIX:	AIR		
	NY-IAC-A			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
1,1-Dichloroethene	0.2	< 0.16		0.16
cis-1,2-Dichloroethene	0.2	< 0.16		0.16
Carbon tetrachloride	0.2	< 0.19		0.19
Trichloroethene	0.2	**3.5**		0.16

* Comparison is not performed on parameters with non-numeric criteria.
NY-IAC-A: New York DOH Matrix A Indoor Air Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

	NY-IAC-B			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
Methylene chloride	3	3.3		0.52
1,1,1-Trichloroethane	3	< 0.82		0.82
Tetrachloroethene	3	1.6		1.0

* Comparison is not performed on parameters with non-numeric criteria.
NY-IAC-B: New York DOH Matrix B Indoor Air Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

	NY-IAC-C			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
Vinyl chloride	0.2	< 0.10		0.10

* Comparison is not performed on parameters with non-numeric criteria.
NY-IAC-C: New York DOH Matrix C Indoor Air Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

Qualifier Key
NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.
F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.
C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.
Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.) I - The lower value for the two columns has been reported due to obvious interference.
G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.
A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.
E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.
H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.
RE - Analytical results are from sample re-extraction.
R - Analytical results are from sample re-analysis.
D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.
P - The RPD between the results for the two columns exceeds the method-specified criteria. U - Not detected at the reported detection limit for the sample.
M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.
S - Analytical results are from modified screening analysis.
B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

TABLE 4A2

COVENTRY COMMONS
RAVI ENGINEERING + LAND SURVEYING VAPOR INTRUSION ASSESSMENT
SUB-SLAB AIR RESULTS
130-132 HARRISON STREET
NEWARK, NEW YORK

	SAMPLE ID:	AS-01		
	COLLECTION DATE:	8/11/2022		
	SAMPLE MATRIX:	AIR		
	NY-SSC-A			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
1,1-Dichloroethene	6	< 0.16		0.16
cis-1,2-Dichloroethene	6	< 0.16		0.16
Carbon tetrachloride	6	< 0.19		0.19
Trichloroethene	6	**47**		1.5

* Comparison is not performed on parameters with non-numeric criteria.

NY-SSC-A: New York DOH Matrix A Sub-Slab Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

	NY-SSC-B			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
Methylene chloride	100	2.0		5.2
1,1,1-Trichloroethane	100	1.5		0.82
Tetrachloroethene	100	36		9.5

* Comparison is not performed on parameters with non-numeric criteria.

NY-SSC-B: New York DOH Matrix B Sub-Slab Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

	NY-SSC-C			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
Vinyl chloride	6	< 0.10		0.38

* Comparison is not performed on parameters with non-numeric criteria.

NY-SSC-C: New York DOH Matrix C Sub-Slab Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

Qualifier Key
NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.
F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.
C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.
Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.) I - The lower value for the two columns has been reported due to obvious interference.
G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.
A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.
E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.
H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.
RE - Analytical results are from sample re-extraction.
R - Analytical results are from sample re-analysis.
D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.
P - The RPD between the results for the two columns exceeds the method-specified criteria. U - Not detected at the reported detection limit for the sample.
M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.
S - Analytical results are from modified screening analysis.
B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

TABLE 4A3

COVENTRY COMMONS
RAVI ENGINEERING + LAND SURVEYING VAPOR INTRUSION ASSESSMENT
AMBIENT AIR RESULTS
130-132 HARRISON STREET
NEWARK, NEW YORK

	SAMPLE ID:	AO-1		
	COLLECTION DATE:	8/11/2022		
	SAMPLE MATRIX:	AIR		
	NY-OA-2003			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
Tetrachloroethene	30	< 1.0		1.0
Trichloroethene	2	< 0.16		0.16

NY-OA-2003: Fact Sheet, Tetrachloroethene (PERC) in Indoor and Outdoor Air, May 2003 & Trichloroethene (TCE) in Indoor and Outdoor Air, February 2005

Qualifier Key

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL.

(Metals only.) I - The lower value for the two columns has been reported due to obvious interference.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

RE - Analytical results are from sample re-extraction.

R - Analytical results are from sample re-analysis.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

P - The RPD between the results for the two columns exceeds the method-specified criteria. U - Not detected at the reported detection limit for the sample.

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

S - Analytical results are from modified screening analysis.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

TABLE 4B1

COVENTRY COMMONS
C+S ENGINEERS PHASE II
INDOOR AIR RESULTS
130-132 HARRISON STREET
NEWARK, NEW YORK

SAMPLE ID:		IA-1			IA-2			IA-3		
COLLECTION DATE:		11/2/2022			11/2/2022			11/2/2022		
SAMPLE MATRIX:		AIR			AIR			AIR		
NY-IAC-A										
(ug/m3)		Result	Flg	RL	Result	Flg	RL	Result	Flg	RL
VOLATILE ORGANICS										
1,1-Dichloroethene	0.2	ND		0.16	ND		0.16	ND		0.16
cis-1,2-Dichloroethene	0.2	ND		0.16	ND		0.16	ND		0.16
Carbon tetrachloride	0.2	ND		0.19	ND		0.19	ND		0.19
Trichloroethene	0.2	ND		0.16	**2.5**		0.16	**1.6**		0.16

* Comparison is not performed on parameters with non-numeric criteria.

NY-IAC-A: New York DOH Matrix A Indoor Air Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

NY-IAC-B										
(ug/m3)		Result	Flg	RL	Result	Flg	RL	Result	Flg	RL
VOLATILE ORGANICS										
Methylene chloride	3	0.8		0.52	0.69		0.52	0.87		0.52
1,1,1-Trichloroethane	3	ND		0.82	ND		0.82	ND		0.82
Tetrachloroethene	3	ND		1	1.6		1	0.75	J	1

* Comparison is not performed on parameters with non-numeric criteria.

NY-IAC-B: New York DOH Matrix B Indoor Air Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

NY-IAC-C										
(ug/m3)		Result	Flg	RL	Result	Flg	RL	Result	Flg	RL
VOLATILE ORGANICS										
Vinyl chloride	0.2	ND		0.1	ND		0.1	ND		0.1

* Comparison is not performed on parameters with non-numeric criteria.

NY-IAC-C: New York DOH Matrix C Indoor Air Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

Qualifier Key

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co - extracted analyses.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.) I - The lower value for the two columns has been reported due to obvious interference.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

RE - Analytical results are from sample re-extraction.

R - Analytical results are from sample re-analysis.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

P - The RPD between the results for the two columns exceeds the method -specified criteria. U - Not detected at the reported detection limit for the sample.

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

S - Analytical results are from modified screening analysis.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

TABLE 4B2

COVENTRY COMMONS
C+S ENGINEERS PHASE II
SUB-SLAB AIR RESULTS
130-132 HARRISON STREET
NEWARK, NEW YORK

SAMPLE ID:		SS-1			SS-2			SS-3		
COLLECTION DATE:		11/2/2022			11/2/2022			11/2/2022		
SAMPLE MATRIX:		AIR			AIR			AIR		
NY-SSC-A										
(ug/m3)		Result	Flg	RL	Result	Flg	RL	Result	Flg	RL
VOLATILE ORGANICS										
1,1-Dichloroethene	6	ND		0.59	ND		0.59	ND		0.59
cis-1,2-Dichloroethene	6	0.87		0.59	1		0.59	1.3		0.59
Carbon tetrachloride	6	ND		0.94	ND		0.94	ND		0.94
Trichloroethene	6	3.9		0.81	**600**		75	**28**		8.1

* Comparison is not performed on parameters with non-numeric criteria.

NY-SSC-A: New York DOH Matrix A Sub-Slab Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

	NY-SSC-B									
	(ug/m3)	Result	Flg	RL	Result	Flg	RL	Result	Flg	RL
VOLATILE ORGANICS										
Methylene chloride	100	10		5.2	9.7		4.9	16		5.2
1,1,1-Trichloroethane	100	ND		0.82	ND		0.82	ND		0.82
Tetrachloroethene	100	0.95	J	1	32		9.5	1.4		1

* Comparison is not performed on parameters with non-numeric criteria.

NY-SSC-B: New York DOH Matrix B Sub-Slab Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

	NY-SSC-C									
	(ug/m3)	Result	Flg	RL	Result	Flg	RL	Result	Flg	RL
VOLATILE ORGANICS										
Vinyl chloride	6	ND		0.38	ND		0.38	ND		0.38

* Comparison is not performed on parameters with non-numeric criteria.

NY-SSC-C: New York DOH Matrix C Sub-Slab Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated May 2017.

Qualifier Key

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co - extracted analyses.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.) I - The lower value for the two columns has been reported due to obvious interference.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

RE - Analytical results are from sample re-extraction.

R - Analytical results are from sample re-analysis.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

P - The RPD between the results for the two columns exceeds the method -specified criteria. U - Not detected at the reported detection limit for the sample.

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

S - Analytical results are from modified screening analysis.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

TABLE 4B3

COVENTRY COMMONS
C+S ENGINEERS PHASE II
AMBIENT AIR RESULTS
130-132 HARRISON STREET
NEWARK, NEW YORK

	SAMPLE ID:	OA-1		
	COLLECTION DATE:	11/2/2022		
	SAMPLE MATRIX:	AIR		
	NY-OA-2003			
	(ug/m3)	Result	Flg	RL
VOLATILE ORGANICS				
Tetrachloroethene	30	ND		1
Trichloroethene	2	ND		0.16

NY-OA-2003: Fact Sheet, Tetrachloroethene (PERC) in Indoor and Outdoor Air, May 2003 & Trichloroethene (TCE) in Indoor and Outdoor Air, February 2005

Qualifier Key

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.) I - The lower value for the two columns has been reported due to obvious interference.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

RE - Analytical results are from sample re-extraction.

R - Analytical results are from sample re-analysis.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

P - The RPD between the results for the two columns exceeds the method-specified criteria. U - Not detected at the reported detection limit for the sample.

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

S - Analytical results are from modified screening analysis.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

Attachment A

Site Assessment / Investigation Documentation

Attachment B

NYSDOS Database of Entities Printout & Corporate Resolution

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: COVENTRY COMMONS, LLC
DOS ID: 7412955
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 09/06/2024
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 09/06/2024
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: ONONDAGA
NEXT STATEMENT DUE DATE: 09/30/2026
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: COVENTRY COMMONS, LLC

Address: 1201 E. FAYETTE ST. - STE 26, SYRACUSE, NY, UNITED STATES, 13210

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: NEW CDM, LLC
DOS ID: 6543832
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 07/25/2022
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 07/25/2022
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: ONONDAGA
NEXT STATEMENT DUE DATE: 07/31/2026
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: NEW CDM, LLC

Address: 9055 BREWERTON ROAD, BREWERTON, NY, UNITED STATES, 13029

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION

DOS ID: 7435987

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI) - 402 NOT-FOR-PROFIT CORPORATION LAW AND 573 PRIVATE HOUSING FINANCE LAW - PRIVATE HOUSING FINANCE LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 10/02/2024

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING:

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: NOT REQUIRED

COUNTY: ONONDAGA

NEXT STATEMENT DUE DATE:

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY: CHARITABLE

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O HOUSING VISIONS CONSULTANTS, INC.

Address: 1201 E. FAYETTE STREET, SUITE 26, SYRACUSE, NY, UNITED STATES, 13210

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: HOUSING VISIONS CONSULTANTS, INC.
DOS ID: 2592792
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 NCL - NOT-FOR-PROFIT CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 01/10/2001
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 01/10/2001
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: NOT REQUIRED
COUNTY: ONONDAGA
NEXT STATEMENT DUE DATE:
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY: CHARITABLE

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O BOUSQUET HOLSTEIN PLLC

Address: 110 W FAYETTE ST STE 1000, SYRACUSE, NY, UNITED STATES, 13202

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

CONSENT
TO THE ADOPTION OF RESOLUTIONS
BY
COVENTRY COMMONS, LLC

The undersigned, being the sole member of Coventry Commons, LLC, a New York limited liability company (the "Company"), authorized to do business in New York State, hereby consents to and approves the adoption of the following resolutions and the actions contemplated hereby, such resolutions to have the same force and effect as if duly adopted at a meeting of the Company duly called and held on the date hereof:

BE IT RESOLVED, that the Company be and hereby is authorized and empowered to apply for and enter into a Brownfield Site Cleanup Agreement (the "Agreement") with the New York State Department of Environmental Conservation ("NYSDEC") with respect to the property located at 132 Harrison Street, Newark, New York, bearing the Town of Newark Tax Map Designation Section 68111, Block 18, Lot 416166, comprising approximately 5.31 acres and more particularly described on Attachment "A" (the "Property"); and it is further

RESOLVED, that the individual specified on Schedule 1 attached hereto, is an "Authorized Person", is authorized to act alone, and is hereby authorized and empowered and directed to do all things that may be necessary and/or proper to enter into the Agreement, including executing the Agreement, and Environmental Easement and/or any other instrument, document and/or agreement as the NYSDEC and the Authorized Person shall determine to be necessary, useful and/or required in furtherance of or in order to give effect to the purpose and/or intent of the Agreement an resolutions set forth herein; and it is further

RESOLVED, that any act of the Authorized Person, acting alone, on behalf of the Company, and/or taken prior to the date hereof which would have been authorized by the foregoing resolutions, be and the same hereby are individually and/or collectively ratified, confirmed, adopted and approved.

IN WITNESS WHEREOF, the undersigned sole member has executed this Consent as of this 26 day of August, 2025.

Coventry Commons, LLC

By: _____
Name: Benjamin Lockwood
Title: Authorized Coventry

Schedule 1

Authorized Person

Benjamin Lockwood

Attachment A

132 Harrison Street, Section 68111, Block 18, Lot 416166; Title is vested in Coventry Commons Housing Development Fund Corporation, a NY Not-For-Profit Corporation:

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, SITUATE IN THE VILLAGE OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED 123.76 FEET NORTH OF THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

1. S 89°29' 45" W, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,
2. S 1°08' 15" E, A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SIEGRIST STREET; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF WAY OF SIEGRIST STREET,
3. N 83°51' 03" W, A DISTANCE OF 66.54 FEET TO A POINT; THENCE,
4. S 88°43' 27" W, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,
5. S 1°03' 15" E, A DISTANCE OF 90.23 FEET TO A POINT; THENCE,
6. S 88°56' 45" W, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,
7. SOUTHWESTERLY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A CHORD BEARING OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET; THENCE,
8. S 80°53'45" W ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 FEET TO A POINT; THENCE
9. N 4°36' 15" W, A DISTANCE OF 136.27 FEET TO A POINT; THENCE,
10. N 80°16' 45" E, A DISTANCE OF 32.50 FEET TO A POINT; THENCE,
11. N 1°16' 15" W, A DISTANCE OF 257.09 FEET TO A POINT; THENCE,
12. S 88°29' 45" W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,
13. N 1°10' 15" W, A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE; THENCE,
14. N 88°58' 45" E ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF 136.97 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT OF WAY AND THE EAST RIGHT OF WAY OF ORCHARD STREET; THENCE,
15. N 88°23' 45" E, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,
16. N 20°28' 15" E, A DISTANCE OF 182.72 FEET TO A POINT; THENCE,

17. N 1°12' 48" W, A DISTANCE OF 18.50 FEET TO A POINT; THENCE,
18. N 88°58' 12" E, A DISTANCE OF 20.02 FEET TO A POINT; THENCE,
19. S 1°08' 15" E, A DISTANCE OF 195.00 FEET TO A POINT; THENCE,
20. N 89°29' 45" E, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET; THENCE,
21. S 1°08' 15" E, A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING.

Attachment C

Access Authorization / Current Deed / Declaration of Interest and Nominee Agreement

September 26, 2025

Ms. Kelly Lewandowski
Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233-7020

RE: ACCESS AUTHORIZATION
132 HARRISON STREET, NEWARK, NY

Dear Ms. Lewandowski:

Coventry Commons Housing Development Fund Corporation is the owner of the above-referenced site (the "Site") and hereby acknowledges Coventry Commons, LLC has applied to the Brownfield Cleanup Program ("BCP") for the cleanup and redevelopment of the site. Coventry Commons Housing Development Fund Corporation is a duly formed New York Not-For-Profit Corporation.

Coventry Commons Housing Development Fund Corporation hereby authorizes Coventry Commons, LLC and its designated contractors and consultants unlimited access to the Site to perform the required work related to and necessary to implement the investigation and cleanup required by the New York State Department of Environmental Conservation to secure a Certificate of Completion under the BCP, including, without limitation, the filing of an environmental easement on the Site.

Coventry Commons Housing Development Fund Corporation
By: Benjamin Lockwood
Title: Authorized Signatory

Do Not Detach

DEC 3 0 2024

Wayne County Clerk's Office

Recording Page

Receipt Number: 24-15349

Deed

Instrument Number: R9339879

Date/Time: 12/26/2024 04:22 PM

First OR: GRAYBILL REAL ESTATE LLC

First EE: COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION

Town: ARCADIA TOWN OF
Town: NEWARK VILLAGE

Pages: 10
Employee Id: smb
Serial Number:

Transfer Tax Number: 1068

-FEES-	
Recording and Filing	$5,335.00
Transfer Tax	$5,000.00
Basic Tax	
Local Tax	
Additional Tax	
Special Tax	
Withheld	
Total	$5,335.00
-MORTGAGE TAX-	$0.00
Amount Taxed	
-TRANSFER TAX-	
Consideration Amount	$1,250,000.00

State of New York
County of Wayne

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

Michael Jankowski
Wayne County Clerk

*****DO NOT DETACH*****
*****THIS IS NOT A BILL*****

132 Harrison Street
36111-18-386169 (392,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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LIBER 959 PAGE 852

SCHEDULE "A"

of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1, 1903 and recorded in Wayne County Clerk's Office on April 2, 1903, in Liber 193 of Deeds at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the eastery part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E, his wife, to Reed Manufacturing Company by deed dated October 1, 1902 and recorded in Wayne County Clerk's Office October 3, 1902 in Book 191 of Deeds at page -----.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garretson; and on the east by lands of Charles Siegrist and Siegrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one

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959 PAGE 853

lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Sutart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

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792 PAGE 148

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

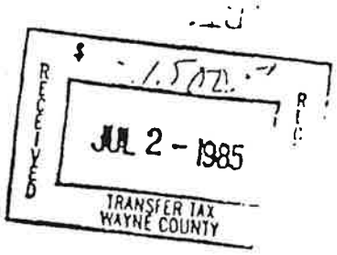
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant; a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

LIBER 959 PAGE 856 ... 792 PAGE 149

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



LIBER 792 PAGE 150

LIBER 959 PAGE 857

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This Indenture,

Made the 11 day of December, Two-Thousand and Twenty-Four,

BETWEEN **GRAYBILL REAL ESTATE, LLC.**, having a place of business located at 513 West Union Street, Newark, New York 14513

parties of the first part, and

COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION, A NY NOT-FOR-PROFIT CORPORATION, having a place of business located at 1201 E. Fayette Street, Suite 26, Syracuse, New York 13210

parties of the second part.

WITNESSETH, that the party(ies) of the first part, in consideration of One and no/100 ($1.00) Dollar, lawful money of the United States, and other good and valuable considerations, paid by the party(ies) of the second part, do hereby grant and release unto the party(ies) of the second part, his/her/their distributees and assigns forever,

SEE ATTACHED SCHEDULE A

BEING the same premises conveyed by Bargain and Sale Deed by Rodney J. Graybill to Graybill Real Estate LLC dated December 21, 19989, recorded December 21, 1998 in Liber 959 of Deeds at page 849

Tax Account No.: ***68111-18-416166***

Property Address: ***132 Harrison Street***
Newark, NY

Mailing Address: ***132 Harrison Street***
Newark, NY 14513

Stewart Title: ***81189369, 81189375, 81189364, 81189362, 81189356, 81189368 and 81189373***

SUBJECT TO all covenants, easements and restrictions of record, if any, affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party(ies) of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party(ies) of the second part, his/her/their distributees and assigns forever.

AND said party of the first part covenant(s) as follows:

FIRST: That the party of the second part shall quietly enjoy the said premises;

SECOND: That said party of the first part will forever WARRANT the title to said premises.

THIRD: That, in compliance with Section 13 of the Lien Law, the grantor(s) will

receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party(ies) of the first part has/have hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

Graybill Real Estate, LLC By: Rodney J. Graybill, Managing Member

STATE OF NEW YORK)
COUNTY OF WAYNE)

On this 11 day of **December**, in the year **2024**, before me, the undersigned, a notary public in and for said state, personally appeared **Rodney J. Graybill** personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

MATTHEW RAYMOND ST. MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02ST6337601
Qualified in Cayuga County
Commission Expires February 29, 2028

Notary Public

Record and Return:
Conventry Commons Housing Development Fund Corporation
1201 E. Fayette Street, Suite 26
Syracuse, NY 13210

BEING MORE MODERNLY DESCRIBED AS

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, SITUATE IN THE VILLAGE OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED 123.76 FEET NORTH OF THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

1. S 89°29' 45" W, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,
2. S 1°08' 15" E, A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SIEGRIST STREET; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF WAY OF SIEGRIST STREET,
3. N 83°51' 03" W, A DISTANCE OF 66.54 FEET TO A POINT; THENCE,
4. S 88°43' 27" W, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,
5. S 1°03' 15" E, A DISTANCE OF 90.23 FEET TO A POINT; THENCE,
6. S 88°56' 45" W, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,
7. SOUTHWESTERLY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A CHORD BEARING OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET; THENCE,
8. S 80°53'45" W ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 FEET TO A POINT; THENCE
9. N 4°36' 15" W, A DISTANCE OF 136.27 FEET TO A POINT; THENCE,
10. N 80°16' 45" E, A DISTANCE OF 32.50 FEET TO A POINT; THENCE,
11. N 1°16' 15" W, A DISTANCE OF 257.09 FEET TO A POINT; THENCE,
12. S 88°29' 45" W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,
13. N 1°10' 15" W, A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE; THENCE,
14. N 88°58' 45" E ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF 136.97 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT OF WAY AND THE EAST RIGHT OF WAY OF ORCHARD STREET; THENCE,
15. N 88°23' 45" E, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,

16. N 20°28' 15" E, A DISTANCE OF 182.76 FEET TO A POINT; THENCE,
17. N 1°12' 48" W, A DISTANCE OF 18.50 FEET TO A POINT; THENCE,
18. N 88°58' 12" E, A DISTANCE OF 20.02 FEET TO A POINT; THENCE,
19. S 1°08' 15" E, A DISTANCE OF 195.00 FEET TO A POINT; THENCE,
20. N 89°29' 45" E, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET; THENCE,
21. S 1°08' 15" E, A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING.

Do Not Detach

DEC 3 0 2024

Wayne County Clerk's Office

Recording Page

Receipt Number: 24-15349

Agreements

Instrument Number: R9339880

Date/Time: 12/26/2024 04:22 PM

First OR: COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION

First EE: COVENTRY COMMONS LLC

Town: ARCADIA TOWN OF
Town: NEWARK VILLAGE

Pages: 11
Employee Id: smb
Serial Number:

Transfer Tax Number: 1069

-FEES-	
Recording and Filing	$100.00
Transfer Tax	$0.00
Basic Tax	
Local Tax	
Additional Tax	
Special Tax	
Withheld	
Total	$100.00
-MORTGAGE TAX-	$0.00
Amount Taxed	
-TRANSFER TAX-	
Consideration Amount	$0.00

State of New York
County of Wayne

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

Michael Jankowski
Wayne County Clerk

*****DO NOT DETACH*****
*****THIS IS NOT A BILL*****

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DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT ("Agreement") is made as the 19th day of December, 2024, by and between COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 1201 East Fayette Street, Suite 26, Syracuse, New York 13210 (the "HDFC") and COVENTRY COMMONS, LLC, a New York limited liability company, having its office at 1201 East Fayette Street, Suite 26, Syracuse, New York 13210 (the "Beneficial Owner").

W I T N E S S E T H:

WHEREAS, on or about the date hereof, a fee interest in the premises located at 132 Harrison Street, Village of Newark in Wayne County, New York and further described in Schedule A annexed hereto and made a part hereof (the "Property") is to be acquired by the HDFC pursuant to a deed from Graybill Real Estate, LLC, dated December 11, 2024 to be recorded in the Wayne County Clerk's Office, in Liber _____ of Deeds at page _____ OR as Instrument No. L93398'78 solely as nominal legal or record title holder on behalf of the Beneficial Owner, for the development on the Property of a residential rental project for persons and families of low-income known or to be known as Coventry Commons (the "Project") in accordance with Article XI; and

WHEREAS, a portion of the development of the Project will be financed by certain other loans made or to be made by various lenders ("Lenders") to the Beneficial Owner (collectively, the "Loans"); and

WHEREAS, Citizens Bank, National Association ("Citizens Bank") will issue a standby letter of credit in connection with the Loans ("Letter of Credit"); and

WHEREAS, the Beneficial Owner and the HDFC desire that the HDFC hold legal or record title to the Property solely as nominee on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the fee interest in the Property and the Project; and

WHEREAS, the HDFC is authorized to hold legal or record title to the Property on behalf of and as nominee of the Beneficial Owner, and the Beneficial Owner shall possess the entire equitable and beneficial fee ownership of the Property and the Project; and

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

R+R: Carmon Heyman & Weiss LLP
726 Exchange St. Suite 500
Buffalo NY 14210

1. The HDFC's acceptance of the deed to the Property and its acquisition and holding of legal or record fee title to the Property and the Project were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Beneficial Owner. Although the HDFC will hold record fee title to the Property and the Project such title shall only be held as nominee legal or record titleholder on behalf of the Beneficial Owner. As a result, the parties hereby acknowledge and agree that the Beneficial Owner possesses all of the equitable and beneficial interest in the Property and will possess all the equitable and beneficial interest in the Project such that the Beneficial Owner, and not the HDFC, shall have an:

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

(b) unconditional and exclusive right to receive all economic benefits associated with the Property and the Project (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the Property and the Project;

(c) unconditional obligation to keep the Property and the Project in good condition and repair;

(d) unconditional and exclusive right to the possession of the Property and the Project;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the partners or members, as applicable, of the Beneficial Owner and/or any mortgage lenders or Lenders or Citizens with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

(h) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(i) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(j) unconditional obligation to pay for all maintenance and operating costs in connection with the Property and the Project;

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

(l) unconditional and exclusive right to enter into and to grant any and all easements in connection with the development and operation of the Property;

(m) unconditional and exclusive right to develop, lease, sell, operate and manage the Property and Project and the obligations to pay for all costs related thereto; and

(n) unconditional and exclusive right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents").

2. The HDFC hereby agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Beneficial Owner to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Beneficial Owner, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Beneficial Owner with respect to the Property and the Project. The HDFC shall provide the Beneficial Owner with evidence of such notification reasonably satisfactory to the Beneficial Owner. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the Property and the Project as nominee of the Beneficial Owner. In addition thereto, it shall be in the sole and absolute discretion of the Beneficial Owner to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments or information as shall be reasonably requested by the Beneficial Owner in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from (i) the ownership, management and operation of the Property, and (ii) the execution and delivery of any documents and agreements as may be required

by Lenders in connection with the Loans and (iii) the execution and delivery of any documents and agreements as may be required by Citizens Bank in connection with the Letter of Credit.

4. The Beneficial Owner shall fully protect, defend, indemnify, and hold the HDFC, its officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Beneficial Owner or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to the Beneficial Owner's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

5. The HDFC shall hold any policy of insurance with respect to the Property and the Project, including all proceeds thereof, as nominee for the benefit of the Beneficial Owner. Upon receipt, the HDFC shall cause such proceeds to be immediately transferred to the Beneficial Owner or deposited into the Beneficial Owner's account. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC, as nominee for the benefit of the Beneficial Owner. The HDFC will make all reasonable efforts to ensure that all proceeds awarded by the governmental authority are paid directly to the Beneficial Owner. The HDFC shall make no settlement in respect of casualty or eminent domain without the express written consent of the Beneficial Owner;

6.

(a) The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, in each instance, and at the Beneficial Owner's expense, (i) to execute and deliver to the Beneficial Owner a deed (the "Deed") in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Property, (ii) to execute and deliver all agreements, documents and instruments

necessary or advisable to effect any benefits arising in connection with and issued by the New York State Housing Trust Fund Corporation, New York Housing Finance Agency, Town of Arcadia, New York State Homes and Community Renewal, and Citizens pursuant to the applicable provisions of the New York Real Property Tax Law or other applicable law in connection with the Project, and (iii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with the Project and any other government agency which may confer benefits to the Project or Property, as applicable, and (iii) to execute and deliver to the Beneficial Owner any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints the Beneficial Owner to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed and any other documents or instruments required to convey the Property on behalf of the HDFC, (ii) any certificate sale documents, as applicable, and (iii) any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property (items (i) – (iii) collectively referred to herein as the "Operational Documents") in the name, place and stead of the HDFC with the same force and effect as if the Operational Documents were executed and/or recorded by the HDFC. This power of attorney to act shall be effective if the Beneficial Owner has requested that the HDFC execute and deliver such document or instrument and the HDFC has failed to do so. The parties agree that the HDFC's failure to comply with the provisions of this Section shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section.

7. The Beneficial Owner and the HDFC, on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, the Beneficial Owner shall have complete and exclusive possession and control of the Property and the Project, and the HDFC shall not have any right to possess or control the Property and the Project;

(b) The Beneficial Owner is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the Beneficial Owner and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Unless specifically authorized by the Beneficial Owner, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any

action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, the Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property, the Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall, at the Beneficial Owner's request and at the Beneficial Owner's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project;

(g) The HDFC and the Beneficial Owner each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement; and

(h) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement, conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the HDFC and/or the Beneficial Owner is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property, the Project and/or any part or parts thereof.

8. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered. Copies of any notices, statements or communications received by the HDFC as holder of record title to the Property and/or the Project shall be promptly delivered to the Beneficial Owner.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Nothing in this Agreement shall confer any rights upon any person other than the Beneficial Owner and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of the Beneficial Owner and the HDFC hereunder.

(i) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, as defined below, the HDFC shall have the right to enter the Property and the Project and to take such actions with respect to the Property and the Project as may be necessary to cure the default as agent for, and on behalf of, the Beneficial Owner, provided that neither the Beneficial Owner nor any party providing financing to the Project is diligently acting to cure such default. For purposes of this subsection, "Government Financing Document" shall mean any city, county, state or federal mortgage, regulatory agreement or financing commitment.

(j) The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of [CREA Coventry Commons, LLC, and CREA SLP, LLC] (the "Investor") as partners or members, as applicable, of the Beneficial Owner.

(k) For any period of time during which Investor or an affiliate thereof is a member of the Company (i) this Agreement may not be terminated or amended without the written consent of the Investor and (ii) any notice of default under this agreement shall be provided to the Investor. Copies of any such notices sent to the Investor shall also be sent to: Barnes & Thornburg LLP, 41 S. High Street, Suite 3300, Columbus, Ohio 43215.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.*]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date and year first written above.

COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By: _____
Name: Benjamin P. Lockwood
Title: Authorized Signatory

COVENTRY COMMONS, LLC,
a New York limited liability company

By: Coventry Commons Managing Member, LLC,
its managing member

By: Housing Visions Consultants, Inc.,
its managing member

By: _____
Name: Benjamin P. Lockwood
Title: Authorized Signatory

STATE OF NEW YORK)
) SS:
COUNTY OF Onondaga)

On the 10 day of December, 2024, before me, the undersigned, a Notary Public in and or said State, personally appeared BENJAMIN P. LOCKWOOD, 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 instruments. This is an acknowledgement clause. No oath or affirmation was administered to signor.

Michelle Rinaldi
Notary Public
Commission Expires:

Michelle Rinaldi
Notary Public, State of New York
Reg. No. 01R10012131
Qualified in Onondaga County
Commission Expires August 17, 2027

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, SITUATE IN THE VILLAGE OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED 123.76 FEET NORTH OF THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

1. S 89°29' 45" W, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,
2. S 1°08' 15" E, A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SIEGRIST STREET; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF WAY OF SIEGRIST STREET,
3. N 83°51' 03" W, A DISTANCE OF 66.54 FEET TO A POINT; THENCE,
4. S 88°43' 27" W, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,
5. S 1°03' 15" E, A DISTANCE OF 90.23 FEET TO A POINT; THENCE,
6. S 88°56' 45" W, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,
7. SOUTHWESTERLY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A CHORD BEARING OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET; THENCE,
8. S 80°53'45" W ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 FEET TO A POINT; THENCE
9. N 4°36' 15" W, A DISTANCE OF 136.27 FEET TO A POINT; THENCE,
10. N 80°16' 45" E, A DISTANCE OF 32.50 FEET TO A POINT; THENCE,
11. N 1°16' 15" W, A DISTANCE OF 257.09 FEET TO A POINT; THENCE,
12. S 88°29' 45" W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,
13. N 1°10' 15" W, A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE; THENCE,
14. N 88°58' 45" E ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF 136.97 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT OF WAY AND THE EAST RIGHT OF WAY OF ORCHARD STREET; THENCE,
15. N 88°23' 45" E, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,
16. N 20°28' 15" E, A DISTANCE OF 182.76 FEET TO A POINT; THENCE,
17. N 1°12' 48" W, A DISTANCE OF 18.50 FEET TO A POINT; THENCE,
18. N 88°58' 12" E, A DISTANCE OF 20.02 FEET TO A POINT; THENCE,
19. S 1°08' 15" E, A DISTANCE OF 195.00 FEET TO A POINT; THENCE,
20. N 89°29' 45" E, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET; THENCE,
21. S 1°08' 15" E, A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING.

Attachment D

Title Abstracts

STEWART TITLE INSURANCE COMPANY

12 WILLIAM STREET
LYONS, NY 14489
PHONE (315) 946-9181 FAX (315) 946-1474

GUARANTEED TAX SEARCH

ABSTRACT NO. 81189356 ORDER NO. 81189356

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	GRAYBILL REAL ESTATE, LLC
TAX ACCOUNT NO:	68111-18-416166
STREET ADDRESS:	132 HARRISON ST
MUNICIPALITY:	542001 - NEWARK
SCHOOL DISTRICT:	542001 - NEWARK CENTRAL
PROPERTY CLASS:	464
ROLL YEAR	2021
LAND ASSESSED VALUE:	$ 71,500.00
TOTAL ASSESSED VALUE:	$ 425,000.00
ACREAGE:	5.31

DESCRIPTION OF TAX OR ASSESSMENT:

2021 County Taxes $5,386.34 Paid

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.

NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: December 23, 2021

By Mark E. Reeson

Authorized Officer

12,362 1/A

MA 932 5M

Monroe Abstract & Title Corporation

ROCHESTER, N. Y.

A Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective periods of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
BENJAMIN S. BOLKOSKY	Jan.1,1952	June 2,1958
AUGUSTUS BOLKOSKY	Same	Feb.20,1962
RALPH BOLKOSKY	Feb.15,1962	Jan.16,1970
JOHN BILOTTA	April 28,1969	To Date

In Witness Whereof the MONROE ABSTRACT & TITLE CORPORATION has caused these presents to be signed by its duly authorized officer this 19th day of October 19 72 at 8:59 A. M.

MONROE ABSTRACT & TITLE CORPORATION

No. 78857

By P. D. Moonan
Authorized Officer

Continued and certified against names of

C. H. STUART AND CO., INC.; C. H. STUART, INC From 10/18/72 to DATE; SARAH COVENTRY, INC. from 2/23/82 to date; And Nothing Found Except: As shown on attached sheet.

and re-dated September 26th 19 83, at 8:59 A. M.

P. D. Moonan
Authorized Officer

No. 12,362[1]/A

ABSTRACT OF TITLE

TO

LAND ON THE NORTH SIDE OF

HARRISON STREET

VILLAGE OF NEWARK

MONROE ABSTRACT & TITLE CORPORATION

1. Samuel Ferguson and
Hannah M. Ferguson, his wife

to

James N. Miller
Newark, New York

WARRANTY DEED

Dated March 2, 1881
Ack. March 2, 1881
Rec. March 30, 1881

Liber 131, page 170
Cons. $1200.00

Conveys: land situate in the Village of Newark, County of Wayne and State of New York, and described as follows: Being Village lots nos. forty-one and forty-two from the Aldrich Farm on the north side of the Erie Canal in said Village as per map and survey made by O.T. Hatch and being the same premises conveyed to the party of the first part by Ann M. Krum and Jacob H. Krum by deed dated March 26, 1869 and recorded in the Wayne County Clerk's Office on the 29th day of May, 1869 in Liber 100 of deeds at page 1. Bounded on the North by lands of Stephen K. Williams; on the West by the Aldrich lot on the south by the highway; on the East by lands of Dr. Alois Seigrist.

2. Ursula Bender

to

James N. Miller

WARRANTY DEED FULL COVENANT

Dated April 20, 1885
Rec. July 31, 1886
at 2 p.m.
Liber 149, page 102
Cons. $275.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at the southeast corner of a lot owned by Catherine Crater running thence northerly along said Craters East line one hundred and thirty six feet; thence easterly fifty three feet; thence southerly one hundred thirty six feet to the south line of Harrison Street; thence along the north line of said street west sixty six feet to the place of beginning be the same more or less; It being a part of the premises described in a deed made by Joel H. Prescott Executor to said Bender. Recorded in Wayne County Clerk's Office in Book 130 page 597.

MONROE ABSTRACT & TITLE CORPORATION

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3. Catherine Crater

to

James N. Miller
Port Gibson
Ontario County, New York

WARRANTY DEED

Dated April 1, 1889
Ack. April 1, 1889
Rec. April 2, 1889

Liber 154, page 226
Cons. $1,000.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and bounded and described as follows: situate on the North side of Harrison Street and bounded on the East by lands of the party of the second part; on the northwest by lands now owned by Stephen K.Williams and on the south side by Harrison Street; being about four rods wide and front and rear and about eight rods and four feet deep.

4. WILL & CODICIL

of

James N. Miller

SURROGATE COURT ONTARIO COUNTY

WILL

Dated July 27, 1895
Codicil dated September 4,1895
Proved April 28, 1897
Rec. May 15, 1897

Liber 178, page 30

First: Directs payment of just debts and funeral expenses.
Second: All the rest, residue and remainder of my estate both real and personal, whatsoever and wheresoever I order and direct to be divided between my son Edgar D.Miller of Newark, New York and my daughter Alice Gray of Penfield New York, and Andessa Van (Wormer) of Rochester, New York equally share and share alike and for their own use and benefit forever.
Third: As it may become necessary to sell a part or all of my real estate I do hereby authorize and empower my said executors hereinafter named or the survivor of them to sell and dispose of any or all of my said real estate either by public or private sale or sales for the best price or prices that can be gotten for the same and by proper deed or deeds to grant and convey the same to the purchaser or purchasers thereof in fee simple.
Fourth: I hereby nominate, constitute and appoint my son Edgar D. Miller of Newark,New York and my brother John J. Miller of Phelps New York, to be executors of this my last Will and Testament and further provided that my said executors or the survivor of them shall have three years from my decease in which to settle my estate and I do hereby revoke all former wills by me at anytime made.

Codicil dated September 4, 1895 confirms said will so far as this codicil is consistent therewith and whereas in my said will I did after the payment of my just debts order and direct that all the rest, residue and remainder of my estate be divided equally between my son Edgar and my daughters Alice Gray and Audessa Van Wormer share and share alike. Now therefor I hereby change said bequeaths and direct that the sum of one thousand dollars be deducted from the share of my daughters Audessa Van Wormer and be

MONROE ABSTRACT & TITLE CORPORATION

paid to my grand daughter Audessa Van Wormer and be paid to my grand daughter Ollie Van Wormer for her own use and benefit forever. And I also give and bequeath to my said granddaughter my piano in addition to said one thousand dollars.

5.

EXCEPTION

Edgar D. Miller and
John J. Miller, as executors
of the last Will and Testament
of James N. Miller, deceased

to

Audessa Van Wormer
5 Howell Street
Rochester, New York

EXECUTOR'S DEED

Dated May 13, 1897
Ack. May 13, 1897
Rec. May 15, 1897

Liber 178, page 31
Cons. $1.00

Conveys: land situate in the Village of Newark, County of Wayne and State of New York bounded and described as follows: on the South by Harrison Street; on the west by premises lately owned by said James N. Miller and known as no. 20 Harrison Street; on the North by lands of D.I. Garretson and on the East by lands of Charles Seigrist and Seigrist Street in said Village. The premises hereby conveyed are known as no. 22 Harrison Street and being about one hundred and thirty seven feet deep and about sixty six feet front and rear.

MONROE ABSTRACT & TITLE CORPORATION

EXCEPTION

6. Edgar D. Miller and
John J. Miller, as executors
of the last Will and
Testament of James N.
Miller, deceased

to

Audessa Van Wormer
5 Howell Street
Rochester, New York

EXECUTOR'S DEED

Dated May 13, 1897
Ack. May 13, 1897
Rec. May 15, 1897

Liber 178, page 33
Cons. $1.00 etc.

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: on the south by Harrison Street on the West by lands D.I. Garretson; on the North by lands of Garretson and on the East by the West line of the premises known as no. 16 Harrison Street lately owned by J.N. Miller deceased

The lot hereby conveyed being about 137 feet deep and 76½ feet front and rear and known as no. 14 Harrison Street in said Village.

MONROE ABSTRACT & TITLE CORPORATION

EXCEPTION AND BOUNDARY

7. Edgar D. Miller and
John J. Miller, as executors
of the last Will and Testament
of James N. Miller, deceased

to

Alice Gray

EXECUTOR'S DEED

Dated May 13, 1897
Ack. May 13, 1897
Rec. May 15, 1897

Liber 178, page 34
Cons. $1.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and bounded and described as follows, viz: On the South by Harrison Street in said village, on the west by lands of Mrs. Charles F. Huober and Mrs. William Herman; on the North by lands of D.I. Gardner; on the east by premises known as no. 22 Harrison Street; The premises hereby conveyed being known as no. 20 Harrison Street in said Village; the same being about one hundred and thirty seven (137) feet deep and about seventy six feet front and rear.

8. Edgar D. Miller and
John J. Miller, executors
of the last Will and Testament
of James N. Miller, deceased

to

Alice Gray
Town of Penfield

EXECUTOR'S DEED

Dated May 13, 1897
Ack. May 13, 1897
Rec. May 15, 1897

Liber 178, page 36
Cons. $1.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York and bounded and described as follows, viz: on the south by Harrison Street in said Village; on the west by premises known as no. fourteen (14) Harrison Street; on the North by lands of D.I. Garretson and on the East by premises owned by Mrs. Charles F. Huober and Mrs. William Herman and known as no. eighteen (18) Harrison Street in said Village. The premises hereby conveyed being known as number (16) Harrison Street in said Village being sixty six (66) feet front and rear and about one hundred and thirty seven(137) feet deep.

MONROE ABSTRACT & TITLE CORPORATION

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9. BOUNDARY REFERENCE

Alice Gray

to

Reed Manufacturing Company

WARRANTY DEED

Dated June 16, 1904
Ack. June 16, 1904
Rec. July 17, 1904

Liber 197, page 157
Cons. $1.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York, and bounded and described as follows, viz: On the South by Harrison Street in said Village; on the west by lands now or formerly of Mrs. Charles F. Huober and Mrs. William Herman; on the north by lands formerly of D.I. Garretson; on the east by premises known as number twenty two (22) Harrison Street, now owned by the Reed Manufacturing Company; the premises hereby conveyed being known as number twenty (20) Harrison Street in said Village; the same being about one hundred and thirty seven (137) feet deep and about

seventy six (76) feet front and rear. Being the same lands conveyed by Edgar D. Miller and John J. Miller as executors &c. to said Alice Gray by deed recorded in Wayne County Clerk's Office in liber 178 at page 34.

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10. SURROGATE COURT MONROE COUNTY

WILL)
of)
Alice O. Gray

Dated May __, 1918
Proved April 29, 1927
Rec. July 13, 1927
Liber 281, page 585

First: Directs payment of debts and funeral expenses.
Second: Bequeaths property in Monroe County.
Third: I give, devise and bequeath to my sister, Audessa A. Van Wormer, my house and lot at Newark, New York known as no. sixteen (16) Harrison Street and more particularly described as follows: same as Ab.no. 8.
Fourth: Thru Sixteenth: Bequests of cash and personal property
Seventeenth: Residuary clause
Eighteenth: I hereby nominate and appoint my friend, James M.E. O'Grady, as executor of this my last Will and Testament, giving to him full power to sell, mortgage or lease any or all of the real estate of which I may die seized and possessed as in his judgment may seem wise or proper. I hereby revoke all former Wills by me made

Codicil Dated May 24, 1918 makes cash bequests

Codicil dated July 7, 1922 makes additional cash bequest and modifies the residuary clause

Codicil dated March 20, 1924

Recites will and two codicils above and whereas by the third paragraph of my said last Will and Testament. I bequeathed and devised a house and lot at Newark, New York known as no. 16 Harrison Street to my sister.

MONROE ABSTRACT & TITLE CORPORATION

First: I now therefore, do hereby revoke the said third paragraph of my last Will and Testament, and I do hereby direct that the said house and lot at Newark, New York, known as no. 16 Harrison Street, be and become a part of my residuary estate to be disposed of as directed in the second paragraph of the second codicil to my last Will and Testament in manner following: "All the rest residue and remainder of my estate both real and personal of whatsoever nature and wheresoever situate, including all lapsed legacies, I give, devise and bequeath to Audessa A. Van Werme, Ollie Ione Blauvelt Mann, Ione Blauvelt Cobb, Peter Hosenfeld and Anna Hosenfeld, to be divided equally between them share and share alike.

Second: In the event of my estate not being sufficient in size to pay all of the bequests and legacies in my said Will and Codicils in full, I direct my executor to pay in full the legacies set out in the seventh, eighth, eleventh and twelfth paragraphs and to pay all of the other legacies pro-rata.

LASTLY, I do hereby ratify and confirm the said last Will and Testament dated the 7th day of May, 1918, and the two codicils thereto and in each and every respect save so far as any part thereof is inconsistent with this codicil, and I do hereby will and direct that this codicil be taken as a codicil to my said last Will and Testament and construed as a part thereof.

Codicil dated December 11, 1924 - revokes paragraph second- her will and ratifies and confirms the said Will and the three Codicils above.

MONROE ABSTRACT & TITLE CORPORATION

11. James M.E. O'Grady, as executor of the last Will and Testament of Alice O. Gray, deceased

to

Joseph M. Ruffalo and Josephine M. Ruffalo, his wife Newark, New York

EXECUTOR'S DEED

Dated July 21, 1927
Ack. July 21, 1927
Rec. August 31, 1927

Liber 283, page 149
Cons. $1.00 etc.

Conveys: same premises as Ab.no. 8.

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12. Joseph M. Ruffalo and Josephine M. Ruffalo, his wife

to

Peter C. Hosenfeld
Town of Penfield

MORTGAGE

Dated July 25, 1927
Ack. July 26, 1927
Rec. July 27, 1927

Liber 195, page 267
To secure: $1,000.00

Covers: same premises as Ab.no. 8.

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13. Peter C. Hosenfeld

to

Arcadia National Bank and Trust Company of Newark

ASSIGNMENT OF MORTGAGE

Dated September 3, 1927
Ack. September 3, 1927
Rec. September 6, 1927

Liber 181, page 471

Assigns mortgage at Ab.no. 12 together with the bond.

MONROE ABSTRACT & TITLE CORPORATION

14. Arcadia Trust Company by Joseph A. Braderick, Superintendent of Banks of the State of New York, in charge of said Arcadia Trust Company successor in ownership of Arcadia National Bank and Trust Company

to

Pauline Tenebaum
215 E. 164th Street
New York City, New York

ASSIGNMENT OF MORTGAGE

Dated March 29, 1933
Ack. March 29, 1930
Rec. May 4, 1933

Liber 208, page 23

Assigns mortgage at Ab.no. 12 together with the bond.

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15. Joseph M. Ruffalo and Josephine M. Ruffalo, his wife

to

William H. Grippin
Newark, New York

FULL COVENANT WARRANTY DEED

Dated March 18, 1930
Ack. March 18, 1930
Rec. March 19, 1930

Liber 293, page 192
Cons. $1.00 etc.

Conveys: WITH OTHER LANDS.

same premises as Ab.no. 11 and so recites.

Subject to mortgage at Ab.no. 12.

---

16. William H. Grippin and Etta M. Grippin, his wife

to

Ida Bolkosky
Newark, New York

FULL COVENANT WARRANTY DEED
LIEN COVENANT

Dated March 21, 1930
Ack. March 21, 1930
Rec. March 21, 1930

Liber 293, page 206
Cons. $1.00 etc.

Conveys: same premises as Ab.no. 15.

Subject to mortgage at Ab.no. 12 on which mortgage there now remains unpaid the principal sum of $1000.00 with interest to accrue from January 25, 1930 - Assumes.

MONROE ABSTRACT & TITLE CORPORATION

17. Ida Bolkosky

to

William H. Grippin
Newark, New York

PURCHASE MONEY MORTGAGE

Dated March 21, 1930
Ack. March 21, 1930
Rec. March 24, 1930

Liber 202, page 246
To secure: $1,000.00

Covers: same premises as Ab.no. 16.

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18. Sheridan E. Wood
as County Treasurer of the
County of Wayne

to

Elmer J. Cunningham
Town of Arcadia

TAX DEED

Dated December 29, 1939
Ack. December 29, 1939
Rec. August 1, 1940

Liber 331, page 159
Cons. $23.62, $3.96 and $.50

Conveys: ALL THAT PIECE OR PARCEL OF LAND lying and being in the town of Arcadia County of Wayne, State of New York, assessed on tax rolls of said town in the year 1937 to Ida Bolkosky and bounded and described in such tax roll and the description furnished pursuant to law thereof as set forth in the notice of sale prepared there from and duly published pursuant to law as follows: House and lot, 124 Harrison Street, bounded north by Reed Company, east by self, south by Harrison Street and west by Ella Dunlap. This conveyance is intended to and does convey to the grantee named, the interest and title to these lands of the said Ida Bolksoky specified as the owner or occupant thereof in the tax roll of the said town of the said year 1938 and the interest and title of all other persons thereto so far as the laws of this state divest such persons thereof through the procedure of assessment and levy of taxes and of tax sale and conveyance pursuant thereto. This conveyance is SUBJECT to all claims which the County of Wayne may have on the lands described for taxes or other liens or incumbrances thereon.

MONROE ABSTRACT & TITLE CORPORATION

18A

Sheridan E. Wood, as County Treasurer of the County of Wayne

to

Elmer J. Cunningham
Arcadia, New York

TAX DEED

Dated December 29, 1939
Ack. December 29, 1939
Rec. August 1, 1940

Liber 331 Page 156
Cons. $23.62; $3.96; $.50

Conveys: ALL THAT PIECE OR PARCEL OF LAND lying and being in the town of Arcadia County of Wayne, State of New York, assessed on tax rolls of said town in the year 1937 to Ida Bolkosky and bounded and described in such tax roll and the description furnished pursuant to law thereof as set forth in the notice of sale prepared there from and duly published pursuant to law as follows:

Hous and lot, 120 Harrison St., bounded north and east by Reed Company, south by Harrison Street and west by Self.

This conveyance is intended to and does convey to the grantee named, the interest and title to these lands of the said Ida Bolkosky specified as the owner or occupant thereof in the tax roll of the said town of the said year 1938 and the interest and title of all other persons thereto so far as the laws of this state divest such persons thereof through the procedure of assessment and levy of taxes and of tax sale and conveyance pursuant thereto.

This conveyance is SUBJECT to all claims which the County of Wayne may have on the lands described for taxes or other liens or incumbrances thereon.

NOTE: Attached hereto and recorded herewith are:

1. Certificate of Sale dated October 27,1939

2. Notice to redeem January 14, 1940

3. Affidavit of mailing of Notice to redeem and Pauline Panenbaum; Hamen Tanenbaum and William H. Grippin and to Ida Bolkosky.

4. Certificate of non-redemption dated August 1, 1940.

19.

Elmer J. Cunningham
unmarried

to

Benjamin S. Bolkosky and
Augustus Bolkosky
as tenants in common, each
to have an undivided 1/2
interest in and to the premises
hereinafter described
Newark, New York

QUIT CLAIM DEED

Dated August 14, 1940
Ack. August 14, 1940
Rec. August 16, 1940

Liber 332, page 109
Cons. $160.00

MONROE ABSTRACT & TITLE CORPORATION

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Arcadia, County of Wayne and State of NewYork, bounded and described as follows: House and lot, 120 Harrison Street, bounded North and East by Reed Manufacturing Company; South by Harrison Street; and west by the property formerly owned by Ida Bolkosky; and being the same premises conveyed to the party of the first part hereto by Sheridan E. Wood, as County Treasurer, of Wayne County by Tax Deed dated December 29, 1939, and recorded in the Wayne County Clerk's Office on the 1st day of August, 1940, in liber __ of deeds at page ____.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows:House and lot, 124 Harrison Street, bounded North by Reed Manufacturing Company, East by the property formerly owned by Ida Bolkosky; south by Harrison Street and west by the lands of Ella Dunlap; and being the same property conveyed to party of the first part hereto by Sheridan E. Wood, as County Treasurer, of Wayne County by Tax Deed dated December 29, 1939,

and recorded in Wayne County Clerk's Office in liber 331 of deeds at page 152 on August 1, 1940 at 3 p.m.

It being the intention of party of the first part hereto to convey to parties of the second part, all the right, title and interest which party of the first part hereto acquired by the two above mentioned tax deed.

$.55 Rev. stamps

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20. SURROGATE COURT WAYNE COUNTY

In the Matter of Benjamin (Ben) Bolkosky

ADMINISTRATION
File E-1428

Verified petition of Ralph Bolkosky dated June 13, 1958 shows that Benjamin (Ben) Bolkosky died intestate June 2, 1958 leaving him surviving no wife and as his only distributees or next of kin:

Ralph Bolkosky brother petitioner
Augustus Bolkosky brother waived and renunication filed
Morris Bolkosky brother waived and renunciation filed
all of full age and of sound mind

Letters of Administration issued July 8, 1958 to Ralph Bolkosky

Transfer Tax Schedules lists:

Double house owned by decedent and Augustus Bolkosky, as tenants in common, 16 Harrison Street - Newark

Double house owned by decedent and Augustus Bolkosky, as tenants in common, 18 Harrison Street, Newark, N.Y.

Building on rear of lot at 18 Harrison Street owned by decedent and Augustus Bolkosky as tenants in common

A "No Tax" Order granted June 2, 1959

MONROE ABSTRACT & TITLE CORPORATION

21. Morris Bolkosky

to

Ralph Bolkosky
801 Colton Avenue
Newark, New York

QUIT CLAIM DEED

Dated February 15, 1962
Ack. February 15, 1962
Rec. February 20, 1962
at 11:48 a.m.
Liber 503, page 260
Cons. $1.00 or more

Conveys: same premises as Ab.no. 19 and so recites.

"It being intended to convey all right, title and interest which party of the first part has in and to said property as distributee or heir of Benjamin S. Bolkosky."

$1.10 Rev. stamps

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22. Augustus Bolkosky

to

Ralph Bolkosky
801 Colton Avenue
Newark, New York

QUIT CLAIM DEED

Dated February 14, 1962
Ack. February 14, 1962
Rec. February 20, 1962
at
Liber 503, page 263
Cons. $12,500.00

Conveys: same premises as Ab.no. 19 and so recites.

"It being intended to convey all right, title and interest which party of the first part has in and to said property as grantee under said deed and as distributee or heir of Benjamin S. Bolkosky,deceased."

$13.75 Rev. stamps

MONROE ABSTRACT & TITLE CORPORATION

23. Ralph Bolkosky

to

John Bilotta
314 Madison Street
Newark, New York

WARRANTY DEED LIEN COVENANT

Dated April 28, 1969
Ack. April 28, 1969
Rec. January 16, 1970
at 2:51 p.m.
Liber 624, page 823
Cons. $1.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in liber 302 of deeds at page 433 in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Clerk's Office on the 1st day of August, 1940 in liber 331 of deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Bolkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in liber 302 of deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by TaxDeed dated the 29th day of December

MONROE ABSTRACT & TITLE CORPORATION

1939 and recorded in the Wayne County Clerk's Office in liber 311 of deeds at page 152 on August 1, 1940.

Being the same premises conveyed by Augustus Bolkosky to the party of the first part by deed dated the 14th day of February 1962 and recorded in the Wayne County Clerk's Office on the 20th day of February, 1962 in liber 503 of deeds at page 263.

Being the same premises conveyed by Morris Bolkosky by deed dated the 15th day of February, 1962 and recorded in Wayne County Clerk's Office in liber 503 of deeds, page 260 on February 20, 1962. Premises further are described in a survey map made by Harnish & Lookup on the 10th day of July, 1964.

$31.90 Rev. stamps

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24. John Bilotta

to

C.H.Stuart and Co.Inc.
165 East Union Street
Newark, New York

WARRANTY DEED LIEN COVENANT

Dated October 18, 1972
Ack. October 18, 1972
Rec. October 19, 1972
at 11:57 a.m.
Liber 654, page 700
Cons. $1.00

Conveys: same premises as Ab.no. 23 and so recites.

$33.00 Rev. stamps

MONROE ABSTRACT & TITLE CORPORATION

MONROE ABSTRACT & TITLE CORPORATION

26. In the Matter

Of

New Sarah, Inc.

CERTIFICATE OF INCORPORATION

Dated February 19, 1971
Filed May 28, 1971

File No. 2262

Purposes: Among other things to purchase. own. mortgage.

11

25. In the Matter

Of

Emmons & Company

CERTIFICATE OF INCORPORATION

Dated December 24, 1903
Filed January 4, 1904

File No. 424

Purposes - None given

Duration: 50 years.

Certificate of extension of purposes and powers dated April 29, 1949 and filed June 1, 1949 gives the said corporation among other things the power to acquire, own, mortgage, pledge and sell - real property.

Certificate of extension of existence dated April 29, 1949 and filed June 1, 1949 makes the duration of said corporation perpetual.

Certificate of change of name dated March 21, 1951 and filed April 13, 1951 changes the name of said corporation to Sarah Coventry, Inc.

28. C. H. Stuart, Inc., D. I. P.

TO

Trefoil Capital Corporation
1 Penn Plaza
250 West 34 Street
New York, New York

FINANCING STATEMENT

#81-1819

Filed September 4, 1981

Covers: Equipment, accounts, etc.

Real Estate: All property owned by C. H. Stuart, in Newark, N. Y. at North Main Street: 140 Harrison Street, Van Buren Street; Route 88 South.

NOTE: Assignment of the above statement from Trefoil Capital Corporation to Johnson Matthey Investments, Inc., 4 Malin Road, Malvern, PA. Filed January 28, 1982, Release of property on North Main Street from the above statement filed June 1, 1982.

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29. Sarah Coventry, Incorporated
by Gerald E. Sauter, V.P.

TO

Rodney J. Graybill
101 West Maple Avenue
Newark, New York

WARRANTY DEED

Dated	June 17, 1985
Ack.	June 17, 1985
Rec.	July 2, 1985 at 2:55 P.M.
Liber	792 of Deeds at page 144
Cons.	$1.00

Conveys: Together with other property, same premises as described at Ab. No. 23.

Being premises described in Deed at Ab. No. 24.

Revenue Stamps: $1500.00

MONROE ABSTRACT & TITLE CORPORATION

30. Chase Lincoln First Bank, N.A.
by Roger A. Odell, V.P.

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 26, 1985
Ack. June 26, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 128
Cons. $1.00

Recites the Mortgage recorded in Liber 448 at page 285 and Liber 453 at page 471 and releases from the lien of said Mortgages, the following described property: together with other property, same premises as described at Ab. No. 23.

---

31. U.S. Department of Commerce,
Economic Development Administration
by Michael Oberlitner, Director

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 21, 1985
Ack. June 21, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 136
Cons. $1.00

Recites the Mortgage recorded in Liber 453 at page 513 and releases from the lien of said Mortgage, the following described property:

Together with other property; same premises as described at Ab. No. 23.

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including

the date...March 2,..1881 for Ab.no.1;..April 20,..1885 for Ab..no..2.....

....and April 1,..1889 for Ab.no.3.....

.....to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

JAMES N. OR J. NELSON MILLER: EDGAR D. MILLER, individually and as executor; JOHN J.MILLER, as executor; AUDESSA VAN WORMER: ALICE OR ALICE O'GRADY: JAMES M.E. O'GRADY, as executor: AUDESSA A. VAN WERME OR VAN WORMER: OLLIE IONE BLAUVELT: IONE BLAUVELT COBB: PETER HOSENFELD: ANNA HOSENFELD: JOSEPH M. RUFFALO: JOSEPHINE M. RUFFALO: WILLIAM H. GRIPPIN: IDA BOLKOSKY: ELMER J. CUNNINGHAM:BENJAMIN S. BOLKOSKY: AUGUSTUS BOLKOSKY: MORRIS BOLKOSKY:RALPH BOLKOSKY; individually and as Administrator: JOHN BILOTTA:

TITLE INSURED
MONROE ABSTRACT AND TITLE CORP.
POLICY NO. 688-L
RE-ISSUE HALF RATE

which appear to affect the premises, or any part thereof, described in Ab.no.18

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

24 NUMBERS & 18-A

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 19th day of October , 19 72 , at 11:57 o'clock A.M.

MONROE ABSTRACT & TITLE CORPORATION, by

Robert M. Gorman

Authorized Officer

No. 12,362[1]/A

Abstracted by Robert M.Gorman

32. BARGAIN AND SALE DEED

Rodney J. Graybill
TO
Graybill Real Estate, LLC

Instrument Date:	12-21-1998
Acknowledged Date:	12-21-1998
Record Date:	12-21-1998
Instrument Location:	Liber 959 of Deeds; Page 877

Conveys: with other property, SEE PERTINENT PORTION OF INSTRUMENT ATTACHED

BARGAIN AND SALE DEED

THIS INDENTURE, made the 21st day of December, 1998

BETWEEN RODNEY J. GRAYBILL, residing at 417 Grace Avenue, Newark, New York 14513, and _____, party of the first part,

And GRAYBILL REAL ESTATE, LLC a New York limited liability company, having offices at 101 West Maple Avenue, Newark, New York 14513, party of the second part,

WITNESSETH, that the party of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all easements, agreements, liens restrictions, covenants, and encumbrances of record.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Rodney J. Graybill

RECORDED 1998 DEC 23 9:50

STATE OF NEW YORK)
COUNTY OF_) SS.:

On the 21 day of December 1998, before me came **RODNEY J. GRAYBILL**, to me known to be the individual described in and who executed to foregoing instrument, and acknowledged that he executed the same.

Judy E. Jarzynka
Notary Public

JUDY E. JARZYNKA
NOTARY PUBLIC, State of New York
No. 04JA5082739
Qualified In Wayne County
My Commission Expires July 28, 1999

liber 959 page 851

132 Harrison Street
36111-18-386169 (692,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1, 1903 and recorded in Wayne County Clerk's Office on April 2, 1903, in Liber 193 of Deeds at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the eastery part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E, his wife, to Reed Manufacturing Company by deed dated October 1, 1902 and recorded in Wayne County Clerk's Office October 3, 1902 in Book 191 of Deeds at page -----.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garretson; and on the east by lands of Charles Siegrist and Siegrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one

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hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7, 1903, recorded in Wayne County Clerk's Office February 9, 1903 in Liber 192 of Deeds at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Charles Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904 and recorded in Wayne County Clerk's Office July 17, 1904 in Liber 197 of Deeds at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903 in Wayne County Clerk's Office in Liber 193 of Deeds at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land

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lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

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ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

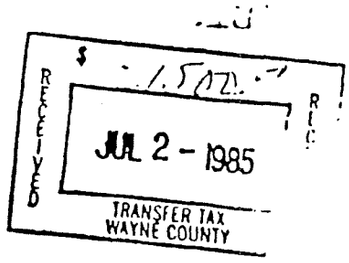
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

LIBER 959 PAGE 856 ... 782 PAGE 149

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



LIBER 792 PAGE 150

LIBER 959 PAGE 857

33. NOTE

This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

********** END OF PAGE **********

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 32** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collectors Bonds, Criminal Surety Bond, Deeds, Delinquent Tax List, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Index, Mortgages (including Assignments), Orders Appointing Receivers, Orders in Bankruptcy, indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **7-2-1985** to the date of this Certificate.

2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.

4. It found the matters set forth in the Abstract at **Set-Outs 32 through 33;** said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.

5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.

6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **23rd day of December, 2021 at 8:59 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Rosen

Authorized Officer

Order number: 81189356

Certificate number: 81189356

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY.**

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other.
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

STEWART TITLE INSURANCE COMPANY

12 WILLIAM STREET
LYONS, NY 14489
PHONE (315) 946-9181 FAX (315) 946-1474

GUARANTEED TAX SEARCH

ABSTRACT NO. 81189362 ORDER NO. 81189362

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	GRAYBILL REAL ESTATE, LLC
TAX ACCOUNT NO:	68111-18-416166
STREET ADDRESS:	132 HARRISON ST
MUNICIPALITY:	542001 - NEWARK
SCHOOL DISTRICT:	542001 - NEWARK
PROPERTY CLASS:	464
ROLL YEAR	2021
LAND ASSESSED VALUE:	$ 71,500.00
TOTAL ASSESSED VALUE:	$ 425,000.00
ACREAGE:	5.31

DESCRIPTION OF TAX OR ASSESSMENT:

2021 County Taxes $5,836.34 Paid

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.

NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: December 23, 2021

By Mark E. Reeson

Authorized Officer

Monroe Abstract & Title Corporation

ROCHESTER, N. Y.

A Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective periods of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
C. H. STUART, & CO., INC.	Sept. 26, 1963	DATE
ALFRED RENZI	Same	Feb. 10, 1967
C. H. STUART, INC.	June 24, 1974	DATE
SARAH COVENTYR, INC.	Feb. 23, 1982	Same

And Nothing Found Except:

C. H. STUART, INC.
dba SARAH COVENTRY,
CAROLINE EMMONS,
HANOVER DISTRIBUTORS,
ARTCRAFT CONCEPTS AND ROYAL CREST
& fdba GATEWAY

Newark
BK-81-20331 (XI)
March 6, 1981

C. H. STUART, INC.
LIEGE, INC. (an Affiliate of
Merrimack, N. H.
BK-81-20332 (11)
March 6, 1981

In Witness Whereof the MONROE ABSTRACT & TITLE CORPORATION has caused these presents to be signed by its duly authorized officer this 5th day of October 19 83 at 8:59 A. M.

MONROE ABSTRACT & TITLE CORPORATION

No. 19,359

By P. D. Moonan
Authorized Officer

Continued and certified against names of C. H. STUART, INC.; SARAH COVENTRY, INC. AND NOTHING FOUND.

and re-dated APRIL 23rd 19 85, at 8:59 A. M.

P. D. Moonan
Authorized Officer

Sch. No. 19,359/B.T.

ABSTRACT OF TITLE

TO

PARCEL NORTH SIDE

HARRISON & SIEGRIST STREETS

SOUTH SIDE EAST SHERMAN AVENUE

WEST SIDE BLACKMAR STREET

VILLAGE OF NEWARK

1. Muriel H. Magagna and
Peter F. Magagna, Individually
and as Partners trading under
the firm name and style of
Luzerne Throwing Company

to

Throwsters Associates, Inc. a
Delaware Corporation
119 West 40th Street
New York, New York

WARRANTY DEED

Dated October 21, 1946
Ack. October 21, 1946
Rec. November 8, 1946

Liber 362 at Page 318

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the north east corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's

line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1st, 1902, and recorded October 3rd 1902, in Book 191 of Deeds at ___.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Beginning at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet

distant westerly from the point where said north line of said Company's land is intersected by the west line of a strip of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land, sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1st, 1903, and recorded in Wayne County Clerk's Office on April 2nd, 1903, in Liber 193 of Deeds, at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed, thrity (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's

lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the easterly part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds, at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E., his wife, to Reed Manufacturing Company, by deed dated October 1, 1902, and recorded in Wayne County Clerk's Office October 3, 1902, in Book 191 of Deeds, at page ____.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garrettson; and on the east by lands of Charles Seigrist and Seigrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7th, 1903, recorded in Wayne County Clerk's Office February 9th, 1903, in Liber 192 of Deeds, at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Chares Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as Number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same

being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904, and recorded in Wayne County Clerk's Office July 17, 1904, in Liber 197 of Deeds, at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line ofSiegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E.Burleigh and the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903, in Wayne County Clerk's Office in Liber 193 of Deeds, at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank

Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6th, 1903, in Liber 194 of Deeds, at page 97.

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2.

Throwsters Associates, Inc.
by Peter F. Magagna, President

to

Second National Bank of
Wilkes-Barre
Pennsylvania

MORTGAGE

Dated April 21, 1948
Ack. April 21, 1948
Rec. May 1, 1948

Liber 241 Page 448
To secure: $200,000.00

Covers: Same premises described at Abstract No. 1, together with the same right to the road.

3. Throwsters Associates, Inc.
by R. S. Ferguson, President

to

Silver Counselors, Incorporated
Newark,New York

WARRANTY DEED

Dated April 6, 1949
Ack. April 6, 1949
Rec. April 8, 1949

Liber 376 at Page 20
Cons. $1.00

Conveys: Same premises as described at Abstract No. 1, together with the same right to the road.

Being the same premises conveyed to the first party by Deed at Abstract No. 1.

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4. Second National Bank of
Wilkes-Barre
by Wallace M. Wakefield, Pres.

to

Throwsters Associates, Inc.

RELEASE OF MORTGAGE

Dated April 6, 1949
Ack. April 6, 1949
Rec. April 8, 1949

Liber 376 at Page 26

Recites the mortgage at Abstract No. 2 and releases from the lien of said mortgage the following described property: Same premises as described at Abstract No. 1, together with the same right to the road.

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including

the date.....10/21/1946 to 4/8/1949.....

.....

.....to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

THROWSTERS ASSOCIATES, INC.

which appear to affect the premises, or any part thereof, described at Abstract No. 1.

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

4 NUMBERS

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 23rd day of May , 19 85 , at _____o'clock ___M.

MONROE ABSTRACT & TITLE CORPORATION, by

No. 19,359/B.T. Michael Gorman

Abstracted by Michael Gorman Authorized Officer

No. 19,359

91,325

ABSTRACT OF TITLE

TO

PARCEL NORTH SIDE HARRISON & SIEGRIST STREETS

SOUTH SIDE EAST SHERMAN AVENUE, WEST SIDE BLACKMAR

STREET

VILLAGE OF NEWARK

1. In the Matter

of

Silver Counselors,
Incorporated

CERTIFICATE OF INCORPORATION

Dated March 9, 1942
Filed April 2, 1942

File #1116

Purposes of said corporation are to acquire real estate and borrow money necessary to conduct its business of manufacturing silver plate, silver ware, china, etc.

Duration: Perpetual.

Certificate of consolidation into Sarah Coventry, Inc. filed October 17, 1961.

2. Silver Counselors, Incorporated

-TO-

C.H. Stuart & Co.,Inc.
165 East Union Street
Newark, New York

WARRANTY DEED

Dated June 24, 1949
Ack. June 24, 1949
Rec. June 27, 1949

Liber 377 of Deeds page 559
Cons. $1.00 etc.

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the north east corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three rod street laid out from Willow Avenue to

and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle,his wife, to Reed Manufacturing Company by deed dated October 1st, 1902, and recorded October 3rd 1902, in Book 191 of Deeds, at --.

EXCEPTING from the last above described parcel of land, the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30th, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds,at page 353 , to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situated in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Beginning at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company's lands is intersected by the west line of a strip of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land, sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reeed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1st, 1903, and recorded in Wayne County Clerk's Office on April 2nd, 1903, in Liber

193 of Deeds, at page 343.)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed, thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the easterly part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds, at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E. his wife, to Reed Manufacturing Company, by deed dated October 1, 1902, and recorded in Wayne County Clerk's Office October 3, 1902, in Book 191 of Deeds, at page ___.)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20)

Harrison Street; on the north by lands of D. I. Garrettson; and on the east by lands of Charles Seigrist and Seigrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7th, 1903, recorded in Wayne County Clerk's Office February 9th, 1903, in Liber 192 of Deeds, at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Chares Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as Number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904, and recorded in Wayne County Clerk's Office July 17, 1904, in Liber 197 of Deeds, at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, Countyof Wayne, and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along

the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903, in Wayne County Clerk's Office in Liber 193 of Deeds, at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6th, 1903, in Liber 194 of Deeds, at page 97.

All of the above described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc., by deed dated April 6th, 1949, and recorded in Wayne County Clerk's Office on April 8th, 1949, in Liber 376 of Deeds, at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds, at page 20. The records in Wayne County Clerk's Office show that said Throwsters Associates,Inc., the grantor of the first part never had title to said excepted land.

$181.50 Rev. Stamps

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4. C.H. Stuart & Co.,Inc.

-TO-

Village of Newark

WATER EASEMENT

Dated July 17, 1953
Ack. July 17, 1953
Rec. July 30, 1953

Liber 410, of Deeds at page 328
Cons. $1.00

Grants a perpetual right of way, easement and privilege to enter upon that portion of the lands and premises of the said party of the first part, situate in said Village of Newark, County of Wayne and State of New York, hereinafter more particularly described and to construct, install, place, lay, repair, replace and forever maintain upon, across and over the said premises, water mains, connections and appurtenances of the size deemed necessary by the said Village of Newark for crossing and transporting a supply of water through said pipeline from the source at Canandaigua Lake to the Village of Newark, Wayne County, New York;

The said lands and premises over, upon and through which the perpetual right of way aforesaid is hereby granted and conveyed consist of a strip twenty feet (20') in width, the centerline of which is the centerline of the pipeline or main so to be installed and maintained, for the course of which pipeline or main reference is hereby had to a certain map or plan prepared by William S. Lozier and Co., engineers, June 5, 1953, of the construction plans, improvements and water distribution system for The Village of Newark, New York, to be filed simultaneously with the recording of this agreement in the Wayne County Clerk's Office;

Subject to the covenants and conditions hereinafter contained the party of the second part, its officers, agents, servants, employees, engineers and contractors may enter upon any part or portion of the lands and premises hereinbefore described for the purposes of constructing, installing, placing and laying said water pipeline, connections and appurtenances for carrying and transporting the water supply aforesaid and for the purpose of maintaining, repairing, removing, replacing or improving said water pipeline or any part or portion thereof or attachments and additions thereto;

Subject to the covenants and conditions hereinafter contained: The party of the second part, its officers, agents, servants, employees, engineers and contractors, in addition to the easement hereinbefore granted shall have the right to enter upon and use for the purpose of constructing, installing, placing and laying said water pipeline a strip of land twenty feet (20') in width on each side of the above described pipeline;

This conveyance, right and easement is granted and accepted in consideration of, and subject to, the following conditions, covenants and agreements:

A. The work of constructing, installing, placing and laying said water pipeline over, upon and in the land hereinbefore described shall be prosecuted by the party of the second part, its officers, agents, servants, employees, engineers and contractors, with diligence and dispatch.

B. Upon the completion of the construction of said water pipeline, said party of the second part shall, at its expense restore the grade as the same now exists.

C. If, following the completion of the original construction, installation, placing and laying of the water pipeline aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described and/or of the two twenty foot (20') strips aforesaid in connection with the replacement, maintenance and/or repair of the said water pipeline, and damage or injury shall be done or caused to growing crops, fences and lawns thereon by such work or operations of the party of the second part, the damage occasioned thereby shall be adjusted within twenty (20) days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within twenty (20) days after the settlement or final adjudication of said dispute.

D. The party of the second part agrees that if, subsequent to installation of the proposed water line, party of the first part or one of the corporations of the Commercial Enterprises and no other, wishes to construct a building upon the aforesaid right of way, party of the second part, will, at its own cost and expense cause said water line to be moved, if such construction makes removal of the water line necessary.

It is further covenanted and agreed that the easement hereinabove granted shall include a resonably accessible right of ingress and egress to and from the above-described premises to the nearest highway.

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by Harnish & Lookup, dated October 6, 1953. Being an easement across land formerly deeded to Vincent Federico by deed recorded in Wayne County Clerk's Office in Liber 299 of Deeds at page 439, being land now owned by Alfred and Angeline Renzi.

Subject to the covenants, conditions and agreements hereinafter contained, the party of the second part, its officers, agents, servants, employees, engineers and contractors may enter upon any part or portion of the lands and premises hereinbefore described for the purpose of constructing, installing, placing and laying said water line, connections and appurtenances for transporting the water aforesaid and for the purpose of maintaining, repairing, removing, replacing or improving said pipeline or any part or portion thereof or attachments and additions thereto.

This conveyance, right and easement is granted and accepted in consideration of, and subject to, the following conditions, covenants and agreements:

A. The work of constructing, installing, placing and laying said water line over, upon and in the land hereinbefore described shall be prosecuted by the party of the second part, its officers, agents, servants, employees, engineers and contractors, with diligence and dispatch.

B. Upon the completion of the construction of said water line, said party of the second part shall, at its expense, restore the grade and the condition of the property as the same now exists.

C. If, following the completion of the original construction, installation, placing and laying of the water line aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described in connection with the replacement, maintenance and/or repair of the said water line, and damage or injury shall be done or caused to growing crops, fences and lawns thereon by such work or operations of the party of the second part, the damage occasioned thereby shall be adjusted within twenty (20) days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within twenty

(20) days after the settlement or final adjudication of said dispute.

It is further covenanted and agreed that the easement hereinabove granted shall include a reasonably accessible right of ingress and egress to and from the above described premises to the nearest highway.

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said Street, 29.84 feet to the place of beginning, according to the survey made by Harnish & Lookup on October 6, 1953. Being an easement across lands deed to Silver Counselors,Inc. by Throwsters Associates,Inc., dated April 6, 1949 and recorded in the Wayne County Clerk's Office in Liber _____ of Deeds at page _____, being lands now owned by C.H. Stuart & Co., Inc.

Subject to the covenants and conditions hereinafter contained the party of the second part, its officers, agents, servants, employees, engineers and contractors may enter upon any part or portion of the lands and premises hereinbefore described for the purpose of constructing, installing, placing and laying said water line, connections and appurtenances for transporting the water aforesaid and for the purpose of maintaining, repairing, removing, replacing or improving said pipeline or any part or portion thereof or attachments and additions thereto.

This conveyance, right and easement is granted and accepted in consideration of, and subject to, the following conditions, covenants and agreements:

A. Party of the second part agrees at its own proper cost and expense to connect the present water piping of the party of the first part with the proposed water main in consideration of the granting of this easement.

B. The work of constructing, installing, placing and laying said water line over, upon and in the land hereinbefore described shall be prosecuted by the party of the second part, its officers , agents, servants, employees, engineers and contractors, with diligence and dispatch.

C. Upon the completion of the construction of said water line, said party of the second part shall, at its expense, restore the grade as the same now exists.

D. If, following, the completion of the original construction, installation, placing and laying of the water line aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described in connection with the replacement, maintenance and/or repair of the said water line, and damage or injury shall be done or caused, the damage occasioned thereby shall be adjusted

within twenty (20) days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within twenty (20) days after the settlement or final adjudication of said dispute. Further if after the completion of said original installation, grantor, its successors or assigns shall desire to construct a building over the right-of-way herein granted, the party of the second part agrees at its own cost and expense to make acceptable, proper and satisfactory arrangements for the protection of the said line and said proposed construction.

It is further covenanted and agreed that the easement hereinabove granted shall include a reasonably accessible right of ingress and egress to and from the above described premises to the nearest highway.

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New York, bounded and described as follows: BEGINNING at a point in the south line of lands of Alfred Renzi, said point being N 80° 36' W, 134.79 feet from an iron pipe in the west line of Blackmar Street and running thence S 49° 46' E across lands of the grantor, 25.96 feet to a point; thence S 80° 20'E and continuing across lands of the grantor, 112.67 feet to a point in the west line of said street; thence S 08° 46' W along the west line of said street, 20.00 feet to a point; thence N 80° 20' W across lands of the grantor, 118.13 feet to a point; thence continuing across lands of said grantor N 49° 46' W, 64.92 feet to a point in the south line of lands of Alfred Renzi; thence S 80° 36' E along lands of said Renzi, 39.02 feet to the place of beginning, according to a survey made by Harnish & Lookup on October 6, 1953. Being an easement across lands formerly deeded to Silver Counselors Inc. by Throwsters Associates, Inc. dated April 6, 1949 and recorded in the Wayne County Clerk's Office in Liber _____ of Deeds at page _____, being lands now owned by C.H. Stuart Co. Inc.

Subject to same conditions, covenants and agreements as in Abst. No. 6.

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and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for Grantee's telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is 10 feet in width throughout its extent, situate, lying and being as follows:

The center line of said easement enters grantors land on the south from the land of Siegrist Street at a point of about 3 feet westerly from grantors easterly property line; thence said center line extends across grantors land in a northerly direction a distance of about 143 feet to a point, which point is about 3 feet westerly from grantors easterly property line; thence with an angle to the left said center line continues across grantors land in a northwesterly direction a distance of about 87 feet to a terminal point, which point is about 99 feet westerly from grantors easterly property line with service wires extending a distance of about 70 feet to grantors building.

Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by 10 feet.

Provided, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

Reserving, however, to the Grantor the right to cultivate the ground between said poles and supporting structures and beneath said wires and fixtures and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the Grantee. Grantor in said use of said ground shall maintain a clearance of 10 feet or more from Grantee's aerial wires with equipment or otherwise.

9. ALFRED RENZI, being the surviving tenant by the entirety with Angeline Renzi, his wife, who died a resident of the County of Wayne, New York, on July 20, 1962,

-TO-

C.H. Stuart & Co.,Inc.
165 East Union Street
Newark, New York

WARRANTY DEED LIEN COVENANT

Dated February 10, 1967
Ack. February 10, 1967
Rec. February 10, 1967

Liber 584 of Deeds at page 329
Cons. $1.00 etc.

Conveys: all THAT TRACT OR PARCEL OF LAND, situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C.H. Stuart & Co.,Inc. said point being N 8° 46' E a distance of 321.50 feet from the north line of Seigrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C.H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C.H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman,his wife, and being in the east line of said premises of C.H. Stuart & Co., Inc; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

Being the same premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office on May 24, 1949 in Liber 376 of Deeds at page 203.

This conveyance is made and accepted SUBJECT to an agreement dated December 7, 1953 between Alfred P. Renzi and Angeline Renzi, his wife, and the Village of Newark, New York, recorded in Wayne County Clerk's Office on December 17, 1953 in Liber 414 of Deeds at page 382, reference being made thereto.

$10.45 Rev. Stamps

10. C.H. Stuart & Co., Inc.

-TO-

Village of Newark

AGREEMENT

Dated April 25, 1967
Ack. April 25, 1967
Rec. July 11, 1967

Liber 587 of Deeds page 343
Cons. Valuable

Recites agreements at Abst. Nos. 4,5,6,7 and 8.

WHEREAS, all of said agreements provided for a perpetual right-of-way, easement and privilege to enter upon the premises therein described to construct, install, place, lay, repair, replace and forever maintain upon, across and over the said premises, water mains, connections and appurtenances of the size deemed necessary by the Village for transporting water through said pipeline; and

WHEREAS, Owner is now the owner of the premises described in each of the four aforesaid agreements; and

WHEREAS, the parties wish to amend, change and supersede said agreements to alter the descriptions of the easements, but not the conditions thereof.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Owner has sold and does hereby sell, assign and convey unto the Village a perpetual right-of-way, easement and privilege to enter upon that portion of the lands and premises of Owner situate in the Village of Newark, County of Wayne and State of New York, hereinafter more particularly described, and to construct, install, place, lay, repair, replace and forever maintain upon, across and over the said premises, water mains, connections and appurtenances of the size deemed necessary by the Village for transporting water through said pipeline.

2. The said lands and premises over, upon and through which the perpetual right-of-way aforesaid is hereby granted and conveyed consist of the following:

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Parcel No. 1: A strip twenty feet (20') in width, the centerline of which is the centerline of the pipeline or main so to be installed and maintained, for the course of which pipeline

or main reference is hereby had to a certain map or plan prepared by William S. Lozier and Co., engineers, June 5, 1953, of the construction plans, improvements and water distribution system for The Village of Newark, New York, heretofore filed together with the first described agreement in the Wayne County Clerk's Office.

Parcel No. 2: Beginning at an iron pipe at the intersection of the east line of South Orchard Place and the south line of East Sherman Avenue also being the southwest corner of land now or formerly owned by Roger L. Blann and running thence S 81° 42' E along said lands of Blann, 8.55 feet to a point; thence S 49° 46' E across land of the grantor, 144.12 feet to a point in the west line of lands formerly owned by Alfred Renzi and wife; thence S 08° 46' W along said lands of Renzi, 23.44 feet to a point; thence N 49° 46' W across lands of the grantor, 189.12 feet to a point in south south line of East Sherman Avenue; thence S 81° 01' E along the south line of said Street, 29.84 feet to the place of beginning, according to the survey made by Harnish & Lookup on October 6, 1953. Being an easement across lands deeded to Silver Counselors, Inc. by Throwsters Associates, Inc.dated April 6, 1949 and recorded on April 8, 1949 in Wayne County Clerk's Office in Liber 376 of Deeds at page 20, and now owned by C.H. Stuart & Co.,Inc.

Parcel No. 3: Beginning at a point in the south line of lands formerly owned by Alfred Renzi and wife, said point being N 80° 36' W. 134.79 feet from an iron pipe in the west line of Blackmar Street and running thence S 49° 46' E across lands of the grantor, 25.96 feet to a point; thence S 80° 20' E and continuing across lands of the grantor, 112.67 feet to a point in the west line of said street; thence S 08° 46' along the west line of said street, 20.00 feet to a point; thence N 80° 20' W across lands of the grantor, 118.13 feet to a point; thence continuing across lands of said grantor N 49° 46' W, 64.92 feet to a point in the south line of said lands of Renzi; thence S 80° 36' E along said lands of Renzi, 39.02 feet to the place of beginning, according to a survey made by Harnish & Lookup on October 6, 1953. Being an easement across lands formerly deeded to Silver Counselors,Inc. by Throwsters Associates, Inc. dated April 6, 1949 and recorded on April 8, 1949

in Wayne County Clerk's Office in Liber 376 of Deeds at page 20, and now owned by C.H. Stuart & Co., Inc.

Parcel No. 4: Beginning at a point in the west line of land of the grantor, said point being N 08° 46' E, 23.69 feet from an iron pipe at the southwest corner of land of the grantor and running thence N 08° 46' E along land herein conveyed, 23.44 feet to a point; thence S 49° 46' E across land of the grantor, 91.95 feet to a point in the south line of said grantor; thence N 80° 36' W along the southerly line of the grantor, 39.02 feet to a point; thence N 49° 46' W across land of the grantor, 46.21 feet to the point of beginning according to the survey made by Harnish & Lookup, dated October 6, 1953, Being an easement across land deeded to C.H. Stuart & Co.,Inc. by Alfred Renzi dated February 10, 1967 and recorded in Wayne County Clerk's Office on February 10, 1967 in Liber 584 of Deeds at page 329.

Parcel No. 5: Beginning at a point in the south line of the original easement from C.H. Stuart & Co., Inc. to the Village of Newark by agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office in Liber 414 of Deeds at page 390, said point being N 80° 20' W a distance of 50.00 feet from the west line of Blackmar Street and running thence from said point of beginning, S 9° 40' W a distance of 16.00 feet to a point; thence N 80° 20' W a distance of 187.00 feet to a point; thence N 9° 40' E a distance of 86.17 feet to a point on the original easement between C.H. Stuart & Co., Inc. and the Village of Newark by agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office in Liber 414 of Deeds at page 386; thence S 49° 46' E along said easement a distance of 23.28 feet to a point; thence S 9° 49' W a distance of 54.36 feet to a point; thence S 80° 20' E a distance of 92.04 feet to a point on the original easement;thence S 49° 46' E along said easement a distance of 7.88 feet to a point; thence S 80° 20' E along said easement a distance of 68.13 feet to the point and place of beginning, according to a survey map prepared by Harnish & Lookup, Associates, dated April 7, 1967. Being a portion of the lands conveyed by Throwsters Associates,Inc. to Silver Counselors, Inc. by deed dated April 6, 1949 and recorded on April 8, 1949 in Wayne County Clerk's Office in Liber 376 of

Deeds at page 20, and now owned by C. H. Stuart & Co., Inc. Reference is also made to a map of land owned by Silver Counselors, Inc. by Harnish & Lookup dated May 24, 1949, and a map of easement to be conveyed by C. H. Stuart & Co., Inc. and Alfred Renzi and Angeline Renzi, his wife, to the Village of Newark by Harnish & Lookup dated October 6, 1953.

EXCEPTING from said above described parcels, however, the following:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Parcel No. 6: Beginning at a point on the north line of the original easement from C. H. Stuart & Co., Inc. to the Village of Newark by agreement dated November 30, 1953 and recorded in Wayne County Clerk's Officein Liber 414 of Deeds at page 390, said point being N 80° 20' W a distance of 69.69 feet from the west line of Blackmar Street and running thence S 9° 40' W a distance of 16.00 feet to a point; thence N 80° 20' W a distance of 54.96 feet to a point; thence N 49° 46' W a distance of 106.89 feet to a point; thence N 9° 40' E a distance of 23.28 feet to a point; thence S 49° 46' E a distance of 121.11 feet to a point; thence S 80° 20' E a distance of 42.98 feet to the point and place of beginning, according to a survey map prepared by Harnish & Lookup, Associates, dated April 7, 1967.

3. It is the intent of this agreement to release the above described Parcel No. 6 by the Village from the easement rights contained in the above mentioned agreements, and to grant the new easement described as Parcel No. 5 by Owner to the Village.

4. Subject to the covenants, conditions and agreements hereinafter contained, the Village, its officers, agents, servants, employees, engineers and contractors may enter upon any part or portion of the lands and premises hereinbefore described for the purpose of constructing, installing, placing and laying said water line, connections and appurtenances for transporting the water aforesaid and for the purpose of maintaining, repairing, removing, replacing or improving said pipeline or any part or portion thereof or attachments and additions thereto.

5. This conveyance, right and easement is granted and accepted in consideration of, and subject to, the following conditions, covenants and agreements:

A. The work of constructing, installing, placing and laying said water line over, upon and in the land hereinbefore described shall be prosecuted by the Village, its officers, agents, servants, employees, engineers and contractors, with diligence and dispatch.

B. Upon the completion of the construction of said water line, said Village, shall, at its expense, restore the grade and the condition of the property as the same now exists.

C. If, following the completion of the original construction, installation, placing and laying of the water line aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described in connection with the replacement, maintenance and/or repair of the said water line, and damage or injury shall be done or caused to growing crops, fences and lawns thereon by such work or operations of the Village, the damage occasioned thereby shall be adjusted within twenty (20) days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within twenty (20) days after the settlement of final adjudication of said dispute.

6. It is further covenanted and agreed that the easement hereinabove granted shall include a reasonably accessible right of ingress and egress to and from the above described premises to the nearest highway.

Map referred to in this instrument is filed Pigeonhole D-30.

11. In the Matter Of C. H. Stuart & Co., Inc.

Certificate of Incorporation

Dated May 10, 1924
Filed May 16, 1924
File No. 850

Purposes: Among other things to purchase, acquire, own, hold, sell, assign and transfer real property.

Duration: Perpetual.

Re-stated Certificate of Incorporation dated February 18, 1969 and filed June 30, 1969 - contains powers as above stated including the duration which shall be perpetual.

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12. C. H. Stuart & Co., Inc.
By John T. Joyce
Executive Vice President

-TO-

New York State Electric & Gas Corporation

Easement

Dated May 31, 1972
Cons. $1.00
Ack. May 31, 1972
Wayne County
Rec. July 6, 1972

Liber 651 of Deeds, page 240

The party of the first part hereby grants and releases unto the New York State Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having an office at Town of Dryden (no street address) County of Tompkins, State of New York, herein called the grantee, its successors and assigns, its or their lessees or licensees, the right, privilege and authority at any time to construct, reconstruct, extend, operate, inspect, maintain and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is 20 feet in width throughout its extent, situate, lying and being as follows: The center line of said easement and right of way enters grantors lands on the north from the lands of East Sherman Avenue at a point of about 95 feet easterly from grantors westerly property line; thence said center line

MONROE ABSTRACT & TITLE CORPORATION

extends across grantors lands in a southeasterly direction a distance of about 140 feet to a terminal point, which point is about 105 feet southerly from grantors northerly property line, together with service wires to extend from said terminal point in a southerly direction to grantors building.

Together with the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and pole line by 10 feet.

Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the grantor, caused by the grantee in constructing or repairing said line, shall be borne by the grantee.

Reserving, however, to the grantor the right to cultivate the ground between said poles and supporting structures and beneath said wires and fixtures and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists and provided that no structure shall be erected and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the grantee. Grantor in said use of said ground shall maintain a clearance of 10 feet or more from grantee's aerial wires with equipment or otherwise.

MONROE ABSTRACT & TITLE CORPORATION

13. C. H. Stuart & Co. Inc.
By C. W. Stuart
President

-TO-

The Village of Newark

Easement

Dated January 9, 1957
Cons. $1.00
Ack. January 9, 1957
March 27, 1957
Wayne County
Rec. February 27, 1973

Liber 658 of Deeds, page 417

The said party of the first part has sold and does hereby sell and convey unto the party of the second part a perpetual right of way, easement and privilege to enter upon a portion of the lands situate in the Village of Newark, Wayne County, New York, hereinafter more fully described, for the purpose of constructing, installing, repairing, replacing and forever maintaining upon, across and over said premises sewer mains, connections and appurtenances of the size deemed necessary by the said Village of Newark.

The said lands and premises upon and through which the above right of way is hereby granted and conveyed consist of a strip of land 20 feet in width, the center line of which is the center line of the pipe line or main so to be installed and maintained, for the course of which said pipe line or main reference is hereby made to a certain map or plan prepared by The Lozier Company, said map or plan to be filed in the Wayne County Clerk's Office.

Subject to the covenants and conditions hereinafter contained: The party of the second part, its officers, agents, servants, employees, engineers and contractors, in addition to the easement hereinbefore granted shall have the right to enter upon and use for the purpose of constructing, installing, placing and laying said sewer mains a strip of land 10 feet in width on each side of the above described permanent easement.

This conveyance, right and easement is granted and accepted in consideration of and subject to the following conditions, covenants and agreements:

(a) The work of constructing, installing, placing and

MONROE ABSTRACT & TITLE CORPORATION

laying said sewer mains over, upon and in the land hereinbefore described shall be prosecuted by the party of the second part, its officers, agents, servants, employees, engineers and contractors, with diligence and dispatch.

(b) Upon the completion of the construction of said sewer mains, said party of the second part shall, at its expense, restore the grade as the same now exists.

(c) If, following the completion of the original construction, installation, placing and laying of the sewer mains aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described in connection with the replacement, maintenance and/or repair of the said sewer mains, or to place or install another main, and damage or injury shall be done or caused to growing crops, fences and lawns thereon by such work or operations of the party of the second part, the damage occasioned thereby shall be adjusted within 20 days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within 20 days after the settlement or final adjudication of said dispute.

It is further covenanted and agreed that the easement hereinabove granted shall include a reasonably accessible right of ingress and egress to and from the above described premises to the nearest highway.

MONROE ABSTRACT & TITLE CORPORATION

14.

Village of Newark
By Nicholas Nevhard
Mayor
"Village"

-TO-

C. H. Stuart & Co. Inc.
"Owner"

Release of Agreement

Dated September 5, 1973
Cons. $1.00
Ack. September 5, 1973
September 14, 1973
Wayne County
Rec. September 19, 1973

Liber 665 of Deeds, page 334

Whereas, the parties hereto have previously entered into four separate agreements concerning the granting by owner of water line easements to the Village, as follows: (1) Agreement dated July 17, 1953 and recorded in Wayne County Clerk's Office on July 30, 1953 in Liber 410 of Deeds, page 328; (2) Agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office on December 17, 1953 in Liber 414 of Deeds, page 386; (3) Agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office on December 17, 1953 in Liber 414 of Deeds, page 390; (4) Agreement dated April 25, 1967 and recorded in Wayne County Clerk's Office on June 21, 1967 in Liber 587 of Deeds, page 343; and

Whereas, the Village has previously entered into a similar agreement with Alfred P. Renzi and Angeline Renzi, his wife dated December 7, 1953 and recorded in Wayne County Clerk's Office on December 17, 1953 in Liber 414 of Deeds, page 382; and

Whereas, all of said agreements provided for a perpetual right-of-way, easement and privilege to enter upon the premises therein described to construct, install, place, lay, repair, replace and forever maintain upon, across and over the said premises water main, connections and appurtenances of the size deemed necessary by the Village for transporting water through said pipe line; and

Whereas, owner is now the owner of the premises described in each of the five aforesaid agreements; and

Whereas, the Village desires to release the owner from said agreements.

The Village does remise, release and forever discharge its perpetual right-of-way, easement and privilege to enter

MONROE ABSTRACT & TITLE CORPORATION

upon said portions of land and premises of owner situated in the Village of Newark, County of Wayne and State of New York, as described in the aforementioned agreements.

It is the intent of this Agreement for the Village to release its right-of-way, easement and privilege to construct, install, place, lay, repair, replace and forever maintain upon, across and over the premises of owner as described in said agreements, water-mains, connections and appurtenances for transporting water through said pipeline.

Owner agrees that at owner's expense, the pipeline upon owner's land will be sealed off at both ends and removed.

MONROE ABSTRACT & TITLE CORPORATION

15. C. H. Stuart, Inc. was formerly known as C. H. Stuart and Co. Inc. and is the surviving corporate name resulting from the merger of Sarah Coventry, Inc. and C. H. Stuart, Inc.

TO

Lincoln First Bank, N. A.
Lincoln First Square
Rochester, NY

MORTGAGE

Dated August 24, 1979
Ack. August 24, 1979
Rec. August 27, 1979

Liber 448 Page 285
To secure: $13,400.00

Covers: Together with other property, same premises as described at Abst. #'s 2 and 9, together with the same exceptions.

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16. C. H. Stuart, Inc. a Delaware Corporation, Successor to C. H. Stuart, Inc. a NY Corporation

WITH

Lincoln First Bank, N. A.
One Lincoln First Square
Rochester, NY

MORTGAGE MODIFICATION AGREEMENT

Dated January 4, 1980
Ack. January 4, 1980
Rec. January 8, 1980 at 9:41 A. M.
Liber 452 of Mtgs., at Page 788

Modifies the Mortgage at Abst. #15.

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17. C. H. Stuart, Inc. a Delaware Corporation Successor to C. H. Stuart, Inc., a NY Corporation

WITH

Lincoln First Bank, N. A.

MORTGAGE MODIFICATION AGREEMENT

Dated January 4, 1980
Ack. January 4, 1980
Rec. January 31, 1980 at 3:27 P. M.
Liber 453 of Mtgs., at Page 439

Modifies the Mortgage at Abst. #15.

MONROE ABSTRACT & TITLE CORPORATION

18. C. H. Stuart, Inc. a NY Corporation C. H. Stuart, Inc. was formerly known as C. H. Stuart & Co., Inc. and is the surviving Corporate name resulting from the merger of Sarah Coventry, Inc. and C. H. Stuart, Inc.

TO

Lincoln First Bank, N. A.

MORTGAGE

Dated August 24, 1979
Ack. August 24, 1979
Rec. January 31, 1980 at 3:28 P. M.
Liber 453 of Mtgs., at Page 471
To secure: $13,400,000.00

Covers: Same premises as Abst. #15, but incorporates the 16,015 acre in PARCEL II 300 Silver Hill Road.

ALSO OTHER LANDS.

---

19. C. H. Stuart, Inc. a Delaware Corp.

TO

U. S. Department of Commerce
Economic Development Administration
An Agency of the U. S. Government

MORTGAGE

Dated February 1, 1980
Ack. January 24, 1980
Rec. February 1, 1980 at 11:46 A. M.
Liber 453 of Mtgs., at Page 513
To secure: $2,500,000.00

Covers: WITH OTHER LANDS.

Same premises as Abst. #15.

This Mortgage is junior and subordinate to the mortgage held by the Lincoln First Bank, N. A. in the principal sum not to exceed $8,900,000.00 and is to be shared on a pro rata basis with the mortgage held by U. S. Farmers Home Administration in the principal sum of $2,400,000.00

MONROE ABSTRACT & TITLE CORPORATION

20. C. H. Stuart, Inc., a Delaware Corporation, Successor to C. H. Stuart, Inc., a NY Corporation

WITH

Lincoln First Bank, N. A.

SUPPLEMENTAL MODIFICATION AGREEMENT

Dated February 4, 1980
Ack. February 4, 1980
Rec. February 13, 1980 at 10:13 A. M.
Liber 453 of Mtgs., at Page 768

Modifies the terms of Mortgage at Abst. #15.

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21. In the Matter

Of

Emmons & Company

CERTIFICATE OF INCORPORATION

Dated December 24, 1903
Filed January 4, 1904

File No. 424

Purposes - None given

Duration: 50 years.

Certificate of extension of purposes and powers dated April 29, 1949 and filed June 1, 1949 gives the said corporation among other things the power to acquire, own, mortgage, pledge and sell - real property.

Certificate of extension of existence dated April 29, 1949 and filed June 1, 1949 makes the duration of said corporation perpetual.

Certificate of change of name dated March 21, 1951 and filed April 13, 1951 changes the name of said corporation to Sarah Coventry, Inc.

CONTROL ABSTRACT & TITLE CORPORATION

22. In the Matter of New Sarah, Inc.

CERTIFICATE OF INCORPORATION

Dated February 19, 1971
Filed May 28, 1971

File No. 2262

Purposes: Among other things to purchase, own, mortgage, sell or transfer real property.

Certificate of merger dated June 25, 1971 and filed December 1, 1971 merges Sarah Coventry, Inc. and New Sarah, Inc. the surviving corporation is New Sarah, Inc.

And Amendment to be made in the Certificate of Incorporation of New Sarah, Inc. is that its name is to be changed to Sarah Coventry, Inc.

Certificate of Merger of Sarah Coventry, Inc. into C. H. Stuart, Inc. dated August 30, 1977 filed October 17, 1977 (File No. 422)

MONROE ABSTRACT & TITLE CORPORATION

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23. In the Matter of C. H. Stuart, Inc.

CERTIFICATE OF INCORPORATION

Dated May 10, 1924
Filed May 16, 1924

File No. 850

Purposes: Among other things, to purchase, own, hold and to sell real property.

Duration: Perpetual.

Certificate of Amendment dated June 24, 1974 and filed August 8, 1974 changes the name to C. H. Stuart, Inc.

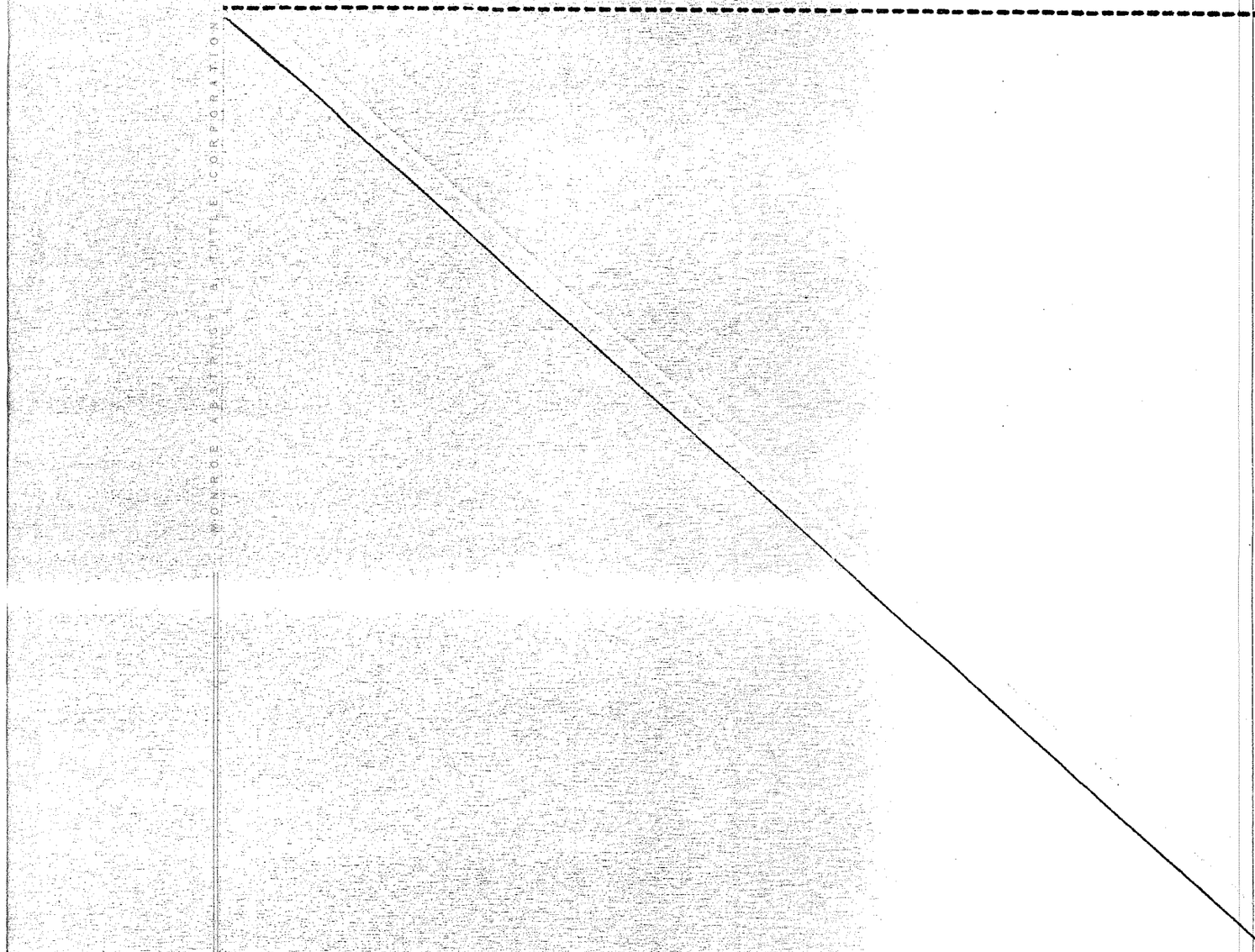
Certificate of Merger dated October 29, 1979 and filed December 10, 1979 merges C. H. Stuart, Inc. a New York Corporation into C. H. Stuart, Inc., a Delaware Corporation.

Certified Copy from Secretary of State of the State of Delaware dated April 16, 1982 and filed herein April 28, 1982 states that a restated Certificate was filed with the office of the Secretary of State of the State of Delaware on January 20, 198

Copy of restated Certificate shows that the name of said Corporation is Sarah Coventry, Incorporated and is made pursuant to an Order of the United States Bankruptcy Court for the Western District of New York under Chapter 11.

Application of C. H. Stuart, Inc. to do business in New York State dated November 21, 1979 filed herein December 21, 1979.

Amendment of Application to do business dated February 23, 1982 and filed herein April 22, 1982 is to change the name of C. H. Stuart, Inc. to Sarah Coventry, Incorporated, A Delaware Corporation.



24. C. H. Stuart, Inc., D. I. P.

TO

Trefoil Capital Corporation
10 Penn Plaza
250 West 34 Street
New York, New York

FINANCING STATEMENT

#81-1819

Filed September 4, 1981

Covers: Equipment, accounts, etc.

Real Estate: All property owned by C. H. Stuart, in Newark, N. Y. at North Main Street: 140 Harrison Street, Van Buren Street; Route 88 South.

NOTE: Assignment of the above statement from Trefoil Capital Corporation to Johnson Matthey Investments, Inc., 4 Malin Road, Malvern, PA. Filed January 28, 1982. Release of property on North Main Street from the above statement filed June 1, 1982.

---

25. Sarah Coventry, Incorporated
by Gerald E. Sauter, V.P.

TO

Rodney J. Graybill
101 West Maple Avenue
Newark, New York

WARRANTY DEED

Dated	June 17, 1985
Ack.	June 17, 1985
Rec.	July 2, 1985 at 2:55 P.M.
Liber	792 of Deeds at page 144
Cons.	$1.00

Conveys: Together with other property, same premises described at Ab. Nos. 2 and 9.

Being premises described in Deed at Ab. Nos. 2 and 9.

Revenue Stamps: $1500.00

MONROE ABSTRACT & TITLE CORPORATION

26. Chase Lincoln First Bank, N.A.
by Roger A. Odell, V.P.

TO

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 26, 1985
Ack. June 26, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 128
Cons. $1.00

Recites the Mortgage recorded in Liber 448 at page 285 and Liber 453 at page 471 and releases from the lien of said Mortgages, the following described property: together with other property, same premises as described at Ab. Nos. 2 and 9.

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27. U.S. Department of Commerce,
Economic Development Administration
by Michael Oberlitner, Director

to

Sarah Coventry, Incorporated
(successor to C.H. STUART, INC.)

RELEASE OF MORTGAGE

Dated June 21, 1985
Ack. June 21, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 136
Cons. $1.00

Recites the Mortgage recorded in Liber 453 at page 513 and releases from the lien of said Mortgage, the following described property:

Together with other property; same premises as described at Ab. Nos. 2 and 9.

DR7889—6R—1-31-69—2000

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including the date April 6, 1949 for premises at Abst. No. 2 and from and including February 10, 1967 for premises at Abst. No. 9. to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

SILVER COUNSELORS, INC.

C.H. STUART & CO., INC.

which appear to affect the premises, or any part thereof, described in Abst. Nos. 2 and 9.

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

11 NUMBERS

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Conditional Sale Contract of Chattels affixed to Real Property indexed during the last 3 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 25th day of November, 1970, at 8:59 o'clock A.M.

MONROE ABSTRACT & TITLE CORPORATION, by

Robert M. Gorman
Authorized Officer

No. 19,359

Abstracted by Richard S. Gorman

28. BARGAIN AND SALE DEED

Rodney J. Graybill
TO
Graybill Real Estate, LLC

Instrument Date:	12-21-1998
Acknowledged Date:	12-21-1998
Record Date:	12-21-1998
Instrument Location:	Liber 959 of Deeds; Page 877

Conveys: with other property, SEE PERTINENT PORTION OF INSTRUMENT ATTACHED

BARGAIN AND SALE DEED

THIS INDENTURE, made the 21st day of December, 1998

BETWEEN RODNEY J. GRAYBILL, residing at 417 Grace Avenue, Newark, New York 14513, and _____, party of the first part,

And GRAYBILL REAL ESTATE, LLC a New York limited liability company, having offices at 101 West Maple Avenue, Newark, New York 14513, party of the second part,

WITNESSETH, that the party of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all easements, agreements, liens restrictions, covenants, and encumbrances of record.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Rodney J. Graybill

955 955

STATE OF NEW YORK)
COUNTY OF_) SS.:

On the 21 day of November 1998, before me came **RODNEY J. GRAYBILL**, to me known to be the individual described in and who executed to foregoing instrument, and acknowledged that he executed the same.

Judy E. Jarzynka
Notary Public

JUDY E. JARZYNKA
NOTARY PUBLIC, State of New York
No. 04JA5062739
Qualified in Wayne County
My Commission Expires July 28, 1999

liber 959 page 851

132 Harrison Street
36111-18-386169 (792,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1, 1903 and recorded in Wayne County Clerk's Office on April 2, 1903, in Liber 193 of Deeds at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the eastery part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E, his wife, to Reed Manufacturing Company by deed dated October 1, 1902 and recorded in Wayne County Clerk's Office October 3, 1902 in Book 191 of Deeds at page -----.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garretson; and on the east by lands of Charles Siegrist and Siegrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one

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hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7, 1903, recorded in Wayne County Clerk's Office February 9, 1903 in Liber 192 of Deeds at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Charles Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904 and recorded in Wayne County Clerk's Office July 17, 1904 in Liber 197 of Deeds at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903 in Wayne County Clerk's Office in Liber 193 of Deeds at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land

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lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Sutart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

LIBER 959 PAGE 855
792 PAGE 148

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

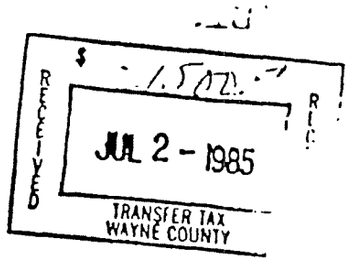
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

LIBER 959 PAGE 856 ... 792 PAGE 149

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



LIBER 792 PAGE 150

LIBER 959 PAGE 857

29. NOTE

This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

********** END OF PAGE **********

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 28** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collectors Bonds, Criminal Surety Bond, Deeds, Delinquent Tax List, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Index, Mortgages (including Assignments), Orders Appointing Receivers, Orders in Bankruptcy, indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **7-2-1985** to the date of this Certificate.

2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.

4. It found the matters set forth in the Abstract at **Set-Outs 28 through 29;** said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.

5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.

6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **23rd day of December, 2021 at 8:59 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Reeson

Authorized Officer

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY.**

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other.
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

STEWART TITLE INSURANCE COMPANY

12 WILLIAM STREET
LYONS, NY 14489
PHONE (315) 946-9181 FAX (315) 946-1474

GUARANTEED TAX SEARCH

ABSTRACT NO. 81189364 ORDER NO. 81189364

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	GRAYBILL REAL ESTATE, LLC
TAX ACCOUNT NO:	68111-18-416166
STREET ADDRESS:	132 HARRISON ST
MUNICIPALITY:	542001 - NEWARK
SCHOOL DISTRICT:	542001 - NEWARK CENTRAL
PROPERTY CLASS:	464
ROLL YEAR	2021
LAND ASSESSED VALUE:	$ 71,500.00
TOTAL ASSESSED VALUE:	$ 425,000.00
ACREAGE:	5.31

DESCRIPTION OF TAX OR ASSESSMENT:

2021 County Taxes $5,386.34 Paid

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.

NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: December 23, 2021 By Mark E. Reeson

Authorized Officer

MA 932 5M

20,844 1

Monroe Abstract & Title Corporation

ROCHESTER, N. Y.

A Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective periods of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
EDWARD J. LIBBERT	Jan.1,1953	To Date
EDITH LIBBERT	Same	Same

In Witness Whereof the MONROE ABSTRACT & TITLE CORPORATION has caused these presents to be signed by its duly authorized officer this 16th day of July 1973 at 8:59 A. M.

MONROE ABSTRACT & TITLE CORPORATION

No. 80640

By P D Moran
Authorized Officer

Continued and certified against names of EDWARD J. LIBBERT; EDITH LIBBERT from 7/16/73 to 7/31/73; C. H. STUART & CO., INC.; C. H. STUART, INC.; from 7/26/73 to DATE; SARAH COVENTRY, INC. from 2/23/82 TO DATE AND NOTHING FOUND EXCEPT ON ATTACHED SHEET.

and re-dated SEPTEMBER 19 1983 , at 8:59 A. M.

P.D. Moran
Authorized Officer

Federal No. 80640

Federal Redated September 19, 1983 at 8:59 A. M.

1) C. H. Stuart, Inc. dba Sarah Coventry Carolyn Emmons, Hanover Distributors, Artcraft Concepts and Royalcrest fdba Gateway; Newark; Ch. XI; BK81-20331 Filed March 6, 1981.

2) Sarah Coventry dba C. H. Stuart, Inc., Carolyn Emmons, Hanover Distributors, Artcraft Concepts and Royalcrest fdba Gateway; Newark; Ch. XI BK81-20331; Filed March 6, 1981.

3) C. H. Stuart, Inc. an affiliate of Liege Inc. Merrimack N. H. Ch. XI BK81-20332 Filed March 6, 1981.

MONROE ABSTRACT & TITLE CORPORATION

No. 20,844[1]

ABSTRACT OF TITLE

TO

LOT 31, WEST SIDE BLACKMAR STREET

VILLAGE OF NEWARK

Map: G-1 Photostats Plate 12

MONROE ABSTRACT & TITLE CORPORATION

1. Frederick Hoffman and
Theresa Hoffman, his wife

to

Herman Bobrowsky
Newark, New York

WARRANTY DEED

Dated December 25, 1894
Ack. December 25, 1894
Rec. January 28, 1895

Liber 169, page 411
Cons. $1.00

Conveys: all that tract or parcel of land, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty one (31) on west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Seigrist as by reference to said map will more fully appear said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

Being the same property conveyed by Dr. Alois Seigrist and Mary Ann Seigrist, his wife, to Frederick Hoffman on the 30th day of November, 1885. Said deed being recorded in the 8th day of January, 1886 at 9 o'clock a.m. in liber 146 at page 209.

$1.65 Rev. stamps

2. Herman Bobrowsky

to

Edward J. Libbert and
Edith Libbert, husband
and wife, as tenants by the
entirety, the survivor
to take the whole
149 Dell Street
Newark, New York

WARRANTY DEED LIEN COVENANT

Dated November 16, 1940
Ack. November 16, 1940
Rec. December 9, 1940

Liber 331, page 563
Cons. $1200.00

Conveys: same premises as in Ab.no. 1 and so recites, said lot being 8 rods deep from the said street, being the same more or less.

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3. NOTE: In a deed conveying premises not certified herein, dated and recorded June 30, 1932 in liber 300 of deeds at page 266, the grantor is "Herman Bobrowsky, unmarried".

In another Deed dated March 17, 1926, recorded in liber 274 of deeds at page 480, the grantor is "Herman Bobrowsky, widower".

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4. Edward J. Libbert
Edith Libbert, his wife,

-TO-

C.H. Stuart & Co., Inc.
165 East Union Street
Newark, New York

WARRANTY DEED LIEN COVENANT

Dated July 26, 1973
Ack. July 26, 1973
Rec. July 31, 1973
at 1:59 P.M.
Liber 662 of Deeds at page 701
Cons. $1.00 etc.

Conveys: Same Premises as in Abst. No. 2 and so recites.

$18.70 Rev. Stamps

MONROE ABSTRACT & TITLE CORPORATION

5.

In the Matter

Of

Emmons & Company

CERTIFICATE OF INCORPORATION

Dated December 24, 1903
Filed January 4, 1904

File No. 424

Purposes - None given

Duration: 50 years.

Certificate of extension of purposes and powers dated April 29, 1949 and filed June 1, 1949 gives the said corporation among other things the power to acquire, own, mortgage, pledge and sell - real property.

Certificate of extension of existence dated April 29, 1949 and filed June 1, 1949 makes the duration of said corporation perpetual.

Certificate of change of name dated March 21, 1951 and filed April 13, 1951 changes the name of said corporation to Sarah Coventry, Inc.

MONROE ABSTRACT & TITLE CORPORATION

6.

In the Matter of New Sarah, Inc.

CERTIFICATE OF INCORPORATIO

Dated February 19, 1971
Filed May 28, 1971

File No. 2262

Purposes: Among other things to purchase, own, mortgage, sell or transfer real property.

Certificate of merger dated June 25, 1971 and filed December 1, 1971 merges Sarah Coventry, Inc. and New Sarah, Inc. the surviving corporation is New Sarah, Inc.

And Amendment to be made in the Certificate of Incorporation of New Sarah, Inc. is that its name is to be changed to Sarah Coventry, Inc.

Certificate of Merger of Sarah Coventry, Inc. into C. H. Stuart, Inc. dated August 30, 1977 filed October 17, 1977 (File No. 422)

7.

In the Matter of C. H. Stuart, Inc.

CERTIFICATE OF INCORPORATION

Dated May 10, 1924
Filed May 16, 1924

File No. 850

Purposes: Among other things, to purchase, own, hold and to sell real property.

Duration: Perpetual.

Certificate of Amendment dated June 24, 1974 and filed August 8, 1974 changes the name to C. H. Stuart, Inc.

Certificate of Merger dated October 29, 1979 and filed December 10, 1979 merges C. H. Stuart, Inc. a New York Corporation into C. H. Stuart, Inc., a Delaware Corporation.

Certified Copy from Secretary of State of the State of Delaware dated April 16, 1982 and filed herein April 28, 1982 states that a restated Certificate was filed with the office of the Secretary of State of the State of Delaware on January 20, 198

8. C. H. Stuart, Inc., D. I. P.

TO

Trefoil Capital Corporation
1 Penn Plaza
250 West 34 Street
New York, New York

FINANCING STATEMENT

#81-1819

Filed September 4, 1981

Covers: Equipment, accounts, etc.

Real Estate: All property owned by C. H. Stuart, in Newark, N. Y. at North Main Street: 140 Harrison Street, Van Buren Street; Route 88 South.

NOTE: Assignment of the above statement from Trefoil Capital Corporation to Johnson Matthey Investments, Inc., 4 Malin Road, Malvern, PA. Filed January 28, 1982, Release of property on North Main Street from the above statement filed June 1, 1982.

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9. Sarah Coventry, Incorporated
by Gerald E. Sauter, V.P.

TO

Rodney J. Graybill
101 West Maple Avenue
Newark, New York

WARRANTY DEED

Dated	June 17, 1985
Ack.	June 17, 1985
Rec.	July 2, 1985 at 2:55 P.M.
Liber	792 of Deeds at page 144
Cons.	$1.00

Conveys: Together with other property, same premises as described at Ab. No. 1.

Being premises described at Ab. No. 4.

Revenue Stamps: $1500.00

MONROE ABSTRACT & TITLE CORPORATION

10. Chase Lincoln First Bank, N.A.
by Roger A. Odell, V.P.

TO

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 26, 1985
Ack. June 26, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 128
Cons. $1.00

Recites the Mortgage recorded in Liber 448 at page 285 and Liber 453 at page 471 and releases from the lien of said Mortgages, the following described property: together with other property, same premises as described at Ab. No. 1.

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11. U.S. Department of Commerce,
Economic Development Administration
by Michael Oberlitner, Director

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 21, 1985
Ack. June 21, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 136
Cons. $1.00

Recites the Mortgage recorded in Liber 453 at page 513 and releases from the lien of said Mortgage, the following described property: together with other property; same premises as described at Ab. No. 1.

MONROE ABSTRACT & TITLE CORPORATION

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including

the date December 25, 1894

to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

HERMAN BOBROWSKY

EDWARD J. LIBBERT

EDITH LIBBERT

which appear to affect the premises, or any part thereof, described in Ab.no.2

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

3 NUMBERS

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 11th day of July, 19 73, at 8:59 o'clock A.M.

MONROE ABSTRACT & TITLE CORPORATION, by

Robert M. Gorman

Authorized Officer

No. 20,844[1]

Abstracted by Richard S. Gorman

12. BARGAIN AND SALE DEED

Rodney J. Graybill
TO
Graybill Real Estate, LLC

Instrument Date:	12-21-1998
Acknowledged Date:	12-21-1998
Record Date:	12-21-1998
Instrument Location:	Liber 959 of Deeds; Page 877

Conveys: with other property, SEE PERTINENT PORTION OF INSTRUMENT ATTACHED

BARGAIN AND SALE DEED

THIS INDENTURE, made the 21st day of December, 1998

BETWEEN RODNEY J. GRAYBILL, residing at 417 Grace Avenue, Newark, New York 14513, and _____, party of the first part,

And GRAYBILL REAL ESTATE, LLC a New York limited liability company, having offices at 101 West Maple Avenue, Newark, New York 14513, party of the second part,

WITNESSETH, that the party of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all easements, agreements, liens restrictions, covenants, and encumbrances of record.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Rodney J. Graybill

STATE OF NEW YORK)
COUNTY OF_) SS.:

On the 21 day of December 1998, before me came **RODNEY J. GRAYBILL**, to me known to be the individual described in and who executed to foregoing instrument, and acknowledged that he executed the same.

Judy E. Jarzynka
Notary Public

JUDY E. JARZYNKA
NOTARY PUBLIC, State of New York
No. 04JA5062739
Qualified In Wayne County
My Commission Expires July 28, 1999

959 PAGE 351

132 Harrison Street
36111-18-386169 (792,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1, 1903 and recorded in Wayne County Clerk's Office on April 2, 1903, in Liber 193 of Deeds at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the eastery part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E, his wife, to Reed Manufacturing Company by deed dated October 1, 1902 and recorded in Wayne County Clerk's Office October 3, 1902 in Book 191 of Deeds at page -----.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garretson; and on the east by lands of Charles Siegrist and Siegrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one

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hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7, 1903, recorded in Wayne County Clerk's Office February 9, 1903 in Liber 192 of Deeds at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Charles Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904 and recorded in Wayne County Clerk's Office July 17, 1904 in Liber 197 of Deeds at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903 in Wayne County Clerk's Office in Liber 193 of Deeds at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land

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lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

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ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

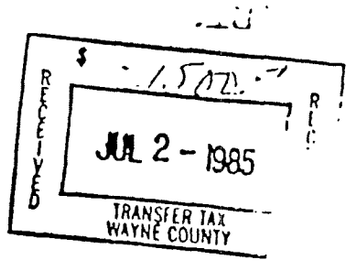
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

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ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



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13. NOTE

This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

********** END OF PAGE **********

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 12** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collectors Bonds, Criminal Surety Bond, Deeds, Delinquent Tax List, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Index, Mortgages (including Assignments), Orders Appointing Receivers, Orders in Bankruptcy, indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **7-2-1985** to the date of this Certificate.

2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.

4. It found the matters set forth in the Abstract at **Set-Outs 12 through 13;** said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.

5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.

6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **23rd day of December, 2021 at 8:59 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E Reeson

Authorized Officer

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY.**

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other.
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

STEWART TITLE INSURANCE COMPANY

12 WILLIAM STREET
LYONS, NY 14489
PHONE (315) 946-9181 FAX (315) 946-1474

GUARANTEED TAX SEARCH

ABSTRACT NO. 81189369 ORDER NO. 81189369

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	GRAYBILL REAL ESTATE, LLC
TAX ACCOUNT NO:	68111-18-416166
STREET ADDRESS:	132 HARRISON ST
MUNICIPALITY:	542001 - NEWARK
SCHOOL DISTRICT:	542001 - NEWARK CENTRAL
PROPERTY CLASS:	464
ROLL YEAR	2021
LAND ASSESSED VALUE:	$ 71,500.00
TOTAL ASSESSED VALUE:	$ 425,000.00
ACREAGE:	5.31

DESCRIPTION OF TAX OR ASSESSMENT:

2021 County Taxes $5,386.34 Paid

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.

NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: December 23, 2021

By Mark E. Reeson

Authorized Officer

4078

Monroe Abstract & Title Corporation

ROCHESTER, N. Y.

A Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective periods of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
GEORGE MILLS	Jan.1,1953	Feb.7,1955
FRANK MILLS	Same	March 22,1956
RAYMOND MILLS	Same	April 30,1956
EDWARD O. MILLS	Feb.7,1955	Sept.20,1956
HAROLD J. STILES,AS EXECUTOR	April 30,1956	Same
JOHN DRUMMOND	Sept.20,1956	To Date

In Witness Whereof the MONROE ABSTRACT & TITLE CORPORATION has caused these presents to be signed by its duly authorized officer this 16th day of July 1973 at 8:59 A.M.

MONROE ABSTRACT & TITLE CORPORATION

No. 80641

By P. D. Monroe
Authorized Officer

Continued and certified against names of JOHN DRUMMOND from 7/16/73 to 7/31/73; C. H. STUART & CO., INC.; C. H. STUART, INC. from 7/31/73 to DATE; SARAH COVENTRY, INC. from 2/23/82 TO DATE AND NOTHING FOUND EXCEPT ON ATTACHED SHEET.

and re-dated SEPTEMBER 19 83, at 8:59 A. M.

P. D. Monroe
Authorized Officer

Verified Transcript of Death 131 Williamson Law Book Co., Rochester, N. Y.

A Verified Transcript from the Register of Death

Name of Deceased Ada Mills

Date of Death July (Month) 29 (Day) 1935 (Year) Register No. 51

Place of Death Newark (106 Blackmar St)

Length of Stay In Town, City or Village 45 years

Race or Color White Sex Female

Single ..... Married ..... Widowed ✓ Divorced .....

Age: Years about 83 Months ..... Days

Social Security No. .....

War Veteran (if yes, what war) .....

Occupation Housework

Birthplace Alton - New York

Citizen of What Country U.S.

Father's Name Charles Shannon

Mother's Maiden Name Julia Ward

Cause of Death	Interval Between Onset and Death
A. Cerebral Arteriosclerosis	8 yrs
B.	
C.	

Medical Attendance or other Attendant James L. Davis

Undertaker Harry W. Parker

Place of Burial Newark

I hereby solemnly attest that this is a true transcript from the Register of Deaths kept in the Village of Newark

County of Wayne State of New York

Dated at Newark the 7 day of Feb., 1936

(Signed) Harry D. Babcock

(Official) Clerk Registrar

No. 4078[1]

ABSTRACT OF TITLE

TO

Lot 30 Siegrist Subdivision West side Blackmer Street

Village of Newark

G 1 of Maps, Plate 72

MONROE ABSTRACT & TITLE CORPORATION

1. Ella B. Winnegar
signs Ella B. Winegar

to

Mrs. Ada Mills
Newark, New York

WARRANTY DEED

Dated November 27, 1903
Cons. $1,400.00
Acknd. November 27, 1903
Rec. December 8, 1903
Liber 194 page 568

Conveys: Land, situate in the Village of Newark County of Wayne and State of New York, and known and distinguished as lot number thirty (30) on the west side of Blackmar street according to a map of part of said Siegrist lands made by L. H. Clark and filed in Wayne County Clerk's Office. Bounded east by the center of Blackmar Street; North by lot number thirty one (31) now owned by Herman Bobrowsky according to said map; west by lands formerly owned by Dr. Alois Siegrist; and south by lots number twenty eight and twenty nine (28 and 29) according to said map, formerly belonging to Stephen McGauley, said lot number thirty (30) being four rods in width throughout and extending westerly from the center of Blackmar Street nine and one half ($9\frac{1}{2}$) rods in depth, and being the same premises conveyed to the said Ella B. Winnegar by Henry Allison, by Deed dated Mar. 22, 1898 and recorded in Wayne County Clerk's Office Mar. 28, 1898 in Book 179 of Deeds at page 435.

except

NOTE: Warrants his wife one mortgage of $900.00 now on said place given to Orrin W. C. Miller which the said Mills assumes and agrees to pay as part of the purchase price of said premises.

NOTE: A mortgage from first party to Orrin W. C. Miller to secure $900.00 recorded April 2, 1902 in Liber 129 page 231, and covering the above described premises, is discharged of record.

2.

WAYNE COUNTY SURROGATE OFFICE

In the Matter *
of * File #3082
Ada Mills *

Petition of Harry W. Parker for Letters of Administration filed January 27, 1936 shows the death of Ada Mills on July 29, 1935, intestate, leaving her surviving the following heirs at law:

George Mills, son
Frank Mills son
Raymond Mills son

Said petition is the only paper filed in said estate.

3.

WAYNE COUNTY SURROGATE OFFICE

ADMINISTRATION
File #E305

In the Matter *
of *
George Mills *

Verified petition of Edward O. Mills shows the death of George Mills on February 7, 1955, intestate, leaving him surviving the following heirs at law:

Edward O. Mills, son

That decedent was at one time married to Florence Price Mills; upon information and belief that decedent and said Florence Price Mills were divorced and she married one, William Vanderpool, on or about April 12, 1921, and was thereafter known as Florence Vanderpool; that said Florence Vanderpool was certified to Rochester State Hospital on July 28, 1949, but that no committee has been appointed for her, upon information; upon information and belief that said Florence Vanderpool is not the widow or

MONROE ABSTRACT & TITLE CORPORATION

distributee of decedent.

Oath of Administration March 7, 1955.

Bond of Administration filed March 15, 1955.

Letters of Administration issued March 15, 1955 to Edward O. Mills.

4.

WAYNE COUNTY SUPREME COURT		JUDGMENT
		Filed &Docketed
Carl W. Fisher R. D. Newark, New York	*	June 27, 1953
vs.	*	$304.75
George S. Mills Arcadia, New York	*	Robert L. Purchase, attorney

Case #20440

MONROE ABSTRACT & TITLE CORPORATION

5.

SURROGATE COURT WAYNE COUNTY

****

In the Matter of the Sale of * File E-305
the Real Property owned by *
George Mills, Deceased, *
for the Payment of Debts, etc.*

****

Verified Petition of Edward O. Mills dated May 19, 1956 shows that decedent died seized of an undivided 1/3 interest in real property located at 106 Blackmar Street, Newark, New York, described as follows: same Premises as Ab. No. 1 and that the petitioner has contracted with John Drummond to sell said property, subject to the approval of the court; contract annexed

Citation issued May 22, 1956 to Florence Vanderpool, London and Lancashire Indemnity Company of America and Arthur G. Schulz and that Howard E. Marshall,Jr. be served on behalf of Florence Vanderpool - returnable June 12, 1956

Waiver of London and Lancashire Indemnity Company filed

Affidavits of service show personal service on

Howard E. Marshall,Jr.	May 22, 1956 at Lyons
Arthur G. Shulz	May 23, 1956 at Newark
Florence Vanderpool	May 25, 1956 at Rochester State Hospital
C. F. Terrence, M.D.	May 25, 1956 the Director of Rochester State Hospital

Admission of Service by the Attorney general and demand for service of all papers filed June 1, 1956.

Order granted June 12, 1956 appoints Howard E. Marshall,Jr. Special Guardian of the incompetent Florence Vanderpool

Order granted June 26, 1956 directs sale to John Drummond according to the contract and that George Mills, as Administrator and executor execute and deliver a deed.

Transfer Tax Schedules list 1/3 interest in premises described in Ab. No. 1.

Also other lands.

A "No Tax" Order granted July 24, 1956.

MONROE ABSTRACT & TITLE CORPORATION

6. SURROGATE COURT WAYNE COUNTY

****

DEPOSITION AND ORDER

In the Matter of the Appraisal *
of the Estate of Frank Mills, *
Deceased. *
Under Article 10 C of the Tax Law *

****

Deposition of Edward O. Mills sworn to July 23, 1956 shows that Frank Mills died intestate March 22, 1956 leaving him surviving as the only persons having an interest in his estate.

Edward O. Mills - the deponent - a nephew
Ray Mills (since deceased) - a brother

And lists a 1/3 interest in premises described in Ab. No. 1.

Also other lands.

A "No Tax" Order granted July 24, 1956.

MONROE ABSTRACT & TITLE CORPORATION

7. WAYNE COUNTY SURROGATE COURT

****

Dated Feb. 29, 1956
Proved May 1, 1956
File E 686

Will *
of *
Ray Mills *

****

First. I direct that all my just debts and funeral and administration expenses be paid.

Second: I direct my executor, hereinafter named, to cause an appropriate monument to be placed on the Mills Lot in the East Newark Cemetery as well as appropriate headstones at my grave, the grave of my brother Frank Mills, the grave of my brother George Mills the grave of my brother Edward Mills, the grave of my father Mason Mills, and the grave of my mother Ada Mills.

Third: I give, devise and bequeath all the rest, residue and remainder of my property, both real and personal and wheresoever situated, of which I shall die seized or possessed or to which

I shall be entitled, or over which I shall have any power of testamentary disposition or appointment to my brother Frank Mills, if he survives me, the same to be his absolutely, and if he predeceases me, the same to be his absolutely and if he predeceases me then to my nephew Edward Mills, the same to be his absolutely.

Lastly, I hereby appoint Harold J. Stiles, Attorney at Law, Newark, New York, Executor of this, my last Will and Testament, with full power and authority to sell and convey, lease or mortgage real estate; hereby revoking all former wills by me made. I direct that my aforesaid Executor be permitted to qualify to serve as such executor in any jurisdiction without furnishing a bond or other security.

Verified Petition of Harold J. Stiles dated April 30, 1956 shows that Ray Mills died testate April 30, 1956 leaving him surviving no wife and as his only heir-at-law and next of kin or distributee

Edward Mills - nephew- of full age and of sound mind - Waiver filed

Depositions of Subscribing Witnesses filed May 1, 1956

Decree of Probate granted May 1, 1956

Transfer Tax Schedules lists an undivided 1/2 in premises described in Ab. No. 1.

ALSO OTHER LANDS.

Order granted July 24, 1956 fixes transfer tax at $53.17

County Treasurer Records show transfer tax being $50.51 paid July 24, 1956.

MONROE ABSTRACT & TITLE CORPORATION

8. In the Matter of Judgment

-vs-

George S. Mills

AFFIDAVIT

Sworn to July 31, 1956
Recorded Sept. 20, 1956 at 3 P.M.
Liber 14 Miscellaneous Records page 174.

Carl W. Fisher, of R.D., Newark, New York, being duly sworn deposes and says:

1. That he holds a judgment against George S. Mills of the Town of Arcadia, County of Wayne and State of New York, in an action in Supreme Court, Wayne County, said judgment being docketed in the Wayne County Clerk's office on June 27, 1953 and being in the amount of $283.55 damages and $21.20 costs, a total of $304.75.

2. That the George S. Mills against whom this judgment is held by your deponent is still living and has lived in the Town of Arcadia for some years past; that said George S. Mills is not the same person as one George Mills who resided for many years at 106 Blackmar Street, Newark, New York and died on February 7, 1955.

3. That you deponent is informed that the last mentioned George Mills who resided at 106 Blackmar Street, Newark, New York and died on February 7, 1955 possessed an interest in both premises at 106 Blackmar Street, Newark, New York and other premises situate on Cooper Street in the Village of Newark, New York; that the above mentioned judgment does not constitute a lien against either the Blackmar Street or Cooper Street premises above mentioned inasmuch as the George Mills who owned an interest in those premises was a different person from the George S. Mills against whom your deponent holds the above mentioned judgment.

MONROE ABSTRACT & TITLE CORPORATION

9. Edward O. Mills, individually and as Administrator of the goods, Chattels and Credits of George Mills, deceased

To

John Drummond,
No. 123 East Miller Street
Newark, New York

WARRANTY DEED LIEN COVENANT

Dated Sept. 20, 1956
Ack. Sept. 20, 1956
Rec. Sept. 20, 1956 at 3P.M.
Liber 446, page 61
Cons. $4,000.00

Conveys: all THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and des-

cribed as follows: Beginning at an iron pipe set on the West line of Blackmar Street in the NorthEast corner of lands of Philip DePauw; running thence N. 80° 36' W. along the North line of lands of Philip DePauw and lands of H.E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the East line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S. 80° 36' E along the South line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a iron pipe set on the West line of Blackmar Street; thence S. 8° 46' W. along the West line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

Being the same premises conveyed to Mrs. Ada Mills by Ella B. Winnegar (or Winegar) by deed dated November 27, 1903 and recorded in Wayne County Clerk's Office on December 8, 1903 in Liber 194 of Deeds at page 568.

$4.40 Rev. Stamps

Note: Map referred to in this instrument is filed Pigeonhold C-3.

MONROE ABSTRACT & TITLE CORPORATION

---

10. Harold J. Stiles, as Executor of the Last Will and Testament of Ray Mills, deceased

-TO-

John Drummond
No. 123 East Miller Street
Newark, New York

QUIT CLAIM DEED

Dated Sept. 20, 1956
Ack. Sept. 20, 1956
Rec. Sept. 20, 1956 at 3 P.M.
Liber 446, page 63
Cons. $1.00 and other good and valuable consideration

Conveys: Same Premises as Ab. No. 9.

11. John Drummond

To

Ray R. Radder and
Ida M. Radder, his wife,
Town of Arcadia, New York,
as joint tenants, the survivor
to take the whole

DISCHARGED Oct. 9, 1964 MONROE ABSTRACT & TITLE CORP. Robert M. Yo... Authorized Officer

MORTGAGE

Dated Sept. 20, 1956
Ack. Sept. 20, 1956
Rec. Sept. 20, 1956
at 3 P.M.
Liber 289, page 78
To secure: $2,000.00

Covers: same Premises as Ab. No. 9.

- - - -

14. In the Matter
Of
Let

CERTIFICATE OF INCORPORATION
Dated February 19, 1971

13. In the Matter
Of
Emmons & Company

CERTIFICATE OF INCORPORATION
Dated December 24, 1903
Filed January 4, 1904
File No. 424

Purposes - None given

Duration: 50 years.

Certificate of extension of purposes and powers dated April 29, 1949 and filed June 1, 1949 gives the said corporation among other things the power to acquire, own, mortgage, pledge and sell - real property.

Certificate of extension of existence dated April 29, 1949 and filed June 1, 1949 makes the duration of said corporation perpetual.

Certificate of change of name dated March 21, 1951 and filed April 13, 1951 changes the name of said corporation to Sarah Coventry, Inc.

MONROE ABSTRACT & TITLE CORPORATION

18. Chase Lincoln First Bank, N.A.

by Roger A. Odell, V.P.

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated	June 26, 1985
Ack.	June 26, 1985
Rec.	July 2, 1985 at 2:55 P.M.
Liber	792 of Mtgs. at page 128
Cons.	$1.00

Recites the Mortgage recorded in Liber 448 of Mtgs. at page 285 and Liber 453 at page 471 and releases from the lien of said Mortgages, the following described property: Together with other property, same premises as described at Ab. No. 9.

---

19. U.S. Department of Commerce,
Economic Development Administration
by Michael Oberlitner, Director

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated	June 21, 1985
Ack.	June 21, 1985
Rec.	July 2, 1985 at 2:55 P.M.
Liber	792 of Mtgs. at page 136
Cons.	$1.00

Recites the Mortgage recorded in Liber 453 at page 513 and releases the lien of said Mortgage, the following described property:

Together with other property; same premises as described at Ab. No. 9.

DP -2M—7-11-55—W1

MONROE ABSTRACT & TITLE CORPORATION,

a corporation organized under the Laws of the State of New York, hereby certifies that upon examination by it of the general alphabetical indices to the records in the office of the Clerk of Wayne County, as against the persons hereinafter named, during the period set opposite the name of each respectively, for Deeds, Mortgages, Assignment of Mortgages, Contracts, Powers of Attorney, Leases, General Assignments, Insolvent's Assignments, Wills, Foreclosure by Advertisement, Notices of Pendency of Actions, Sheriff's Certificates of Sale, Orders Appointing Receivers, Contracts for Conditional Sales, Collector's Bonds, Mechanics' Liens, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetencies, Public Welfare Liens, Federal Tax Liens, which appear to affect the title to the lands and premises particularly described or referred to in Abstract No. 1 it finds nothing except as above herein stated and set forth, executed by and appearing against:

NAME OF PERSONS		PERIODS OF TIME
Ada Mills	From	Nov. 27, 1903 to Feb. 17, 1956
George Mills	From	July 29, 1935 to " " "
Frank Mills	From	" " " to " " "
RaymondMills	From	" " " to " " "
Edward O. Mills	From	Feb. 7, 1955 to Feb. 17, 1956
Florence Price Mills or	From	
Florence Vanderpool	From	" " " to " " "
	From	
	From	
	From	
	From	
	From	
	From	
	From	
	From	
	From	

And no judgments or Transcript of Judgments docketed against

NAME OF PERSONS		PERIODS OF TIME
George Mills	From	Feb. 17, 1946 to Feb. 7, 1955
Frank Mills	From	" " " to Feb. 17, 1956
Raymond Mills	From	" " " to " " "
Edward O. Mills	From	" " " to " " "
Florence Price Mills or	From	
Florence Vanderpool	From	" " " to " " "
	From	
	From	
	From	
	From	
	From	
	From	

Search ... and ... this ... 20 ... September 6 ... 3 P. ... s.8thrull Added
Robert M. Gorman

except as above stated.

No. 4078[1]

WITNESS the Corporate Seal of said Corporation and signature of an Authorized Officer this 17th day of February, 19 56, at 8:59 o'clock A M. 4 Nos.

MONROE ABSTRACT & TITLE CORPORATION

By Robert M. Gorman
Authorized Officer.

Search Continued and Redated this 24 day of July 1956 At 8:59 A. M. Nos.5,6,& 7 Added
MONROE ABSTRACT & TITLE CORP.
By Robert M. Gorman
Authorized Officer

Continued by C. Mary Hallinan and certified against names of
John Drummond; and nothing added

and re-dated July 3, 1973, at 8:59 A.M. and re-issued.

Robert M. Gorman Assistant Vice-President

Continued by Roberta T.Gorman for Ab. No. 12 only and certified against names of
John Drummond; and No. 12 added

and re-dated July 31, 1973, at 11:29 A.M. and re-issued.

Robert M. Gorman Assistant Vice-President

Continued by Michael Gorman for prem. @ #9 and certified against names of
C. H. Stuart & Co., Inc.; C. H. Stuart, Inc.; Sarah Coventry, Inc.
and Abst. #'s 13-16 incl. added.

and re-dated September 26th, 1983, at 8:59 A.M. and re-issued.

Robert M. Gorman Assist. Vice-President

Continued by Patricia H. Youngman and certified against names of
C. H. Stuart, Inc.; Sarah Coventry, Incorporated; AND NOTHING ADDED.

and re-dated April 30th, 1985, at 8:59 A.M. and re-issued.

Michael Gorman Asst. Vice-President

Continued by Michael Gorman for premises at #9 and certified against names of
C. H. STUART, INC.; SARAH COVENTRY, INCORPORATED; and Nos. 17, 18 and 19 added

and re-dated July 2, 1985, at 2:55 P.M. and re-issued.

Michael P. Gorman Asst. Vice-President

Continued by and certified against names of

and re-dated , 19 , at M. and re-issued.

President

20. BARGAIN AND SALE DEED

Rodney J. Graybill
TO
Graybill Real Estate, LLC

Instrument Date:	12-21-1998
Acknowledged Date:	12-21-1998
Record Date:	12-21-1998
Instrument Location:	Liber 959 of Deeds; Page 849

Conveys: with other property, SEE PERTINENT PORTION OF INSTRUMENT ATTACHED

BARGAIN AND SALE DEED

THIS INDENTURE, made the 21st day of December, 1998

BETWEEN RODNEY J. GRAYBILL, residing at 417 Grace Avenue, Newark, New York 14513, and _____, party of the first part,

AND GRAYBILL REAL ESTATE, LLC a New York limited liability company, having offices at 101 West Maple Avenue, Newark, New York 14513, party of the second part,

WITNESSETH, that the party of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all easements, agreements, liens restrictions, covenants, and encumbrances of record.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Rodney J. Graybill

RECD 9:53 AM 850

STATE OF NEW YORK)
COUNTY OF_) SS.:

On the 21 day of December 1998, before me came **RODNEY J. GRAYBILL**, to me known to be the individual described in and who executed to foregoing instrument, and acknowledged that he executed the same.

Judy E. Jarzynka
Notary Public

JUDY E. JARZYNKA
NOTARY PUBLIC, State of New York
No. 04JA5082739
Qualified in Wayne County
My Commission Expires July 28, 1999

liber 959 page 851

132 Harrison Street
36111-18-386169 (92,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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LIBER 792 PAGE 145

SCHEDULE "A"

of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1, 1903 and recorded in Wayne County Clerk's Office on April 2, 1903, in Liber 193 of Deeds at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the eastery part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E, his wife, to Reed Manufacturing Company by deed dated October 1, 1902 and recorded in Wayne County Clerk's Office October 3, 1902 in Book 191 of Deeds at page -----.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garretson; and on the east by lands of Charles Siegrist and Siegrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one

lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Sutart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

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ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

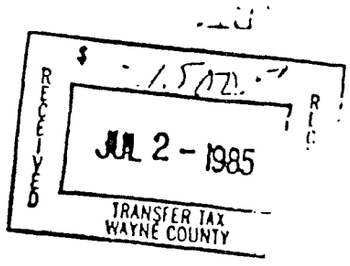
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

LIBER 959 PAGE 856 ... 792 PAGE 149

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



LIBER 959 PAGE 857

LIBER 792 PAGE 150

21. NOTE

This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

********** END OF PAGE **********

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 20** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collectors Bonds, Criminal Surety Bond, Deeds, Delinquent Tax List, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Index, Mortgages (including Assignments), Orders Appointing Receivers, Orders in Bankruptcy, indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **7-2-1985** to the date of this Certificate.

2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.

4. It found the matters set forth in the Abstract at **Set-Outs 20 through 21;** said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.

5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.

6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **23rd day of December, 2021 at 8:59 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Reeson

Authorized Officer

Order number: 81189369

Certificate number: 81189369

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY.**

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other.
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

STEWART TITLE INSURANCE COMPANY

12 WILLIAM STREET
LYONS, NY 14489
PHONE (315) 946-9181 FAX (315) 946-1474

GUARANTEED TAX SEARCH

ABSTRACT NO. 21959-1 ORDER NO. 81189373

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	GRAYBILL REAL ESTATE, LLC
TAX ACCOUNT NO:	68111-18-416166
STREET ADDRESS:	132 HARRISON ST
MUNICIPALITY:	542001 - NEWARK
SCHOOL DISTRICT:	542001 - NEWARK CENTRAL
PROPERTY CLASS:	464
ROLL YEAR	2021
LAND ASSESSED VALUE:	$ 71,500.00
TOTAL ASSESSED VALUE:	$ 425,000.00
ACREAGE:	5.31

DESCRIPTION OF TAX OR ASSESSMENT:

2021 County Taxes $5,386.34 Paid

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.

NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: December 23, 2021

By Mark E. Reeson

Authorized Officer

1. Frederick Hoffman,) Warranty Deed. (Full Covenant) Dated
to) Mch. 30th, 1887. Recorded Mch. 31st, 1887
George W. Briggs.) at 9 A. M. in Book 149 of Deeds at page
) 566.

CONSIDERATION, $1250.00.

Conveys, ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, Bounded and described as follows:- Beginning at the corner of Blackmar Street and Seigrist Street being Four rods front on the South; On the East Eight rods in a northerly direction Thence West five rods; Thence South diagonally Eight rods to the place of beginning.

2. Marvin I. Greenwood, Referee,) Referee's Deed. Dated Jan. 31st.
to) 1890, Recorded April 12th, 1890
George W. Briggs.) at 11.30 A. M. in Book 159 of
) Deeds at Page 328.

CONSIDERATION, $2610.00 for one parcel, and
$1178.20 for the other.

This Reference

Conveys, ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne & State of New York, Bounded as follows:- On the South by Seigrist Street; On the west by village lot number twenty eight now owned by Stephen McGanly; North by lands now owned by Alois Seigrist Street and about six rods from North to South be the same more or less, being the same premises conveyed by Morris E. Briggs & wife to John Briggs on the 3d day of April 1886 and deed thereof bears that date & was recorded in the Wayne County Clerks office April 5, 1886 in Liber 146 of Deeds at page 426. ALSO, ALL THAT CERTAIN OTHER TRACT OR PARCEL OF LAND, lying in the north part of the town of Arcadia, in the County of Wayne, N. Y., and known as the old Hogoboom farm Bounded on the West and North by the public highway; On the

East by land formerly owned by Charles Sayles; and on the South by lands formerly of Abram Vandekan, Containing one hundred acres of land be the same more or less & being the same premises purchased by John Briggs at an administrators sale to pay the debts of Ira Greenwood 2d. deceased as will more fully appear by the records of Wayne County.

3. Alois Siegrist and Mary Ann Siegrist his wife, to George W. Briggs.) Warranty Deed. (Full Covenant).) Dated Mch. 30th, 1887. Recorded May) 23, 1894 at 8 A. M. in Book 169 of) Deeds at page 156.

CONSIDERATION, $20.00.

Conveys, ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, Beginning at the south west corner of a lot conveyed by Frederick Hoffman to said Briggs and in the North line of Siegrist Street; running thence north eight rods to land of Mrs. Barringer; Thence west one rod; Thence South along the east line of Blackmar Street Eight rods to the beginning, corner; be the same more or less; It being a Triangular piece of land with the point on Siegrist Street.

4. //

In the Matter of the last Will and Testament, of George W. Briggs, deceased. //

Will. Dated Jan. 4, # 1890. Probated Oct. # 22, 1894. Recorded # June 3rd, 1901, at 9 A. M. in Book of Deeds at page .

SAID WILL RECITES AMONG OTHER THINGS AS FOLLOWS:-

First.- After all my lawful debts are paid and discharged I give and bequeath To my Wife Mary Jane Briggs the use during her natural life of all my Real estate and Personal property.

Second, at the death of my wife all of the above named property to be divided equally between my two children viz: Elroy W. Briggs and Ida R. White.

Likewise I make, constitute and appoint my son Elroy W. Briggs to be the executor of this my last will and testament hereby revoking all former Wills by me made.

5. Elroy W. Briggs, and Mary E. Briggs, his wife, to Ida R. White.) Quit-Claim Deed. Dated Feb. 25th, 1898. Recorded Sept. 1st, 1899, at 12 M. in Book 183 of Deeds at page 439.

CONSIDERATION, $1500.00.

Conveys, the same lands and premises as described at Ab. Nos. 1, the first parcel as described at Ab. No.2; and the lands and premises as at Ab. No.3.

It hereby being intended to convey all the right, title and interest of the said Elroy W. Briggs and wife in all the real estate of which George W. Briggs died seized.

6. Ida R. White, to Fred F. Gardner.) Mortgage. Dated July 11th, 1901. Recorded July 12th, 1901, at 2 P. M. in Book 128 of Mortgages at page 149.

Discharged by Fred F. Gardner by clerk

CONSIDERATION, $500.00.

Conveys, the first parcel of the lands and premises as described at Ab. No.2.

STATE OF NEW YORK.

WAYNE COUNTY CLERK'S OFFICE.

I CERTIFY, That I have carefully examined the records remaining in said office during the period of time respectively set opposite the following person's name, and that upon such examination during the period of time aforesaid I did not find the record of any Deed of Conveyance, Leases, Homestead Exemption, Powers of Attorney or General Assignment from 1860, Insolvent Assignments, Orders appointing Trustees of Absconding Debtors, Mortgage or Original Mortgage to Loan Commissioners, for said County from 1837, purporting to have been executed by them or either of them, neither do I find any Lis Pendens, Affidavits of Foreclosure, Certificates of Sheriff's and Marshal's Sales, Collector's Bonds, Mechanic's Liens for two years last past, or appointment of Receivers from 1862, that appear to affect the title to the lands and premises particularly described and referred to in Abstract No. (5) *, being those in question, except as above and herein stated and set forth.*

NAMES OF PERSONS		PERIOD OF TIME
George H Briggs	from	Mch 30 1887 to June 3d 1901
Elroye H Briggs	"	Oct 27 1894 " Sept 1st 1899
Ida A White	"	" " " " " June 3d 1901

neither do I find, on a careful examination of the dockets in my office, any Judgments, Decrees, Transcript of Judgment and Decrees, docketed against the following named persons during the periods of time respectively set opposite their names, viz:

Elroye H Briggs	from	June 3d 1891 to Sept 1 1899
Ida A White	"	" " " " " June 3d 1901

that appear to be a lien against or chargeable upon the lands and premises in question, except as herein and above recited.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal (the seal of said county) at Lyons, this 3d *day of* June *1901*

L. D. Cuyler

Clerk of Wayne ~~County~~.

Search continued and redated this 3d day of June 1910
D C Wheeler Clerk
By Fred C Pen dep clerk

Search continued and redated this 8th day of July 1910
D C Wheeler Clerk
By Fred C Pen dep clerk

Search Continued and redated to July 12th 1901
L D Cuyler Clerk

7. Ida R. White,) Warranty Deed. Dated May 28, 1910.
to) Recorded October 17, 1910 at 9 A. M.,
Hattie Peacock and) in Book 218, of Deeds at page 592.
Belle Thorpe.)

CONSIDERATION, $1.00.

Conveys, ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, Bounded as follows; on the East by lands now owned by James O'Connor; On the South by Seigrist St.; on the west by the Village Lot Number twenty-eight (28) now owned by Stephen McGawley; on the North by lands owned by Alois Seigrist and about six rods from North to South be the same more or less. Being the same premises conveyed by Morris Briggs and wife to John Briggs on the 3rd day of April 1886 and deed thereof bearing that date and recorded in the Wayne County Clerk's office April 5th, 1886 in Liber 146 of deeds.

STATE OF NEW YORK

WAYNE COUNTY CLERK'S OFFICE

I CERTIFY, That I have carefully examined the records remaining in said office during the period of time respectively set opposite the following persons named, and that upon such examination, during the period of time aforesaid, I did not find the record of any Deed of Conveyance, Leases, Homestead Exemption, Powers of Attorney, or General Assignment from 1860, Insolvent Assignments, Orders appointing Trustees of Absconding Debtors, Mortgage, or Original Mortgage to Loan Commissioners for said county from 1837, purporting to have been executed by them or either of them; neither do I find any Lis Pendens, Affidavits of Foreclosure, Certificates of Sheriff's and Marshal's Sales, Collector's Bonds, Mechanic's Liens for two years last past, or appointment of Receivers from 1862, that appear to affect the title to the lands and premises particularly described and referred to in Abstract No.....7..... being those in question, except as above and herein stated and set forth.

NAME OF PERSONS	PERIOD OF TIME
Ida R. White	from July 8. 1910 to Oct. 17. 1910
Hattie Peacock	" May 28 " Mch. 24. 1921
Della Thorpe	" "

neither do I find, on a careful examination of the dockets in my office, any Judgments, Decrees, Transcripts of Judgment and Decrees, docketed against the following named persons during the periods of time respectively set opposite their names, viz:

Hattie Peacock	from Mch. 24. 1911 to Mch. 24. 1921
Della Thorpe	" "

that appear to be a lien against or chargeable upon the lands and premises in question except as herein and above cited.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, (the seal of said county,) at Lyons, this

....24.... *day of* ....March.... 1921.

....Chas. A. Wable....

Clerk of Wayne County

By ....Fred C. Dean....

Deputy Clerk

256-6 Abst
176-37 mlw

10. Harry Shutrum and Lulu Shutrum,his wife, to Guiseppe Bramante and Vittoria,his wife,as tenants by the entirety.) Warranty Deed.(Full Covenant).) Dated November 10,1924. Recorded) Nov.11,1924 at 1.05 P.M.in Liber) 271 of Deeds at page 254.

CONSIDERATION,$1.00,AND OTHER GOOD AND VALUABLE CONSIDERATION.
Conveys,same lands and premises as described at Ab.No.8.
SUBJECT to the Mortgage at Ab.No.9.
This conveyance includes the entire stock of merchandise and all firxtures and appliances now contained in the small building on said premises used as a grocery store,together with the good will of said business.

WAYNE COUNTY CLERK'S OFFICE

11. Guiseppe Bramante and Vittoria,his wife, to Ruth E.DeBruyne.) Mortgage. Dated May 29,1946.) Recorded June 1,1946 at 10.40 A.M.) in Liber. 235 of Mortgages at page 207.

Discharged C.A. Mabley Jr. Asst. Clerk

GIVEN TO SECURE the payment of the sum of $3500.00.
Conveys,same lands and premises as described at Ab.No.8.

12. SURROGATE'S COURT-WAYNE CO.

****

In the Matter of the last Will and Testament of Mary Bramante,deceased. * Will. Dated January 20,1948. * Probated October 11,1949. * Recorded Oct.25,1949 at 2.15 P.M. * in Liber 379 of Deeds at page 421

****

Said Will recites as follows:-

FIRST. I direct that all my just debts and funeral expenses be paid.

SECOND: All the rest,residue and remainder of my property,both real and personal and wheresoever situate, I give,devise and bequeath unto my husband,JOSEPH BRAMANTE,same to be his absolutely and forever.

In the event,however,that my said husband should predecease me or that we should die in the same common accident or misfortune then and in that event,I give,devise and bequeath my said estate unto my children,PATSY BRAMANTE,JOSEPH BRAMANTE,JR. ELEANOR LAPRESI, DONALD BRAMANTE and LORRAINE BRAMANTE,same to be theirs absolutely and forever,share and share alike.

THIRD: This last WILL AND TESTAMENT is made and executed pursuant to an agreement and understanding with my husband,Joseph Bramante,pursuant to which said Joseph Bramante is this date executing a Will containing similar provisions for my benefit and for the benefit of our said children. In consideration of the execution by him of said last Will and Testament on the date hereof,this Will is to be considered one of two mutual Wills and I hereby agree not to alter this Will or execute a different Will during the lifetime of said Joseph Bramante,without his consent, and in no event alter this Will or execute a different Will after the death of my husband,Joseph Bramante,in the event he should predecease me.

LASTLY I hereby appoint my husband,JOSEPH BRAMANTE,as executor of this,my last Will and Testament,with full power and authority to sell and convey,lease or mortgage real estate;hereby revoking all former Wills by me made.

Mary Bramante L.S.

Attestation follows:

Witnesses:

James D.Hurley residing at Newark,New York

Mary E.DeVito residing at Newark,New York

***

Verified petition of Joseph Bramante dated Sept.29,1949,shows that Mary Bramante died testate June 23,1949,leaving her surviving her husband,the petitioner.

Transfer Tax Deposition lists real property as follows:-

WAYNE COUNTY CLERK'S OFFICE

Store property 101-103 E.Union St.,Newark,N.Y.
property 104 Seigrist St.,Newark,N.Y.
property 106 " " " " "
property 103 " " " " "
property 1-7-109 " " " " "

A "No Tax" Order granted Oct.25,1949.***

WAYNE COUNTY CLERK'S OFFICE

STATE OF NEW YORK

WAYNE COUNTY CLERK'S OFFICE

I CERTIFY, That I have carefully examined the indexes to the records remaining in said office during the period of time respectfully set opposite the following person named, and that upon such examination, during the period of time aforesaid, I did not find the record of any Deed of Conveyance, Leases, Homestead Exemption, Powers of Attorney, or General Assignment from 1860, *Insolvent Assignments, Orders appointing Trustees of Absconding Debtors, Mortgage, or Original Mortgage to Loan Commissioners for said county from* 1857, *purporting to have been executed by them or either of them; neither do I find any Lis Pendens, Affidavits of Foreclosure, Certificates of Sheriff's and Marshal's Sales, Collector's Bonds, Mechanic's Liens for one year last past, or appointment of Receivers from* 1862, *that appear to affect the title to the lands and premises particularly described and referred to in Abstract No.* .....*being those in question, except as above and herein stated and set forth.*

NAME OF PERSONS	PERIOD OF TIME
Harry Shuttleworth Jr	Nov 10 1924 to Nov 1 1924
Louise Shuttleworth	" " " " " "
Giuseppe Bramante	" " " June 1 1946
Vittoria Bramante	" " " " "

neither do I find, on a careful examination of the dockets in my office, any Judgments, Decrees Transcripts of Judgment and Decrees docketed against the following named persons during the periods of time respectively set opposite their names, viz:

Giuseppe Bramante	June 1 1936 to June 1 1946
Vittoria Bramante	" " " " "

that appear to be a lien against or chargeable upon the lands and premises in question except as herein and above cited.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, (the seal of said county,) at Lyons, this 1 *day of* June 1946

Clerk of Wayne County

By

Deputy Clerk

Ab.No.12 added.

Search continued and redated this 26 day of October 1949 at 8.59 A.M.

Clerk

By Dep. Clerk

8. Hattie Peacock and Belle Thorp to Harry Shutrum and Lula Shutrum, his wife, as tenants by the entirety.) Warranty Deed. Full Covenant. Dated Mch. 29, 1921. Recorded Apr. 4, 1921, at 10:40 A.M. in Liber 256 of Deeds at page 6.

CONSIDERATION, $1.00 and other Dollars.

Conveys, ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: On the East by lands formerly owned by James O'Conner; on the south by Seigrist Street on the West by village lot number twenty eight (now) owned by Reed Manufacturing Company); on the north by lands formerly owned by Alois Seigrist (now) owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from North to South, be the same more or less.

Being the same premises conveyed to the parties of the first part by Ida R. White, by deed dated May 28, 1910, and recorded in Wayne County Clerk's Office October 17, 1910 in Book 218 of Deeds at page 592.

9. Harry Shutrum and Lula his wife, to Hattie Peacock and Belle Thorpe.) Mortgage. Dated Mch. 29, 1921. Recorded Apr. 4, 1921 at 10:40 A.M in Liber 176 of Mtgs. at page 37.

Discharged

GIVEN TO SECURE the payment of the sum of $2500.00, Twenty five __ Dollars.

Conveys, same lands and premises as described at Ab. No. 8,

This mortgage is given as security for part of the purchase price thereof.

STATE OF NEW YORK
WAYNE COUNTY CLERK'S OFFICE

I CERTIFY, That I have carefully examined the records remaining in said office during the period of time respectively set opposite the following persons named, and that upon such examination, during the period of time aforesaid, I did not find the record of any Deed of Conveyance, Leases, Homestead Exemption, Powers of Attorney, or General Assignment from 1860, Insolvent Assignments, Orders appointing Trustees of Absconding Debtors, Mortgage, or Original Mortgage to Loan Commissioners for said county from 1837, purporting to have been executed by them or either of them; neither do I find any Lis Pendens, Affidavits of Foreclosure, Certificates of Sheriff's and Marshal's Sales, Collector's Bonds, Mechanic's Liens for two years last past, or appointment of Receivers from 1862, that appear to affect the title to the lands and premises particularly described and referred to in Abstract No. 8 being those in question, except as above and herein stated and set forth.

NAME OF PERSONS		PERIOD OF TIME
Hattie Peacock	from	Mch 24 1921 to Apr 4 1924
Belle Thorpe	"	"
Harry Shuttleworth	"	29 Nov 10 1924
Lulu Shuttleworth	"	"

neither do I find, on a careful examination of the dockets in my office, any Judgments, Decrees, Transcripts of Judgment and Decrees, docketed against the following named persons during the periods of time respectively set opposite their names, viz:

Hattie Peacock	from	Mch 24 1921 to Apr 4 1921
Belle Thorpe	"	"
Harry Shuttleworth	"	Nov 10 1914 Nov 10 1924
Lulu Shuttleworth	"	"

that appear to be a lien against or chargeable upon the lands and premises in question except as herein and above cited.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, (the seal of said county,) at Lyons, this

12 day of November 1924

Chas A. Hoble

Clerk of Wayne County

By Isabel C. Green

Deputy Clerk

7.

No. 21,959[1]

91,325

ABSTRACT OF TITLE

TO

LAND ON THE NORTH SIDE OF SIEGRIST STREET

VILLAGE OF NEWARK

TOWN OF ARCADIA

MONROE ABSTRACT & TITLE CORPORATION

1. Harry Shutrum,
Lulu Shutrum, his wife

-TO-

Guiseppe Bramante,
Vittoria Bramante, his wife,
Newark, N.Y., as tenants by
the entirety

WARRANTY DEED FULL COVENANT

Dated November 10, 1924
Ack. November 10, 1924
Rec. November 11, 1924
at 1:05 P.M.
Liber 271 of Deeds page 254
Cons. $1.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: On the East by lands formerly owned by James O'Connor; on the South by Seigrist Street; on the West by Village Lot Number twenty-eight (now owned by Reed Manufacturing Company); on the North by lands formerly owned by Alois Seigrist, now owned by Reed Manufacturing Company. The premises hereby conveyed being four rods in width front and rear and six rods in depth from North to South, be the same more or less. Being the same premises conveyed to first parties by Nattie Peacock and Belle Thorpe by deed dated March 29, 1921, and recorded in Wayne County Clerk's Office in Book

256 of Deeds at page 6. This conveyance is made subject to a mortgage for $2500.00 now on said premises, given by first parties hereto to said Hattie Peacock and Belle Thorpe dated March 29, 1921, and recorded in Wayne County Clerks Office in Liber 176 of Mortgages at page 37. This conveyance includes the entire stock of merchandise and all fixtures and appliances now contained in the small building on said premises used as a grocery store, together with the good will of said business.
$4.00 Rev. Stamps

NOTE: Mortgage referred to above was discharged March 30, 1926.

WEST AND NORTH BOUNDARY

2. Silver Counselors Incorporated

-TO-

C.H. Stuart & Co.,Inc.
165 East Union Street
Newark, N.Y.

WARRANTY DEED

Dated June 24, 1949
Ack. June 24, 1949
Rec. June 27, 1949 at 1:45 P.M.
Liber 377 of Deeds at page 559
Cons. $1.00

Conveys: WITH OTHER LANDS, the premises in ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

MONROE ABSTRACT & TITLE CORPORATION

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903, in Wayne County Clerk's Office in Liber 193 of Deeds, at page 448.

$181.50 Rev. Stamps

- - - -

I hereby agree not to alter this Will or execute a different Will during the lifetime of said Joseph Bramante, without his consent, and in no event alter this Will or execute a different Will after the death of my husband, Joseph Bramante, in the event he should predecease me.

LASTLY I hereby appoint my husband, JOSEPH BRAMANTE, as executor of this, my last Will and Testament, with full power and authority to sell and convey, lease or mortgage real estate; hereby revoking all former Wills by me made.

Mary Bramante L.S.

Attestation follows:

Witnesses:

James D. Hurley residing at Newark, New York

Mary E. DeVito residing at Newark, New York

***

Verified Petition of Joseph Bramante dated September 29, 1949, shows that Mary Bramante died testate June 23, 1949, leaving her surviving her husband, the petitioner.

Transfer Tax Deposition lists real property as follows:-

Store property 101-103 E. Union St., Newark,N.Y.
property 104 Seigrist St., Newark, N.Y.
property 106 " " " " "
property 103 " " " " "
property 1-7-109 " " " " "

A "No Tax" Order granted Oct. 25, 1949.***

MONROE ABSTRACT & TITLE CORPORATION

In the event, however, my said son should predecease me or we should die in the same common accident or misfortune, then I give, devise and bequeath my said store and the stock therein to his children, MARY BRAMANTE and ROSANNA BRAMANTE, same to be theirs absolutely and forever, share and share alike.

NINTH: All the rest, residue and remainder of my property, both real, personal and mixed, and wheresoever situate, I give, devise and bequeath unto my children, PASQUALE R. BRAMANTE, JOSEPH BRAMANTE JR., A. DONALD BRAMANTE, ELEANOR BRAMANTE LAPRESI and LORRAINE BRAMANTE AUSTIN, same to be theirs absolutely and forever, share and share alike.

LASTLY, I hereby nominate, constitute and appoint my said son, PASQUALE R. BRAMANTE, executor of this, my last Will and Testament, with full power and authority to sell and convey, lease or mortgage real estate.

In the event my said son, PASQUALE R. BRAMANTE, should predecease me or should be unable to, or for any reason, fail to qualify as executor of this my last Will and Testament, then and in that event, I nominate, constitute and appoint my son, JOSEPH BRAMANTE JR., executor of this, my last Will and Testament, with full power and authority to sell and convey, lease or mortgage real estate.

I hereby revoke any and all wills at any time by me heretofore made.

MONROE ABSTRACT & TITLE CORPORATION

FIRST CODICIL TO LAST WILL AND TESTAMENT

I, JOSEPH BRAMANTE, of the Village of Newark in the County of Wayne and State of New York, being of sound mind and memory, do make, publish and declare this to be a first codicil to my Last Will and Testament, which Will bears date the 13th day of November, 1957.

FIRST. I hereby revoke paragraph "NINTH" of my said last Will and Testament, and substitute therefor the following:

"NINTH: All the rest, residue and remainder of my property, both real, personal and mixed, and wheresoever situate, I give, devise and bequeath unto my children, JOSEPH BRAMANTE JR., A. DONALD BRAMANTE, ELEANOR BRAMANTE LAPRESI and LORRAINE BRAMANTE AUSTIN,

same to be theirs absolutely and forever, share and share alike." I make this change by reason of the fact that my son Pasquale R. Bramante has received the use of certain premises from me rent free for a considerable period of time.

SECOND. As thus amended, I hereby ratify, confirm and republish my said LAST WILL AND TESTAMENT which bears date the 13th day of November, 1957, and I hereby declare that said Will and this Codicil together constitute my LAST WILL AND TESTAMENT, and that all other wills, codicils or testamentary writings by me at any time heretofore made, are hereby revoked.

\- - - -

Verified petition of Pasquale R. Bramante shows that Joseph Bramante died testate on March 24, 1974 at Newark, N.Y. survived by the following persons and no others:

Pasquale R. Bramante - son - (petitioner)

Joseph Bramante, Jr. - son - (waived)

Eleanor Bramante Lapresi-daughter - (waived)

Lorraine Bramante Austin-daughter - (waived)

A. Donald Bramante - son - (waived)

(all the above being of full age and sound mind)

Depositions of Subscribing Witnesses, Affidavits and Orders Dispensing With Testimony and Decree of Probate, all filed April 2, 1974.

Letters Testamentary duly granted to Pasquale R. Bramante on April 2, 1974.

Transfer Tax Schedule recites premises at Abst.No. 1. ALSO OTHER LANDS.

Order fixing tax at $1,148.72 entered September 27, 1974.

Wayne County Treasurer's receipt shows amount paid in full on September 17, 1974.

MONROE ABSTRACT & TITLE CORPORATION

5. Pasquale R. Bramante, as executor of the Last Will and Testament of Joseph Bramante a/k/a Guiseppe Bramante, deceased

to

C.H. Stuart, Inc;
165 East Union Street
Newark, New York

EXECUTORS DEED LIEN COVENANT

Dated November 13, 1975
Ack. November 13, 1975
Rec. November 14, 1975 at 1:22 P.M.
Liber 689 of Deeds, pg.17

Cons. $30,000.00

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York and bounded as follows; On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254. Said Vittoria Bramante, who was also known as Mary Bramante, died on June 23, 1949 leaving a last Will and Testament which was duly admitted to probate in Wayne Surrogate's Court on October 11, 1949, certified copy of which was recorded in the Wayne County Clerk's Office on October 25, 1949. Said Guiseppe Bramante, a/k/a Joseph Bramante, died on March 24, 1974 leaving a last Will and Testament which was duly admitted to probate in Wayne Surrogate's Court on April 2, 1974, on which latter date Letters Testamentary issued out of said court to Pasquale R. Bramante.

$33.00 Rev. stamps.

MONROE ABSTRACT & TITLE CORPORATION

6. In the Matter Of C. H. Stuart & Co., Inc.

Certificate of Incorporation

Dated May 10, 1924
Filed May 16, 1924
File No. 850

Purposes: Among other things to purchase, acquire, own, hold, sell, assign and transfer real property.

Duration: Perpetual.

Re-stated certificate of incorporation dated February 18, 1969 and filed June 30, 1969 - contains powers as above stated including the duration which shall be perpetual.

MONROE ABSTRACT & TITLE CORPORATION

13. In the Matter

Of

Emmons & Company

CERTIFICATE OF INCORPORATION

Dated December 24, 1903
Filed January 4, 1904

File No. 424

Purposes - None given

Duration: 50 years.

Certificate of extension of purposes and powers dated April 29, 1949 and filed June 1, 1949 gives the said corporation among other things the power to acquire, own, mortgage, pledge and sell - real property.

Certificate of extension of existence dated April 29, 1949 and filed June 1, 1949 makes the duration of said corporation perpetual.

Certificate of change of name dated March 21, 1951 and filed April 13, 1951 changes the name of said corporation to Sarah Coventry, Inc.

MONROE ABSTRACT & TITLE CORPORATION

14. In the Matter of New Sarah, Inc.

CERTIFICATE OF INCORPORATIO

Dated February 19, 1971
Filed May 28, 1971

File No. 2262

Purposes: Among other things to purchase, own, mortgage, sell or transfer real property.

Certificate of merger dated June 25, 1971 and filed December 1, 1971 merges Sarah Coventry, Inc. and New Sarah, Inc. the surviving corporation is New Sarah, Inc.

And Amendment to be made in the Certificate of Incorporation of New Sarah, Inc. is that its name is to be changed to Sarah Coventry, Inc.

Certificate of Merger of Sarah Coventry, Inc. into C. H. Stuart, Inc. dated August 30, 1977 filed October 17, 1977 (File No. 422)

MONROE ABSTRACT & TITLE CORPORATION

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15. In the Matter of C. H. Stuart, Inc.

CERTIFICATE OF INCORPORATION

Dated May 10, 1924
Filed May 16, 1924

File No. 850

Purposes: Among other things, to purchase, own, hold and to sell real property.

Duration: Perpetual.

Certificate of Amendment dated June 24, 1974 and filed August 8, 1974 changes the name to C. H. Stuart, Inc.

Certificate of Merger dated October 29, 1979 and filed December 10, 1979 merges C. H. Stuart, Inc. a New York Corporation into C. H. Stuart, Inc., a Delaware Corporation.

Certified Copy from Secretary of State of the State of Delaware dated April 16, 1982 and filed herein April 28, 1982 states that a restated Certificate was filed with the office of the Secretary of State of the State of Delaware on January 20, 198

Copy of restated Certificate shows that the name of said Corporation is Sarah Coventry, Incorporated and is made pursuant to an Order of the United States Bankruptcy Court for the Western District of New York under Chapter 11.

Application of C. H. Stuart, Inc. to do business in New York State dated November 21, 1979 filed herein December 21, 1979.

Amendment of Application to do business dated February 23, 1982 and filed herein April 22, 1982 is to change the name of C. H. Stuart, Inc. to Sarah Coventry, Incorporated, A Delaware Corporation.

MONROE ABSTRACT & TITLE CORPORATION

16. C. H. Stuart, Inc., D. I. P. — FINANCING STATEMENT

TO — #81-1819

Trefoil Capital Corporation — Filed September 4, 1981
1 Penn Plaza
250 West 34 Street
New York, New York

SATISFIED Terminated 9-25-84

Covers: Equipment, accounts, etc.

Real Estate: All property owned by C. H. Stuart, in Newark, N. Y. at North Main Street: 140 Harrison Street, Van Buren Street; Route 88 South.

NOTE: Assignment of the above statement from Trefoil Capital Corporation to Johnson Matthey Investments, Inc., 4 Malin Road, Malvern, PA. Filed January 28, 1982, Release of property on North Main Street from the above statement filed June 1, 1982.

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17. Sarah Coventry, Incorporated
by Gerald E. Sauter, V.P.

TO

Rodney J. Graybill
101 West Maple Avenue
Newark, New York

WARRANTY DEED

Dated June 17, 1985
Ack. June 17, 1985
Rec. July 2, 1985 at 2:55 P.M.
Liber 792 of Deeds at page 144
Cons. $1.00

Conveys: Together with other property, same premises described at Ab. No. 5.

Being premises described at Ab. No. 5.

Revenue Stamps: $1500.00

MONROE ABSTRACT & TITLE CORPORATION

18. Chase Lincoln First Bank, N.A.
by Roger A. Odell, V.P.

TO

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 26, 1985
Ack. June 26, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 128
Cons. $1.00

Recites the Mortgage recorded in Liber 448 at page 285, and Liber 453 at page 471 and releases from the lien of said Mortgages, the following described property: together with other property, same premises as described at Ab. No. 5.

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19. U.S. Department of Commerce,
Economic Development Administration
by Michael Oberlitner, Director

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 21, 1985
Ack. June 21, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Mtgs. at
page 136
Cons. $1.00

Recites the Mortgage recorded in Liber 453 at page 513 and releases from the lien of said Mortgage, the following described property: together with other property, same premises as described at Ab. No. 5.

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including

the date November 10, 1924

to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

VITTORIA OR MARY BRAMANTE; GUISEPPE OR JOSEPH BRAMANTE; PASQUALE R. BRAMANTE, INDIVUDALLY AND AS EXECUTOR; JOSEPH BRAMANTE, JR.; A. DONALD BRAMANTE; ELEANOR BRAMANTE LAPRESI; LORRAINE BRAMANTE AUSTIN;

which appear to affect the premises, or any part thereof, described in Abst. No. 1.

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

4 NUMBERS

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods. which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 12th day of September 19 75 , at 8:59 o'clock A. M.

MONROE ABSTRACT & TITLE CORPORATION, by

Robert M. Norman

Authorized Officer

No. 21,959[1]

Abstracted by Michael J. Lagana

successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all easements, agreements, liens restrictions, covenants, and encumbrances of record.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the

T' ire

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20. BARGAIN AND SALE DEED

Rodney J. Graybill
TO
Graybill Real Estate, LLC

Instrument Date: 12-21-1998
Acknowledged Date: 12-21-1998
Record Date: 12-21-1998
Instrument Location: Liber 959 of Deeds; Page 849

Conveys: with other property, SEE PERTINENT PORTION OF INSTRUMENT ATTACHED

********** END OF PAGE **********

STATE OF NEW YORK)
COUNTY OF_) SS.:

On the 21 day of December 1998, before me came **RODNEY J. GRAYBILL**, to me known to be the individual described in and who executed to foregoing instrument, and acknowledged that he executed the same.

Judy E. Jarzynka
Notary Public

JUDY E. JARZYNKA
NOTARY PUBLIC, State of New York
No. 04JA5062739
Qualified in Wayne County
My Commission Expires July 28, 1999

liber 959 page 851

132 Harrison Street
36111-18-386169 (792,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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LIBER 792 PAGE 145

SCHEDULE "A"

hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7, 1903, recorded in Wayne County Clerk's Office February 9, 1903 in Liber 192 of Deeds at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Charles Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904 and recorded in Wayne County Clerk's Office July 17, 1904 in Liber 197 of Deeds at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903 in Wayne County Clerk's Office in Liber 193 of Deeds at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land

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lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

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792 PAGE 148

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

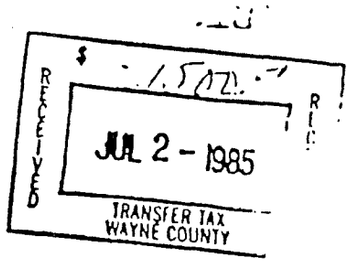
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

LIBER 959 PAGE 856 ... PAGE 149

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



LIBER 959 PAGE 857

LIBER 792 PAGE 150

21. NOTE

This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

********** END OF PAGE **********

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 20** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collectors Bonds, Criminal Surety Bond, Deeds, Delinquent Tax List, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Index, Mortgages (including Assignments), Orders Appointing Receivers, Orders in Bankruptcy, indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **7-2-1985** to the date of this Certificate.

2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.

4. It found the matters set forth in the Abstract at **Set-Outs 20 through 21;** said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.

5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.

6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **23rd day of December, 2021 at 8:59 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Rosa

Authorized Officer

Order number: 81189373

Certificate number: 21959-1

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY.**

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other.
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

NEW YORK WAYNE COUNTY At the core of opportunity

TOWN OF ARCADIA
Please make checks payable to:

Town of Arcadia
201 Frey Street
Newark, NY 14513
315-331-2088

WAYNE COUNTY, NY
TAXES DUE IN JANUARY 2021

Fiscal Year 01/01/2021 - 12/31/2021
Warrant Date 12/31/2020
SWIS Code 542001
Location 132 HARRISON ST
Prop Class 464 **Roll Sect** 1 **Size** 5.31
State Aid CNTY 22,993,091 TOWN 40,000

68111-18-416166 Bank Code Bill# 62002705

GRAYBILL REAL ESTATE LLC
513 W UNION ST
NEWARK, NY 14513

COLLECTION INFORMATION

Monday - Friday
9:00AM - 4:00PM
Check or Money Order ONLY

Payments preferred by:
MAIL or DROP BOX

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Assessor estimates the Full Market Value of this property as of July 1, 2019 was: $512,048
The Total Assessed Value of this property is: $425,000
The Uniform Percentage of value used to establish assessments was: 83.00%

Exemption	$ Value	Tax Purpose	Full Value Est	Exemption	$ Value	Tax Purpose	Full Value Est	Exemption	$ Value	Tax Purpose	Full Value Est

Taxing Purpose	Total Tax Levy	% Change	Taxable Assessed Values or Uni	Rates per $1000 or per Unit	Tax Amount
County Tax	42,650,000	2.8	425,000.00	9.052219	3,847.19
Town Tax	2,486,571	1.5	425,000.00	3.621535	1,539.15

Total Tax Amount: $5,386.34

APPLY FOR THIRD PARTY NOTIFICATION BY NOVEMBER 1st

Payment Due Dates

Between:	Penaltv/Interest	Mail Fee	Total Due
01/01 - 02/05/2021			5,386.34
02/06 - 03/05/2021	53.86		5,440.20
03/06 - 03/31/2021	107.72		5,494.06

Statement of Payment Received

	Effective date	Receipt	Deposit#	Amount	Check#		Batch
P	02/03/2021	1643116	WL0001	5,386.34	3757(m)	Graybill Real Estate	97312
		Total paid:		**$5,386.34**			

For installment plan: You must make 1st payment of 2,693.17 by 02/05/2021. The 2nd payment, pay either 2,720.10 by 03/05/2021 or 2,747.03 by 03/31/2021. Any questions, call your Town Collector.

After March 31st, contact the Wayne County Treasurer at (315) 946-7441 for additional interest and penalty.

SENIOR CITIZEN STATEMENT: If 65 or over, you may be eligible for a senior citizen exemption. You must apply by March 1. For information, call your local assessor (315) 331-3914

If you wish to receive a receipt for payment of this tax bill 62002705 for 2021, place an "x" in this box. ☐

Date Paid		Paid By	

NEW YORK WAYNE COUNTY At the core of opportunity

NEWARK CSD

Please make checks payable to:

Newark CSD
201 Frey Street
Newark, NY 14513
315-331-2088

SCHOOL TAX BILL
TAXES DUE IN SEPT 2021

Fiscal Year 07/01/2021 - 06/30/2022
Warrant Date 09/01/2021
SWIS Code 542001
Location 132 HARRISON ST
Prop Class 464 **Roll Sect** 1 **Size** 5.31
State Aid SCHL 34,601,895
NYS Tax & Finance School District Code: 431

68111-18-416166 Bank Code Bill# 82002705

GRAYBILL REAL ESTATE LLC
513 W UNION ST
NEWARK, NY 14513

COLLECTION INFORMATION
Arcadia Town Office
201 Frey Street
Newark, NY 14513
Monday - Friday
9:00 am to 4:00 pm
Closed Legal Holidays
No Credit Card Payments
Drop Box Available

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Assessor estimates the Full Market Value of this property as of July 1, 2020 was: $544,872
The Total Assessed Value of this property is: $425,000
The Uniform Percentage of value used to establish assessments was: 78.00%

Exemption	$ Value	Tax Purpose	Full Value Est	Exemption	$ Value	Tax Purpose	Full Value Est	Exemption	$ Value	Tax Purpose	Full Value Est

Taxing Purpose	Total Tax Levy	% Change	Taxable Assessed Values or Uni	Rates per $1000 or per Unit	Tax Amount
School Tax	13,823,033	1.9	425,000.00	23.225610	9,870.88
Library Tax	601,323	1.5	425,000.00	1.012580	430.35

Total Tax Amount: $10,301.23

Payment Due Dates

APPLY FOR THIRD PARTY NOTIFICATION BY JULY 1st

Between:	Penalty/Interest	Mail Fee	Total Due
09/01 - 09/30/2021			10,301.23
10/01 - 10/31/2021	206.03		10,507.26

Statement of Payment Received

	Effective date	Receipt	Deposit#	Amount	Check#			Batch
P	09/30/2021	1715674	WL0001	10,301.23	3986(m)	Graybill Real Estate	Graybill R	100666
		Total paid:		**$10,301.23**				

After October 31, contact Wayne Co Treasurer at (315) 946-7441 for additional interest and penalty. Payments not accepted after November 30th.

SENIOR CITIZEN STATEMENT: If 65 or over, you may be eligible for a senior citizen exemption. You must apply by March 1.
For information, call your local assessor (315) 331-3914

If you wish to receive a receipt for payment of this tax bill 82002705 for 2021, place an "x" in this box. ☐

Date Paid		Paid By	

STEWART TITLE INSURANCE COMPANY

12 WILLIAM STREET
LYONS, NY 14489
PHONE (315) 946-9181 FAX (315) 946-1474

GUARANTEED TAX SEARCH

ABSTRACT NO. 17364 ORDER NO. 81189375

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	GRAYBILL REAL ESTATE, LLC
TAX ACCOUNT NO:	68111-18-416166
STREET ADDRESS:	132 HARRISON ST
MUNICIPALITY:	542001 - NEWARK
SCHOOL DISTRICT:	542001 - NEWARK CENTRAL
PROPERTY CLASS:	464
ROLL YEAR	2021
LAND ASSESSED VALUE:	$ 71,500.00
TOTAL ASSESSED VALUE:	$ 425,000.00
ACREAGE:	5.31

DESCRIPTION OF TAX OR ASSESSMENT:

2021 County Taxes $5,386.34 Paid

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.

NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: December 23, 2021

By Mark E. Recor

Authorized Officer

Sch. No. 17,364

Monroe Abstract & Title Corporation

ROCHESTER, N. Y.

A Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective periods of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
VINCENT FEDERIO	Sept. 26, 1963	Feb. 10, 1967
ALFRED RENZI	Same	Same
C. H. STUART & CO., INC.	Feb. 10, 1967	DATE
C. H. STUART, INC.	Same	Same
SARAH COVENTRY, INC.	Feb. 23, 1982	Same

And Nothing Found Except:

SARAH COVENTRY
dba C. H. Stuart, Inc.
Caroline Emmons
Hanover Distributors,
Artcraft Concepts and Royal Crest
& fdba Gateway

Newark
BK-81-20331 (XI)
March 6, 1981

C. H. STUART, INC.
dba Sarah Coventry
Caroline Emmons
Hanover Distributors,
Artcraft Concepts and Royal Crest
& fdba Gateway

Newark
BK-81-20331 (XI)
March 6, 1981

C. H. STUART, INC.
LIEGE, INC. (an Affiliate of
Merrimack, N. H.
BK-81-20332 (11)
March 6, 1981

In Witness Whereof the MONROE ABSTRACT & TITLE CORPORATION has caused these presents to be signed by its duly authorized officer this 28th day of September 19 83 at 8:59 A. M.

MONROE ABSTRACT & TITLE CORPORATION

No. 17,364

By P. D. Moonan
Authorized Officer

Continued and certified against names of C. H. STUART, INC.; SARAH COVENTRY, INCORPORATED AND NOTHING FOUND.

and re-dated APRIL 23rd 19 85, at 8:59 A. M.

P. D. Moonan
Authorized Officer

17,364/B.T.

ABSTRACT OF TITLE

TO

LAND ON THE WEST SIDE

OF BLACKMAR STREET

VILLAGE OF NEWARK

Map: D-30 February 10, 1967

1. William B. Roche
Katherine McG. Roche, his wife

to

Vincent Federico
Frances Federico, his wife
Newark, New York

WARRANTY DEED

Dated July 30, 1932
Ack. July 30, 1932
Rec. August 9, 1932

Liber 299 Page 439
Cons. $1.00, etc.

Conveys: ALL THAT TRACT OR PARCEL OF LAND, situate in the village of Newark, County of Wayne, and State of New York, bounded and described as follows: Beginning at a point on the West side of Blackmar Street at the northeast corner of lands owned by the Reed Manufacturing Company; running thence northerly, along the West line of Blackmar Street, four (4) rods to lands now or formerly owned by Geroge W. Muth; thence westerly along said Muth's land thirteen (13) rods tolands of the Northern Central Railroad Company; thence southerly four (4) rods; thence easterly along the northerly line of lands owned by the Reed

Manufacturing Company, thirteen rods (13) to the place of beginning, being known as lot number thirty-three (33) of the Siegrist tract, being lands of which Alois Siegrist descended to his only child the said Charles W. Siegrist; and being the same premises conveyed to said Michael Laudise by Emore E. Burleigh, as executor of the Last Will and Testament of Charles W. Siegrist, by executor's Deeds dated August 16th, 1906, and recorded in Wayne County Clerk's Office in Book No. 204 of Deeds at page 559.

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2. In the Matter of Frances Federico — Wayne County Surrogate Court File # D 3345

Transfer Tax deposition of Vincent Federico shows the death of Frances Federico on January 30, 1939, intestate.

Said deposition lists house and lot at 204 Blackmar Street, Newark, New York.

Order exempting said estate from Transfer Tax issued May 17, 1949.

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3. Vincent Federico

to

Alfred Renzi
Angeline Renzi, his wife
204 Blackmar Street
Newark, New York, as tenants
by the entirety, the survivor
to take the whole

WARRANTY DEED

Dated May 21, 1949
Ack. May 21, 1949
Rec. May 24, 1949

Liber 376 at Page 203
Cons. $1.00 and other good and valuable considerations

Conveys: Same premises as in Abstract No. 1, and so recites.

The first party certifies that his wife, Frances Federico died on January 30, 1939.

---

4. Alfred P. Renzi
Angeline Renzi, his wife

to

Village of Newark

AGREEMENT

Dated December 7, 1953
Ack. November 20, 1953
Rec. December 17, 1953

Liber 414 Page 382
Cons. $1.00

WITNESSETH: That the said parties of the first part for and in consideration of the sum of One Dollar ($1.00) to them in hand paid, the receipt whereof is hereby acknowledged, have sold and do hereby sell, assign and convey unto the party of the second part a perpetual right-of-way, easement and privilege to enter upon that portion of the lands and premises of the said parties of the first part situate in the Village of Newark, County of Wayne and State of New York, hereinafter more particularly described, and to construct, install, place, lay, repair, replace and forever maintain upon, across and over the said premises water mains, connections and appurtenances of the size deemed necessary by the Village of Newark for transporting water through said pipeline.

The said lands and premises over, upon and through which the perpetual right-of-way aforesaid is hereby granted and conveyed

consist of the following: ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: BEGINNING at a point in the west line of land of the grantors, said point being N 08° 46' E, 23.69 feet from an iron pipe at the southwest corner of land of the grantors and running thence N 08° 46' E along land herein conveyed, 23.44 feet to a point; thence S 49° 46' E across land of the grantors, 91.95 feet to a point in the south line of said grantors; thence N 80° 36' W along the southerly line of the grantors, 39.02 feet to a point; thence N 49° 46' W across land of the grantors, 46.21 feet to the point of beginning according to the survey made by Harnish & Lookup, dated October 6, 1953. Being an easement across land formerly deeded to Vincent Federico by deed recorded in Wayne County Clerk's Office in Liber 299 of Deeds at page 439, being land now owned by Alfred and Angeline Renzi.

Subject to the covenants, conditions and agreements hereinafter contained, the party of the second part, its officers, agents, servants, employees, engineers and contractors may enter upon any part or portion of the lands and premises hereinbefore described for the purpose of constructing, installing, placing and laying said water line, connections and appurtenances for transporting the water aforesaid and for the purpose of maintaining, repairing, removing, replacing or improving said pipeline or any part or portion thereof or attachments and additions thereto.

This conveyance, right and easement is granted and accepted in consideration of, and subject to, the following conditions, covenants and agreements:

A. The work of constructing,iinstalling, placing and laying said water line over, upon and in the land hereinbefore described shall be prosecuted by the party of the second part, its officers, agents, servants, employees, engineers and contractors, with diligence and dispatch.

B. Upon the completion of the construction of said water

line, said party of the second part shall, at its expense, restore the grade and the condition of the property as the same now exists.

C. If, following the completion of the original construction, installation, placing and laying of the water line aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described in connection with the replacement, maintenance and/or repair of the said water line, and damage or injury shall be done or caused to growing crops, fences and lawns thereon by such work or operations of the party of the second part, the damage occasioned thereby shall be adjusted within twenty (20) days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within twenty (20) days after the settlement of final adjudication of said dispute.

It is further covenanted and agreed that the easement hereinabove granted shall include a reasonably accessible right of ingress and egress to and from the above described premises to the nearest highway.

NOTE: The above was modified by agreement recorded in Liber 587 of Deeds at Page 343, which latter agreement was released by instrument recorded in Liber 665 of Deeds at Page 334.

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5. In the Matter of Angeline Renzi

Wayne County Surrogate Court
File E 2886

Transfer Tax deposition of Alfred Renzi dated July 31, 1962 shows the death of Angeline Renzi on July 20, 1962 seized of house and lot at 204 Blackmar Street, Newark, New York.

Order exempting said estate from Transfer Tax filed July 31, 1962.

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including

the date.....July 30, 1932.....

.....

.....to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

VINCENT FEDERICO
FRANCES FEDERICO
ALFRED RENZI
ANGELINE RENZI

which appear to affect the premises, or any part thereof, described in Abstract No. 1.

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

5 NUMBERS

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 27th day of September, 19 62, at 8:59 o'clock A.M.

MONROE ABSTRACT & TITLE CORPORATION, by

.....Michael P. Gorman.....
Authorized Officer

No...17,364/B.T.

Abstracted by..Michael P. Gorman.....
Issued May 22, 1985

No. 17,364

ABSTRACT OF TITLE

TO

LAND ON THE WEST SIDE OF BLACKMAR STREET

VILLAGE OF NEWARK

Map: D-30 February 10, 1967

1. Vincent Federico

to

Alfred Renzi
204 Blackman St.
Newark, N.Y.

QUIT CLAIM DEED

Dated January 30, 1967
Ack. January 30, 1967
Rec. February 10, 1967
at 11:39 a.m.
Liber 584, page 327
Cons. $1.00 etc.

Conveys: all THAT TRACT OR PARCEL OF LAND, situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C.H. Stuart & Co., Inc. said point being N 8° 46' E. a distance of 321.50 feet from the north line of Seigrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W. along the north line of said premises of C.H. Stuart & Co.,Inc. a distance of 213.22 feet to a point; thence N 8° 46' E. along the east line of said premises of C.H. Stuart & Co.,Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife and being in the east line of said premises of C.H. Stuart & Co., Inc. thence S 80° 36' E. along the

south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W. along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

Being the same premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office on May 24, 1949 in Liber 376 of deeds at page 203.

2.

Alfred Renzi, being the surviving tenant by the entirety, with Angeline Renzi his wife, who died a resident of the County of Wayne, N.Y. on July 20, 1962

to

C.H. Stuart & Co.,Inc.
a New York Corporation
No. 165 East Union St.
Newark, N.Y.

WARRANTY DEED LIEN COVENANT

Dated February 10, 1967
Ack. February 10, 1967
Rec. February 10, 1967 at 11:40 a.m.
Liber 584, page 329

Conveys: same premises as Ab.no. 1 subject to the same agreement.

$10.45 Rev. stamps.

3.

C.H. Stuart & Co., Inc.

-TO-

New York State Electric & Gas Corporation
Town of Dryden, New York

EASEMENT

Dated February 2, 1967
Ack. February 2, 1967
Rec. February 27, 1967 at 9:48 A.M.
Liber 584 of Deeds at page 564
Cons. $1.00

The Grantor, being the owner of or having an interest in land situate in the Village of Newark, County of Wayne, State of New York, fronting on the street or highway known as Siegrist Street and bounded Easterly by the land of Blackmar Street and Southerly by the land of Siegrist Street.

Hereby grants and releases unto the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege and authority at anytime to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for Grantee's telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is 10 feet in width throughout its extent, situate, lying and being as follows:

The center line of said easement enters grantors land on the south from the land of Siegrist Street at a point of about 3 feet westerly from grantors easterly property line; thence said center line extends across grantors land in a northerly direction a distance of about 143 feet to a point, which point is about 3 feet westerly from grantors easterly property line; thence with an angle to the left said center line continues across grantors land in a northwesterly direction a distance of about 87feet to a terminal point, which point is about 99 feet westerly from grantors easterly property line with service wires extending a distance of about 70 feet to grantors building.

Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by 10 feet.

Provided, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

WHEREAS, all of said agreements provided for a perpetual right-of-way, easement and privilege to enter upon the premises therein described to construct, install, place, lay, repair, replace and forever maintain upon, across and over the said premises, water mains, connections and appurtenances of the size deemed necessary by the Village for transporting water through said pipeline; and

WHEREAS, Owner is now the owner of the premises described in each of the four aforesaid agreements; and

WHEREAS, the parties wish to amend, change and supersede said agreements to alter the descriptions of the easements, but not the conditions thereof.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Owner has sold and does hereby sell, assign and convey unto the Village a perpetual right-of-way, easement and privilege to enter upon that portion of the lands and premises of Owner situate in the Village of Newark, County of Wayne and State of New York, hereinafter more particularly described, and to construct install, place, lay, repair, replace and forever maintain upon, across and over the said premises, water mains, connections and appurtenances of the size deemed necessary by the Village for transporting water through said pipeline.

2. The said lands and premises over, upon and through which the perpetual right-of-way aforesaid is hereby granted and conveyed consist of the following:

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Parcel No. 1: A strip twenty feet (20') in width, the centerline of which is the centerline of the pipeline or main so to be installed and maintained, for the course of which pipeline or main reference is hereby had to a certain map or plan prepared by William S. Lozier and Co., engineeers, June 5, 1953, of the construction plans, improvements and water distribution system for The Village of Newark, New York, heretofore filed together with the first described agreement in the Wayne County Clerk's Office.

Parcel No. 2: Beginning at an iron pipe at the intersection of the east line of South Orchard Place and the south line of East Sherman Avenue also being the southwest corner of land now or formerly owned by Roger L. Blann and running thence S 81° 42' E along said lands of Blann, 8.55 feet to a point; thence S 49° 46' E across land of the grantor, 144.12 feet to a point in the west line of lands formerly owned by Alfred Renzi and wife; thence S 08° 46' W along said lands of Renzi, 23.44 feet to a point; thence N 49° 46' W across lands of the grantor, 189.12 feet to a point in the south line of East Sherman Avenue; thence S 81° 01' E along the south line of said Street, 29.84 feet to the place of beginning, according to the survey made by Harnish & Lookup on October 6, 1953. Being an easement across lands deeded to Silver Counselors, Inc. by Throwsters Associates, Inc., dated April 6, 1949 and recorded in April 8, 1949 in Wayne County Clerk's Office in Liber 376 of Deeds at page 20, and now owned by C.H. Stuart & Co., Inc.

Parcel No. 3: Beginning at a point in the south line of lands formerly owned by Alfred Renzi and wife, said point being N 80° 36' W, 134.79 feet from an iron pipe in the west line of Blackmar Street and running thence S 49° 46' E across lands of the grantor, 25.96 feet to a point; thence S 80° 20' E and continuing across lands of the grantor, 112.67 feet to a point in the west line of said street; thence S 08° 46' W along the west line of said street, 20.00 feet to a point; thence N 80° 20' W across lands of the grantor, 118.13 feet to a point; thence continuing across lands of said grantor N 49° 46' W, 64.92 feet to a point in the south line of said lands of Renzi; thence S 80° 36' E along said lands of Renzi, 39.02 feet to the place of beginning, according to a survey made by Harnish & Lookup On October 6, 1953. Being an easement across lands formerly deeded to Silver Counselors, Inc. by Throwsters Associates, Inc. dated April 6, 1949 and recorded on April 8, 1949 in Wayne County Clerk's Office in Liber 376 of Deeds at page 20, and now owned by C. H. Stuart & Co., Inc.

Parcel No. 4: Beginning at a point in the west line of land of the grantor, said point being N 08° 46' E, 23.69 feet from an iron pipe at the southwest corner of land of the grantor and running thence N 08° 46' E along land herein conveyed, 23.44 feet to a point; thence S 49° 46' E across land of the grantor, 91.95 feet to a point in the south line of said grantor; thence N 80° 36' W along the southerly line of the grantor, 39.02 feet to a point; thence N 49° 46' W across land of the grantor, 46.21 feet to the point of beginning according to the survey made by Harnish & Lookup, dated October 6, 1953. Being an easement across land deeded to C. H. Stuart & Co., Inc. by Alfred Renzi dated February 10, 1967 and recorded in Wayne County Clerk's Office on February 10, 1967 in Liber 584 of Deeds at page 329.

Parcel No. 5: Beginning at a point in the south line of the original easement from C. H. Stuart & Co., Inc. to the Village of Newark by agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office in Liber 414 of Deeds at page 390, said point being N 80° 20' W a distance of 50.00 feet from the west line of Blackmar Street and running thence from said point of beginning, S 9° 40' W a distance of 16.00 feet to a point; thence N 80° 20' W a distance of 187.00 feet to a point; thence N 9° 40' E a distance of 86.17 feet to a point on the original easement between C. H. Stuart & Co., Inc. and the Village of Newark by agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office in Liber 414 of Deeds at page 386; thence S 49° 46' E along said easement a distance of 23.28 feet to a point; thence S 9° 40' W a distance of 54.36 feet to a point; thence S 80° 20' E a distance of 92.04 feet to a point on the original easement; thence S 49° 46' E along said easement a distance of 7.88 feet to a point; thence S 80° 20' E along said easement a distance of 68.13 feet to the point and place of beginning, according to a survey map prepared by Harnish & Lookup, Associates, dated April 7, 1967. Being a portion of the lands conveyed by Throwsters Associates, Inc. to Silver Counselors, Inc. by deed dated April 6, 1949 and recorded on April 8, 1949 in Wayne County Clerk's Office in Liber 376 of Deeds at page 20, and now owned by

C.H. Stuart & Co., Inc. Reference is also made to a map of land owned by Silver Counselors, Inc. by Harnish & Lookup dated May 24, 1949, and a map of easement to be conveyed by C. H. Stuart & Co., Inc. and Alfred Renzi and Angeline Renzi, his wife, to the Village of Newark by Harnish & Lookup dated October 6, 1953.

EXCEPTING from said above described parcels, however, the following:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Parcel No. 6: Beginning at a point on the north line of the original easement from C. H. Stuart & Co., Inc. to the Village of Newark by agreement dated November 30, 1953 and recorded in Wayne County Clerk's Office in Liber 414 of Deeds at page 390, said point being N 80° 20' W a distance of 69.69 feet from the west line of Blackmar Street and running thence S 9° 40' W a distance of 16.00 feet to a point; thence N 80° 20' W a distance of 54.96 feet to a point; thence N 49° 46' W a distance of 106.89 feet to a point; thence N 9° 40' E a distance of 23.28 feet to a point; thence S 49° 46' E a distance of 121.11 feet to a point; thence S 80° 20' E a distance of 42.98 feet to the point and place of beginning, according to a survey map prepared by Harnish & Lookup, Associates, dated April 7, 1967.

3. It is the intent of this agreement to release the above described Parcel No. 6 by the Village from the easement rights contained in the above mentioned agreements, and to grant the new easement described as Parcel No. 5 by Owner to the Village.

4. Subject to the covenants, conditions and agreements hereinafter contained, the Village, its officers, agents, servants, employees, engineers and contractors may enter upon any part or portion of the lands and premises hereinbefore described for the purpose of constructing, installing, placing and laying said water line, connections and appurtenances for transporting the water aforesaid and for the purpose of maintaining, repairing, removing, replacing or improving said pipeline or any part or portion thereof or attachments and additions thereto.

5. This conveyance, right and easement is granted and accepted in consideration of, and subject to, the following conditions covenants and agreements:

A. The work of constructing, installing, placing and laying said water line over, upon and in the land hereinbefore described shall be prosecuted by the Village, its officers, agents, servants, employees, engineers and contractors, with diligence and dispatch.

B. Upon the completion of the construction of said water line, said Village, shall, at its expense, restore the grade and the condition of the property as the same now exists.

C. If, following the completion of the original construction, installation, placing and laying of the water line aforesaid, it shall become necessary to occupy any portion of the property hereinbefore described in connection with the replacement, maintenance and/or repair of the said water line, and damage or injury shall be done or caused to growing crops, fences and lawns thereon by such work or operations of the Village, the damage occasioned thereby shall be adjusted within twenty (20) days after the completion of the said repair work, or, if there shall be a dispute of the amount thereof or liability therein, within twenty (20) days after the settlement of final adjudication of said dispute.

6. It is further covenanted and agreed that the easement hereinabove granted shall include a reasonably accessible right of ingress and egress to and from the above described premises to the nearest highway.

Map filed D-30 July 11, 1967.

NOTE: Release Agreement dated September 5, 1973, recorded September 19, 1973 in Wayne County Clerk's Office in Liber 665 at page 334, releases C. H. Stuart & Co., Inc. from the above Agreement.

5. In the Matter of C.H.Stuart & Co.,Inc.

CERTIFICATE OF INCORPORATION

Dated May 10, 1924
Filed May 16, 1924

File No. 850

Purposes: Among other things to purchase, acquire, own, hold, sell, assign and transfer real property

Duration: Perpetual

Re-stated certificate of Incorporation dated February 18, 1969 and filed June 30, 1969 - contains powers as above stated including the duration which shall be perpetual.

MONROE ABSTRACT & TITLE CORPORATION

6. C. H. Stuart, Inc. was formerly known as C. H. Stuart and Co. Inc. and is the surviving corporate name resulting from the merger of Sarah Coventry, Inc. and C. H. Stuart, Inc.

MORTGAGE

Dated August 24, 1979
Ack. August 24, 1979
Rec. August 27, 1979

Liber 448 Page 285
To secure: $13,400.00

TO

Lincoln First Bank, N. A.
Lincoln First Square
Rochester, NY

Covers: Together with other property, same premises as described at Abst. #1.

7. C. H. Stuart, Inc. a Delaware Corporation, Successor to C. H. Stuart, Inc. a NY Corporation

WITH

Lincoln First Bank, N. A.
One Lincoln First Square
Rochester, NY

MORTGAGE MODIFICATION AGREEMENT

Dated January 4, 1980
Ack. January 4, 1980
Rec. January 8, 1980 at 9:41 A. M.
Liber 452 of Mtgs., at Page 788

Modifies the Mortgage at Abst. #6.

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8. C. H. Stuart, Inc. a Delaware Corporation Successor to C. H. Stuart, Inc., a NY Corporation

WITH

Lincoln First Bank, N. A.

MORTGAGE MODIFICATION AGREEMENT

Dated January 4, 1980
Ack. January 4, 1980
Rec. January 31, 1980 at 3:27 P. M.
Liber 453 of Mtgs., at Page 439

Modifies the Mortgage at Abst. #6.

MONROE ABSTRACT & TITLE CORP.

9. C. H. Stuart, Inc. a NY Corporation C. H. Stuart, Inc. was formerly known as C. H. Stuart & Co., Inc. and is the surviving Corporate name resulting from the merger of Sarah Coventry, Inc. and C. H. Stuart, Inc.

TO

Lincoln First Bank, N. A.

MORTGAGE

Dated August 24, 1979
Ack. August 24, 1979
Rec. January 31, 1980 at 3:28 P. M.
Liber 453 of Mtgs., at Page 471
To secure: $13,400,000.00

Covers: Same premises as described at Abst. #1.

ALSO OTHER LANDS.

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10. C. H. Stuart, Inc. a Delaware Corp.

TO

U. S. Department of Commerce
Economic Development Administration
An Agency of the U. S. Government

MORTGAGE

Dated February 1, 1980
Ack. January 24, 1980
Rec. February 1, 1980 at 11:46 A. M.
Liber 453 of Mtgs., at Page 513
To secure: $2,500,000.00

Covers: WITH OTHER LANDS.

Same premises as Abst. #6.

This Mortgage is junior and subordinate to the mortgage held by the Lincoln First Bank, N. A. in the principal sum not to exceed $8,900,000.00 and is to be shared on a pro rata basis with the mortgage held by U. S. Farmers Home Administration in the principal sum of $2,400,000.00

LONG ABSTRACT & TITLE CO.

11. C. H. Stuart, Inc., a Delaware Corporation, Successor to C. H. Stuart, Inc., a NY Corporation

WITH

Lincoln First Bank, N. A.

SUPPLEMENTAL MODIFICATION AGREEMENT

Dated February 4, 1980
Ack. February 4, 1980
Rec. February 13, 1980 at 10:13 A. M.
Liber 453 of Mtgs., at Page 768

Modifies the terms of Mortgage at Abst. # 9.

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12. In the Matter

Of

Emmons & Company

CERTIFICATE OF INCORPORATION

Dated December 24, 1903
Filed January 4, 1904

File No. 424

Purposes - None given

Duration: 50 years.

Certificate of extension of purposes and powers dated April 29, 1949 and filed June 1, 1949 gives the said corporation among other things the power to acquire, own, mortgage, pledge and sell - real property.

Certificate of extension of existence dated April 29, 1949 and filed June 1, 1949 makes the duration of said corporation perpetual.

Certificate of change of name dated March 21, 1951 and filed April 13, 1951 changes the name of said corporation to Sarah Coventry, Inc.

MONROE ABSTRACT & TITLE CORPORATION

13. In the Matter of New Sarah, Inc.

CERTIFICATE OF INCORPORATION

Dated February 19, 1971
Filed May 28, 1971

File No. 2262

Purposes: Among other things to purchase, own, mortgage, sell or transfer real property.

Certificate of merger dated June 25, 1971 and filed December 1, 1971 merges Sarah Coventry, Inc. and New Sarah, Inc. the surviving corporation is New Sarah, Inc.

And Amendment to be made in the Certificate of Incorporation of New Sarah, Inc. is that its name is to be changed to Sarah Coventry, Inc.

Certificate of Merger of Sarah Coventry, Inc. into C. H. Stuart, Inc. dated August 30, 1977 filed October 17, 1977 (File No. 422)

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14. In the Matter of C. H. Stuart, Inc.

CERTIFICATE OF INCORPORATION

Dated May 10, 1924
Filed May 16, 1924

File No. 850

Purposes: Among other things, to purchase, own, hold and to sell real property.

Duration: Perpetual.

Certificate of Amendment dated June 24, 1974 and filed August 8, 1974 changes the name to C. H. Stuart, Inc.

Certificate of Merger dated October 29, 1979 and filed December 10, 1979 merges C. H. Stuart, Inc. a New York Corporation into C. H. Stuart, Inc., a Delaware Corporation.

Certified Copy from Secretary of State of the State of Delaware dated April 16, 1982 and filed herein April 28, 1982 states that a restated Certificate was filed with the office of the Secretary of State of the State of Delaware on January 20, 1982

MONROE ABSTRACT & TITLE CORPORATION

Copy of restated Certificate shows that the name of said Corporation is Sarah Coventry, Incorporated and is made pursuant to an Order of the United States Bankruptcy Court for the Western District of New York under Chapter 11.

Application of C. H. Stuart, Inc. to do business in New York State dated November 21, 1979 filed herein December 21, 1979.

Amendment of Application to do business dated February 23, 1982 and filed herein April 22, 1982 is to change the name of C. H. Stuart, Inc. to Sarah Coventry, Incorporated, A Delaware Corporation.

MONROE ABSTRACT & TITLE CORPORATION

15. C. H. Stuart, Inc., D. I. P.

TO

Trefoil Capital Corporation
1 Penn Plaza
250 West 34 Street
New York, New York

FINANCING STATEMENT

#81-1819

Filed September 4, 1981

Covers: Equipment, accounts, etc.

Real Estate: All property owned by C. H. Stuart, in Newark, N. Y. at North Main Street: 140 Harrison Street, Van Buren Street; Route 88 South.

NOTE: Assignment of the above statement from Trefoil Capital Corporation to Johnson Matthey Investments, Inc., 4 Malin Road, Malvern, PA. Filed January 28, 1982, Release of property on North Main Street from the above statement filed June 1, 1982.

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16. Sarah Coventry, Incorporated
by Gerald E. Sauter, V.P.

TO

Rodney J. Graybill
101 West Maple Avenue
Newark, New York

WARRANTY DEED

Dated June 17, 1985
Ack. June 17, 1985
Rec. July 2, 1985
at 2:55 P.M.
Liber 792 of Deeds at
page 144
Cons. $1.00

Conveys: Together with other property, same premises as described at Ab. No. 1.

Being premises described in Deed at Ab. No. 2.

Revenue Stamps: $1500.00

MONROE ABSTRACT & TITLE CORPORATION

17. Chase Lincoln First Bank, N.A.
BY Roger A. Odell, V.P.

TO

Sarah Coventry, Incorporated
(successor to C. H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 26, 1985
Ack. June 26, 1985
Rec. July 2, 1985 at 2:55 P.M.
Liber 792 of Mtgs. at page 128
Cons. $1.00

Recites the Mortgage recorded in Liber 448 at page 285 and Liber 453 at page 471 and releases from the lien of said Mortgages, the following described property; together with other property, same premises as described at Ab. No. 1.

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18. U.S. Department of Commerce,
Economic Development Administration
by Michael Oberlitner, Director

to

Sarah Coventry, Incorporated
(successor to C.H. Stuart, Inc.)

RELEASE OF MORTGAGE

Dated June 21, 1985
Ack. June 21, 1985
Rec. July 2, 1985 at 2:55 P.M.
Liber 792 of Mtgs. at page 136
Cons. $1.00

Recites the Mortgage recorded in Liber 453 at page 513 and releases from the lien of said Mortgage, the following described property: together with other property; same premises as described at Ab. No. 1.

DR4963—6R—5-28-65—2M

MONROE ABSTRACT & TITLE CORPORATION

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Wayne, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency, Federal Tax Lien Index and Indexes in the Office of the Surrogate of Wayne County from and including the date September 27, 1962

to the date hereof.

And MONROE ABSTRACT & TITLE CORPORATION hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes in the names of

VINCENT FEDERICO

ALFRED RENZI

INSURED
MONROE ABSTRACT AND TITLE CORP.
POLICY NO. 228-L
RE-ISSUE HALF RATE

INSURED
MONROE ABSTRACT AND TITLE CORP.
POLICY NO. 228-L
RE-ISSUE HALF RATE

which appear to affect the premises, or any part thereof, described in Ab.no.1

during the periods of time that said parties respectively appear to have held the title thereto, or to have had any interest therein, except liens or incumbrances discharged of record, as stated below.

2 NUMBERS

And MONROE ABSTRACT & TITLE CORPORATION further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Conditional Sale Contract of Chattels affixed to Real Property indexed during the last 3 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of said above named persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Wayne County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer, this 10th day of February, 19 67, at 11:40 o'clock A. M.

MONROE ABSTRACT & TITLE CORPORATION, by

Robert M Gorman

Authorized Officer

No. 17,364

Abstracted by Robert M. Gorman

19. BARGAIN AND SALE DEED

Rodney J. Graybill
TO
Graybill Real Estate, LLC

Instrument Date:	12-21-1998
Acknowledged Date:	12-21-1998
Record Date:	12-21-1998
Instrument Location:	Liber 959 of Deeds; Page 849

Conveys: with other property, SEE PERTINENT PORTION OF INSTRUMENT ATTACHED

BARGAIN AND SALE DEED

THIS INDENTURE, made the 21st day of December, 1998

BETWEEN RODNEY J. GRAYBILL, residing at 417 Grace Avenue, Newark, New York 14513, and _____, party of the first part,

And GRAYBILL REAL ESTATE, LLC a New York limited liability company, having offices at 101 West Maple Avenue, Newark, New York 14513, party of the second part,

WITNESSETH, that the party of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all easements, agreements, liens restrictions, covenants, and encumbrances of record.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Rodney J. Graybill

INDEX 950

STATE OF NEW YORK)
COUNTY OF_) SS.:

On the 21 day of November 1998, before me came **RODNEY J. GRAYBILL**, to me known to be the individual described in and who executed to foregoing instrument, and acknowledged that he executed the same.

Judy E. Jarzynka
Notary Public

JUDY E. JARZYNKA
NOTARY PUBLIC, State of New York
No. 04JA5062739
Qualified in Wayne County
My Commission Expires July 28, 1999

liber 959 page 851

132 Harrison Street
36111-18-386169 (792,144)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the northeast corner of lands conveyed by D. Irwin Garretson to Stephen N. Keener; thence westerly along the north line of said last mentioned land to a point two hundred and sixty-eight (268) feet distant at right angles from said Siegrist's line; thence northerly parallel to said Siegrist's line and two hundred and sixty-eight (268) feet distant therefrom to the south line of Sherman Avenue East; thence easterly along the south line of said Avenue and in continuation thereof to the said west line of Siegrist's lands; thence southerly along Siegrist's west line to the place of beginning.

ALSO ALL THAT OTHER CERTAIN TRACT OR PARCEL OF LAND, situate in the said Village of Newark, bounded and described as follows:

Commencing at a point in the west line of lands formerly belonging to Alois Siegrist where the same would be intersected by the south line of Sherman Avenue East, continued to said Siegrist's line, being the northeast corner of land hereinbefore described; thence northerly along said Siegrist's line to the northeast corner of lands of Andrew Bartle; thence westerly along the north line of lands of Andrew Bartle to a point twenty (20) feet distant at right angles from said Siegrist's line; thence southerly and parallel to said Siegrist's west line and twenty (20) feet distant therefrom to the north line of lands hereinbefore conveyed; thence easterly along the said last mentioned line to the place of beginning. Also the use as a public street of the street called Sherman Avenue East, a three-rod street laid out from Willow Avenue to and along the north side of a part of the first parcel of land herein described.

Being the same parcel conveyed by Andrew C. Bartle and Mary A. Bartle, his wife, to Reed Manufacturing Company by deed dated October 1, 1902, and recorded October 3, 1902 in Book 191 of Deeds at -----.

EXCEPTING from the last above described parcel of land the lands now owned by the Pennsylvania Railroad Company and used as a siding, being a portion of the premises conveyed by the Reed Manufacturing Company to the Elmira and Lake Ontario Railroad Company on September 30, 1903, by deed recorded in Wayne County Clerk's Office in Liber 194 of Deeds at page 353, to which deed reference is hereby had for the description of said exception.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

BEGINNING at a point in the south line of Sherman Avenue (East of Willow Avenue) continued easterly along the north line of lands of the Reed Manufacturing Company conveyed to it by Andrew C. Bartle and wife, eighty-seven (87) feet distant westerly from the west line of the Siegrist Tract and sixty-seven (67) feet distant westerly from the point where said north line of said Company lands is intersected by the west line of a strip

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SCHEDULE "A"

of land twenty feet in width, conveyed to it by said Bartle and wife; thence easterly along said north line of said Company's land sixty-seven (67) feet to the said last described point; thence northerly along the west line of said Company's said strip of land one hundred and seventy (170) feet; thence southerly and westerly in a straight line one hundred and eighty-three (183) feet to the place of beginning, being a triangular piece of land sixty-seven feet on its south side and one hundred and seventy (170) feet on its east side and bounded on both sides by lands of said Reed Manufacturing Company and having a third side of one hundred and eighty-three (183) feet.

Being the same parcel of land conveyed to Reed Manufacturing Company by Andrew D. Bartle, by deed dated April 1, 1903 and recorded in Wayne County Clerk's Office on April 2, 1903, in Liber 193 of Deeds at page 343.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

Commencing in the west line of lands formerly belonging to Alois Siegrist at the southeast corner of lands of Andrew C. Bartle, the same being the northeast corner of lands conveyed to Stephen N. Keener by D. Irwin Garretson by deed dated March 26, 1900; thence westerly along said Bartle's south line to a point in said last named line two hundred and sixty-eight (268) feet distant at right angles from the west line of lands formerly belonging to Alois Siegrist; thence southerly parallel to and two hundred and sixty-eight (268) feet distant from said Siegrist's line fifty (50) feet; thence easterly at right angles to the last described line of the lands hereby conveyed thirty (30) feet; thence southerly parallel to and two hundred and thirty-eight (238) feet distant from said Siegrist west line to the south line of said Stephen N. Kenner's lands; thence easterly along Keener's lands; thence easterly along Keener's south line two hundred and thirty-eight (238) feet to the west line of lands formerly belonging to Alois Siegrist; thence northerly along said Siegrist's west line to the place of beginning. Being the eastery part of lands conveyed by D. Irwin Garretson to Stephen N. Keener by deed dated March 26, 1900, and recorded in Wayne County Clerk's Office in Liber 182 of Deeds at page 438.

Being the same premises conveyed by Stephen N. Keener and Kate E, his wife, to Reed Manufacturing Company by deed dated October 1, 1902 and recorded in Wayne County Clerk's Office October 3, 1902 in Book 191 of Deeds at page -----.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

On the south by Harrison Street; on the west by the premises lately owned by James M. Miller and known as number twenty (20) Harrison Street; on the north by lands of D. I. Garretson; and on the east by lands of Charles Siegrist and Siegrist Street in said Village. The premises hereby conveyed are known as number twenty-two (22) Harrison Street and being about one

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hundred and thirty-seven (137) feet deep and about sixty-six (66) feet front and rear.

Being the same premises conveyed by Audessa VanWormer to Reed Manufacturing Company by deed dated February 7, 1903, recorded in Wayne County Clerk's Office February 9, 1903 in Liber 192 of Deeds at page 303.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne, and State of New York, bounded and described as follows:

On the south by Harrison Street in said Village; on the west by lands of Mrs. Charles Houber and Mrs. William Herman; on the north by lands of D. I. Garretson; on the east by premises known as number 22 Harrison Street. The premises hereby conveyed being known as Number 20 Harrison Street in said Village, the same being about one hundred and thirty-seven (137) feet deep and about seventy-six (76) feet front and rear.

Being the same premises conveyed by Alice Gray to Reed Manufacturing Company by deed dated June 16, 1904 and recorded in Wayne County Clerk's Office July 17, 1904 in Liber 197 of Deeds at page 157.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing at the east end of the north line of Harrison Street at the southeast corner of lands conveyed by Audessa VanWormer to the Reed Manufacturing Company; thence northerly along the east line of lands of said Reed Manufacturing Company to a point directly opposite the northwest corner of lands of Herman Bobrowsky; thence in a direct line to the northwest corner of said land of said Bobrowsky; thence southerly along the west line of lands of Herman Bobrowsky and lands now or formerly owned by Frank Winnegar to the northeast corner of lands of Ida R. White; thence westerly along the north line of said Ida R. White's land to the northwest corner thereof; thence southerly along said White's west line and in continuation thereof to the northerly line of Siegrist Street; thence westerly along said northerly line of Siegrist Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh of the Village of Newark, as Executor of the last Will and Testament of Charles W. Siegrist, to Reed Manufacturing Company by deed dated May 9, 1903, and recorded May 11, 1903 in Wayne County Clerk's Office in Liber 193 of Deeds at page 448.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the said Village of Newark, County of Wayne and State of New York, bounded and described as follows:

Commencing on the west line of Blackmar Street at the southeast corner of lands heretofore contracted to be sold to Frank Page; thence westerly along said Page's south line to the west line of the Siegrist Tract (so-called) which is also the east line of lands owned by Reed Manufacturing Company; thence southerly along the last described land to the northwest corner of land

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lately conveyed by Emor E. Burleigh as Executor to Reed Manufacturing Company; thence easterly along the north line of said last mentioned lands and the north line of lands of Herman Bobrowsky to the west line of Blackmar Street; thence northerly along the west line of Blackmar Street to the place of beginning.

Being the same premises conveyed by Emor E. Burleigh, as Executor of the Last Will and Testament of Charles W. Siegrist to Reed Manufacturing Company by deed dated June 30, 1903, and recorded in Wayne County Clerk's Office July 6, 1903 in Liber 194 of Deeds at page 97.

All of the above-described property, excluding the exception herein referred to, being the same parcels of land conveyed to the party of the first part by Throwsters Associates, Inc. by deed dated April 6, 1949 and recorded in Wayne County Clerk's Office on April 8, 1949 in Liber 376 of Deeds at page 20.

The land described in the exception noted above was erroneously included in the deed to the party of the first part from Throwsters Associates, Inc., and recorded in Liber 376 of Deeds at page 20. The records in Wayne County Clerk's Office show the said Throwsters Associates, Inc. the grantor of the first part never had title to said excepted land.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises owned by C. H. Stuart & Co., Inc., said point being N8° 46'E a distance of 321.50 feet from the north line of Siegrist Street as measured along said west line of Blackmar Street; thence N 80° 36' W along the north line of said premises of C. H. Stuart & Co., Inc. a distance of 213.22 feet to a point; thence N 8° 46' E along the east line of said premises of C. H. Stuart & Co., Inc. a distance of 66.00 feet to an iron pipe in the southwest corner of premises owned by Robert T. Goodman and Lynn C. Goodman, his wife, and being in the east line of said premises of C. H. Stuart & Co., Inc.; thence S 80° 36' E along the south line of said premises of Goodman a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along said west line of Blackmar Street a distance of 66.00 feet to the point of beginning, comprising an area of 0.323 acres, according to a survey made by Harnish & Lookup, Assoc. on January 11, 1967.

ALL THAT TRACT OR PARCEL OF LAND situate on the west side of Blackmar Street in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set in the west line of Blackmar Street at the northeast corner of premises conveyed by Vincent Federico to Alfred Renzi and Angeline Renzi, his wife, by deed dated May 21, 1949 and recorded in Wayne County Clerk's Office in Liber 376 of Deeds at page 203, said point being N 8° 46' E a distance of 387.50 feet from the north line of Siegrist Street as measured along the west line of Blackmar Street and running thence N 80° 36' W along the north line of said premises of Renzi a distance of 213.22 feet to an iron pipe on the east line of premises owned by C. H. Stuart & Co., Inc.; thence N8° 46' E along the east line of said premises of C. H. Sutart & Co., Inc. a distance of 50.00 feet to an iron pipe, said iron pipe marking the southwest corner of premises now or formerly owned by Cornelius H. Dierks, Jr.; thence S 80° 36' E along the south line of said premises of Dierks a distance of 213.22 feet to an iron pipe in the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 50.00 feet to the point of beginning, comprising an area of 0.245 acres, according to a survey made by Harnish & Lookup Associates on January 11, 1967.

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ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, and known as lot number thirty-one (31) on the west side of Blackmar Street as surveyed and mapped by S.H. Clark, surveyor, for Dr. Alois Siegrist as by reference to said map will more fully appear. Said lot is four rods wide on said Blackmar Street and eight rods deep from said street, to the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne and State of New York, bounded and described as follows: House and lot, 120 Harrison Street, also known as 16 Harrison Street, Village of Newark, Wayne County, New York State, bounded on the north and east by lands formerly owned by Reed Manufacturing Company; south by Harrison Street and west by the property formerly owned by Ida Bolkosky and being the same premises conveyed by Warranty Deed dated the 25th day of March, 1933 and recorded the 4th day of May, 1933, in Liber 302 of Deeds at page 433, in the Wayne County Clerk's Office from Ida Bolkosky to Pauline Tanenbaum, and also being the same premises conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December, 1939, and recorded in the Wayne County Cerk's Office on the 1st day of August, 1940 in Liber 331 of Deeds at page 152.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arcadia, County of Wayne, State of New York, bounded and described as follows: house and lot, 124 Harrison Street, also known as 18 Harrison Street bounded on the north by lands formerly owned by Reed Manufacturing Company; east by property formerly owned by Ida Bolkosky; south by Harrison Street; and west by lands of Ella Dunlap; being the same property conveyed to Pauline Tanenbaum by Ida Colkosky by deed dated the 25th day of March, 1933, and recorded the 4th day of May, 1933 in Liber 302 of Deeds at page 433 in the Wayne County Clerk's Office, and also being the same lands conveyed to Elmer J. Cunningham by Sheridan E. Wood, as County Treasurer of Wayne County by Tax Deed dated the 29th day of December 1939 and recorded in the Wayne County Clerk's Office in Liber 311 of Deeds at page 152 on August 1, 1940.

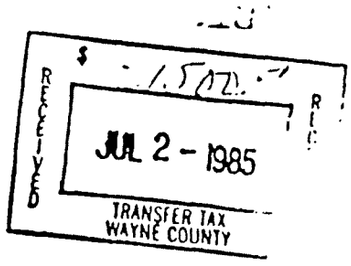
ALO THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, County of Wayne and State of New York, bounded and described as follows: Beginning at an iron pipe set on the west line of Blackmar Street in the northeast corner of lands of Philip DePauw; running thence N 80° 36' W along the north line of lands of Philip DePauw and lands of H. E. VanGorder, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to a fence post set in concrete in the East line of lands of Silver Counselors, Inc.; thence N 8° 46' E along the east line of lands of Silver Counselors, Inc. a distance of 66.00 feet to an iron pipe; thence S 80° 36' E along the south line of lands now or formerly of Edward J. Libbert, passing through an iron pipe 66.00 feet distant, a total distance of 132.00 feet to an iron pipe set on the west line of Blackmar Street; thence S 8° 46' W along the west line of Blackmar Street a distance of 66.00 feet to the point and place of beginning; according to a survey made by Harnish and Lookup on June 13, 1956, plan of which was completed on June 28, 1956 and is intended to be filed in Wayne County Clerk's office simultaneously with the recording of this deed.

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ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York and bounded as follows: On the east by lands formerly owned by James O'Connor; on the south by Seigrist Street; on the west by village lot No. 28 (formerly owned by Reed Manufacturing Co.); and on the north by lands formerly owned by Reed Manufacturing Company; the premises hereby conveyed being four rods in width front and rear and six rods in depth from north to south, be the same more or less.

Being the same premises conveyed to Guiseppe Bramante and Vittoria Bramante, his wife, by Harry Shutrum and Lulu Shutrum by deed dated November 10, 1924 and recorded in Wayne County Clerk's Office on November 11, 1924 in Liber 271 of Deeds at page 254.

Being and intending hereby to describe and convey the same premises described in Deeds recorded in the Wayne County Clerk's Office in Liber 377 of Deeds at page 559, Liber 584 of Deeds at page 325, Liber 584 of Deeds at page 329, Liber 654 of Deeds at page 700, Liber 662 of Deeds at page 701, Liber 662 of Deeds at page 686, and Liber 689 of Deeds at page 17.



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20. NOTE

This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

********** END OF PAGE **********

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 19** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collectors Bonds, Criminal Surety Bond, Deeds, Delinquent Tax List, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Index, Mortgages (including Assignments), Orders Appointing Receivers, Orders in Bankruptcy, indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **7-25-1985** to the date of this Certificate.

2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.

4. It found the matters set forth in the Abstract at **Set-Outs 19 through 20;** said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.

5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.

6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **23rd day of December, 2021 at 8:59 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Reeser

Authorized Officer

Order number: 81189375

Certificate number: 17364

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY.**

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other.
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

Attachment E

Repository Documentation

Matt Walker

From: Matt Walker
Sent: Monday, August 25, 2025 11:58 AM
To: Matt Walker
Subject: FW: Coventry Commons BCP - Document Repository Request
Attachments: 2C_LOGO_TAG_LG(use this one)-thumbnail.jpg

From: Tanya Taylor <ttaylor@owwl.org>
Sent: Thursday, August 7, 2025 5:18 PM
To: Matt Walker <mawalker@cscos.com>
Cc: Jennifer Stell <jstell@owwl.org>; Jordan Berti <JBerti@cscos.com>
Subject: Re: Coventry Commons BCP - Document Repository Request

You don't often get email from ttaylor@owwl.org. Learn why this is important

Please help C&S classify the safety of this email!
• This is their first email to your company.
Click HERE to classify as Safe, Spam, or Dangerous
C&S Cybersecurity

Digitally would be best.

Tanya

From: "Matt Walker" <mawalker@cscos.com>
To: "Jennifer Stell" <jstell@owwl.org>
Cc: "Jordan Berti" <JBerti@cscos.com>, "Tanya Taylor" <ttaylor@owwl.org>
Sent: Thursday, August 7, 2025 4:25:44 PM
Subject: Re: Coventry Commons BCP - Document Repository Request

Hi Jennifer,

We can send you the files digitally if you prefer. That way someone can just view on a computer and won't take up space.

Let us know how you feel about that.

Matt

On Aug 7, 2025 14:49, Jennifer Stell <jstell@owwl.org> wrote:

You don't often get email from jstell@owwl.org. Learn why this is important

Hi Jordan,

I have spoken with our Director about your request.

Space is very limited for us but we do have some open shelves at floor level that are too low for us to use for library material. As long as it is acceptable for us to store your binders here, we can do so for 1 year.

At the conclusion of the 1 year period, does your company come retrieve the binders or is it our responsibility to dispose of them?

Please let us know the steps from here. I have included our Director, Tanya Taylor, in my response.

Best,

Jen

From: "Jennifer Stell" <jstell@owwl.org>
To: "Jordan Berti" <JBerti@cscos.com>
Cc: "Matt Walker" <mawalker@cscos.com>
Sent: Friday, August 1, 2025 11:25:26 AM
Subject: Re: Coventry Commons BCP - Document Repository Request

Good Morning Jordan,

Thank you for sending this follow-up email. I will be back in touch after speaking with our Director, hopefully sometime next week.

Best,

Jen

From: "Jordan Berti" <JBerti@cscos.com>
To: "Jennifer Stell" <Jstell@owwl.org>
Cc: "Matt Walker" <mawalker@cscos.com>
Sent: Thursday, July 31, 2025 2:13:31 PM
Subject: Coventry Commons BCP - Document Repository Request

Hi Jennifer,

Thank you again for taking the time to speak to me earlier regarding our need for a public document repository in Newark. Below is a recap of our conversation.

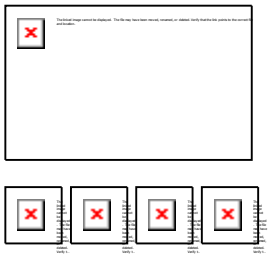
C&S Engineers is working on a NYSDEC Brownfield Cleanup Program (BCP) Application for the Coventry Commons Site (132 Harrison Street) in the Village of Newark. As part of the application, we need to identify a document repository. We have used libraries in the past because of the ease of access for locals.

I was wondering if the Newark Public Library would be willing to act as a document repository for this Site. The services required would include holding a large binder of reports produced as part of the BCP for the duration of the project (about 1 year). We would deliver paper copies of the reports to your library by hand or via USPS and notify you prior to shipment.

Please let us know if your library accepts. If you have any questions let me know.

Thank you in advance,

Jordan



Build your career at C&S!

Jordan Berti
Senior Project Engineer

office: (315) 455-2000
direct: (315) 703-4349
cell: (315) 657-6202
jberti@cscos.com
499 Col. Eileen Collins Blvd. | Syracuse, NY 13212

--

NEWARK PUBLIC LIBRARY Connect. Explore. Imagine.
Tanya Taylor, M.L.S
Library Director
Newark Public Library
P: 315-331-4370 extension 212
E: newarklibrarydirector@owwl.org

"We may encounter many defeats, but we must not be defeated." Maya Angelou

Attachment F

Regulatory Agreement

Do Not Detach

Wayne County Clerk's Office

Recording Page

Receipt Number: 24-15349

Regulatory Agreement
Instrument Number: R9339881

Date/Time: 12/26/2024 04:22 PM

First OR: COVENTRY COMMONS LLC

First EE: COVENTRY COMMONS LLC

Town: ARCADIA TOWN OF
Town: NEWARK VILLAGE

Pages: 46
Employee Id: smb
Serial Number:

Transfer Tax Number:

-FEES-	
Recording and Filing	$0.00
Transfer Tax	
Basic Tax	
Local Tax	
Additional Tax	
Special Tax	
Withheld	
Total	$0.00
-MORTGAGE TAX-	$0.00
Amount Taxed	
-TRANSFER TAX-	
Consideration Amount	

State of New York
County of Wayne

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

Michael Jankowski
Wayne County Clerk

*****DO NOT DETACH*****
*****THIS IS NOT A BILL*****

C1 (46) D

Execution Version

REGULATORY AGREEMENT

by and among

COVENTRY COMMONS, LLC,

COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION,

NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL

and

NEW YORK STATE HOUSING FINANCE AGENCY

for the

COVENTRY COMMONS PROJECT

Regulatory Agreement for HFA Multi Family Housing
Personal Income Tax Revenue Bond Program
State of New York Mortgage Agency Mortgage Insurance
New York State Low Income Housing Tax Credits
and Low Income Housing Tax Credits

Record and Return to:
Bogdan Tereshchenko, Esq.
New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022

Premises:	130-132 Harrison Street, Newark, New York
County:	Wayne
Block:	18
Lot:	416166

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SCHEDULES AND EXHIBITS

Schedule A ..... Legal Description of the Premises
Exhibit A ..... Unit Distribution
Exhibit B ..... Project Services and Amenities Form
Exhibit C ..... SLIHC Regulatory Agreement Requirements

This **Regulatory Agreement** ("**Agreement**"), entered into as of December 19, 2024, by and among **COVENTRY COMMONS, LLC**, a New York limited liability company having an address at c/o Housing Visions Consultants, Inc., 1201 East Fayette Street, Suite 26, Syracuse, NY 13210 (the "**Beneficial Owner**"); **COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION**, a not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("**PHFL**") having an office at c/o Housing Visions Consultants, Inc., 1201 East Fayette Street, Suite 26, Syracuse, NY 13210 (the "**Nominal Owner**" and together with the Beneficial Owner, the "**Owners**"); **NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL**, an agency of the State of New York, having its principal place of business at Hampton Plaza, 38-40 State Street, Albany, New York 12207 ("**DHCR**"); and the **NEW YORK STATE HOUSING FINANCE AGENCY** ("**Agency**" or "**HFA**"), a corporate governmental agency established pursuant to Article III of the PHFL, constituting a public benefit corporation, having its principal place of business at 641 Lexington Avenue, New York, New York 10022

W I T N E S S E T H:

WHEREAS, pursuant to a certain Declaration of Interest and Nominee Agreement (the "**Nominee Agreement**"), the Beneficial Owner is the owner of all of the beneficial and equitable interest and the Nominal Owner is the holder of the fee interest in certain real property located at 130-132 Harrison Street, Village of Newark, Wayne County, New York as more fully described in Schedule A attached hereto and made a part hereof (the "**Premises**") upon which the Beneficial Owner will complete the acquisition, construction and rehabilitation on the Premises of one three-story building and one two-story annex building containing a total of 101 residential units, approximately 78,280 square feet of open space, creation of 115 parking spaces, as well as any other improvements as described in the approved plans and specifications therefor, all being known, collectively, as "Coventry Commons" (the "**Project**"); and

WHEREAS, pursuant to this Agreement, all of the Project's 101 revenue-generating residential units (the "**Low Income Units**") shall be set aside for tenants whose household income is at or below 80% of the Area Median Income for the Rochester NY HUD Metropolitan FMR Area, as adjusted for family size ("**AMI**") and, subject to the terms hereof, further restricted as follows: 8 units shall be set aside for tenants whose household income is at or below 40% of AMI ("**40% AMI Units**"); 32 units shall be set aside for tenants whose household income is at or below 50% of AMI ("**50% AMI Units**"); 43 units shall be set aside for tenants whose household income is at or below 60% of AMI ("**60% AMI Units**"); 10 units shall be set aside for tenants whose household income is at or below 70% of AMI ("**70% AMI Units**"); and 8 units shall be set aside for tenants whose household income is at or below 80% of AMI ("**80% AMI Units**");

WHEREAS, pursuant to the Building Loan and Project Loan Agreement dated as of the date hereof between the Beneficial Owner and Agency (the "**Loan Agreement**"), the Project is to be financed in part by a mortgage loan from the Agency in an amount not to exceed $28,950,000 (the "**First Mortgage Loan**"), which will be evidenced by a promissory note dated as of the date hereof and executed by Beneficial Owner (the "**Note**") and secured by a Mortgage, Assignment of Leases and Rents and Security Agreement granted by the Owners in favor of the Agency (as may be amended, modified or supplemented, the "**First Mortgage**"), which will be recorded in the land records of the Office of the County Clerk of Wayne County (the "**Clerk's Office**"); and

WHEREAS, the Agency has used a portion of the proceeds from its State Personal Income Tax Revenue Bonds (Economic Development and Housing), 2024 Series B (the "**Bonds**") to fund the First Mortgage Loan; and

WHEREAS, during the period of construction and lease up of the Project, the First Mortgage Loan will be secured, *inter alia*, by an irrevocable direct pay letter of credit (the "**LOC**") issued by Citizens Bank, National Association (the "**LOC Bank**"), and the Agency will enter into a Servicing and Release Agreement, dated as of the date hereof, with the LOC Bank and the Beneficial Owner pursuant to which the Agency will designate the LOC Bank as the servicer of the First Mortgage and the Subsidy Mortgage (as defined below), and delegate to the LOC Bank certain of its rights as mortgagee thereunder; and

WHEREAS, simultaneously herewith, the Project is to be financed in part by a second priority subordinate mortgage loan from the Agency in an aggregate amount not to exceed $9,440,325 comprised of funds made available from the Agency's New Construction Program (the "**Subsidy Loan 1**"), which Subsidy Loan will be evidenced by a promissory note and secured by a certain mortgage dated as of the date hereof and granted by the Owners in favor of the Agency (as may be amended, modified or supplemented, the "**Subsidy Mortgage 1**" and, collectively, with each and every document executed by or in favor of the Agency in connection with the Subsidy Loan, the "**Subsidy Loan 1 Documents**"); and

WHEREAS, simultaneously herewith, the Project is to be financed in part by a second priority subordinate mortgage loan from the Agency in an aggregate principal amount not to exceed $3,262,500 comprised of funds made available from the Agency's Clean Energy Initiative Program (the "**Additional Subsidy Loan**"; collectively with Subsidy Loan 1, the "**Subsidy Loan**"), which Additional Subsidy Loan will be evidenced by a promissory note and secured by a certain mortgage dated as of the date hereof and granted by the Lessees in favor of the Agency (as may be amended, modified or supplemented, the "**Additional Subsidy Mortgage**"; collectively with Subsidy Mortgage 1, the "**Subsidy Mortgage**"; each and every document including the Additional Subsidy Mortgage executed by or in favor of the Agency in connection with the Additional Subsidy Loan, the "**Additional Subsidy Loan Documents**"; collectively with the Subsidy Loan 1 Documents, the "**Subsidy Loan Documents**"); and

WHEREAS, simultaneously herewith, the Project is to be financed in part by a second priority subordinate mortgage loan from Housing Visions Consultants, Inc. (the "**Sponsor**") in an aggregate principal amount not to exceed $2,310,000 (the "**Sponsor's Loan**") which shall be evidenced by a promissory note and secured by a certain mortgage dated as of date hereof granted by the Owners in favor of the Sponsor (as may be amended, modified or supplemented, the "**Sponsor's Mortgage**"); and

WHEREAS, simultaneously herewith, Beneficial Owner will obtain additional financing for the Project in the form of a subordinate permanent mortgage loan in the principal amount of $1,000,000 from the Village of Newark, funded with the proceeds received from RESTORE NY funds, which loan will be evidenced by a promissory note and secured by a certain mortgage dated as of the date hereof (the "**RESTORE NY Loan**"); and

WHEREAS, the Project is expected to benefit from an as of right tax abatement under New York State Real Property Tax Law 581-a from the Town of Arcadia for a term of at least forty (40) years;

WHEREAS, the Agency has found and determined that the Project is to be occupied by persons or families of low or moderate income pursuant to the restrictions set forth in this Agreement; and

WHEREAS, the Agency is a credit administering agency under §42 of the Code, and the Agency has approved the allocation to the Beneficial Owner of low-income housing tax credits ("**LIHTC**") pursuant to §42(h)(4) of the Code, and the Agency serves as the housing credit agency with regard to LIHTC allocation and compliance monitoring with respect to the Project; and

WHEREAS, pursuant to Article 2-A of the New York State Public Housing Law (the "**Statute**") and 9 NYCRR Part 2040.14 (the "**Regulations**"), DHCR is authorized to allocate certain New York State tax credits ("**SLIHC**") for the purpose of facilitating investment in housing which meets the eligibility requirements of the Statute, and has approved an allocation of such tax credits to the Beneficial Owner in accordance therewith; and

WHEREAS, HFA and DHCR require, as a condition of the issuance of the Bonds, financing of the First Mortgage Loan and the Subsidy Loan and the allocation to the Project of LIHTC and SLIHC, that the Owners agree to the restrictions running with the land and binding on each of their respective successors, assigns, heirs, grantees or lessees for the term of this Agreement as set forth herein, and the First Mortgage, and that the Owners consent to be regulated by HFA and DHCR as set forth herein, to: (i) preserve the tax-exempt status of the Bonds; (ii) meet the requirements of §44.29-a of the PHFL; (iii) meet the requirements of §42 of the Code with regard to LIHTC; and (iv) meet the requirements of the Statute and the Regulations with regard to the SLIHC; and (v) ensure that other public benefit requirements are met;

NOW THEREFORE, the parties do hereby agree as follows:

1.0 **DEFINITIONS** - Except as otherwise defined herein, all capitalized words and phrases herein shall have the meanings assigned to such terms in the First Mortgage and the Code. For general rules of interpretation, see Section 7.1. In addition, the following words and phrases as used in this Agreement shall have the following meanings:

"__% AMI Units" and **"__% AMI Units"** shall have the respective meanings assigned in the recitals to this Agreement.

"Agency" and/or **"HFA"** shall mean the New York State Housing Finance Agency.

"Agreement" shall mean this Regulatory Agreement.

"Area Median Income" or "**AMI**" shall mean the area median gross income for the county or metropolitan statistical area in which the Project is located, as determined from time to time by the Secretary of the United States Department of Housing and Urban Development ("**HUD**") as applicable pursuant to the Code; references to 60% of AMI shall mean amounts established by HUD constituting 120% of the Very Low Income Limit for HUD's Section 8 programs. As used herein, AMI shall be deemed to be adjusted for family size in accordance with applicable income limits as published by HUD from time to time.

"Assumption Fee" shall have the meaning assigned in Section 5.5(e) of this Agreement.

"**Beneficial Owner**" shall mean Coventry Commons, LLC, and its permitted successors and assigns.

"Beneficial Owner's Tax Certification" shall have the meaning assigned in Section 5.8(b).

"Bonds" shall have the meaning assigned in the recitals to this Agreement.

"Clerk's Office" shall have the meaning assigned in the recitals to this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, the Treasury Regulations and published administrative positions of the Internal Revenue Service set forth in Revenue Procedures, Revenue Rulings, and other Internal Revenue Service publications with binding authority applicable thereunder.

"Compliance Period" shall have the meaning assigned in Section 3.1 of this Agreement.

"Conversion Date" shall mean the date that the SONYMA Mortgage Insurance Policy has been declared effective.

"Credit Period" shall have the meaning assigned in Section 3.1 of this Agreement.

"Debt Service" shall have the meaning assigned to it in the **"Operating Expenses"** section of these definitions.

"DHCR" shall mean the New York State Division of Housing and Community Renewal.

"Early Termination" shall have the meaning assigned in Section 3.2(b) of this Agreement.

"Eligible Basis" shall have the meaning assigned in Section 6.2(a)(7) of this Agreement.

"ELIHC" shall have the meaning assigned in Section 3.2(a) of this Agreement.

"Event of Default" shall have the meaning assigned in Section 2.1 of this Agreement.

"Equity Investor Sponsor" shall mean CREA, LLC.

"Extended Use Period" shall have the meaning assigned in Section 3.2(b) of this Agreement.

"Federal Section 8" shall have the meaning assigned in Section 3.1 of this Agreement.

"First Mortgage" and **"First Mortgage Loan"** shall have the respective meanings assigned in the recitals to this Agreement.

"GAAP" shall have the meaning assigned in Section 6.1(g) of this Agreement.

"General Public" shall have the meaning given in §1.42-9 of the Treasury Regulations, as clarified by §42(g) of the Code.

"Governmental Entity" shall have the meaning assigned in Section 5.6(b) of this Agreement.

"Guidelines" shall mean the Agency's Fair Housing and Tenant Selection Guidelines, as the same may be amended from time to time.

"HFA Mortgages" shall have the meaning assigned in Section 2.1(a) of this Agreement.

"HFA Servicing Fee" shall have the meaning assigned in Section 7.11(a) of this Agreement.

"Individuals of Low Income" shall mean individuals and families: (i) whose income is 60% or less of Area Median Income for purposes of §142(d) (2) (B) and §142(d) (3) of the Code and §1.103-8 (b) (8) (v) of the Tax Regulations (except that "60 percent" shall be substituted for "80 percent" therein); and (ii) who are individuals of low income within the meaning of the New York State Housing Finance Agency Act, Article III of the PHFL.

"Investor Member" shall mean CREA Coventry Commons, LLC.

"LIHTC" shall have the meaning assigned in the recitals to this Agreement.

"**Loan Agreement**" shall have the meaning assigned in the recitals to this Agreement.

"**Loan Documents**" shall mean, collectively, the Note, the First Mortgage, the Loan Agreement and each and every document executed with, by or in favor of the Agency in connection with the First Mortgage Loan.

"LOC" and **"LOC Bank"** shall have the respective meanings assigned in the recitals to this Agreement.

"Long Term Holding Period" shall have the meaning assigned in Section 5.5(e) of this Agreement.

"Low Income Rider" shall have the meaning assigned in Section 4.4 of this Agreement.

"Low Income Units" shall have the meaning assigned in the recitals to this Agreement.

"Managing Member" shall mean Coventry Commons Managing Member, LLC, and its permitted successors and assigns.

"Monitoring Fee" shall have the meaning assigned in paragraph 7.11(b) of this Agreement

"Nominal Owner" shall mean Coventry Commons Housing Development Fund Corporation, its successors and assigns.

"Nominee Agreement" shall have the meaning assigned in the recitals to this Agreement.

"Note" shall have the meaning assigned in the recitals to this Agreement.

"Premises" shall have the meaning assigned in the recitals to this Agreement.

"Principal" shall mean Benjamin P. Lockwood.

"Prohibited Person" shall have the meaning assigned in Section 5.6(a) of this Agreement.

"Prohibited Person Certification" shall have the meaning assigned in Section 5.5(h) of this Agreement.

"Project" shall have the meaning assigned in the recitals to this Agreement.

"**Qualified Contract Termination**" shall have the meaning assigned in Section 3.2(b).

"Qualified Project Period" shall have the meaning assigned in Section 3.1.

"Regulations" shall have the meaning assigned to it in the recitals of this Agreement.

"Replacement Reserve Account" shall have the meaning assigned in Section 5.3(a).

"Replacements" shall have the meaning assigned in Section 5.3(b).

"SLIHC" shall have the meaning assigned in the recitals to this Agreement.

"SONYMA", **"SONYMA Commitment"**, and **"SONYMA Mortgage Insurance Policy"** shall each have the meanings assigned in the recitals to this Agreement.

"Subsidy Loan", **"Subsidy Loan Documents"** and **"Subsidy Mortgage"** shall each have the respective meanings set forth in the recitals to this Agreement.

"Statute" shall have the meaning set forth in the recitals to this Agreement.

"Tax Department" shall have the meaning assigned in Section 3.3(b).

"Transfer Fee" shall have the meaning assigned in Section 5.5(e).

"Unauthorized Transfer Fee" shall have the meaning assigned in Section 5.5(f).

2.0 **ENFORCEMENT**

2.1 Incorporation in First Mortgage and Termination of Agreement

(a) This Agreement and the restrictions hereunder are hereby incorporated by reference into the First Mortgage and the Subsidy Mortgage (collectively, the "**HFA Mortgages**") whenever such mortgages are made in whole or part, so that an Event of Default (as defined herein) hereunder, after expiration of any applicable notice and cure periods, shall constitute an "**Event of Default**" under the HFA Mortgages. For purposes of this Agreement, an Event of Default shall be deemed to have occurred if the Owners shall fail to observe any requirement or perform any obligation imposed on the Owners by this Agreement, and the Owners fail to cure such default within thirty (30) days after the Owners and the LOC Bank (for so long as the LOC is outstanding) receive written notice of such default from the Agency, unless such default shall not be a willful default and can be cured but cannot by its nature be cured within such thirty (30) day period, in which case an Event of Default shall not be deemed to have occurred so long as the Owners commence such cure as soon as reasonably possible and proceed with due diligence to cure such default; provided, however, that in any case an Event of Default shall be deemed to have occurred (i) when and if interest on the Bonds shall be includable in gross income for federal income tax purposes or (ii) thirty (30) days before the Agency shall be required to commence foreclosure of the First Mortgage in order to prevent interest on the Bonds from becoming includable in gross income for such purposes.

(b) Except as limited in Section 3.2 hereof in regard to LIHTC, in the event of foreclosure or deed-in-lieu of foreclosure with respect to the First Mortgage Loan, this Agreement and the restrictions hereunder shall automatically terminate provided the Bonds are redeemed at the first available call date and further provided that the Subsidy Mortgage has been paid in full. However, if the obligor on the First Mortgage Loan or a related person (within the meaning of §144(a)(3) of the Code) thereafter obtains, during the term of this Agreement (as determined by Section 3.1), an ownership interest in the Project for tax purposes, this Agreement shall be revived in full force and effect to the extent of the restrictions hereunder which affect the exclusion from federal income taxation of interest on the Bonds. In addition, this Agreement and the restrictions hereunder shall, in the Agency's sole discretion, cease to apply partially or entirely in the event of involuntary noncompliance caused by unforeseen events such as fire, seizure, requisition, condemnation, change in federal law, or action of a federal agency after the date of issue, which prevents the Agency from enforcing any restriction hereunder, provided the Bonds are retired at the first available call date following such event.

2.2 Recording and Lien Provisions - The benefits and burdens of this Agreement shall run with the land and bind the respective interests of the Beneficial Owner and the Nominal Owner in the Project and the Premises. The Beneficial Owner, at its cost and expense, shall cause this Agreement to be duly recorded, filed, re-recorded, and refiled in such places as to the Premises, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Agency to enforce this Agreement. At the request of the Beneficial Owner or the Nominal Owner, the Agency shall provide an instrument executed in recordable form at such time as the term of this Agreement has expired and the obligations of the Owners have been satisfied, releasing the Owners and the land from this Agreement.

2.3 Remedies

(a) The injury to the Agency arising from non-compliance with any of the terms of this Agreement would be great, and the effect of misrepresentations of fact and any violations by the Owners of warranties and covenants under this Agreement would be irreparable, and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, upon the occurrence of an Event of Default, the misrepresentation of fact, or violation of any warranty or covenant under this Agreement by Beneficial Owner or the Nominal Owner, after expiration of applicable notice and cure periods, if any, the Agency, at its option, may apply to any state or federal court, for specific performance of this Agreement, for an injunction against any Event of Default, noncompliance with or misrepresentation of fact under this Agreement, or for such other relief as may be appropriate in addition to its right to foreclose or require foreclosure of any of the HFA Mortgages, entirely or partially, pursuant to the respective terms thereof. Noncompliance with any of the terms of this Agreement may jeopardize the tax-exempt status of the Bonds. The Agency is obligated to notify the Internal Revenue Service of non-compliance with this Agreement that results in non-compliance under the Code with respect to the LIHTC.

(b) For purposes of this Agreement, the date of non-compliance or misrepresentation shall be the date such non-compliance or misrepresentation was first discovered by the Beneficial Owner, the Nominal Owner or the Agency, or would have been first discovered by the Beneficial Owner or the Nominal Owner or the Agency by the exercise of reasonable diligence

2.4 Indemnification

(a) The Beneficial Owner shall indemnify and hold the Agency harmless from and against any and all claims, demands, liability, loss, cost or expense (including but not limited to documented attorney fees and other costs of litigation) which may be incurred by the Agency arising out of or in any way related to the Beneficial Owner's breach of any of its obligations under this Agreement or any action taken by the Agency (other than willful misconduct, fraud, or gross negligence on the part of the Agency) to enforce or exercise its rights under this Agreement as a result of such breach. The obligations under this Section shall survive the termination or expiration of this Agreement as necessary to effectuate its provisions. This indemnity is not a guarantee of any portion of the First Mortgage Loan.

(b) Any subsequent owner of the Project shall be liable or obligated for the breach or default of any obligation of any prior owner (including the Beneficial Owner) under this Agreement, including but not limited to any payment of any indemnification obligation. Notwithstanding the prior sentence, neither the LOC Bank nor its nominees, successors and/or assigns in the event of

foreclosure or deed-in-lieu of foreclosure of the Mortgage nor any purchaser of the Project in connection therewith, shall be liable or obligated for the breach or default of any obligation of any prior owner (including the Beneficial Owner) under this Agreement, however, the owner of the Project at the time the default or breach occurred shall remain liable for any and all damages occasioned thereby even after such entity ceases to hold an ownership interest in the Project.

3.0 TERM

3.1 Term of Agreement - The term of this Agreement shall commence on the execution and delivery hereof and shall extend through a period ("**Qualified Project Period**") terminating on the latest of the following:

(i) the date which is fifteen (15) years after the date on which 50% of the residential units in the Project are first occupied;

(ii) the first date on which no Bonds (and no other private activity bonds relating to the Project) are outstanding;

(iii) if applicable, the date on which any project based assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended ("**Federal Section 8**") terminates;

(iv) the date on which the First Mortgage Loan, as may be modified, supplemented and/or extended, is no longer outstanding;

(v) the date on which the Subsidy Loan is no longer outstanding;

(vi) the end of a period (the "**Compliance Period**") consisting of 15 taxable years of the Beneficial Owner commencing with the first taxable year of the credit period ("**Credit Period**") as defined in §42(f)(1) of the Code with respect to any building in the Project;

(vii) the expiration or earlier termination of the Extended Use Period, as defined in Section 3.2 (b), below, or

(viii) August 1, 2067.

Additionally, as provided in Section 3.2 hereof, certain provisions of this Agreement shall continue in effect beyond the end of the Qualified Project Period. The Owners acknowledge that the Qualified Project Period and other periods required by this Agreement may represent a longer period than that which would otherwise be required by the Code to ensure the tax-exempt status of the Bonds or the allowance of LIHTC or any property tax exemption.

3.2 Special Rules for Tax Credits - (a) This Section 3.2, together with such other provisions of this Agreement as are necessary to give effect to and enforce the provisions hereof, constitute an "extended low income housing commitment" ("**ELIHC**") in accordance with the requirements of §42(h)(6)(B) of the Code, arising from an election by the Beneficial Owner to accept the benefits of LIHTC and the Agency financing in relation to the Project. Failure to comply with the provisions of the ELIHC shall be an Event of Default under this Agreement and thereby the HFA Mortgages, and the Agency or its successors may exercise any of the remedies available hereunder or thereunder. Furthermore, the Agency may seek specific performance of the ELIHC by the Beneficial Owner or any successor in interest thereto, without declaring an Event of Default

pursuant to the HFA Mortgages, and without waiving any remedies under any of the HFA Mortgages, by filing an action in any court of competent jurisdiction in the State of New York. Any existing, past or prospective tenant of the Project who qualifies, qualified or would qualify as a low income occupant pursuant to §42(g) of the Code is hereby expressly agreed to be a beneficiary of this ELIHC and may apply to any court of competent jurisdiction in the State of New York for specific performance of any provisions of the ELIHC, notwithstanding any action that may or may not be taken by the Agency.

(b) The ELIHC shall begin on the first day of the Compliance Period and remain in effect until 15 years after the end of the Compliance Period ("**Extended Use Period**") except that the Extended Use Period will terminate earlier ("**Early Termination**") on the date of foreclosure of the First Mortgage or deed-in-lieu of foreclosure (unless such events are part of an arrangement with the Beneficial Owner to cause an early termination as determined by the Internal Revenue Service). The Extended Use Period will not be subject to Early Termination pursuant to §42(h)(6)(E)(i)(II) of the Code (a "**Qualified Contract Termination**").

(c) Notwithstanding anything herein to the contrary, the terms of this Agreement necessary to effectuate the terms and conditions of this Section 3.2 shall continue through the expiration of this Agreement or Early Termination.

(d) During the Extended Use Period:

(1) except as provided in Section 4.2 of this Agreement, all of the Low Income Units, constituting not less than 100% (i.e., 101 units) of the revenue-generating units in the Project (or such other percentage determined by the Agency upon issuance of the Internal Revenue Service Form 8609 in relation to the Project) shall be occupied or available for occupancy by qualified families or individuals earning not more than 80% of the AMI;

(2) the Rents (as defined in Section 4.3, below) payable by such families or individuals qualifying for the Low Income Units, as adjusted by utility allowances and any rental subsidies approved by the Agency in accordance with the Code, shall not be more than 30% of the applicable AMI for such Low-Income Unit, each adjusted for family size as follows:

(i) for studio or efficiency apartments having no separate bedrooms, the designated family size shall be a 1-person family; and

(ii) for apartments containing at least one bedroom, the designated family size shall be equal to 1.5 times the number of bedrooms.

(3) no portion of any building in the Project shall be disposed of to any person unless all of such building is disposed of to such person;

(4) the Beneficial Owner shall not refuse to lease to a holder of a voucher or certificate of eligibility under the Federal Section 8 program because of the status of the prospective tenant as such a holder;

(5) during the Extended Use Period and for the three (3) year period following an Early Termination:

(i) no existing tenant (i.e., the tenant occupying the respective Low Income Unit during the Extended Use Period, or upon the occurrence of an Early Termination of the Extended Use Period) may be removed whether by eviction, expiration of lease, or for any reason other than good cause; and

(ii) no rents for any Low Income Unit occupied by such existing tenant may be increased, except as permitted under §42 of the Code; and

(6) the "applicable fraction" (as defined in §42(c)(1) of the Code) for the Project shall be 100% or such other amount as determined by the Agency upon the issuance of the Internal Revenue Service Form 8609 (the Low Income Housing Tax Credit Allocation Certification).

3.3 Special Rules for SLIHCs - (a) In addition to all other requirements set forth herein:

(1) 100% of the Low Income Units in the Project shall be occupied or available for occupancy by qualified families or individuals earning not more than 80% of the AMI;

(2) the "applicable fraction" (as defined in §42(c)(1) of the Code) for each Project with respect to the SLIHCs shall be 100% or such other amount as determined by the Agency upon the issuance of the New York State Department of Taxation and Finance Form DTF-625; and

(3) the Owners shall comply with the terms and provisions of the Statute and the Regulations and all requirements with respect to the allocation of SLIHCs set forth in Exhibit C attached hereto. In the event of any conflict between the terms set forth in the body of this Agreement and the terms set forth in Exhibit C, the more restrictive provision shall prevail.

(b) In addition to any remedies it may have at law or equity in the event of the Owners' failure to comply with this agreement, the Agency shall notify the New York State Department of Taxation and Finance (the "**Tax Department**") of any non-compliance with the provisions of the Statute or the Regulations, which it discovers on audit, inspection, or review of the Project or in some other manner. Failure to comply with the reporting requirements set forth in Article 6 hereof shall result in the Agency's notification to the Tax Department of such failure.

4.0 TENANTS AND LEASES

4.1 Rental Restrictions - Once available for occupancy each residential unit (other than any unit approved by the Agency for occupancy by a superintendent) must be rented or available for rental on a continuous basis to members of the General Public and occupied by individuals or families as their residence. No portion of the Project and none of the units in the Project will, at any time during the term of this Agreement, be used on a transient basis, for example, as a trailer park or trailer court or a hotel, motel, , dwelling for short-term rentals, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium or rest home. Use on a transient basis shall mean the rental of units for an initial lease term of less than 12 months.

4.2 Low Income Occupancy Requirements - (a) Continuously during the term of this Agreement all of the Low Income Units shall be occupied and, once having been so occupied, held available for occupancy by Individuals of Low Income. Unit distribution shall be as further set forth in Exhibit A attached hereto.

In accordance with Treasury Regulation §1.103-8(b) (8) and for LIHTC purposes, in accordance with Treasury Regulation §1.42-5 (b) (1) (vii) and Internal Revenue Notice 88-80, families of low income shall be determined in a manner consistent with determinations of "lower income families" under Federal Section 8 (or if such program is terminated, under such program as was in effect immediately before such termination). Determinations under the preceding sentence shall include adjustments for family size. In accordance with procedures established by the Agency, the Beneficial Owner shall take reasonable steps to verify the low income status of all families or individuals who occupy any Low Income Unit.

(b) Each Low Income Unit shall continue to be treated as such, notwithstanding any increase in the income of the occupant of such Low Income Unit except as provided in the next sentence. Any Low Income Unit in which the aggregate income of the occupants as of the most recent annual recertification (as described in the Code) exceeds 140% of the applicable income limit (e.g., 140% of 60% of AMI, as applicable) shall not be treated as a Low Income Unit if after such determination but before the next determination, any residential unit of comparable or smaller size in the same building is occupied by a new resident whose income exceeds the applicable income limit. Occupancy of a unit shall refer to the date that the tenant has possession of the unit and the right to occupy such unit pursuant to a fully executed lease.

4.3 Low Income Unit Rents, Fees and Charges – (a) The annual rent for each of the Low Income Units shall not exceed 30% of the applicable AMI for such unit, adjusted for the presumed number of individuals occupying the unit as follows: for studio or efficiency apartments having no separate bedrooms, the designated family size shall be a 1-person family; and for units having one or more separate bedrooms, 1.5 individuals for each separate bedroom.

The term "**rent**" for purposes of this Section 4.3 and Section 3.2(d)(2): (A) does not include (i) any payment under Federal Section 8 or any comparable rental assistance program, or (ii) any fee for supportive services and/or rental assistance provided on behalf of supportive housing tenants paid to the Beneficial Owner, and (B) does include: (i) any utility allowance determined by the Secretary of Housing and Urban Development, as may be adjusted by the Agency or (ii) the cost of any utilities that would be covered by such utility allowance if the units were receiving Federal Section 8 assistance, to the extent such costs are payable by the tenant.

(b) Pursuant to the Code, the rents for Low Income Units shall be based on the applicable AMI and may be adjusted upward for inflation annually pursuant to the calculations of AMI made by HUD in accordance with the Code, but in no case shall the rents for the Low Income Units be adjusted downward. Further, the maximum rents will be reduced by a utility allowance, if applicable, which may be revised annually. The Beneficial Owner shall review the utility allowance annually pursuant to the provisions of Treasury Regulation §1.42-10(c)(2). Accordingly, each January the Beneficial Owner shall submit to the Agency documentation satisfactory to the Agency of any utility estimates, usage, cost projections and proposed utility allowance with respect to units in the building for the upcoming year. Based thereon, in accordance with the Code, the Agency shall approve the proposed utility allowance or determine the appropriate utility allowance applicable to the units in the building for such period. The Beneficial Owner's failure to provide such information on a timely, annual basis, to the satisfaction of the Agency, may result in the Agency delaying or denying a change in Low Income Unit rents, and may constitute noncompliance with applicable requirements of the Code.

(c) The Beneficial Owner shall not impose fees and charges upon the tenants of Low Income Units without the prior written consent of the Agency, except for the following: (1) a late payment charge not to exceed $25.00 if rent is paid after the tenth (10^{th}) day that the rent of such tenant is due; and (2) a bounced check or similar "insufficient funds" fee not to exceed the actual fee charged by the financial institution processing such rental payments.

4.4 Lease Provisions for Low Income Units - Beneficial Owner shall enter into a lease directly with the eligible occupant of each Low Income Units, which leases shall be for terms of at least one year and shall be expressly subordinate to the HFA Mortgages. In a separate rider acceptable to the Agency (the "**Low Income Rider**"), the lease shall state that: (i) the lease shall be terminated and the tenant may be evicted for failure to qualify pursuant to the income standards for that unit if a tenant has falsely certified household income or household composition; (ii) false certification constitutes material noncompliance under the lease; (iii) tenants shall be obligated to provide income certification, and any additional recertifications of income as the Agency and/or the Beneficial Owner shall require; (iv) in the event the unit is not receiving a Federal Section 8 subsidy, the Beneficial Owner's right to increase rent for an existing tenant over the amounts provided in Section 4.3(b) hereof upon the conclusion of the Qualified Project Period shall be conditioned upon the Beneficial Owner meeting the requirements of §42 of the Code as referenced in Section 3.2 hereof and the Beneficial Owner furnishing such tenant with a notice at least six months prior to such increase in a form acceptable to the Agency, and that if such notice is not given, such tenant shall be entitled to lease renewals at the rents provided for in Section 4.3(b) until such notice has been given and six months has elapsed; (v) subletting and the tenant's assignment of the lease shall be prohibited; and (vi) the Agency and its representatives or agents shall have the right to inspect such unit for the purpose of fulfilling the Agency's responsibilities under the Code. The form of lease to be utilized by the Beneficial Owner for each of the Low Income Units shall be subject to the Agency's prior written approval. Failure to utilize an approved form of lease for such units shall subject the Beneficial Owner to a penalty equal to one month's rent for each affected unit.

4.5 Fair Housing Marketing Guidelines - The Beneficial Owner shall, no less than 180 days prior to the first occupancy of the Low Income Units, submit to the Agency for its approval a marketing and tenant selection plan that is in compliance with the Agency's affirmative fair housing marketing guidelines. Such marketing plan shall specifically describe the method of

marketing to and selection of tenants for the Low Income Units. No marketing or selection of tenants for any of the Low Income Units shall be commenced prior to the approval of the Agency of the marketing and tenant selection plan. The Beneficial Owner will notify the Agency in writing of the date on which it intends to commence marketing and shall have such pre-occupancy meetings with the Agency as the Agency shall require. In addition, prior to the initial marketing of any units in the Project, the Beneficial Owner shall submit to the Agency for its records a copy of any proposed advertisement or other form of marketing of such units.

5.0 OPERATING RULES

5.1 Project Restrictions – The Project shall constitute a qualified multi-family residential rental project within the meaning of §142(d) of the Code and will be used for such purposes during the term of this Agreement. The Beneficial Owner warrants that the Project will be completed with due diligence substantially in accordance with building plans and specifications approved by the Agency for the Project and change orders approved by the Agency, to the extent approval of such change orders is required. The Project consists of a building or structure or several proximate buildings or structures which are located on a single tract of land or contiguous tracts of land with or without facilities directly related and essential thereto. The term "tract" means any parcels of land which are contiguous except for the interposition of a road, street, stream or similar property. Parcels are contiguous if their boundaries meet at one or more points. Pursuant to the plans and specifications and any change orders, all of the units in the Project have been or will be similarly constructed or rehabilitated, as applicable. The Beneficial Owner (or a party related to the Beneficial Owner) shall not occupy a unit in a building or structure unless such building or structure contains more than four units. All of the units in the Project shall contain within the unit complete living, sleeping, eating, cooking and sanitation facilities, all of which are separate and distinct from other units. In addition, the Project shall contain such other services and amenities as described in Exhibit B, attached hereto. All facilities used in connection with the Project are: (i) located on the Premises, (ii) solely for the benefit of tenants of the Project, and (iii) of a character and size commensurate with the needs of such tenants. Beneficial Owner shall use its best efforts to ensure that handicapped or disabled individuals in the Project are afforded equal access to such facilities.

5.2 Low Income Unit Requirements - To ensure that the Low Income Units are occupied by households of an appropriate number of individuals, the Beneficial Owner shall comply with the following standard for occupancy upon initial rental or re-rental of such units, or such smaller number if so required by local zoning or building department authorities or other governmental regulatory restriction In addition, the Low Income Units shall be allocated as follows:

Unit Size	Number of Persons	Number of Low Income Units
Studio	1	N/A
One Bedroom	1-2	80
Two Bedroom	2-4	21
Three Bedroom	3-6	N/A

Notwithstanding the above, the Beneficial Owner shall comply with the Agency's Occupancy Guidelines as the same may be modified, amended and/or supplemented from time to time.

5.3 Replacement Reserve Account – (a) The Beneficial Owner shall establish a replacement reserve account that shall be held and controlled by the Agency, to be known as the "**Replacement Reserve Account**". Commencing at the earlier of (i) the first day of the month following the month in which 90% occupancy is achieved, (ii) the Conversion Date, or (iii) the date on which the first amortization payment on the First Mortgage Loan becomes due, and on the first day of each month thereafter for so long as this Agreement is in effect, the Beneficial Owner shall deposit in the Replacement Reserve Account the amount of $300 per month (i.e., $3,600 per unit, per year). Said amounts may be reduced (not below zero) by the amounts required to be deposited by the Beneficial Owner into any replacement reserve account required to be maintained by any agreement with the LOC Bank (for so long as the LOC is outstanding). All interest earned on funds in the Replacement Reserve Account shall remain on deposit in the Replacement Reserve Account. The Agency shall not be responsible for any losses resulting from the investment of the Replacement Reserve Account or obtaining any specific level or percentage of earnings on such investment.

(b) The amount of monthly payments to the Replacement Reserve Account shall remain constant, until and unless revised in the reasonable discretion of the Agency based on (i) the results of the physical needs assessment report as described in subsection (c) below, (ii) the Project's history of repairs, (iii) the existing physical condition of the Project or (iv) other factors deemed reasonably relevant by the Agency. Upon Beneficial Owner's written request, in accordance with the Agency's requirements, the Agency shall disburse to the Beneficial Owner within a reasonable period of time, in a manner reasonably determined by the Agency, such amounts from the Replacement Reserve Account as may be necessary to reimburse or pay the Beneficial Owner for the actual approved cost of repairing and/or replacing building systems, equipment and other items of a capital nature, including, without limitation, the repair or refurbishing of common areas, required for the proper operation and marketing of the Project, or to remedy a situation deemed to be of an emergency nature ("**Replacements**"). No such disbursements shall be made, however, prior to the fifth (5th) anniversary of the date that deposits begin to be made by Beneficial Owner into the Replacement Reserve Account. The Agency may require the Beneficial Owner to reimburse into the Replacement Reserve Account the amount of any such disbursement, over a reasonable period of time to be determined by the Agency.

In no event shall the Agency approve or make any payment of funds from the Replacement Reserve Account unless such work and or materials have been performed or installed, as applicable and same has been approved by the Agency, which approval shall not be unreasonably withheld or delayed. If at any time the funds deposited in the Replacement Reserve Account are or will be insufficient to maintain the Replacement Reserve Account at a satisfactory level, as reasonably determined by the Agency, the Beneficial Owner, upon notification, shall at such times as may be designated by the Agency, deposit into the Replacement Reserve Account an amount determined by the Agency as reasonably necessary to restore the account to a sufficient level. The interest earned in the Replacement Reserve Account will remain in the Replacement Reserve Account and will not be used to offset any required payments by the Beneficial Owner into the Replacement Reserve Account.

In no event shall the Agency be obligated to approve the disbursement of funds from the Replacement Reserve Account if an Event of Default has occurred (as said term is defined in the Mortgage and as referred to herein) and is continuing under this Agreement, Loan Documents or the Subsidy Loan Documents, or if an act, event or condition shall have occurred and then be existing as of that date, which solely with notice or lapse of time, would constitute an Event of Default under this Agreement or under any of the Loan Documents or Subsidy Loan Documents. Notwithstanding the above, if an Event of Default has occurred and is continuing, for so long as the LOC is outstanding, the LOC Bank may request the Agency in writing to release funds from the Replacement Reserve Account for Replacements and thereupon such funds shall be disbursed.

(c) No earlier than the first day of the first month following the tenth anniversary of the date of the First Mortgage and on each tenth anniversary thereafter during the term of the First Mortgage Loan, the Beneficial Owner shall engage a licensed independent engineer or architect, acceptable to the Agency, to perform a physical needs assessment of the Project. The physical needs assessment shall be performed at the expense of the Beneficial Owner, which expense shall be reimbursable from the Replacement Reserve Account. At the discretion of the Agency, after review of the physical needs assessment report, the Beneficial Owner's required monthly payment to the Replacement Reserve Account may be adjusted within 90 days following the Agency's receipt of the physical needs assessment report so that the amount in the Replacement Reserve Account will, in the Agency's reasonable determination, be sufficient to pay for required Replacements as identified in said assessment. The Agency agrees that it shall exercise reasonable judgment as a prudent lender in determining such increases for required Replacements.

(d) Upon expiration of the Compliance Period, the remaining balance of any operating reserve for the Project as may be required pursuant to the Operating Agreement in excess of an amount equal to the aggregate total of: (i) an amount equal to three (3) months of operating expenses of the Project (based on the amount of operating expenses reported in the most recent audited financial statement for the Project), and (ii) an amount equal to three (3) months debt service for the HFA Mortgages shall be immediately deposited into the Replacement Reserve Account and administered in accordance with this Section 5.3. The Owners shall continue to maintain the balance in an operating reserve account.

(e) After payment in full of all sums secured by the First Mortgage and the expiration of this Agreement, the Agency shall disburse to the Beneficial Owner all amounts remaining in the Replacement Reserve Account.

5.4 Project Management - (a) The Beneficial Owner shall not employ or otherwise use or retain a managing agent for the Project other than Housing Visions Consultants, Inc. without the Agency's prior approval of such managing agent and the terms of its retention including compensation, which approval shall not be unreasonably withheld. Any renewal (other than any automatic renewal periods provided for in a previously approved management agreement) or termination of the managing agent's employment shall be subject to the Agency's approval, which approval shall not be unreasonably withheld or delayed. If the Beneficial Owner shall also retain a leasing/rental agent, other than the managing agent, such leasing/rental agent shall be subject to the Agency's approval and may not be replaced without the Agency's prior approval, which approval shall not be unreasonably withheld or delayed. If the Beneficial Owner retains a managing agent without having first received approval of the Agency, the Beneficial Owner will be subject to a monetary penalty equal to the lesser of (i) the amount of the monthly management

fee paid to the unapproved agent, or (ii) $20,000, which amount shall be assessed initially and for each month such agent is in place without Agency approval.

(b) The Agency reserves the right to review the performance of the managing agent. If the Agency notifies the Beneficial Owner of reasons for which it is not satisfied with the management of the Project, including but not limited to the failure to maintain the property or books and records of the Project, the Beneficial Owner shall cure such condition, or cause the managing agent to cure such condition, in a period of time not to exceed 30 days, provided that said time period may be extended for a reasonable period of time if Beneficial Owner is diligently and expeditiously seeking to cure such condition so long as such condition is curable in the Agency's reasonable judgment, or if such condition is not curable, Beneficial Owner shall engage a managing agent subject to approval by the Agency. The Beneficial Owner shall not thereafter employ or otherwise use or retain any managing agent for the property or any part thereof, without having first obtained the Agency's written approval of such managing agent and the agreement setting forth all the terms of such employment or retainer including compensation. The management agreement shall contain a provision that it is subject to termination upon written request by the Agency in accordance with the provisions hereof. The Beneficial Owner shall submit to the Agency such information as the Agency reasonably requires in order to review the background and qualifications of the new managing agent, including proof of a valid New York State real estate broker's license, and corporate/individual/principal financial statements in a form acceptable to the Agency. If the Beneficial Owner has not engaged a replacement managing agent acceptable to the Agency within 30 days after written notice provided by HFA to the Beneficial Owner in accordance with the provisions of this Section 5.4(b), or if there has been non-compliance hereunder which remains uncured for more than 30 days after written notice provided by the Agency to the Beneficial Owner, the Agency may act as the managing agent or unilaterally appoint a managing agent. In this case, the Beneficial Owner shall be obligated to pay a management fee to the Agency or the Agency-appointed entity, respectively, in the amount equal to the fee paid including accrued incentive payments, if any, to the preceding managing agent.

(c) Notwithstanding the provisions of Section 5.4(b) above, in the event that there is a need to replace the managing agent due to premature termination or otherwise, which requires immediate temporary replacement of the managing agent before approval can be obtained from the Agency, Beneficial Owner may employ a replacement managing agent, provided that the agreement for such employment is terminable upon receipt by Beneficial Owner of written notice that said managing agent is not acceptable to the Agency.

(d) The Agency reserves the right to review the performance of the leasing agent and may require the removal and replacement of such agent in a manner similar to the provisions set forth in subsections (b) and (c), above, except that the Agency shall not act in the capacity of leasing agent.

5.5 Change of Principals and Transfer Restrictions - (a) As used in this Section 5.5, the term "transfer" shall include any sale, transfer, assignment or other conveyance, provided, however, that the meaning of the term "transfer" shall not include a mortgaging of the Property.

(b) In addition to the restrictions on conveyance of any portion of the Project and the Premises set forth in the First Mortgage, (i) neither the Beneficial Owner nor the Nominal Owner shall transfer the Premises, the Project, or any part of either; (ii) none of the Nominal Owner, nor Beneficial Owner or the Managing Member shall permit any transfer of any direct or indirect

ownership interest therein, and (iii) neither the Beneficial Owner nor the Investor Member shall permit any transfer of a direct or indirect controlling interest in the Investor Member, in each case without the prior written consent of the Agency which consent shall not be unreasonably withheld or delayed. Any transfer or attempted transfer of the Project or any part thereof, or any direct or indirect interest in the Beneficial Owner or the Nominal Owner or Managing Member or any controlling interest in the Investor Member, that is, in each case, made without such consent of the Agency shall be null and void *ab initio*.

(c) Notwithstanding the provisions of Section 5.5(b), above, no consent of the Agency shall be required with respect to a transfer of any direct or indirect ownership interest in the Beneficial Owner or the Managing Member, provided that the Beneficial Owner shall give the Agency prompt written notice thereof including a representation and warranty that such transfer is made in accordance with the provisions of this Section 5.5, and that:

(i) after giving effect to such transfer: (A) there shall not be a change of any direct or indirect control of the Beneficial Owner, the Managing Member, or any Principal which is not an individual; (B) there shall not be a change of (1) more than 10%, in the aggregate, of the respective direct or indirect ownership interests in the Beneficial Owner or the Managing Member, or (2) more than 50% of any Principal which is not an individual; (C) one or more of the Principals will directly or indirectly retain an ownership interest in the Beneficial Owner, and (D) one or more of the Principals maintains all operational, managerial and financial control of the Beneficial Owner and the Project; or

(ii) a Principal, directly or indirectly, maintains all operational, managerial and financial control of the Beneficial Owner and the Project, and such transfer is:

(A) to a Principal or an entity wholly owned and controlled by the Principal, or

(B) by operation of law or, in the case of any Principal who is a natural person, transfers resulting from the death or incapacity of such person; or

(iii) such transfer is a result of the removal of such Managing Member in accordance with the provisions of the Operating Agreement, provided that the replacement Managing Member is an entity controlled by the Equity Investor Sponsor, provided that (x) the Agency has determined, in its sole discretion that the transferee is a special purpose entity formed by the Equity Investor Sponsor for the sole purpose of serving as the replacement managing member, (y) the terms of the Operating Agreement remain substantially in effect, and (z) such entity is not a Prohibited Person. Any replacement of the Managing Member by the Investor Member with an entity not described in the foregoing subsection 5.5(c)(iii)(x) shall require Agency consent however, no Transfer Fee or Assumption Fee shall apply with respect thereto. Any subsequent replacement of the Managing Member shall be subject to the Agency's consent and any applicable fees hereunder; or

(iv) such transfer is of the Investor Member's interest in the Beneficial Owner to an entity controlled by the Equity Investor Sponsor, provided that (x) the Agency has determined, in its sole discretion that the transferee is an entity formed by the Equity Investor Sponsor for the sole purpose of investing in and/or syndicating LIHTC, (y) the terms of the Operating Agreement shall remain substantially in effect, and (z) such entity is not a Prohibited Person.

(d) With respect to the Investor Member, no consent of the Agency shall be required for:

(i) any transfer of all or a portion of the ownership interest in the Investor Member to a new entity provided that the respective transferee is (1) an entity is controlled by an affiliate of the Equity Investor Sponsor whose sole purpose is investing in and/or syndicating LIHTC and (2) is not a Prohibited Person; or

(ii) any transfers of a non-controlling interest in the Investor Member, provided that the respective transferee is (1) not a Prohibited Person, and (2) the Equity Investor Sponsor, or an affiliate thereof whose sole purpose is investing in and/or syndicating LIHTC, remains the general partner, managing member or manager (as applicable) of the Investor Member.

(e) Each of the Beneficial Owner and the Nominal Owner represents and warrants that as of the date of this Agreement (i) it intends to own the Project for a long-term holding period commencing on the date hereof and extending through a period ending on the date which is a minimum of ten (10) years after the date on which at least 50% of the units in the Project have received a temporary certificate of occupancy and at least one unit is actually occupied ("**Long Term Holding Period**"), and (ii) the Beneficial Owner has no present intent to transfer direct or indirect ownership or control of the Project or any direct or indirect interest in any of the Owners or Managing Member. In connection with its consent to any transfer of the Project or any direct or indirect interest in any of the Owners or Managing Member, as required by this Section 5.5, the Agency will charge the Beneficial Owner a fee of one-half of one percent (0.5%) of the then outstanding principal amount of the First Mortgage Loan ("**Transfer Fee**"); provided, however, that if the proposed transfer occurs during the Long Term Holding Period, then in lieu of a Transfer Fee the Agency will charge an assumption fee ("**Assumption Fee**") based on the then outstanding principal amount of the First Mortgage Loan through the end of the period referenced below as follows:

Up to and including Year 1	7.0%
Year 2	6.0%
Year 3	5.0%
Year 4	4.0%
Year 5	3.0%
Year 6	2.0%
Year 7	2.0%
Year 8	2.0%
Year 9	1.0%
Year 10	1.0%

The Agency acknowledges that the Transfer Fee or Assumption Fee shall not apply to any transfers that do not require the Agency's consent under this Section 5.5 and agrees the Transfer Fee or Assumption Fee shall not apply to its consent to the removal of the Managing Member in accordance with the provisions of the Operating Agreement, however, in each case the Agency reserves the right to charge Beneficial Owner for any reasonable related out-of-pocket expenses and such other charges as the Agency, in its reasonable discretion, may deem appropriate in connection therewith.

(f) In the event that a transfer which pursuant to Section 5.5(b), above requires the Agency's consent has occurred without the prior consent of the Agency, then, in addition to any applicable Assumption Fee or Transfer Fee, the Beneficial Owner will be subject to a fee ("**Unauthorized Transfer Fee**") equal to the greater of (i) one half of one percent (0.5%) of the

then outstanding principal balance of the First Mortgage Loan, (ii) $2,500 per Low Income Unit; or (iii) $50,000.

(g) The Beneficial Owner shall, within five days after request of the Agency, furnish to the Agency the names of the officers, directors, members, partners and shareholders of Beneficial Owner or the Nominal Owner, together with such additional information as the Agency shall request with respect to such persons.

(h) In no event shall any conveyance of any portion of the Project or the addition or substitution of any constituent of the Beneficial Owner, or of any other person or entity directly or indirectly holding an ownership interest in the Beneficial Owner, be permitted if such conveyance is to, or such addition or substitution shall cause the Beneficial Owner to become, a Prohibited Person. At the Agency's request, the Beneficial Owner shall provide a certification, in a form acceptable to the Agency, in which the proposed transferee in connection with a contemplated Project ownership transfer shall certify to the Agency that it is not a Prohibited Person (the "**Prohibited Person Certification**"). At its discretion, the Agency shall require the Prohibited Person Certification irrespective of whether the Agency's consent is required pursuant to this Section 5.5.

(i) At any time when the First Mortgage no longer encumbers any interest in the Project, and none of the Bonds are outstanding, the Agency's consent shall not be required (and no Assumption Fee or Transfer Fee shall be charged by the Agency) with respect to any conveyance of any interest in the Project, or for any change in the ownership or control of any entity holding any interest in the Premises or the Project; provided that such conveyance or change does not cause the Project to be directly or indirectly owned by a Prohibited Person.

(j) The terms and conditions of this Agreement shall remain outstanding and enforceable against any new owner of the Project.

(k) Irrespective of whether the Agency's consent is required pursuant to the is Section 5.5, the Beneficial Owner shall notify the Agency in writing, within 30 days after the occurrence thereof, of: (A) any transfer of any direct ownership interest in Beneficial Owner or the Managing Member; or (B) any change in the Operating Agreement of the Beneficial Owner.

(l) Any request for Agency consent to any transfer under Section 5.5(b) must be submitted in writing to the Agency and must identify the prospective parties involved (with a certification that the proposed transfer is in compliance with Section 5.5(h)) and include before and after organizational charts. The requesting party shall also provide any other information as may be reasonably requested by the Agency. Any written notice to the Agency required hereunder must include a certification that the subject changes are in compliance with this Section 5.5.

(m) The Beneficial Owner certifies that the Operating Agreement and such other of its organizational documents as may be appropriate contain provisions which require that the Investor Member reimburse the Beneficial Owner for, or directly pay to the Agency without the right of reimbursement or recourse, any and all fees required under this Section 5.5 with respect to any conveyance or transfer of a controlling interest in the Investor Member.

5.6 Prohibited Persons - A "**Prohibited Person**" shall mean:

(a) any individual who has ever been convicted of a felony or any other crime involving moral turpitude, or is an Organized Crime Figure, as defined in Section 5.6(e) hereof, or is reputed to have substantial business or other affiliations with an Organized Crime Figure;

(b) any individual or entity against whom any action or proceeding is pending to enforce rights of any municipal, city, state or federal government, or any agency, department, public authority, public benefit corporation or local development corporation thereof ("**Governmental Entity**") arising out of a contractual obligation to any such Governmental Entity;

(c) any individual or entity with respect to whom any notice of monetary default which remains uncured has been given by any Governmental Entity;

(d) any individual who is an officer, director, or otherwise exercises managerial discretion or has an ownership interest in excess of 25% in:

(i) the owner of any one or more dwelling(s) subject to New York State Multiple Residence Law, which dwelling, while under the ownership of the owner in which the individual is an officer, director, or otherwise exercises managerial discretion, has been declared a nuisance by the responsible department, and such nuisance has not been removed by the owner in the time specified in the notice or order declaring the dwelling a nuisance (as such terms are defined and used in New York State Multiple Residence Law);

(ii) the owner of any one or more dwelling(s) subject to New York State Multiple Residence Law, with respect to which dwelling or combination of dwellings, on three distinct occasions, a tenant or tenants have withheld rent pursuant to a rent impairing violation having been noted in the official records of the responsible department, which violation the owner in which the individual is or was an officer, director, or otherwise exercises managerial discretion has failed to remove prior to that amount of time after which such failure permits a resident of such dwelling to legally withhold rent from the owner, and either no action to recover rent or possession has been brought by the owner, or the resident has prevailed in such action (as such terms are defined and used in New York State Multiple Residence Law);

(iii) the owner of any one or more dwelling(s) subject to New York State Multiple Dwelling Law, which dwelling, while under the ownership of the owner in which the individual is an officer, director, or otherwise exercises managerial discretion, has been declared a nuisance by the responsible department, and such nuisance has not been removed by the owner in the time specified in the notice or order declaring the dwelling a nuisance or fines and/or penalties have not been paid with respect thereto (as such terms are defined and used in New York State Multiple Dwelling Law); or

(iv) the owner of any one or more dwelling(s) subject to New York State Multiple Dwelling Law, with respect to which dwelling or combination of dwellings, on three distinct occasions, a tenant or tenants have withheld rent pursuant to a rent impairing violation having been noted in the official records of the responsible department, which violation the owner in which the individual is or was an officer, director, or otherwise exercises managerial discretion has failed to remove prior to that amount of time after which such failure permits a resident of such dwelling to legally withhold rent from the owner, and either no action to recover rent or possession has been brought by the owner, or the resident has prevailed in such action (as such terms are defined and used in New York State Multiple Dwelling Law).

(v) any entity which has ever been, or whose principals have ever been, suspended, debarred, disqualified, found non-responsible, had its and/or their prequalification revoked or otherwise has been declared ineligible to do business with any Governmental Entity or which could be deemed non-responsible under New York law.

(e) an individual shall be deemed to be an "Organized Crime Figure" if he or she is alleged as such in writing by a private investigation agency and such allegation has been confirmed by any state or federal prosecutorial, investigative or regulatory agency or authority.

(f) any individual or entity which (i) has engaged in a pattern or practice of impeding, denying or unreasonably delaying another entity's exercise of a right of first refusal granted in accordance with Section 42(i)(7) of the Code, or (ii) applied for or pursued a Qualified Contract Termination or held ownership interests in any project that has applied for or pursued a Qualified Contract Termination, or (iii) is an officer, director, or otherwise exercises managerial discretion or has an ownership interest in excess of 25% in an entity described in the preceding subsections (i) or (ii).

5.7 Changes to Structure of Beneficial Owner Entity - The Beneficial Owner may not materially modify, amend or otherwise materially change the terms of its organizational documents without the prior written approval of the Agency, which approval shall not be unreasonably withheld, except that the approval of the Agency shall not be required if such modification or amendment is for the purpose of substituting or admitting a member or partner, as applicable, of the Beneficial Owner in accordance with Sections 5.5 and 5.9 hereof. In any event, the Beneficial Owner shall provide the Agency with such documents with revisions indicated, within 30 days of the execution thereof.

5.8 General Tax Covenants; Use of Mortgage Proceeds; Other Restrictions - The Beneficial Owner and the Nominal Owner each covenant that it will not take any action, or fail to take any action, or make any use of the Project or the proceeds of the Bonds (including investment earnings), in a way which would adversely affect the exclusion of interest on the Bonds from federal income taxation under the Code. The Beneficial Owner further covenants and agrees that:

(a) No portion of the First Mortgage Loan shall be used to provide any facilities other than the multi-family housing units and the portion of the Project that is functionally related and subordinate to such units.

(b) All certifications, representations and warranties made in the tax certification executed by the Beneficial Owner ("**Beneficial Owner's Tax Certification**"), in connection herewith, as the same may have been amended and approved by the Agency, together with all supplements thereto and all disbursement certifications, except as so amended and approved by the Agency, are and will be true and correct. All such certifications, representations and warranties are hereby incorporated and repeated herein with full force and effect. Specifically and not by way of limitation, the Beneficial Owner warrants the accuracy of the schedules of costs included therein. The Beneficial Owner and the Nominal Owner each agree to execute and deliver such amendments and supplements to this Agreement as are necessary to preserve the tax exempt status of interest on the Bonds.

(c) The Beneficial Owner and the Nominal Owner each covenants that it will comply with any use or occupancy requirement of any governmental entity providing any subsidy, tax abatement or regulatory approval for the Project, to the extent such requirements do not

irreconcilably conflict with the requirements of this Agreement, the First Mortgage or any rule, regulation or policy of any state or federal entity.

(d) In no event shall the Beneficial Owner, the Nominal Owner or any Principal become the registered or beneficial owner of any of the Bonds.

5.9 SONYMA Restriction on Transfer – In addition to any other condition, requirement or restriction contained in this Agreement, except as may be permitted pursuant to Section 5.5, above, the Beneficial Owner shall not convey, or further encumber, all or any part of the Project or the Beneficial Owner's interest in the Project, or obtain additional secondary financing (other than as contemplated by the First Mortgage), or transfer, assign or convey any of its membership, stock or partnership interests, as the case may be, without the prior written consent of SONYMA.

Section 5.10 Subsidy Layering Review for Project-Based Vouchers

(a) If the Owners receive project-based assistance for the Project, as defined in 24 CFR 983, the Owners shall ensure that the development and operating costs of the Project do not exceed the Safe Harbor Standards during the term of the Federal Section 8 Agreement to Enter Into a Housing Assistance Payments Contract ("**AHAP**") or Housing Assistance Payment ("**HAP**") Agreement, as applicable, pursuant to the Administrative Guidelines for Subsidy Layering Review ("**SLR**") for Federal Section 8 project-based vouchers ("**PBVs**"), as provided by HUD, and any regulation promulgated thereunder.

(b) Any modification or amendment to the Safe Harbor Standards applicable to the Project, and during the term of the Section 8 AHAP or HAP Agreement, shall be binding and shall not require notice by the Agency to take effect. A copy of HUD's Administrative Guidelines for SLR for PBVs is available online: https://www.govinfo.gov/content/pkg/FR-2023-03-13/pdf/2023-05045.pdf.

6.0 REPORTING

6.1 Information and Project Reports - (a) The Beneficial Owner shall submit to the Secretary of the Treasury, at such time and in such manner as the Secretary shall prescribe, annual certifications as to whether the Project continues to meet the requirements of §142(d) of the Code. The Beneficial Owner is on notice that the Code provides that failure to comply will subject the Beneficial Owner to penalty as provided in §6652(j) of the Code.

(b) The Beneficial Owner covenants and agrees to submit to the Agency annually, or more frequently if required in writing by the Agency, reports detailing such facts as the Agency reasonably determines are sufficient to establish compliance with the restrictions contained hereunder, including but not limited to monthly occupancy reports and annual certifications, in a form acceptable to the Agency, regarding tenant income qualification. The Beneficial Owner covenants and agrees to secure and maintain on file for inspection and copying by the Agency for at least six (6) years after the later of (i) the due date (including any extensions) for any filings required to be made by the Beneficial Owner with the Internal Revenue Service or its successor agency for that year or (ii) the end of the Qualified Project Period, such information, reports and certifications as the Agency may from time to time require in writing. The Beneficial Owner

further covenants and agrees to notify the Agency promptly if the Beneficial Owner discovers non-compliance with any restriction or covenant hereunder. The Agency agrees to notify the Beneficial Owner if the Agency discovers non-compliance with any restriction or covenant hereunder but the Agency's failure to do so shall not affect the Beneficial Owner's obligations hereunder.

(c) The Beneficial Owner shall promptly furnish to the Agency a copy of each lease and Low Income Rider entered into for each of the Low Income Units, together with a copy of each annual tenant income certification.

(d) Prior to issuance of the Internal Revenue Service Form 8609 with respect to any building in the Project, the Beneficial Owner shall file with the Agency a certificate of actual cost, which shall be accompanied by a certification of an independent certified public accountant reasonably acceptable to the Agency. The independent certified public accountant shall certify, in a format reasonably satisfactory to the Agency, that the amounts claimed as costs are necessary and reasonable, and ordinarily within the scope of the Project. The Agency reserves the right to reject the certificate of actual cost if it is inconsistent with the required format or is otherwise unsatisfactory to the Agency. Additionally, upon completion of the Project, the Beneficial Owner shall also certify to the Agency, based upon a review of its books and records by such certified public accountant, that the First Mortgage Loan proceeds have been spent in accordance with the Beneficial Owner's Tax Certification, as modified and approved by the Agency.

(e) From the date of the first rental of any unit in the Project and monthly throughout the term hereof, the Beneficial Owner shall submit to the Agency certifications (including a copy of the certification for any Federal Section 8 eligible tenant) and reports of the Beneficial Owner's compliance with the requirements of this Agreement in such detail as may be required by the Agency.

(f) The Beneficial Owner shall notify the Agency of the date of the following within ten days of the date thereof: (i) the issuance of any certificate of occupancy including any temporary certificate of occupancy; (ii) the rental of 50% of the units in the Project; and (iii) the rental of 80% of the units in the Project.

(g) The Beneficial Owner shall submit to the Agency within 90 days of the end of any other fiscal year, three copies of the Project's annual audited financial statements which submission may alternatively be made in electronic format acceptable to the Agency. The financial statements must (i) include a balance sheet, a statement of operations, income, and expenses, a statement of cash flows, and all related notes; (ii) be prepared in accordance with generally accepted accounting principles ("**GAAP**"); (iii) be presented in a two-year comparative format; and (iv) be accompanied by an opinion of an independent certified public accountant acceptable to the Agency stating that the financial statements were audited in accordance with GAAP. The Agency may require that the financial statements be prepared in a specific format which, where practical, will be provided to the Beneficial Owner in advance, and may require that certain subjects be included in the notes to the financial statements. The Agency may require interim period financial statements, certified by an officer of the Beneficial Owner, which shall be submitted within 60 days of the date of request, unless prior to the expiration of the applicable period, Beneficial Owner has requested an additional thirty (30) day extension, which request shall not be unreasonably denied by the Agency.

(h) Commencing with the first month a unit has been occupied and thereafter during the term of this Agreement, the Beneficial Owner shall submit to the Agency, on or before the 20th

day of each month, (i) a cash flow statement and a schedule of accounts payable for the preceding month certified by an authorized representative of the Beneficial Owner. Such cash flow statement must also be prepared on a monthly basis as well as a cumulative basis (for all months which preceded it in the current fiscal year) for both budgeted and actual results and presented in a format reasonably acceptable to the Agency, and (ii) occupancy reports containing such information as reasonably required by the Agency. In addition, the Beneficial Owner shall submit to the Agency an annual occupancy report no later than March 1 of each year.

6.2 Monitoring and Recordkeeping Requirements - (a) The Beneficial Owner shall keep records for each building in the Project showing for each year in the Qualified Project Period (except where otherwise indicated):

(1) The total number of residential rental units in the building (including the number of bedrooms and the size in square feet of each residential rental unit);

(2) The percentage of residential rental units in the building that are Low Income Units broken down with the applicable AMI percentages;

(3) The rent charged for each residential rental unit in the building (including any utility allowance);

(4) The Low Income Unit vacancies in the building and information that shows when and to whom the next available originally designated Low Income Units were rented;

(5) The annual income certification of each tenant unless and until the Agency in its sole discretion waives the requirement to collect and preserve income certifications on an annual basis;

(6) Documentation to support the income certification made by each tenant of a Low Income Unit (for example, a copy of the tenant's federal income tax return, Form W-2, or verifications of income from third parties such as employers or state agencies paying unemployment compensation), in accordance with Treasury Regulation §1.42-5(b)(1)(vii);

(7) The eligible basis as defined in §42(d) of the Code ("**Eligible Basis**") and the qualified basis as defined in §42(c) of the Code of the building at the end of the first year of the Credit Period;

(8) The character and use of the non-residential portion of the building included in the building's Eligible Basis (e.g., tenant facilities that are available on a comparable basis to all tenants and for which no separate fee is charged for use of the facilities, or facilities reasonably required by the Project); and

(9) Such other information as the Agency may reasonably request from time to time.

(b) The Beneficial Owner shall retain the foregoing records for each building in the Project for at least six years after the due date (with extensions) for filing the Beneficial Owner's tax return for that year, except that the records for the first year of the Credit Period shall be retained for at least six years beyond the due date (with extensions) for filing the federal income tax return for the last year of the Compliance Period.

(c) The Beneficial Owner shall certify in a sworn statement to the Agency, on the last business day of December of each year through and including the end of the Qualified Project Period, that, for the preceding 12 month period:

(1) The Project met the requirements of the 20-50 test under §42(g)(1)(A) of the Code, or the 40/60 test (25-60 in New York City) under §42(g)(1)(B) of the Code;

(2) There was no change in the "applicable fraction", as defined in §42(c)(1)(B) of the Code, of any building in the Project, or that there was a change, and a description of the change;

(3) The Beneficial Owner has received an annual income certification from each tenant of the Low Income Units (unless the Agency in its sole discretion waives the requirement to collect and preserve income certifications on an annual basis) and documentation to support that certification, or a substitute permitted under Treasury Regulation §1.42-5(c)(1)(iii);

(4) Each Low Income Unit in the Project was rent-restricted under §42(g) (2) of the Code;

(5) All units in the Project were for use by the General Public, except for any superintendent's units, and are used on a non-transient basis, and there has been no finding of discrimination (as defined in Treasury Regulation §1.42-5(c)(1)(v)) with respect to the Project or, if there is or has been such finding, a copy of any such finding has been forwarded to the Agency. The Beneficial Owner shall retain an original or a copy of such finding, if applicable, for review by the Agency during the inspection of the Project;

(6) Each building in the Project was suitable for occupancy, taking into account local health, safety and building codes applicable to the Project; or, if there have been any violations of such health, safety or building code, a copy of any notice or summons related thereto has been forwarded to the Agency with a description of the violation and a remedial action plan of the Beneficial Owner. The Beneficial Owner shall further indicate whether the violation has been corrected as of the time of certification or the Beneficial Owner's estimate of the time frame necessary for correction. The Beneficial Owner shall forward a copy of the violation to the Agency and retain the original violation report for review by the Agency during the inspection of the Project. Such reports must be retained until the completion of the Agency's inspection of the Project following the correction of the violation;

(7) There was no change in the Eligible Basis of any building in the Project or, if there was a change, the nature of the change;

(8) All tenant facilities included in the Eligible Basis of any building in the Project were provided on a comparable basis without charge to all tenants in the building;

(9) If a Low Income Unit became vacant during the year, reasonable attempts were or are being made to rent that unit to tenants having a qualifying income before any units in the Project were or will be rented to tenants not having a qualifying income;

(10) An extended low-income housing commitment as defined in §42(h)(6)(B) of the Code was in effect with respect to the Project, which included the requirement

under Code §42(h)(6)(B)(iv) that the Beneficial Owner cannot refuse to lease a unit in the Project to an applicant because the applicant holds a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437s;

(11) Each building in the Project complies with the requirements of the Code applicable to the Bonds;

(12) The Project has been and is in compliance with the Agency's Guidelines; the Beneficial Owner's marketing and tenant selection plan applicable to the Project, as filed with the Agency for its records, complies with the applicable rules as defined in the Agency's Guidelines; and there has been no finding of discrimination under any of such applicable rules, nor any complaint, investigation, administrative inquiry, or other action under such applicable rules, or, if there has been any such finding, complaint, investigation, administrative inquiry, or other action, Beneficial Owner shall provide a listing and an explanation thereof;

(13) There were no findings of discrimination under the Fair Housing Act or, if there have been such findings, an explanation thereof;

(14) The Beneficial Owner has complied with all requirements of the LIHTC program, as the same may be amended or supplemented, and with any additional reporting requirements which the Agency may have imposed in order to monitor compliance therewith; and

(15) Such other matters as the Agency may reasonably request from time to time.

(d) Each year, during the term of this Agreement, the Beneficial Owner shall retain and make available for inspection and review by the Agency a copy of the annual income certification (unless the Agency in its sole discretion waives the requirement to collect and preserve income certifications on an annual basis) from each tenant and a copy of the documentation the Beneficial Owner has received to support that certification and such other information as the Agency deems necessary to comply with the monitoring requirements of §42 of the Code.

(e) The Agency shall have the right to perform audits of the Project through the end of the Qualified Project Period. For this purpose, an audit includes an inspection of any building in the Project, an inspection of any unit in the Project (subject to the rights of tenants of the Project) and a review of the records described in Section 6.2(a) above. The costs and expenses of any audit or inspection performed by Agency personnel shall be borne by the Agency. The Beneficial Owner shall be solely responsible for any costs incurred by Beneficial Owner or Beneficial Owner's consultants in connection with any such audit or inspection. However, in the event the Agency determines in its sole discretion that it is necessary to engage a third party to conduct such audit or inspection as a result of Beneficial Owner's failure to perform its obligations hereunder, then such expenses shall be borne by Beneficial Owner.

The Beneficial Owner shall use reasonable efforts to assist the Agency with obtaining access to any unit in the Project, shall accompany Agency representatives with such inspections, and shall include a provision in the lease rider to the effect that the tenant shall give the Agency, its representatives or its agents the right to enter and physically inspect such unit. If the Agency cannot obtain access to a sufficient number of Low Income Units required to fulfill its obligations under the Code, notwithstanding the good faith efforts of the Beneficial Owner to assist the Agency

in obtaining such access, the Agency will be obligated to report such lack of access to the Internal Revenue Service as an incident of non-compliance with LIHTC regulations.

(f) The Agency shall provide prompt written notice to the Beneficial Owner if the Agency does not receive the certification described in paragraph (c) of this Section 6.2 or discovers on audit, inspection or review (or in some other manner) that the Project is not in compliance with the provisions of §42 of the Code. Additionally, the Agency shall file Form 8823, Low-Income Housing Credit Agencies Report of Noncompliance, with the Internal Revenue Service no later than 45 days after the end of the correction period (which period shall commence on the date that the Agency notifies the Beneficial Owner of noncompliance pursuant to the preceding sentence and shall extend for 60 days thereafter, unless the Agency determines that there is good cause for granting an extension of the correction period, in which case the period may be extended by the Agency for up to six months).

(g) The Agency shall retain records of noncompliance or failure to certify for six years after the Agency's filing of the respective Form 8823. The Agency shall retain the certifications described in subsection 6.1(c) for three years from the end of the calendar year the Agency receives such certifications.

(h) It is expressly understood by the Beneficial Owner that the Agency's monitoring of the Beneficial Owner's compliance with the requirements of §42 of the Code does not and will not make the Agency liable in any manner whatsoever for any noncompliance with such requirements.

6.3 Late Filing Penalties - Unless otherwise specified herein, all reports, certifications or information required under this Article 6 shall be submitted to the Agency by the 20th day of the month following the month to which they relate, and shall be in a format reasonably acceptable to the Agency. The Agency shall notify the Beneficial Owner in the event it has not received any report required hereunder within fifteen (15) days of the date due (as such due date may be extended upon approval of the Agency). If Beneficial Owner fails to submit such delinquent report within five (5) business days after the date of receipt of such notice, the Beneficial Owner will be subject to a late filing fee equal to the lesser of (i) five percent (5%) of the then current monthly mortgage Debt Service obligation, or (ii) $5,000, which amount will be assessed initially and for each succeeding month until such report is submitted. Notwithstanding the above, and with respect only to annual audited financial statements required pursuant to Section 6.1(f) above which have been granted a 30 day filing extension, failure to file such reports upon the expiration of such 30 day period (as such period may be further extended at the sole discretion of the Agency) will immediately, and without any notice required from the Agency, subject the Beneficial Owner to a late filing penalty equal to the lesser of (i) five percent (5%) of the then current monthly mortgage Debt Service obligation, or (ii) $20,000, which amount will be assessed initially and for each succeeding month until such report is submitted.

6.4 Energy Efficiency Requirements.

(a) Benchmarking Requirement - Beneficial Owner, at its own expense, shall contract with a benchmarking software provider capable of collecting automated energy usage data directly from utility companies, which shall include monthly and annual data on the heating, electric and water usage of the Project, and such additional information as may be reasonably required by the Agency, and report such information into the United States Environmental Protection Agency ENERGY STAR Portfolio Manager or other system as designated by the Agency, at such times and in such manner as may be required by the Agency.

(b) CEI Requirements - In compliance with CEI program requirements, commencing upon completion of construction or rehabilitation, as evidenced by the issuance of a certificate of occupancy or other local equivalent, and throughout the term hereof the Owners shall submit to the Agency the following no later than May 1 of each calendar year:

(1) copies of all utility bills showing consumption and cost for electricity, fuels, and water, or provide access to such information using the New York State Energy Research & Development Agency's Program's Data Release Authorization Form (DRAF). Such submissions shall cover each building in the Project's energy usage, including common area and individual unit consumption;

(2) operational cost data with respect to all CEI compliant equipment, including, but not limited to, service contracts, repair expenses, frequency of repairs, and in-house maintenance records for servicing or repair; and

(3) such additional information or documents as may reasonably be requested in writing by the Agency in connection with compliance with CEI program requirements.

(c) The Agency shall provide to the Beneficial Owner written instructions regarding implementation of each of the obligations described in this Section 6.4, which instructions may be modified by the Agency from time to time in any manner which the Agency determines, in its sole discretion, as may be necessary in order to comply with applicable reporting requirements.

7.0 GENERAL PROVISIONS

7.1 Interpretation and Section Headings - In this Agreement:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms as used in this Agreement refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement.

(b) Unless the context otherwise requires, words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words defined in the singular have the same meaning when used in the plural and vice versa.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities including public bodies, as well as natural persons.

(d) Any headings preceding the texts of any section, paragraph or subparagraph of this Agreement and table of contents appended to the copies hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All certifications, documents and instructions, including those regarding approvals, consents and acceptances, required to be given or made by any person or party hereunder shall be made in writing.

7.2 Parties Bound - This Agreement shall be binding upon the Beneficial Owner, the Nominal Owner, DHCR, and the Agency and any of their respective successors and assigns. Prior to any sale, transfer or other disposition of all or any portion of the Project, the Beneficial Owner and the Nominal Owner shall require the subsequent purchaser or transferee to assume in writing the Beneficial Owner's and Nominal Owner's obligations and duties under this Agreement and shall provide the Agency with a copy of such assumption. Such obligations and duties shall extend to the provisions that all partners, members and/or principals of the new owner shall also be bound hereby. Any sale, transfer or other disposition of any portion of the Project without such written assumption is null and void and not effective to result in the sale, transfer or other disposition of such portion of the Project or to relieve the Beneficial Owner or the Nominal Owner of obligations under this Agreement. The Beneficial Owner and the Nominal Owner each acknowledge that to the extent controlled by the Beneficial Owner or the Nominal Owner or any of the purchasers, transferees, partners and/or members or principals of the new owner, it is intended that each person who is "related" to any party bound by this Agreement shall also be bound by this Agreement.

7.3 Compliance with Equal Opportunity Laws and Regulations – The Beneficial Owner and the Nominal Owner shall comply with all applicable state and federal laws and regulations regarding affirmative action, equal opportunity in employment and fair housing laws.

7.4 Governing Law - This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with and governed by the laws of the State of New York. In the event of conflict between the provisions of this Agreement and federal laws, regulations and requirements, the latter shall prevail.

7.5 Notices - All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or by Federal Express, United Parcel Service or equivalent package delivery service, or mailed by certified or registered mail, return receipt requested, to the parties hereto at the following addresses, or to such other place as the Agency or the Beneficial Owner from time to time designate in writing:

If to HFA:

New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: Senior Vice President and Counsel

with a copy to:

New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Attention: Senior Vice President, Asset Management

If to DHCR:

New York State Division of Housing and Community Renewal
38-40 State Street
Albany, New York 12207
Attn: Counsel's Office

If to Beneficial Owner:

COVENTRY COMMONS, LLC
c/o HOUSING VISIONS CONSULTANTS, INC.
1201 East Fayette Street, Suite 26
Syracuse, New York 13210
Attention: Benjamin P. Lockwood

with a copy to:

Cannon Heyman &Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, NY 14210
Attention: Stephen L. Yonaty, Esq.

If to Nominal Owner:

COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION
c/o HOUSING VISIONS CONSULTANTS, INC.
1201 East Fayette Street, Suite 26
Syracuse, New York 13210
Attention: Benjamin P. Lockwood

If to Investor Member:

CREA COVENTRY COMMONS, LLC,
30 S. Meridian Street, Suite 400
Indianapolis, IN 46204
Attention: Melissa Parson

with a copy to:

Barnes & Thornburg LLP
41 S. High Street, Suite 3300
Columbus, OH 43215
Attention: Philip R. Westerman, Esq.

If to LOC Bank:

Citizens Bank, National Association
Community Development Group
300 Airborne Parkway, Suite 130
Buffalo, NY 14225
Attention: Royce L. Woods

with a copy to:

Harris Beach PLLC
716 Exchange Street, Suite 1000
Buffalo, NY 14219
Attention: Melanie C. Marotto, Esq.

7.6 Waiver - No omission by the Agency or act of the Agency other than a writing signed by it waiving a breach by the Beneficial Owner shall constitute a waiver thereof. No such waiver of any breach shall be deemed a waiver of any other or subsequent breach or affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

7.7 Severability - All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and the validity of other provisions of this Agreement and of the balance of any provision held to be invalid, illegal or unenforceable in part only, shall in no way be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had not been contained therein.

7.8 Counterparts - This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

7.9 HFA Sign - Subject to compliance with local laws and codes, during construction or rehabilitation (as applicable) of the Project and for a period of up to six (6) months thereafter, Beneficial Owner shall at its own expense provide, erect, maintain and insure a sign in a design format and of a size, materials and appearance required by the Agency, in a location at the Project acceptable to the Agency, and stating that the Project has been financed by the Agency. If the Beneficial Owner uses a sign provided by the Agency, the Beneficial Owner shall reimburse the Agency for the cost of the sign, including the cost of transporting the sign to the site of the Project.

7.10 Modification and Waiver - This Agreement and the provisions herein may not be waived, amended, modified or rescinded unless such waiver, amendment, modification or rescission is in writing, and signed by the Owners and the Agency.

7.11 Servicing/Monitoring Fee

(a) The Beneficial Owner shall pay to the Agency, in equal monthly installments in arrears, an annual servicing fee (the "**HFA Servicing Fee**") of 0.25% per annum on the outstanding principal amount of the First Mortgage Loan payable in equal monthly installments until the first day on which the First Mortgage is no longer outstanding, as calculated in accordance with the Note.

(b) Commencing on the first date on which the First Mortgage Loan is no longer outstanding until such time as this Agreement has expired or been terminated in accordance with its terms, the Beneficial Owner shall pay to the Agency an annual monitoring fee in the amount of the greater of: (i) 1% of the total rent revenue due from the Low Income Units (whether or not

collected); or (ii) $10,000 per annum which fee shall be payable in equal monthly installments ("**Monitoring Fee**").

7.12 Intentionally Omitted.

7.13 Sustainability Guidelines - The Project shall comply with the Agency's Sustainability Guidelines as the same may be modified, amended and/or supplemented from time to time.

7.14 Cure by Investor Member and LOC Bank - The Agency agrees to provide copies of all notices related to this Agreement to the Investor Member and, for so long as the LOC is outstanding, to the LOC Bank. The Investor Member and/or LOC Bank shall have the same right (but not the obligation) to cure any default under this Agreement as the Beneficial Owner or the Nominal Owner and any cure so made by the Investor Member and/or LOC Bank pursuant to this paragraph will be recognized by the Agency on the same basis as if made or tendered by the Beneficial Owner or the Nominal Owner.

7.15 Conflicts - In the event of any conflict or ambiguity between the terms or provisions of this Agreement and the terms or provisions of any other agreement affecting the use or occupancy of the Premises or Project, whether denominated a regulatory agreement, restrictive declaration or otherwise, to be entered by the Owners on the date hereof, or hereafter, the more restrictive provision shall govern.

7.16 Sales Tax Exemption Requirements. (a) The Nominal Owner and the Beneficial Owner shall not amend the Nominee Agreement, assign their interests in the Nominee Agreement, or enter into a new nominee agreement concerning the Project without the prior written consent of the Agency. The Nominal Owner and the Beneficial Owner shall comply with the Nominee Agreement and shall copy the Agency on any notice of default under the Nominee Agreement. A default under the Nominee Agreement affecting the Project that remains uncured beyond any applicable cure period is a breach of this Agreement. If this Agreement conflicts with the Nominee Agreement affecting the Project, this Agreement controls.

(b) If there is a default under this Regulatory Agreement, or any municipal, state, or federal regulatory agreement, then notwithstanding any provision of the Nominee Agreement or any other agreement to the contrary, the Beneficial Owner shall permit the Nominal Owner to enter the Project and take such other actions with respect to the Project as may be necessary to cure the default, unless the Beneficial Owner or any party providing financing to the Project is acting diligently to cure the default.

(c) Notwithstanding anything to the contrary contained herein, the Beneficial Owner and the Nominal Owner shall be jointly and severally liable for any obligations and requirements as set forth herein.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives, as of the day and year first written above.

AGENCY:

Approved by Counsel
to the Agency

NEW YORK STATE HOUSING FINANCE AGENCY

By: _____
Bogdan Tereshchenko, Esq.
Assistant Counsel
Associate

By: _____
Russell Hubley
Vice President

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

On the 11th day of December in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared **RUSSELL HUBLEY**, 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 her capacities, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

DALE CRAWFORD
Notary Public - State of New York
No. 01CR6441119
Qualified in Nassau County
My Commission Expires 09/19/2026

_____
Notary Public
Commission expires: 9-19-26

SIGNATURE AND ACKNOWLEDGEMENT PAGE
HFA REGULATORY AGREEMENT
COVENTRY COMMONS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives, as of the day and year first written above.

New York State Division of Housing And Community Renewal

By: Patrick C Love

Name: Patrick Love

Title: Authorized Signatory

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

On the 12th day of December in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared Patrick Love, 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 capacities, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Dale Crawford

Notary Public

Commission expires 9-19-26

DALE CRAWFORD
Notary Public - State of New York
No. 01CR6441119
Qualified in Nassau County
My Commission Expires 09/19/2026

SIGNATURE AND ACKNOWLEDGEMENT PAGE
HFA REGULATORY AGREEMENT
COVENTRY COMMONS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives, as of the day and year first written above.

BENEFICIAL OWNER:

COVENTRY COMMONS, LLC
a New York limited liability company

By: Coventry Commons Managing Member, LLC, its Managing Member

By: HV Consultants Holding Co., LLC, its Managing Member

By: Housing Visions Consultants, Inc., its Sole Member

By: _____
Benjamin P. Lockwood
Authorized Signatory

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

On the 11th day of December in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared **BENJAMIN P. LOCKWOOD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public
Commission Expires

JULIE B. BRISSETTE
Notary Public, State of New York
Qualified in Onon. Co. No. 01BR6371970
Commission Expires Sept. 20, 2026

SIGNATURE AND ACKNOWLEDGEMENT PAGE
HFA REGULATORY AGREEMENT
COVENTRY COMMONS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives, as of the day and year first written above.

NOMINAL MORTGAGOR:

COVENTRY COMMONS HOUSING DEVELOPMENT FUND CORPORATION
a New York not-for-profit corporation

By: _____
Name: Benjamin P. Lockwood
Title: Authorized Signatory

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

On the 11th day of Dec in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared **BENJAMIN P. LOCKWOOD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public
Commission Expires

JULIE B. BRISSETTE
Notary Public, State of New York
Qualified in Onon. Co. No. 01BR6271970
Commission Expires Sept. 29, 2026

SIGNATURE AND ACKNOWLEDGMENT PAGE
HFA REGULATORY AGREEMENT
COVENTRY COMMONS

SCHEDULE A

LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, SITUATE IN THE VILLAGE OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED 123.76 FEET NORTH OF THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

1. S 89°29' 45" W, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,
2. S 1°08' 15" E, A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SIEGRIST STREET; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF WAY OF SIEGRIST STREET,
3. N 83°51' 03" W, A DISTANCE OF 66.54 FEET TO A POINT; THENCE,
4. S 88°43' 27" W, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,
5. S 1°03' 15" E, A DISTANCE OF 90.23 FEET TO A POINT; THENCE,
6. S 88°56' 45" W, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,
7. SOUTHWESTERLY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A CHORD BEARING OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET; THENCE,
8. S 80°53'45" W ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 FEET TO A POINT; THENCE
9. N 4°36' 15" W, A DISTANCE OF 136.27 FEET TO A POINT; THENCE,
10. N 80°16' 45" E, A DISTANCE OF 32.50 FEET TO A POINT; THENCE,
11. N 1°16' 15" W, A DISTANCE OF 257.09 FEET TO A POINT; THENCE,
12. S 88°29' 45" W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,
13. N 1°10' 15" W, A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE; THENCE,
14. N 88°58' 45" E ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF 136.97 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT OF WAY AND THE EAST RIGHT OF WAY OF ORCHARD STREET; THENCE,
15. N 88°23' 45" E, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,
16. N 20°28' 15" E, A DISTANCE OF 182.76 FEET TO A POINT; THENCE,
17. N 1°12' 48" W, A DISTANCE OF 18.50 FEET TO A POINT; THENCE,
18. N 88°58' 12" E, A DISTANCE OF 20.02 FEET TO A POINT; THENCE,
19. S 1°08' 15" E, A DISTANCE OF 195.00 FEET TO A POINT; THENCE,
20. N 89°29' 45" E, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET; THENCE,
21. S 1°08' 15" E, A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING.

EXHIBIT A

UNIT DISTRIBUTION

	One Bedroom	Two Bedroom	Total # Units
40% AMI	8	0	8
50% AMI	30	2	32
60% AMI	26	17	43
70% AMI	8	2	10
80% AMI	8	0	8
Total	80	21	101

EXHIBIT B

PROJECT SERVICES AND AMENITIES FORM

See attached

SERVICES AND AMENITIES FORM

Project: **Coventry Commons**

1) The project includes commercial space, either financed by the Agency or included in the total development cost of the project: _____ Yes ___X___ No

2) There will be ___0___ units reserved for resident managers, superintendents and/or employees:

Unit # (If Known)	Unit Type	Residential or Commercial Use	Revenue- or Non-Revenue-Generating

3) The following services and amenities are available for a fee which is NOT included in the monthly base rent for all tenants (both affordable and market rate):

Parking spaces:
_____ All spaces
_____ Indoor parking or garages only
_____ Additional space(s) after one
_____ Other: _____

_____ Storage space

_____ Recreational facilities

Individual utilities:
__x__ Electric
_____ Gas
_____ Water
__x__ Cable service
__x__ Heat
__x__ A/C

Laundry facilities:
_____ Washer/Dryer hook-up
_____ Washer/Dryer in unit
__x__ Laundry room

Structural or architectural features:
_____ Bay windows
_____ Balconies
_____ Fireplaces
_____ Other: _____
_____ Den in apartment
_____ Vaulted ceilings

Other services and/or amenities for which a fee will be charged:
N/A

If applicable, the service package for senior/congregate/assisted projects includes:
N/A

Certification: **I,** Alexander Grant **, Owner, hereby certify that the information contained herein is accurate and correct.**

Signed: _____ **Dated:** 9/3/24

Title: Development Project Manager

EXHIBIT C

SLIHC REGULATORY AGREEMENT REQUIREMENTS

Based upon the application for NYS Low-Income Housing Credit, the SLIHC Regulatory Agreement for this project will include the following provisions.

(a) The SLIHC regulatory term will be 40 years. Accordingly, the Borrower agrees to waive the right to request a Qualified Contract to purchase the project at the end of the compliance period.

(b) A local not-for-profit housing development fund corporation or its wholly owned subsidiary shall be the record owner of the premises and hold nominal interest in the project through the extended use period.

(c) The project will provide, maintain, and utilize the following green building measures:

1. select native or non-invasive new trees and plants that are appropriate to the site's soil and microclimate;
2. where indicated by local conditions (for new construction), install and maintain a passive radon-reduction system to be activated should tests confirm the presence of radon gas in the building; or (for rehabilitation projects), install passive radon-reduction measures to be activated and maintained should tests confirm the presence of radon gas in the building upon completion; and,
3. for properties built before 1978, lead-safe work practices shall be used during renovation, remodeling, painting, and demolition in compliance with the procedures in HUD's "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June, 1995; and lead-safe practices complying to the same HUD Guidelines and other applicable regulations will be adhered to in safely maintaining any remaining lead.

(d) A total of 100% SLIHC assisted units in the project will be maintained as meeting visitability standards (to the extent feasible per 2040.3(E)(13)), as defined in Section 2040.2(v) of the QAP.

(e) The project will provide, maintain, and utilize the following energy efficiency standards:

1. new heating systems which utilize Energy Star heating equipment, or the equivalent, which will produce the same or comparable energy efficiency or savings;
2. all new lighting fixtures which utilize Energy Star labeled or, at a minimum, provide equivalent energy efficiency, with the exception of light fixtures located in basement and storage areas;
3. utilize water-conserving plumbing fixtures;
4. maximize energy efficiency by use of daylight sensors or timers on outdoor lighting; and,
5. utilize appliances that are labeled Energy Star, including refrigerators and other appliances, to the greatest extent possible.

(f) The project will provide, maintain, and utilize the following sustainable development measures and additional green building measures:

1. avoid development of buildings and site disturbance to locations within 100 feet of wetlands, or critical slope areas; and within the 100 year flood plain;
2. sidewalks and suitable pathways to public spaces, open spaces or adjacent development to ensure walkable neighborhoods;

3. incorporate the use of a surface water management plan;
4. low/no volatile organic compounds (VOC) paints, primers, adhesives and sealants;
5. carpeting using the Carpet and Rug Institute's Green Label certified (or equivalent) carpet and pad;
6. no carpets installed in areas below grade, bathrooms, kitchens, utility rooms or other wet areas;
7. Energy Star labeled bathroom fans that exhaust to the outdoors that run continuously or have a humidistat sensor or timer for bathrooms without windows;
8. appropriately sized heating and cooling equipment to prevent short-cycling of heating or air conditioning to ensure adequate dehumidification;
9. tankless or direct vent/sealed combustion water heaters, conventional or heat pump water heaters, and a drain, or catch pans connected to a drain;
10. direct vent/sealed combustion water heaters;
11. cold water pipe insulation;
12. moisture-resistant materials in wet areas;
13. integrated pest management procedures on a routine basis;
14. building maintenance and occupant guides addressing all systems, equipment, and green features in the project; and,
15. new tenant orientation addressing the green features in the project.

(g) The project will provide and maintain the following amenities:

1. on-site Energy Star appliances or equivalent in common laundry facilities, or washer/dryer hookups in each residential unit;
2. Energy Star air-conditioning or equivalent that will produce comparable energy efficiency or savings;
3. an outdoor recreational area or garden space; and,
4. Energy Star or equivalent dishwashers that will produce the same or comparable energy efficiency, in each residential unit (if applicable) or savings in the community kitchen, if any.

(h) The project is required to comply with all applicable federal, state and municipal laws, regulations or ordinances, as amended, pertaining to lead-based paint interim controls. For projects receiving SLIHC which include the renovation of an existing structure(s), an updated certification that all work was completed in compliance with all applicable federal, state and municipal laws, regulations or ordinances, as amended, pertaining to lead-based paint abatement must be completed and submitted prior to the issuance of the NYS Form DTF-625 credit allocation.

Attachment G

Newark Code Enforcement Support Letter

Village of Newark
Office of Code Enforcement
Building-Planning-Zoning

100 East Miller Street
Newark, New York 14513

Phone (315)-331-4770
Fax: (315)-331-9767

May 15, 2024

Empire State Development
Attention: Allison Argust
625 Broadway
Albany, NY 12245

RE: Compliance and Code Enforcement Support for Restore NY Projects

Dear Ms. Argust,

The goals of the Restore NY program align with our code enforcement office's priorities of getting rid of blighted, vacant and unsafe buildings in our community to bring new economic opportunities, our planning efforts, and … "revitalizing urban and rural areas, disadvantaged communities, and stabilizing neighborhoods" is something that rings true to what we are trying to do downtown. Our zoning and planning for the targeted area of this application are complementary to our ongoing work to improve the lives of people who live and work here in Newark. The listed property is vacant as listed as the intended purpose of this funding opportunity. This large project has been something that our planning efforts, our Downtown Revitalization Initiative (DRI) strategic investment plan, and enforcement have been working towards to change the use of that current space into a real community asset and business opportunity.

The application's plan for the property located at 132 Harrison Street, in Newark will be up to code when completed as a mixed use apartment building and is compliant with what we want to see in our downtown. This site is zoned B-2, General Business and a mixed use apartment building is in compliance with all zoning ordinances. Final site plan approval has been granted by the Village of Newark Planning Board.

Our office fully supports this application's projects to become a reality and supports the future award from Empire State Development's Restore NY program.

Thank you in advance for your support of this application,

Charles "Chaz" Gambino
Code Enforcement Officer
Village of Newark

Attachment H

Fee Waiver Request Letter

HOUSINGVISIONS
Real Plans. Real People. Real Progress.

September 29, 2025

Site Control Section
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

To whom it may concern,

Coventry Commons, LLC, as the applicant, respectfully requests that the Department take into consideration the impact that an additional $50,000 expense would have on our project. The project is currently in the middle of construction, with approximately 55% of work completed. The majority owner of Coventry Commons, LLC—Housing Visions Consultants, Inc. (65%)—is a nonprofit Community Housing Development Organization (CHDO) dedicated to community revitalization. As a mission-driven nonprofit, Housing Visions operates with very limited financial margins in order to deliver affordable housing in the neighborhoods that need it most.

The introduction of an Excavation Work Plan during construction has already imposed significant unanticipated stress on the project. Accommodating it required enhanced soil management protocols that have introduced new and material cost drivers. These costs were not foreseeable at the outset and are now altering the project budget in ways that place pressure on both finances and schedule. For example, portions of the first floor are being delayed until investigative and excavation activities can be fully addressed, despite our general contractor's best efforts to work around this condition.

An additional $50,000 burden in this context would have a disproportionately damaging effect. It would exacerbate the already unplanned financial stress, reduce our ability to manage ongoing construction risks, and threaten timely completion. Given the nonprofit nature of our majority ownership and the constrained resources under which we operate, such a cost would not be absorbable without jeopardizing the project's delivery and its community benefits.

For these reasons, Coventry Commons, LLC respectfully submits that a $50,000 increase would be damaging to the ability to carry out the project as intended.

Thank you for your consideration,

Benjamin Lockwood
Authorized Signatory
Coventry Commons, LLC

Attachment I
Supplemental Volunteer Status Statement

BY FED EX

October 10, 2025

Ms. Kelly Lewandowski, Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11TH Floor
Albany, New York 12233-7020

RE: Supplemental Volunteer Status Statement
132 Harrison Street, Newark, NY ("Site")
DEC Site No.: 859036

Dear Ms. Lewandowski:

Coventry Commons, LLC ("Requestor") has applied to enter the Coventry Commons property ("Project") at 132 Harrison Street in the Village of Newark ("Village"), Town of Arcadia, Wayne County ("County"), New York ("State") into the Brownfield Cleanup Program ("BCP") as a "Volunteer". This letter is submitted to supplement the Volunteer Status Statement Section VII of the Brownfield Cleanup Application which was submitted on August 28, 2025.

As background, this Project directly responds to the Governor's agenda to expand affordable housing across the State, which is in dire need. The resulting redevelopment of 130-132 Harrison Street will produce 101 units of quality, low-income and workforce rental housing. The redevelopment is majority owned by a respected New York State 501-(c)(3) not-for-profit, Housing Visions Consultants, Inc. ("HVC"). The project is financed via the New York State Housing Finance Agency and 4% Low Income Housing Tax Credits in addition to other various state financing sources including RESTORE NY and the Downtown Revitalization Initiative. This is a critical project for the Village and meeting the greater housing goals of the Governor.

To date, the development team has spent approximately $1.0 million on unanticipated environmental costs. Additional funds will continue to be spent on environmental remediation and are placing a strain upon the fixed budget that is a feature of the low-income housing tax credit financing. Acceptance into the BCP as a Volunteer is a critical step to limiting potential damage to the creation of the housing, and overall financial well-being of the not-for-profit, HVC.

As of a closing held on December 19, 2024, Coventry Commons Housing Development Fund Corporation ("CCHDFC") is the current Fee Owner of the Site and Coventry Commons, LLC, the Requestor, was named by a Declaration of Interest and Nominee Agreement, as a Beneficial Owner. Neither CCHDFC nor Requestor had operated or been involved with the Site at any time prior to acquisition and had no legal relationship with any prior owner.

Since acquisition of the Site, the Requestor has been working diligently with the New York State Department of Environmental Conservation ("NYSDEC" or "Department") to ensure all

appropriate care is taken to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste. Prior to acquisition, the Requestor made all appropriate inquiries into the environmental conditions at the Site, as listed below:

- Phase I Environmental Site Assessment, July 2022. The Phase I indicated that historical onsite manufacturing activities were a Recognized Environmental Condition ("REC"). In response, a Vapor Intrusion Assessment ("VIA") was performed in August 2022 and a Phase II was performed in January 2023.
- Vapor Intrusion Assessment, August 2022 included the collection and analysis of one sub-slab vapor, one indoor air, and one outdoor air sample. The results indicated that vapor mitigation was required.
- Phase II Environmental Site Assessment, January 2023, included:
    - 15 soil borings and the collection and analysis of 15 soil samples for volatile organic compounds ("VOCs"). VOC concentrations did not exceed Unrestricted Use Soil Cleanup Objectives ("SCOs") in any sample.
    - Installation and testing of 3 temporary groundwater wells for VOCs. PCE and/or TCE were detected in each well at concentrations below NYSDEC Technical and Operational Guidance Series 1.1.1 ("TOGS") standards.
    - Sub-slab and indoor air testing for VOCs. TCE was detected in indoor air at concentrations that required mitigation per New York State Department of Health ("NYSDOH") decision matrices.
    - A sub-slab depressurization system ("SSDS") was designed based on this data and construction of the system began immediately after taking title.
- Phase II Environmental Site Assessment, November 2024, included:
    - 6 soil borings and the collection and analysis of 6 soil samples for per- and polyfluoroalkyl substances ("PFAS"). PFAS concentrations did not exceed Restricted Residential Use guidance values in any sample.
    - Installation and testing of three temporary groundwater wells for PFAS. PFAS only slightly exceeded NYSDEC guidance values at an upgradient and downgradient location.
    - Although concentrations at two locations exceeded guidance values, the concentrations were not indicative of a groundwater source in the immediate area, and no further action was recommended.
- Phase I Environmental Site Assessment, November 2024
    - Reviewed prior environmental work at the Site.

Relative to the above-listed inquiries, Requestor timely notified the NYSDEC of the environmental conditions at the Site. Based on the information provided by the Requestor, on or about December 10, 2024, NYSDEC assigned the Site as a "P Site" designation. The notification of P Site designation was sent to the owner at that time, Graybill Real Estate. On or about December 17, 2024 and after learning of the P Site designation, Requestor, through counsel, reached out to NYSDEC to discuss the implications of the P Site designation. During those discussions regarding

potential issues at the Site, it was suggested by NYSDEC counsel that Requestor could consider dealing with any liability concerns by entering the BCP as a Volunteer. Requestor immediately responded by taking the following steps:

- BCP Application Worksheet sent to NYSDEC on December 18, 2024 (prior to taking title).
- Requestor took title to the Site on December 19, 2024;
- Pre-BCP Application meeting on January 6, 2025;
- Requestor notified NYSDEC on January13, 2025 that the investigation would voluntarily be pursued under a Consent Order in parallel with the BCP Application;
- Draft Consent Order provided by NYSDEC on February 4, 2025;
- Consent Order was fully executed on February 24, 2025;
- Site Characterization Work Plan ("SC Work Plan") submitted on February 26, 2025, comments received on March 24, 2025, and final SC Work Plan submitted on April 2, 2025; and
- Excavation Work Plan ("EWP") submitted March 6, 2025, comments received on March 28, 2025, and final EWP submitted on April 3, 2025. Initial notification for Site work sent April 21, 2025.

On July 22, 2025, chlorinated volatile organic compound ("CVOC") soil contamination (tetrachloroethene – "PCE" and trichloroethene – "TCE") was identified via soil sampling below the former boiler room (sample collection on July 15, 2025). This sampling was performed to characterize physically impacted soil below fuel oil lines that were cast into the floor (the fuel lines were not previously known). As a measure of thoroughness, three additional soil samples were taken from SSDS trenches across the basement. These samples were collected from just below the floor (~ 0'-1' depth) of soil under the exposed surfaces of the trench. At these locations, the concrete was removed, and soil was trenched between July 3, 2025, and July 15, 2025.

The sampling results showed PCE and TCE exceeded Restricted Residential ("RR") SCOs in 3 of the 5 samples and were well below Unrestricted Use SCOs in the other 2 samples. PCE ranged from 38 parts per million ("ppm") to 44 ppm, compared to a RR SCO of 19 ppm. TCE ranged from 47 ppm to 70 ppm compared to a RR SCO of 21 ppm.

Based on the discovery of these impacts, a SC Work Plan Addendum was immediately prepared and on August 6, 2025 submitted to the Department. On August 18, 2025, the consultant, C&S Engineers, mobilized to the Site to further investigate the soil below the basement floor. Requestor took the extra measure of paying a 100% analytical surcharge to expedite the sampling results so that a response plan could be quickly developed. Also, approximately 50% more borings were advanced and sampled than proposed. The additional testing did not identify CVOCs beyond the locations previously identified.

Within a week of receiving the data from the additional sampling, on September 1, 2025, Coventry Commons proposed to expeditiously complete the removal of the source material under the previously approved EWP. NYSDEC, however, indicated the removal would be a "major" element of the remedy and could not be allowed, and that removal of any source material would need to be

performed under an Interim Remedial Measures ("IRM") Work Plan that would involve the preparation, review, and approval of another work plan and a 45-day public comment period.

Nonetheless, the sampling results from prior to construction work in June and, most recently, in September show improvement in groundwater conditions. Seven groundwater monitoring wells were installed in May 2025 and sampled in June 2025. The results indicated exceedances of PCE and TCE to the north / northeast of the former boiler room at two wells. Those same two wells were resampled in September of 2025. The following table compares the results between the two sampling events and it shows generally lower concentrations in September compared to June. The data does not support any conclusion that the boiler room construction coupled with environmental factors (potential rainwater infiltration through the roof) in the brief period between mid-August (roof removal) and early September (placement of poly sheeting on the boiler room floor) increased contaminants in groundwater.

Location	Contaminant	June Result (ppb)	September Result (ppb)
MW-301	PCE	210	99
	TCE	24	8
MW-302	PCE	8.2	9.4
	TCE	2.1	1.8

On August 19, 2025, another monitoring well (MW-313) was installed in the basement and sampled on September 3, 2025. The results were PCE at 1.5 ppb and TCE at 0.35 ppb. These very low concentrations (3.3 to 14.3 times lower than their standard) do not support migration of CVOCs from the boiler room soil to groundwater.

Importantly, approximately 80% of the basement floor remains and the upper 1.5 feet of soil was removed from the open trenches. These trench areas are semi-obstructed making it difficult for rain to reach the soil given the orientation. The soil from the trenches was stockpiled on-site under poly sheeting. Therefore, exposed shallow soil (the depth where the contamination has been documented to be present) has been removed and wasn't exposed to rainwater. As requested by the Department, Requestor has covered the trenches with poly sheeting. The timeline regarding the roof and basement cuts is as follows:

- July 3, 2025 – Floor cuts in the basement/boiler room commenced.
- August 14, 2025 – Roof was removed over boiler room/basement.
- August 18, 2025 – Drill rig was brought to the Site and into this area via a 60-ton crane to perform additional testing.
- September 9, 2025 – NYSDEC directed installation of poly sheeting over trench areas.
- September 11, 2025 – Poly sheeting placed per NYSDEC directive, which sheeting is daily monitored and will be adjusted or re-installed as needed.

- October 9, 2025 (Projected) – New metal decking portion to be installed.
- October 20, 2025 (Projected) – New rubber roofing to be installed – a 16' section will have a temporary roof system to allow future access for a drill rig.

In sum, the sampling results indicate that groundwater conditions have not worsened. Requestor has exercised appropriate care with respect to contaminants found at the property and, further, taken reasonable steps (under direct NYSDEC oversight) to stop any continuing release and prevent any threated future release. Requestor has *in all respects* complied with its "appropriate care" obligations and should appropriately be considered by the Department as a Volunteer for purposes of entry into the BCP.

To fully discuss this matter with the Department, Requestor respectfully requests to meet with Department staff as soon as possible. Please advise as to availability for a meeting to be held, whether by video conference or in person. Thank you.

Sincerely,

Dale A. Desnoyers, Esq.

cc: (by email only)
B. Lockwood, Housing Visions
M. Walker, C&S Engineers
N. Bradford, C&S Engineers
C. Hale, NYSDEC
J. Klier, NYSDEC
D. Pratt, NYSDEC
D. Loew, NYSDEC
A. Morgan, NYSDEC
S. Williams, NYSDEC
M. Rivera, NYSDOH