NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ENVIRONMENTAL RESTORATION PROJECT 2021

In the Matter of the
implementation of a
Remedial Program for

ERP 2021 AGREEMENT
Index No. ERP2021-B00075-02-22

Zip Zip Mini Market Site
DEC Site Number: B00075
1410 Erie Boulevard East
Syracuse, NY 13210

Hereinafter referred to as "Site"

by:
City of Syracuse
233 East Washington Street
Syracuse, NY 13202

Hereinafter referred to as "Municipality"

WHEREAS, the New York State Department of Environmental Conservation ("Department" or "NYSDEC") is authorized by Title 5 of Article 56 of the New York State Environmental Conservation Law (hereinafter the "ECL") to address contamination at municipal sites; and

WHEREAS, the Legislature has determined that the preservation, enhancement, restoration and improvement of the quality of the State's environment is one of government's most fundamental obligations; and

WHEREAS, Chapter 56, Laws of 2016 (the "Law of 2016"), provides Hazardous Waste Cleanup Account funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects. The Law of 2016 allows the Department to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (hereinafter referred to as "ERP 2021 Agreement"); and

WHEREAS, the Legislature authorized the Department to develop and implement environmental restoration investigation and remediation projects for certain properties held in title by them; and

WHEREAS, the Municipality submitted an Application requesting that the Department undertake the development and implementation (i.e., the remedial design and remedial construction) of an environmental restoration remediation project (the "Project"), the purpose and scope of which is set forth in the Record of Decision ("ROD") provided in Exhibit A of this ERP 2021 Agreement, on the Site that is described in Exhibit B by metes and bounds and by reference to a recorded map showing its boundaries and bearing the seal and signature of a licensed land surveyor; and

WHEREAS, the Municipality agrees to comply with all terms and conditions of this ERP 2021 Agreement; and

WHEREAS, the Municipality submitted an approvable Application, including submission of its documentation of its authorization to enter into this ERP 2021 Agreement, and of its authorization of the person signing the same to do so; and

WHEREAS, the Project was given a priority ranking based on a score derived from information provided in the Application and is eligible to participate in ERP 2021; and

WHEREAS, the Municipality has disclosed all responsible party payments received related to the Site prior to entering into this Agreement. Except as provided herein relative to responsible party funding, the Municipality may use any other funding available (i.e., federal, State or other private party monies) towards its cost share; and

WHEREAS, the Department's execution of this ERP 2021 Agreement is made in reliance upon the information provided by, and representations of, the Municipality in its application papers and in this ERP 2021 Agreement; and

WHEREAS, the Municipality has complied, and commits to comply, with the requirements for municipalities established under Article 56 of the ECL.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I) Duties and responsibilities of the Department and the Municipality.

A) The Department, as required by the scope of the Project, shall:

1) implement a Citizen Participation Plan (CPP) for the Project consistent with DER-23; and

2) design and implement the remedy set forth in the ROD; and

3) prepare any necessary Environmental Easement (EE) documents for the Municipality's execution; and

4) prepare any necessary Site Management Plan (SMP).

B) The Municipality shall:

1) provide necessary assistance to the Department in the implementation of the Site CPP, including providing venues for meetings and contact information; and

2) execute and implement any Department prepared EE; and

3) implement the SMP, if one is required under this ERP 2021 Agreement, including all operation, maintenance and monitoring; and

4) provide the required Periodic Review Reports (PRR) as set forth in the SMP.

In the event that the remedy for the Site, or any Work Plan for the Site, requires a SMP as a consequence of operation, maintenance, and monitoring requirements, including reliance upon institutional or engineering controls, the Municipality shall file the initial PRR on the first day of the eighteenth month following the anniversary of the start of the SMP and continuing at the Department designated period until the Department notifies the Municipality in writing that such PRR may be discontinued.

Such PRR shall be signed by a Professional Engineer or by a qualified environmental professional as defined in 6 NYCRR 375-1.2(ak) approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved SMP.

The Municipality shall notify the Department within twenty-four (24) hours of discovery of any breach, upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, the Municipality shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the PRR required by this.

The Municipality can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

II) Allowable Use

The ROD determined that the Site will be used for commercial use, and the Municipality agrees for itself and for its lessees and successors in title that any proposed change to the Contemplated Use shall be governed by the provisions of ECL § 56-0511 and any implementing regulations thereto.

III) Enforcement and Force Majeure

This ERP 2021 Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. The Municipality shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this ERP 2021 Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) days of when it obtains knowledge of any such event. The Municipality shall include in

such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this ERP 2021 Agreement. The Municipality shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

IV) Entry upon Site

The Municipality hereby agrees to provide access to the Site and to all relevant information regarding activities that may have involved hazardous waste at the Site in accordance with the provisions of ECL § 56-0515. Such access shall be for purposes of implementing any investigation, design, and remediation activities necessary to complete the ROD required remedy and inspecting the Site to ensure that any SMP for the conditions on such Site is being implemented satisfactorily, that the engineering and/or institutional controls are continually maintained in the manner the Department may require, that no person has engaged or is engaging in any activity that is not consistent with restrictions placed upon the use of the Site or that will or that reasonably is anticipated to: prevent or interfere significantly with a proposed, ongoing or completed project; or expose the public health or the environment to a significantly increased risk of harm or damage from such Site.

A) The Department shall have the right to periodically inspect the Site to ensure that the use of the Site complies with the terms and conditions of this ERP 2021 Agreement; such right of inspection shall survive termination of this ERP 2021 Agreement.

B) If the Department determines that the Municipality has failed to comply with the terms of the ERP 2021 Agreement, the Department may carry out any measures necessary to return the Site to a condition sufficiently protective of human health, in accordance with ECL § 56-0509.4; and neither the Municipality nor any of successors in title, lessees or lenders shall interfere with such access. The Municipality or successor and assign shall pay all costs incurred by the State and any release and indemnification shall be revoked.

V) Payment of State Costs

A) The Municipality hereby agrees to pay the Department for the Municipality's share of the Project. The Municipality's share is 10% of the Project cost for design and construction of the remedy. Construction costs are estimated at $525,300 based on the Capital Cost provided in the ROD dated March 30, 2020 and adjusted by the Consumer Price Index Inflation Calculator through 2021. The actual Project costs may vary.

B) The Department will invoice the Municipality periodically. Within ninety (90) days after receipt of an invoice from the Department, the Municipality shall reimburse the Department for the Project costs incurred by the Department at the appropriate rate for this project.

Invoices shall be sent to the Municipality at the following address:

Hon. Ben Walsh
Mayor, City of Syracuse
203 City Hall
233 East Washington Street
Syracuse, NY 13202

C) Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)ii. The Department shall not be required to provide any other documentation of costs, provided, however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

D) Each such payment shall be made payable to the Commissioner of the NYSDEC and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7012

E) The provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply to any objections by the Municipality to any invoiced costs under this ERP 2021 Agreement. Objections shall be sent to the Department as provided under subparagraph V.D.

F) In the event of non-payment of any invoice within the ninety (90) days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with the Laws of 2013 and ECL § 71-4003. If such failure to pay is after the issuance of the Certificate of Completion (COC), enforcement shall include revocation of the COC and loss of any liability protection.

VI) Disposition of Site

A) In the event that there is a Disposition of the Site or any portion of such Site, the Municipality is required to reimburse the State the amount owed. The amount owed shall consist of the "value of the Disposition of the Site" less the Municipal costs allowed to offset such value. The maximum amount of money owed the State is defined as an amount of money, not to exceed the State's costs incurred for the investigation and remediation of this Site under this ERP 2021 Agreement and any prior ERP State Assistance Contract (SAC) or Agreement for this Site. The Municipality's allowed costs consist of taxes owed to the Municipality upon acquisition and the Municipality's share of the Project costs (related to the disposed property) provided under this ERP 2021 Agreement as well as any costs allowed under the prior ERP SAC or Agreement for this Site.

For purposes of this subparagraph, the "value of Disposition of the Site", or that portion of the Site that is disposed, consists, if the Site is disposed by transfer of title, of the Site's sale price; or if the Site is disposed by lease, the present worth of the stream of rent over a 30-year period beginning the effective date of this ERP Agreement.

B) If the Municipality disposes of the Site by sale to a responsible party, the disposition must be at fair market value. Additionally, the Municipality shall collect from such responsible party, in addition to such other consideration, an amount of money constituting the amount of Project costs incurred by the State under this ERP 2021 Agreement and any prior Agreement for this Site plus accrued interest and transaction costs. The Municipality shall pay such funds immediately to the Department for deposit into an appropriate account.

VII) Cost Recovery

A) The State hereby reserves the right to seek to recover the full amount of any Project Costs incurred by the State under this ERP 2021 Agreement and any prior ERP SAC or Agreement for this Site through litigation brought under Article 56 of the ECL or other statute or under the common law, or through cooperative agreements, with responsible parties, other than the following:

1) The Municipality; and

2) any successor in title to the Site, any lessee of the Site, and any person that provides financing to the Municipality, such successor in title, or such lessee relative to the remediation, restoration, or redevelopment of the Site, that did not generate, arrange for, transport, or dispose, and did not cause the generation, arrangement for, transportation, or disposal of any hazardous substance located at the Site and did not own the Site before the Municipality acquired title to the Site.

B) The Municipality shall assist the Department and/or the State in compelling responsible parties to bear the cost of the Project by providing upon request by the Department all information that exists as of the start of the term of this ERP 2021 Agreement and any prior ERP SAC or Agreement for this Site that identifies the Site's responsible parties and all other information acquired during the course of the Project's implementation.

C) Upon approval by the Department, the Municipality may make efforts to recover costs from responsible parties. The Municipality hereby agrees to provide the Department with timely advance written notice of any negotiations, proposed agreements, proposed settlements or legal action by which recovery is sought. The Municipality further agrees not to commence such legal action nor enter into any such proposed agreement or settlement without the approval of the Department.

D) If any responsible party payments and/or other responsible party consideration become available to the Municipality during or after the completion of an environmental restoration project, the Municipality shall immediately notify the Department of such availability. The State is entitled to its share of the amount recovered from the

responsible party under this ERP 2021 Agreement and any prior ERP SAC or Agreement for this Site. If the Municipality shall fail to make such payment to the State within sixty (60) days of receipt of any responsible party payment (or within ninety (90) days of signing this ERP 2021 Agreement, if the payment was received before the ERP 2021 Agreement was signed), the Department may take measures provided for by law.

If any responsible party payments are received prior to entering into this Agreement, the Municipality must pay the State ninety (90) percent of such payments, unless such payments were received for remedial activities conducted under any prior ERP SAC or Agreement for this Site.

The Municipality agrees that it will immediately notify the Department in writing of its receipt of funds from other sources for any of the Municipality's expenditures incurred pursuant to this ERP 2021 Agreement. Any such funds shall first be applied to the Municipality project share. Any additional funds shall then be applied to the State's share of the project costs.

VIII) Liability Protection

As set forth at ECL § 56-0509, the Municipality and applicable successors and assigns shall be entitled to certain liability protections, subject to the terms and conditions stated therein, upon the issuance of a COC for the Site by the Department. However, if the Municipality or its successor or assigns fails to comply with the EE and/or the SMP for the Site after the issuance of the COC, the Department reserves its right to revoke the COC and rescind any release of liability granted to the Municipality pursuant to ECL Article 56.

IX) Indemnification

The Municipality shall indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Municipality, its agents, employees, or contractors related to this Site.

X) Change of Use

The Municipality shall notify the Department at least sixty (60) days in advance of any change of use as defined in ECL § 56-0511, which is proposed for the Site. In the event that the proposed change of use is inconsistent with the remedial program, the Department shall notify the Municipality of such determination within forty-five (45) days of receipt of such notice. In such event, the Municipality shall not implement the proposed change of use.

XI) Environmental Easement

A) If the Department's issuance of a ROD relies upon one or more institutional and/or engineering controls, the Department shall provide an EE for signature. The authorized representative for the Municipality shall within sixty (60) days of receipt of the EE, sign

and submit it to the Department for execution. The Municipality's submittal shall satisfy the statutory and regulatory requirements of law as set forth in ECL Article 71, Title 36 and 6 NYCRR Part 375. The executed EE shall be recorded with the recording officer for the county in which the Site is located.

B) The Municipality or the owner of the Site may petition the Department to modify or extinguish the EE filed pursuant to this ERP 2021 Agreement at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

C) Engineering and Institutional Controls

1) In the event that engineering and/or institutional controls are components of the remedy selected in the Department's ROD pertaining to the Site, the Department will cause the development of a plan to ensure that such controls are continually maintained in the manner satisfactory to the Department. The Municipality and its successors in title, lessees and lenders are prohibited from challenging the imposition or continuance of such controls, and failure to implement or comply with the Department-approved plan or to maintain such controls constitute a violation of this ERP 2021 Agreement and for the duration of such failure, the release and indemnification granted pursuant to ECL § 56-0509.1 shall have no force and effect.

2) The municipality's or successors' in title, lessees' and lenders' failure to cure such violation of engineering or institutional controls in the time period set by the Department will result in the Department seeking recovery of any funds expended on the Site and permanent revocation of any release and indemnification.

XII) Site Lease/Transfer Conditions

The Municipality shall not enter into any lease or transfer title to, the Site or any portion of it until the Municipality binds itself and its lessees and its successors in title, to the following conditions:

A) The Site will not be used for the use set forth in Paragraph II or any less restrictive use until it is remediated. The Site may continue to be used for the purpose for which it is being used as of the start of the term of this ERP 2021 Agreement if the Department or DOH has not found that the existing state of contamination is such as to prohibit such use from continuing, giving due regard for public health and environmental protection; and

B) If, before an EE for the Site is executed and recorded, the Municipality wishes to subdivide the Site into separate parcels, it may do so after submitting a change of use notice pursuant to 375-1.11(d).

C) If a Municipality wishes to sell all or part of a Site before it is remediated, the Municipality's successor in title must first agree to remediate all such parcels under Department oversight in accordance with the Department's ROD and any such parcel

cannot be used for the use set forth in Paragraph II or any less restrictive use until it is remediated. The Site may continue to be used for the purpose for which it is being used as of the start of the term of this ERP 2021 Agreement if the Department or DOH has not found that the existing state of contamination is such as to prohibit such use from continuing, giving due regard for public health and environmental protection.

XIII) Communications

A) All written communications required by this ERP 2021 Agreement shall be transmitted by electronic mail unless otherwise specified by the DER project manager.

1) Communication from the Municipality shall be sent to:

i. Director, Remedial Bureau D
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7016
Phone: (518) 402-9565
Email: david.harrington@dec.ny.gov

ii. Christine Vooris, Director
Bureau of Environmental Exposure Investigation
New York State Department of Health
Empire State Plaza
Corning Tower, Room 1787
Albany, New York 12237
Email: christine.vooris@health.ny.gov

iii. Jennifer Andaloro, Esq.
NYSDEC Office of General Counsel
625 Broadway
14th Floor
Albany, New York 12233-1500
Phone: (518) 402-9199
Email: jennifer.andaloro@dec.ny.gov

2) Communication from the Department to the Municipality shall be sent to:

Hon. Ben Walsh
Mayor, City of Syracuse
203 City Hall
233 East Washington Street
Syracuse, NY 13202
Phone: (315) 448-8005
Email: mayor@syrgov.net

B) The Department and the Municipality reserve the right to designate additional or different addressees for communication on written notice to the other.

C) Each party shall notify the other within ninety (90) days after any change in the addresses listed in this Paragraph.

XIV) Completion or Termination of ERP 2021 Agreement

A) If the Municipality complies with the requirements of applicable State and federal laws and regulations and with the terms of this ERP 2021 Agreement, the Department shall issue a COC. This ERP 2021 Agreement shall end when the Department issues the COC.

B) The Department may terminate this ERP 2021 Agreement without prejudice or waiver of any other rights the State has if the Municipality fails to comply with any of the requirements of applicable State or federal laws and regulations or with any of the requirements of this ERP 2021 Agreement. The Department shall provide written notification to the Municipality of its breach of contract, setting forth in writing the basis for termination of the ERP 2021 Agreement and allowing the Municipality a reasonable and specific amount of time within which to cure its breach. If the Municipality does not cure its breach of contract within the period of time allowed by the Department, this ERP 2021 Agreement shall terminate on the date set forth in the letter ("Termination Letter"). The Department shall notify the Municipality of the amount of money that the Municipality owes the State for repayment of State costs incurred for the Project, including the Department's oversight costs and for any other costs incurred by the State in administering and terminating the Municipality's environmental restoration remediation project ("Demand Letter"). The Municipality agrees that if this ERP 2021 Agreement is terminated by the Department under this Subparagraph B:

1) the Municipality, a successor in title, lessee and lender are not entitled to claim any liability limitation benefits provided under ECL § 56-0509 because the Municipality has failed to satisfy the requirement of ECL § 56-0509 (1)(a)(I) to comply with all of the terms and conditions of the ERP 2021 Agreement; and

2) the Municipality shall pay to the Department an amount of money constituting the amount of Project costs incurred by the State under this ERP 2021 Agreement plus accrued interest and transaction costs, with interest thereon as provided by law, within 45 days of the Municipality's receipt of the Department's Demand Letter.

C) The Municipality may terminate this ERP 2021 Agreement without prejudice or waiver of any other rights within thirty (30) days of receiving notice of the completion of the Remedial Design if the associated engineer's estimate of project costs exceeds the costs as set forth in Paragraph V.A by at least three times. The requirement for the Municipality to pay its share of the Project cost committed up to the date of termination survives the termination.

XV) If this ERP 2021 Agreement is completed or terminated, the following requirements shall survive such completion or termination: Paragraphs V (Payment of State Costs,

VI (Disposition of Site), VII (Cost Recovery), and XII (Site Lease/Transfer Conditions).

If this ERP 2021 Agreement is terminated, the following requirements shall survive such termination: Paragraphs II (Allowable Use), IV (Entry upon Site), V (Payment of State Costs), X (Change of Use), XI (Environmental Easement), and XIII (Communications).

XVI) Miscellaneous

A) The Municipality shall file all appropriate forms for registration and closure for all known or identified petroleum bulk storage tanks on the Site, and/or all known or identified chemical bulk storage tanks on the Site to allow proper registration and/or closure of all such tanks.

B) The Department is exempt from the requirement to obtain any State or local permit or other authorization for any activity conducted pursuant to 6 NYCRR Part 375.

C) The Municipality shall cooperate with the Department to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform the obligations under this ERP 2021 Agreement.

D) The Municipality shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this ERP 2021 Agreement.

E) The paragraph headings set forth in this ERP 2021 Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this ERP 2021 Agreement.

F) The terms of this ERP 2021 Agreement shall constitute the complete and entire agreement between the Department and Municipality concerning the implementation of the activities required by this ERP 2021 Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this ERP 2021 Agreement shall be binding unless made in writing and subscribed by both parties. In the event of a conflict between the terms of this ERP 2021 Agreement and any Work Plan submitted pursuant to this ERP 2021 Agreement, the terms of this ERP 2021 Agreement shall control over the terms of the Work Plan(s). The Municipality consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this ERP 2021 Agreement and further agrees not to contest the validity of this ERP 2021 Agreement or its terms.

G) Unless otherwise expressly provided herein, terms used in this ERP 2021 Agreement which are defined in ECL Article 56 or in 6 NYCRR Part 375 shall have the meaning assigned to them under said statute or regulations.

H) The Municipality's obligation under this ERP 2021 Agreement represents payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty. This ERP 2021 Agreement does not constitute a permit and does not confer

upon the Municipality the right to engage in the Contemplated Use or any other use of the Site for any particular purpose.

I) No delay or omission on the part of either party in exercising any right under this ERP 2021 Agreement shall operate as a waiver of such right or of any other right under this ERP 2021 Agreement. A waiver shall not be construed as a bar to any right and/or remedy. No waiver or consent shall be binding unless it is in writing and executed by the Department and the Municipality.

J) This ERP 2021 Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

K) The effective date of this ERP 2021 Agreement is the date it is signed by the Commissioner or the Commissioner's designee after all other parties have signed.

L) The Municipality acknowledges that it has read, understands, and agrees to abide by all the terms set forth in this ERP 2021 Agreement.

M) In accordance with Section 41 of the State Finance Law, the State shall have no liability under this ERP 2021 Agreement beyond funds available for this ERP 2021 Agreement.

N) Notwithstanding any provision to the contrary, the Department expressly reserves its rights to postpone, suspend, abandon or terminate this ERP 2021 Agreement, and such actions shall in no event be deemed a breach of this ERP 2021 Agreement.

DATED: 6/10/2022

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew O. Guglielmi, Director
Division of Environmental Remediation

CONSENT BY MUNICIPALITY

Municipality hereby consents to the issuing and entering of this Agreement, waives Municipality's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Municipality Name: City of Syracuse

ATTEST
City Clerk

By: [signature]

Printed Name: Ben Walsh

Title: Mayor

Date: May 11, 2022

STATE OF NEW YORK

COUNTY OF Onondaga

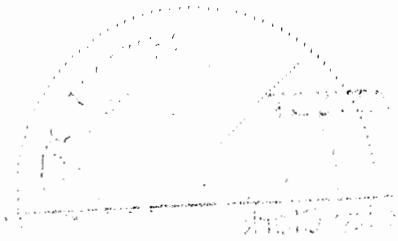
On the 11 day of May in the year 2022, before me, the undersigned, personally appeared Mayor Ben Walsh *(full name)* personally known to me who, being duly sworn, did depose and say that he/she resides at Syracuse, NY *(full mailing address)* and that he/she is the Mayor of the City of Syracuse *(full legal name of municipality)*, the municipality described in and which executed the above instrument; and that he/she signed his/her name thereto as authorized by said municipality..

Notary Public, State of New York [signature]

CRITTENDEN, CALEB A.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6427239
Qualified in Onondaga County
Commission Expires December 27, 2027

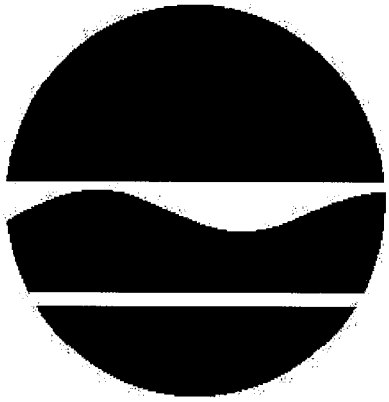
Site Number: B00075

Exhibit A
Record of Decision



RECORD OF DECISION

Zip Zip Mini Market Site
Environmental Restoration Project
Syracuse (c), Onondaga County
Site No. B00075
March 2020



Prepared by
Division of Environmental Remediation
New York State Department of Environmental Conservation

DECLARATION STATEMENT - RECORD OF DECISION

Zip Zip Mini Market Site
Environmental Restoration Project
Syracuse (c), Onondaga County
Site No. B00075
March 2020

Statement of Purpose and Basis

This document presents the remedy for the Zip Zip Mini Market Site, an environmental restoration site. The remedial program was chosen in accordance with the New York State Environmental Conservation Law and Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York (6 NYCRR) Part 375.

This decision is based on the Administrative Record of the New York State Department of Environmental Conservation (the Department) for the Zip Zip Mini Market Site and the public's input to the proposed remedy presented by the Department. A listing of the documents included as a part of the Administrative Record is included in Appendix B of the ROD.

Description of Selected Remedy

The elements of the selected remedy are as follows:

1. Remedial Design

A remedial design program will be implemented to provide the details necessary for the construction, operation, optimization, maintenance, and monitoring of the remedial program. This will also include an assessment to determine if any contamination is migrating off-site in soil, or groundwater and would include sampling of the building that is partially on-site for soil vapor intrusion, pending permission from the building's owner. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy as per DER-31. The major green remediation components are as follows:

- Considering the environmental impacts of treatment technologies and remedy stewardship over the long term;
- Reducing direct and indirect greenhouse gases and other emissions;
- Increasing energy efficiency and minimizing use of non-renewable energy;
- Conserving and efficiently managing resources and materials;
- Reducing waste, increasing recycling and increasing reuse of materials which would otherwise be considered a waste;
- Maximizing habitat value and creating habitat when possible;
- Fostering green and healthy communities and working landscapes which balance ecological,

economic and social goals;
• Integrating the remedy with the end use where possible and encouraging green and sustainable re-development; and
• Additionally, to incorporate green remediation principles and techniques to the extent feasible in the future development at this site, any future on-site buildings will include, at a minimum, a 20-mil vapor barrier/waterproofing membrane on the foundation to improve energy efficiency as an element of construction.

2. Cover System

The site will be regraded, and a site cover will be required to allow for commercial use of the site in areas where the upper one foot of exposed surface soil exceeds the applicable soil cleanup objectives (SCOs). Where a soil cover is to be used it will be a minimum of one foot of soil placed over a demarcation layer, with the upper six inches of soil of sufficient quality to maintain a vegetative layer. Soil cover material, including any fill material brought to the site, will meet the SCOs for cover material for the use of the site as set forth in 6 NYCRR Part 375-6.7(d). Substitution of other materials and components may be allowed where such components already exist or are a component of the tangible property to be placed as part of site redevelopment. Such components may include, but are not necessarily limited to: pavement, concrete, paved surface parking areas, sidewalks, building foundations and building slabs.

3. Groundwater Remedies

In-situ chemical oxidation will be implemented to treat contaminants in groundwater. A chemical oxidant will be injected into the subsurface to destroy the contaminants in an approximately 300 square foot area located in the northern portion of the site where gasoline-related compounds were elevated in the groundwater. The method and depth of injection will be determined during the remedial design. Monitoring will be required upgradient, downgradient, and within the treatment zone.

Prior to the full implementation of this technology, laboratory and on-site pilot scale studies will be conducted to more clearly define design parameters. Between the pilot and the full-scale implementations, it is estimated that one shallow and one deep injection point will be installed. It is estimated that the chemical oxidant will be injected during two separate events over several months.

4. Institutional Control

Imposition of an institutional control in the form of an environmental easement for the controlled property which will:

• Require the remedial party or site owner to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8 (h)(3);
• Allow the use and development of the controlled property for commercial use as defined by Part 375-1.8(g), although land use is subject to local zoning laws;
• Restrict the use of groundwater as a source of potable or process water, without necessary

water quality treatment as determined by the NYSDOH or County DOH; and
• Require compliance with the Department approved Site Management Plan.

5. Site Management Plan

A Site Management Plan is required, which includes the following:

A. An Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the following institutional and/or engineering controls remain in place and effective:

- Institutional Controls:
  - o The Environmental Easement discussed in Paragraph 4 above.

- Engineering Controls:
  - o The soil cover discussed in Paragraph 2 and injections as discussed in Paragraph 3.

This plan includes, but may not be limited to:

• An Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination;
• Descriptions of the provisions of the environmental easement including any land use and groundwater use restrictions;
• A provision for evaluation of the potential for soil vapor intrusion for any new or occupied buildings on the site, including provision for implementing actions recommended to address exposures related to soil vapor intrusion;
• Provisions for the management and inspection of the identified engineering controls;
• Maintaining site access controls and Department notification; and
• The steps necessary for the periodic reviews and certification of the institutional and/or engineering controls.

• A Monitoring Plan to assess the performance and effectiveness of the remedy. The plan includes, but may not be limited to:

  • Monitoring of the groundwater to assess the performance and effectiveness of the remedy; and
  • A schedule of monitoring and frequency of submittals to the Department.

An Operation and Maintenance (O&M) Plan to ensure continued operation, maintenance, optimization, monitoring, inspection, and reporting of any mechanical or physical components of the remedy. The plan includes, but is not limited to:

• Procedures for operating and maintaining the remedy;
• Maintaining site access controls and Department notification; and
• Providing the Department access to the site and O&M records.

New York State Department of Health Acceptance

The New York State Department of Health (NYSDOH) concurs that the remedy for this site is protective of human health.

Declaration

The selected remedy is protective of human health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies, to the maximum extent practicable, and satisfies the preference for remedies that reduce toxicity, mobility, or volume as a principal element.

March 30, 2020
Date

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

RECORD OF DECISION

Zip Zip Mini Market Site
Syracuse (c), Onondaga County
Site No. B00075
March 2020

SECTION 1: SUMMARY AND PURPOSE

The New York State Department of Environmental Conservation (the Department), in consultation with the New York State Department of Health (NYSDOH), has selected a remedy for the above referenced site. The disposal of contaminants at the site has resulted in threats to public health and the environment that will be addressed by the remedy. The disposal or release of contaminants at this site, as more fully described in this document, has contaminated various environmental media. Contaminants include hazardous waste and/or petroleum. The remedy is intended to attain the remedial action objectives identified for this site for the protection of public health and the environment. This Record of Decision (ROD) identifies the selected remedy, summarizes the other alternatives considered, and discusses the reasons for selecting the remedy.

The 1996 Clean Water/ Clean Air Bond Act provides funding to municipalities for the investigation and cleanup of brownfields. Brownfields are abandoned, idled, or under-used properties where redevelopment is complicated by real or perceived environmental contamination. They typically are former industrial or commercial properties where operations may have resulted in environmental contamination. Brownfields often pose not only environmental, but legal and financial burdens on communities. Under the Environmental Restoration Program, the state provides grants to municipalities to reimburse up to 90 percent of eligible costs for site investigation and remediation activities. Once remediated, the property can then be reused.

The Department has issued this document in accordance with the requirements of New York State Environmental Conservation Law and 6 NYCRR Part 375. This document is a summary of the information that can be found in the site-related reports and documents.

SECTION 2: CITIZEN PARTICIPATION

The Department seeks input from the community on all remedies. A public comment period was held, during which the public was encouraged to submit comment on the proposed remedy. All comments on the remedy received during the comment period were considered by the Department in selecting a remedy for the site. Site-related reports and documents were made available for review by the public at the following document repositories:

DECInfo Locator - Web Application

https://www.dec.ny.gov/data/DecDocs/B00075/

City of Syracuse
Attn: Owen Kerney
201 East Washington Street, Room 512
Syracuse, NY 13202
Phone: (315) 448-8110

A public comment period was set from:

02/12/2020 to 03/28/2020

A public meeting was also conducted. At the meeting, the findings of the remedial investigation (RI) and the alternatives analyses (AA) were presented along with a summary of the proposed remedy. After the presentation, a question-and-answer period was held, during which verbal or written comments were accepted on the proposed remedy.

Comments on the remedy received during the comment period are summarized and addressed in the responsiveness summary section of the ROD. No verbal or written comments were received during the comment period.

Receive Site Citizen Participation Information By Email

Please note that the Department's Division of Environmental Remediation (DER) is "going paperless" relative to citizen participation information. The ultimate goal is to distribute citizen participation information about contaminated sites electronically by way of county email listservs. Information will be distributed for all sites that are being investigated and cleaned up in a particular county under the State Superfund Program, Environmental Restoration Program, Brownfield Cleanup Program and Resource Conservation and Recovery Act Program. We encourage the public to sign up for one or more county listservs at **http://www.dec.ny.gov/chemical/61092.html**

SECTION 3: SITE DESCRIPTION AND HISTORY

Location: The Zip Zip Mini Market Site is a 1.14-acre site located in an urban area. The site is located at 1410 Erie Boulevard East along the eastern side of the City of Syracuse. The site is bordered by Erie Boulevard to the north, Cherry Street to the east, East Washington Street to the south, and South Beach Street to the west.

Site Features: The site is relatively flat and has one building that is partially located on-site. The building is owned by the adjoining property owner and is an automobile repair shop. The site is mostly made up of hard compact soil and gravel. The building located on the adjacent parcel to the east slightly encroaches onto the western portion of the site.

Current Zoning and Land Use: The site is currently being used as a parking area and is zoned for commercial use. The surrounding parcels are currently used for a combination of commercial,

light industrial, and utility right-of-ways. The nearest residential area is approximately 100 yards to the south on East Washington Street.

Past Use of the Site: Until 1997, the site was used as a retail gasoline business prior to a fire that destroyed the service building. Contamination at the site is believed to be the result of four underground storage tanks being left at the property without being closed properly.

Site Geology and Hydrogeology: The site has an approximate elevation of 440 feet above mean sea level and is relatively flat. The majority of the overland flow is towards Erie Blvd. East and Route 690, where subtle east sloping topography results in discharge to the south branch of Ley Creek, which eventually discharges into Onondaga Lake. Site soils consist of Urban Land with the bedrock anticipated to be of the Upper Silurian Age. The bedrock geology underlying the site is the Syracuse Formation, which consists of dolostone, shale, gypsum, and salts.

The estimated depth to groundwater is less than 10 feet below ground surface. Groundwater at the site generally flows to the north towards Ley Creek.

A site location map is attached as Figure 1, a site boundary map is attached as Figure 2, and a site map is attached as Figure 3.

SECTION 4: LAND USE AND PHYSICAL SETTING

The Department may consider the current, intended, and reasonably anticipated future land use of the site and its surroundings when evaluating a remedy for soil remediation. For this site, alternatives that restrict the use of the site to commercial use (which allows for industrial use) as described in Part 375-1.8(g) were evaluated in addition to an alternative which would allow for unrestricted use of the site.

A comparison of the results of the RI to the appropriate standards, criteria and guidance values (SCGs) for the identified land use and the unrestricted use SCGs for the site contaminants is included in the Tables for the media being evaluated in Exhibit A.

SECTION 5: ENFORCEMENT STATUS

Potentially Responsible Parties (PRPs) are those who may be legally liable for contamination at a site. This may include past or present owners and operators, waste generators, and haulers.

No PRPs have been documented to date.

Since no viable PRPs have been identified, there are currently no ongoing enforcement actions. However, legal action may be initiated at a future date by the state to recover state response costs should PRPs be identified. City of Syracuse will assist the state in its efforts by providing all information to the state which identifies PRPs. City of Syracuse will also not enter into any agreement regarding response costs without the approval of the Department.

SECTION 6: SITE CONTAMINATION

6.1: Summary of the Remedial Investigation

A Remedial Investigation (RI) has been conducted. The purpose of the RI was to define the nature and extent of any contamination resulting from previous activities at the site. The field activities and findings of the investigation are described in the RI Report.

The following general activities are conducted during an RI:

- Research of historical information,
- Geophysical survey to determine the lateral extent of wastes,
- Test pits, soil borings, and monitoring well installations,
- Sampling of waste, surface and subsurface soils, groundwater, and soil vapor,
- Sampling of surface water and sediment,
- Ecological and Human Health Exposure Assessments.

The analytical data collected on this site includes data for:

- groundwater
- soil

6.1.1: Standards, Criteria, and Guidance (SCGs)

The remedy must conform to promulgated standards and criteria that are directly applicable or that are relevant and appropriate. The selection of a remedy must also take into consideration guidance, as appropriate. Standards, Criteria and Guidance are hereafter called SCGs.

To determine whether the contaminants identified in various media are present at levels of concern, the data from the RI were compared to media-specific SCGs. The Department has developed SCGs for groundwater, surface water, sediments, and soil. The NYSDOH has developed SCGs for drinking water and soil vapor intrusion. The tables found in Exhibit A list the applicable SCGs in the footnotes. For a full listing of all SCGs see: **http://www.dec.ny.gov/regulations/61794.html**

6.1.2: RI Results

The data have identified contaminants of concern. A "contaminant of concern" is a contaminant that is sufficiently present in frequency and concentration in the environment to require evaluation for remedial action. Not all contaminants identified on the property are contaminants of concern. The nature and extent of contamination and environmental media requiring action are summarized in Exhibit A. Additionally, the RI Report contains a full discussion of the data.

The contaminants of concern identified at this site are:

benzo(a)anthracene
benzo(a)pyrene
benzo(b)fluoranthene
benzene
ethylbenzene
isopropylbenzene
methyl-tert-butyl ether (MTBE)
toluene
xylene (mixed)
naphthalene
pyrene

As illustrated in Exhibit A, the contaminants of concern exceed the applicable SCGs for:

- groundwater
- soil

6.2: Interim Remedial Measures

An interim remedial measure (IRM) is conducted at a site when a source of contamination or exposure pathway can be effectively addressed before issuance of the Record of Decision.

The following IRMs have been completed at this site based on conditions observed during the RI.

UST and Residual Soil Removal IRM

In September of 2005, an excavation program was undertaken to remove the six underground storage tanks (USTs) and associated contaminated soils at the site. The excavations took place at two different UST areas, the gasoline UST area in the southwestern portion of the site, and the waste oil UST area in the central/eastern portion of the site. The excavations went to a depth of approximately 11 feet bgs.

In addition to the tanks, approximately 568 tons of contaminated soil were removed from the site. Clean fill meeting the requirements of 6 NYCRR Part 375-6.7(d) was brought in to replace the excavated soil and establish the designed grades at the site. More details of the work completed under this IRM are within the Construction Completion Report (CCR) submitted to the Department in May 2006.

Soil and Source Removal IRM

In January of 2008, an excavation program was undertaken to remove and properly dispose of additional petroleum-impacted soils, subsurface structures, piping and equipment. Soils that were visibly stained, that exhibited petroleum-like odors, or with measured levels of volatile vapors exceeding 20 parts per million (ppm) on a field instrument, were loaded for disposal. The excavations addressed three distinct areas: the former dispenser island area, the vault and equipment area, and the slab removal area. The excavations went to a depth of 18 feet bgs.

Approximately 1,707 tons of contaminated soil and debris were removed from the site. Clean fill meeting the requirements of 6 NYCRR Part 375-6.7(d) was brought in to replace the excavated soil and establish the designed grades at the site. More details of the work completed under this IRM are within the CCR submitted to the Department in March 2008.

6.3: Summary of Environmental Assessment

This section summarizes the assessment of existing and potential future environmental impacts presented by the site. Environmental impacts may include existing and potential future exposure pathways to fish and wildlife receptors, wetlands, groundwater resources, and surface water.

Based upon the resources and pathways identified and the toxicity of the contaminants of ecological concern at this site, a Fish and Wildlife Resources Impact Analysis (FWRIA) was deemed not necessary.

Nature and Extent of Contamination:

Post-IRM: Soil and groundwater were analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals. Soils were also analyzed for polychlorinated biphenyls (PCBs), and pesticides. Based upon investigations conducted to date, the primary contaminants of concern are VOCs and SVOCs with minor detections of pesticides and metals.

Soil:

Surface Soils:
Only one VOC, acetone, was detected at a concentration of 0.056 ppm which exceeded the Part 375 unrestricted use SCO of 0.05 ppm. This detection was, however, below the Part 375 commercial use SCO of 500 ppm.

Three SVOCs were detected at concentrations exceeding their respective Part 375 commercial use SCOs. These were benzo[a]anthracene at a maximum concentration of 8.2 ppm with a commercial SCO of 5.6 ppm, benzo[a]pyrene at a maximum concentration of 7 ppm with a commercial SCO of 1 ppm, and benzo[b]fluoranthene at a maximum concentration of 8.2 ppm with a commercial SCO of 5.6 ppm. These concentrations were present in the northeast portion of the site. There are several other compounds including benzo[k]fluoranthene at a maximum concentration of 3.3 ppm, chrysene at a maximum concentration of 5.3 ppm, and indeno[1,2,3-cd]pyrene at a maximum concentration of 3.7 ppm, exceeding their respective Part 375 Restricted Residential SCOs, but below Part 375 commercial SCOs. No other SVOCs exceeded unrestricted use SCOs.

Only one pesticide, 4,4'-DDT, was detected in a surface soil sample at a concentration of 0.0094 ppm which exceeds the Part 375 unrestricted use SCO of 0.0033 ppm but is less than the Part 375 commercial use SCO of 47 ppm.

No PCBs were identified in the surface soil samples.

One metal, lead, at a maximum concentration of 854 ppm, exceeded its Part 375 restricted residential SCO of 400 ppm but was less than the commercial SCO of 1000 ppm. Zinc was detected at a maximum concentration of 569 ppm, exceeding the Part 375 unrestricted use SCO of 109 ppm.

Subsurface Soils:
No VOCs were detected in subsurface soil samples at concentrations exceeding their respective commercial use SCOs. There were several compounds including acetone at a maximum of 0.11 ppm, benzene at a maximum of 1.1 ppm, ethylbenzene at a maximum of 3.6 ppm, methylene chloride at a maximum of 0.068 ppm, and xylenes (total) at a maximum of 20 ppm, that were detected above their respective Part 375 unrestricted use SCOs. Benzene, ethylbenzene and xylenes (total) also exceeded their respective Part 375 Protection of Groundwater SCOs.

No SVOCs were detected in subsurface soil samples at concentrations exceeding their respective commercial use SCOs. There were several compounds, including benzo(b)fluoranthene at a maximum concentration of 1.1 ppm and indeno(1,2,3-cd)pyrene at a maximum concentration of 0.56 ppm, that were detected above their respective Part 375 unrestricted use SCOs.

No pesticides were detected in subsurface soil samples at concentrations exceeding their unrestricted use SCOs.

No metals were detected in subsurface soil samples at concentrations exceeding their respective commercial use SCOs. There were two compounds including mercury at a maximum concentration of 0.19 ppm and nickel, at a maximum concentration of 43.2 ppm, that were detected above their respective Part 375 unrestricted use SCOs.

Groundwater (GW):

No metals were detected above their respective groundwater standards.

VOCs detected in groundwater above ambient quality standards include benzene at a maximum concentration of 120 parts per billion (ppb), ethylbenzene at a maximum concentration of 83 ppb, isopropylbenzene at a maximum of 6.4 ppb, methyl tert-butyl ether at a maximum of 73 ppb, toluene at a maximum of 48 ppb, and xylenes (total) at a maximum of 440 ppb. Most of the VOC groundwater impacts were located in the northern portion of the site, except for methyl tert-butyl ether, which was detected throughout the site.

SVOCs detected in groundwater above their respective standards include 2,4-dimethylphenol at a maximum of 6.4 ppb, naphthalene at a maximum of 17 ppb, and phenol at a maximum of 3.2 ppb. All of the SVOC groundwater impacts were located in the northern portion of the site.

6.4: Summary of Human Exposure Pathways

This human exposure assessment identifies ways in which people may be exposed to site-related contaminants. Chemicals can enter the body through three major pathways (breathing, touching or swallowing). This is referred to as *exposure*.

Access is not restricted and people who enter the site could contact contaminants in the soil by walking on it, digging, or otherwise disturbing the soil. People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by this contamination. Volatile organic compounds in the soil vapor (air spaces within the soil) may move into buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. The potential exists for the inhalation of site contaminants due to soil vapor intrusion on and offsite.

6.5: Summary of the Remediation Objectives

The objectives for the remedial program have been established through the remedy selection process stated in 6 NYCRR Part 375. The goal for the remedial program is to restore the site to pre-disposal conditions to the extent feasible. At a minimum, the remedy shall eliminate or mitigate all significant threats to public health and the environment presented by the contamination identified at the site through the proper application of scientific and engineering principles.

The remedial action objectives for this site are:

Groundwater

RAOs for Public Health Protection

- Prevent ingestion of groundwater with contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of volatiles, from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer to pre-disposal/pre-release conditions, to the extent practicable.
- Remove the source of ground or surface water contamination.

Soil

RAOs for Public Health Protection

- Prevent ingestion/direct contact with contaminated soil.
- Prevent inhalation of or exposure from contaminants volatilizing from contaminants in soil.

RAOs for Environmental Protection

- Prevent migration of contaminants that would result in groundwater or surface water contamination.

Soil Vapor

RAOs for Public Health Protection

- Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into buildings at a site.

SECTION 7: SUMMARY OF THE SELECTED REMEDY

To be selected the remedy must be protective of human health and the environment, be cost-effective, comply with other statutory requirements, and utilize permanent solutions, alternative technologies or resource recovery technologies to the maximum extent practicable. The remedy must also attain the remedial action objectives identified for the site, which are presented in Section 6.5. Potential remedial alternatives for the Site were identified, screened and evaluated in the alternatives analysis (AA) report.

A summary of the remedial alternatives that were considered for this site is presented in Exhibit B. Cost information is presented in the form of present worth, which represents the amount of money invested in the current year that would be sufficient to cover all present and future costs associated with the alternative. This enables the costs of remedial alternatives to be compared on a common basis. As a convention, a time frame of 30 years is used to evaluate present worth costs for alternatives with an indefinite duration. This does not imply that operation, maintenance, or monitoring would cease after 30 years if remediation goals are not achieved. A summary of the Remedial Alternatives Costs is included as Exhibit C.

The basis for the Department's remedy is set forth at Exhibit D.

The selected remedy is referred to as the In-situ Treatment and Cover System remedy.

The estimated present worth cost to implement the remedy is $554,000. The cost to construct the remedy is estimated to be $514,500 and the estimated average annual cost is $2,000.

The elements of the selected remedy are as follows:

1. Remedial Design

A remedial design program will be implemented to provide the details necessary for the construction, operation, optimization, maintenance, and monitoring of the remedial program. This will also include an assessment to determine if any contamination is migrating off-site in soil, or groundwater and would include sampling of the building that is partially on-site for soil vapor intrusion, pending permission from the building's owner. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy as per DER-31. The major green remediation components are as follows:

- Considering the environmental impacts of treatment technologies and remedy stewardship over the long term;
- Reducing direct and indirect greenhouse gases and other emissions;
- Increasing energy efficiency and minimizing use of non-renewable energy;
- Conserving and efficiently managing resources and materials;
- Reducing waste, increasing recycling and increasing reuse of materials which would otherwise be considered a waste;
- Maximizing habitat value and creating habitat when possible;

• Fostering green and healthy communities and working landscapes which balance ecological, economic and social goals;
• Integrating the remedy with the end use where possible and encouraging green and sustainable re-development; and
• Additionally, to incorporate green remediation principles and techniques to the extent feasible in the future development at this site, any future on-site buildings will include, at a minimum, a 20-mil vapor barrier/waterproofing membrane on the foundation to improve energy efficiency as an element of construction.

2. Cover System

The site will be regraded, and a site cover will be required to allow for commercial use of the site in areas where the upper one foot of exposed surface soil exceeds the applicable soil cleanup objectives (SCOs). Where a soil cover is to be used it will be a minimum of one foot of soil placed over a demarcation layer, with the upper six inches of soil of sufficient quality to maintain a vegetative layer. Soil cover material, including any fill material brought to the site, will meet the SCOs for cover material for the use of the site as set forth in 6 NYCRR Part 375-6.7(d). Substitution of other materials and components may be allowed where such components already exist or are a component of the tangible property to be placed as part of site redevelopment. Such components may include, but are not necessarily limited to: pavement, concrete, paved surface parking areas, sidewalks, building foundations and building slabs.

3. Groundwater Remedies

In-situ chemical oxidation will be implemented to treat contaminants in groundwater. A chemical oxidant will be injected into the subsurface to destroy the contaminants in an approximately 300 square foot area located in the northern portion of the site where gasoline-related compounds were elevated in the groundwater. The method and depth of injection will be determined during the remedial design. Monitoring will be required upgradient, downgradient, and within the treatment zone.

Prior to the full implementation of this technology, laboratory and on-site pilot scale studies will be conducted to more clearly define design parameters. Between the pilot and the full-scale implementations, it is estimated that one shallow and one deep injection point will be installed. It is estimated that the chemical oxidant will be injected during two separate events over several months.

4. Institutional Control

Imposition of an institutional control in the form of an environmental easement for the controlled property which will:

• Require the remedial party or site owner to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8 (h)(3);
• Allow the use and development of the controlled property for commercial use as defined by Part 375-1.8(g), although land use is subject to local zoning laws;

• Restrict the use of groundwater as a source of potable or process water, without necessary water quality treatment as determined by the NYSDOH or County DOH; and
• Require compliance with the Department approved Site Management Plan.

5. Site Management Plan

A Site Management Plan is required, which includes the following:

A. An Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the following institutional and/or engineering controls remain in place and effective:

- Institutional Controls:
  - o The Environmental Easement discussed in Paragraph 4 above.

- Engineering Controls:
  - o The soil cover discussed in Paragraph 2 and injections as discussed in Paragraph 3.

This plan includes, but may not be limited to:

• An Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination;
• Descriptions of the provisions of the environmental easement including any land use and groundwater use restrictions;
• A provision for evaluation of the potential for soil vapor intrusion for any new or occupied buildings on the site, including provision for implementing actions recommended to address exposures related to soil vapor intrusion;
• Provisions for the management and inspection of the identified engineering controls;
• Maintaining site access controls and Department notification; and
• The steps necessary for the periodic reviews and certification of the institutional and/or engineering controls.

• A Monitoring Plan to assess the performance and effectiveness of the remedy. The plan includes, but may not be limited to:

  • Monitoring of the groundwater to assess the performance and effectiveness of the remedy; and
  • A schedule of monitoring and frequency of submittals to the Department.

An Operation and Maintenance (O&M) Plan to ensure continued operation, maintenance, optimization, monitoring, inspection, and reporting of any mechanical or physical components of the remedy. The plan includes, but is not limited to:

• Procedures for operating and maintaining the remedy;
• Maintaining site access controls and Department notification; and
• Providing the Department access to the site and O&M records.

Exhibit A

Nature and Extent of Contamination

This section describes the findings of the Remedial Investigation for all environmental media that were evaluated. As described in Section 6.1, samples were collected from various environmental media to characterize the nature and extent of contamination.

For each medium for which contamination was identified, a table summarizes the findings of the investigation. The tables present the range of contamination found at the site in the media and compares the data with the applicable standards, criteria and guidance values (SCGs) for the site. The contaminants are arranged into four categories: volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), and inorganics (metals and cyanide). For comparison purposes, the SCGs are provided for each medium that allows for unrestricted use. For soil, if applicable, the Restricted Use SCGs identified in Section 4 and Section 6.1.1 are also presented.

Waste/Source Areas

As described in the RI report, waste/source materials were identified at the site and were impacting groundwater and soil prior to the implementation of the IRMs as described in section 6.2.

Wastes are defined in 6 NYCRR Part 375-1.2(aw) and include solid, industrial and/or hazardous wastes. Source areas are defined in 6 NYCRR Part 375(au). Source areas are areas of concern at a site where substantial quantities of contaminants are found which can migrate and release significant levels of contaminants to another environmental medium. Wastes and source areas identified at the site included, underground storage tanks (USTs), the dispenser island area, and the vault/equipment storage area, Figure 3. The USTs were left at the site after the service station burned down in 1997.

Waste and source areas were identified at the site within the UST area, dispenser island area, and the vault/equipment storage area. Petroleum and other service station wastes were found within subsurface structures including the USTs and the pump islands.

The waste/source areas identified at the site were addressed by the IRMs described in Section 6.2.

Groundwater

Groundwater samples were collected from overburden monitoring wells. The samples were collected to assess groundwater conditions on and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs).

Table #1 – Groundwater

Detected Constituents	Concentration Range Detected (ppb)[a]	SCG[b] (ppb)	Frequency Exceeding SCG
VOCs			
Benzene	ND-120	1	1/5
Ethylbenzene	ND-83	5	1/5

Isopropylbenzene	ND-6.4	5	1/5
Methyl tert-butyl ether	0.7-73	10	3/5
Toluene	ND-48	5	1/5
Xylene (Total)	ND-440	5	1/5
SVOCs			
2,4-Dimethylphenol	ND-6.4	1	1/5
Naphthalene	ND-17	10	1/5
Phenol	ND-3.2	1	1/5

a - ppb: parts per billion, which is equivalent to micrograms per liter, ug/L, in water.
b - SCG: Standard Criteria or Guidance - Ambient Water Quality Standards and Guidance Values (TOGs 1.1.1), 6 NYCRR Part 703, Surface water and Groundwater Quality Standards, and Part 5 of the New York State Sanitary Code (10 NYCRR Part 5).

The primary groundwater contaminants are MTBE, benzene, ethylbenzene, and xylenes (total) associated with operation of the former gas station. As noted on Figure 4, the primary groundwater contamination is associated with the former dispenser island area located in the northern portion of the site.

Based on the findings of the RI, the presence of USTs and other service station wastes have resulted in the contamination of groundwater. The site contaminants that are considered to be the primary contaminants of concern which will drive the remediation of groundwater to be addressed by the remedy selection process are: benzene, ethylbenzene, and xylenes (total).

Soil

Surface and subsurface soil samples were collected at the site during the RI and post implementation of the IRMs as described in Section 6.2. Surface soil samples were collected from a depth of 0-24 inches to assess direct human exposure. Subsurface soil samples were collected from a depth of 2-20 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted use SCGs for volatile and semi-volatile organics, pesticides, and inorganics and the restricted commercial SCGs for semi-volatile organics. Table 2 shows the contaminant constituents detected, the concentration ranges, and the frequency in which they exceeded SCGs for soils after the IRMs were implemented.

Table #2 – Soil

Detected Constituents	Concentration Range Detected (ppb)[a]	Unrestricted SCG[b] (ppb)	Frequency Exceeding Unrestricted SCG	Restricted Use SCG[c] (ppb)	Frequency Exceeding Restricted SCG
VOCs					
Acetone	ND - 110	50	5/16	500000	0/16
Benzene	ND - 1100	60	2/16	60[d]	2/16
Ethylbenzene	ND - 3600	1000	1/16	1000[d]	1/16

Detected Constituents	Concentration Range Detected (ppb)[a]	Unrestricted SCG[b] (ppb)	Frequency Exceeding Unrestricted SCG	Restricted Use SCG[c] (ppb)	Frequency Exceeding Restricted SCG
Methylene Chloride	ND - 68	50	1/16	500000	0/16
Xylenes, total	ND – 20000	260	2/16	1600[d]	2/16
SVOCs					
Benzo[a]anthracene	ND - 8200	1000	1/14	5600	1/14
Benzo[a]pyrene	ND – 7000	1000	1/14	1000	1/14
Benzo[b]fluoranthene	ND - 8200	1000	1/14	5600	1/14
Benzo[k]fluoranthene	ND - 3300	800	1/14	56000	0/14
Chrysene	ND - 5300	1000	1/14	56000	0/14
Indeno[1,2,3-cd]pyrene	ND - 3700	500	1/14	5600	0/14
Pesticides					
4,4'-DDT	ND – 9.4	3.3	1/5	47000	0/5
Inorganics					
Lead	4.6 - 854	63	3/14	1000	0/14
Mercury	0.014 – 0.19	0.18	1/14	2.8	0/14
Nickel	6.4 – 43.2	30	3/14	310	0/14
Zinc	20.2 - 569	109	2/14	10000	0/14

a - ppb: parts per billion, which is equivalent to milligrams per kilogram, ug/kg, in soil;
b - SCG: Part 375-6.8(a), Unrestricted Soil Cleanup Objectives.
c - SCG: Part 375-6.8(b), Restricted Use Soil Cleanup Objectives for the Protection of Public Health for Commercial Use, unless otherwise noted.
d – SCG: Part 375-6.8(b), Restricted Use Soil Cleanup Objectives for the Protection of Groundwater

A majority of the soil contamination identified during the RI was addressed during the IRMs described in Section 6.2.

Based on the findings of the Remedial Investigation, the presence of USTs and other service station wastes have resulted in the contamination of soil. The site contaminants identified in soil which are considered to be the primary contaminants of concern, to be addressed by the remedy selection process are, benzo[a]anthracene, benzo[a]pyrene, and benzo[b]fluoranthene.

Exhibit B

Description of Remedial Alternatives

The following alternatives were considered based on the remedial action objectives (see Section 6.5) to address the contaminated media identified at the site as described in Exhibit A.

Alternative 1: No Further Action

The No Further Action Alternative recognizes the remediation of the site completed by the IRMs described in Section 6.2. This alternative leaves the site in its present condition and does not provide any additional protection of the environment.

Alternative 2: Restoration to Pre-Disposal or Unrestricted Conditions

This alternative achieves all of the SCGs discussed in Section 6.1.1 and Exhibit A and soil meets the unrestricted soil cleanup objectives listed in Part 375-6.8 (a). This alternative would include excavation and off-site disposal of all waste and soil contamination above the unrestricted soil cleanup objectives. The anticipated volume of soil to be removed is 11,000 cubic yards or 18,000 tons. The remedy does not rely on institutional or engineering controls to prevent future exposure. As there would be no contamination remaining above unrestricted SCOs and groundwater cleanup would be achieved through in-situ chemical oxidation (ISCO) injections , there is no need for long-term site management, restrictions, or periodic review. This remedy will have no annual cost, only the capital cost.

Capital Cost:..... $2,700,000

Alternative 3: Cover System

This alternative would include a soil cover over the entire site consisting of a minimum of one foot of soil placed over a demarcation layer. Soil cover material, including any fill material brought to the site, will meet the SCOs for cover material for the use of the site as set forth in 6 NYCRR Part 375-6.7(d). Substitution of other materials and components may be allowed where such components already exist or are a component of the tangible property to be placed as part of site redevelopment. Such components may include, but are not necessarily limited to: pavement, concrete, paved surface parking areas, sidewalks, building foundations and building slabs. A pre-design investigation (PDI) would be performed to evaluate the potential for off-site migration of site-related contaminants in soil, groundwater, and soil vapor. As part of the PDI, emerging contaminants would be assessed as well. Any off-site area containing site-related contaminants in groundwater or soil vapor above SCGs would be assessed and remediated as appropriate. Groundwater would not be actively addressed in this remedy, however use restrictions would be put in place.

Imposition of an institutional control in the form of an environmental easement and a Site Management Plan is required with this remedy. The remedy will achieve a commercial cleanup at a minimum and includes an environmental easement, and site management plan.

Present Worth:..... *$256,000*
Capital Cost:..... *$217,000*
Annual Costs:..... *$2,000*

Alternative 4: In-situ Treatment and Cover System

This alternative would include a soil cover consisting of a minimum of one foot of soil placed over a demarcation layer. Soil cover material, including any fill material brought to the site, will meet the requirements for cover material for the use of the site as set forth in 6 NYCRR Part 375-6.7(d). Substitution of other materials and components may be allowed where such components already exist or are a component of the tangible property to be placed as part of site redevelopment. Such components may include, but are not necessarily limited to: pavement, concrete, paved surface parking areas, sidewalks, building foundations and building slabs. A (PDI would be performed to evaluate the potential for off-site migration of site-related contaminants in soil, groundwater, and soil vapor. As part of the PDI, emerging contaminants would be assessed as well. Any off-site area containing site-related contaminants in groundwater above SCGs would be assessed for inclusion in the groundwater remedial action component. Any off-site area containing site-related contaminants in soil vapor above the SCGs would be assessed and remediated as appropriate.

In-situ chemical oxidation would be implemented to treat contaminants in groundwater. A chemical oxidant would be injected into the subsurface to destroy the contaminants in an approximately 300 square foot area located in the northern portion of the site where gasoline-related compounds were elevated in the groundwater. The method and depth of injection would be determined during the remedial design.

Groundwater monitoring would be required up-gradient, down-gradient, and within the treatment zone.

Prior to the full implementation of this technology, laboratory and on-site pilot scale studies would be conducted to more clearly define design parameters. Between the pilot and the full-scale implementations, it is estimated that one shallow and one deep injection points would be installed. It is estimated that the chemical oxidant chemical oxidant would be injected during approximately two separate events over several months.

Imposition of an institutional control in the form of an environmental easement and a Site Management Plan is required with this remedy. The remedy will achieve a commercial cleanup at a minimum and includes an environmental easement, and site management plan.

Present Worth: *$554,000*
Capital Cost: *$515,000*
Annual Costs: *$2,000*

Exhibit C

Remedial Alternative Costs

Remedial Alternative	Capital Cost ($)	Annual Costs ($)	Total Present Worth ($)
No Further Action	0	0	0
Restoration to Pre-Disposal or Unrestricted Conditions	2,700,000	0	2,700,000
Cover System	217,000	2,000	256,000
In-situ Treatment and Cover System	515,000	2,000	554,000

Exhibit D

SUMMARY OF THE REMEDY

The Department is selecting Alternative 4, In-situ Treatment and Cover System as the remedy for this site. Alternative 4 will achieve the remediation goals for the site by providing a cover system that will allow for commercial use. The elements of this remedy are described in Section 7.

Basis for Selection

The remedy is based on the results of the RI and the evaluation of alternatives. The criteria to which potential remedial alternatives are compared are defined in 6 NYCRR Part 375. A detailed discussion of the evaluation criteria and comparative analysis is included in the AA report.

The first two evaluation criteria are termed "threshold criteria" and must be satisfied in order for an alternative to be considered for selection.

1. Protection of Human Health and the Environment. This criterion is an overall evaluation of each alternative's ability to protect public health and the environment.

The remedy, Alternative 4 will satisfy this criterion by covering the contaminated soils. Alternative 4 addresses the source of the groundwater contamination, which is the most significant threat to public health and the environment. Alternative 1 (No Action) does not provide any protection to public health and the environment and will not be evaluated further. Alternative 2, by removing all soil contaminated above the unrestricted soil cleanup objective, meets this threshold criteria. Alternative 3 complies with this criterion but to a lesser degree or with lower certainty. Alternatives 3 and 4 rely on a restriction of groundwater use at the site to protect human health. Alternative 2 may require a short-term restriction on groundwater use; however, it is expected the restriction would be able to be removed in approximately three to five years.

2. Compliance with New York State Standards, Criteria, and Guidance (SCGs). Compliance with SCGs addresses whether a remedy will meet environmental laws, regulations, and other standards and criteria. In addition, this criterion includes the consideration of guidance which the Department has determined to be applicable on a case-specific basis.

Alternative 4 complies with SCGs to the extent practicable. It addresses source areas of contamination and complies with the restricted use soil cleanup objectives at the surface through construction of a cover system. It also creates the conditions necessary to restore groundwater quality to the extent practicable. Alternative 3 also complies with this criterion but to a lesser degree or with lower certainty. Because Alternatives 2, 3 and 4 satisfy the threshold criteria, the remaining criteria are particularly important in selecting a final remedy for the site. It is expected Alternatives 2 and 4 will achieve groundwater SCGs within several years, while groundwater contamination above SCGs will remain on-site under Alternative 3 for many years.

The next six "primary balancing criteria" are used to compare the positive and negative aspects of each of the remedial strategies.

3. Long-term Effectiveness and Permanence. This criterion evaluates the long-term effectiveness of the remedial alternatives after implementation. If wastes or treated residuals remain on-site after the selected

remedy has been implemented, the following items are evaluated: 1) the magnitude of the remaining risks, 2) the adequacy of the engineering and/or institutional controls intended to limit the risk, and 3) the reliability of these controls.

Long-term effectiveness is best accomplished by those alternatives involving excavation of the contaminated overburden soils (Alternative 2). Since most of the contamination is in the eastern corner of the site, Alternative 2 results in removal of all of the contamination at the site and thus alleviates the need for property use restrictions and long-term monitoring. Alternative 4 will result in the covering of all of the contaminated soil at the site and the treatment of source areas in the groundwater, but it also requires an environmental easement and long-term monitoring. For Alternative 3, site management remains effective, but it would be less desirable in the long-term.

4. Reduction of Toxicity, Mobility or Volume. Preference is given to alternatives that permanently and significantly reduce the toxicity, mobility or volume of the wastes at the site.

Alternative 2, excavation and off-site disposal, reduces the mobility and volume of on-site waste by transferring the material to an approved off-site location. However, depending on the disposal facility, the volume of the material would not be reduced. Alternative 3 requires covering the contaminated soil. Although the volume of the contaminated soil is not reduced, the overwhelming majority of contamination at the site would be reduced in its mobility. However, the sites soils will contain residual contamination, entailing restrictions on the use of the property and long-term maintenance of the capped area. Only Alternative 4 will permanently reduce the toxicity, mobility and volume of contaminants in groundwater by use of chemical treatment.

5. Short-term Impacts and Effectiveness. The potential short-term adverse impacts of the remedial action upon the community, the workers, and the environment during the construction and/or implementation are evaluated. The length of time needed to achieve the remedial objectives is also estimated and compared against the other alternatives.

Alternatives 2 through 4 all have short-term impacts to the community, the workers, and the environment which could easily be controlled, however, Alternative 3 would have the smallest impact. The time needed to achieve the remediation goals is the shortest for Alternative 3 and longer for Alternative 2. Alternative 4 takes the longest to achieve the remediation goals.

6. Implementability. The technical and administrative feasibility of implementing each alternative are evaluated. Technical feasibility includes the difficulties associated with the construction of the remedy and the ability to monitor its effectiveness. For administrative feasibility, the availability of the necessary personnel and materials is evaluated along with potential difficulties in obtaining specific operating approvals, access for construction, institutional controls, and so forth.

Alternatives 3, and 4 are favorable in that they are readily implementable, relying on proven technologies. Alternative 2 is also implementable, but the volume of soil excavated under this alternative would necessitate increased truck traffic on local roads for up to several months.

7. Cost-Effectiveness. Capital costs and annual operation, maintenance, and monitoring costs are estimated for each alternative and compared on a present worth basis. Although cost-effectiveness is the last balancing criterion evaluated, where two or more alternatives have met the requirements of the other criteria, it can be used as the basis for the final decision.

The costs of the alternatives vary significantly. Alternative 3 has the lowest cost, but the contaminated groundwater would not be addressed other than by institutional controls. With its large volume of soil to be handled, Alternative 2 (excavation and off-site disposal) would have the highest present work cost. Covering and ISCO injections (Alternative 4) would be much less expensive than Alternative 2, yet it would provide equal protection of the groundwater resource. The capital cost for Alternative 4 will be higher than that of Alternative 3. The long-term maintenance cost of the capped areas with Alternatives 4 and 5 would be similar.

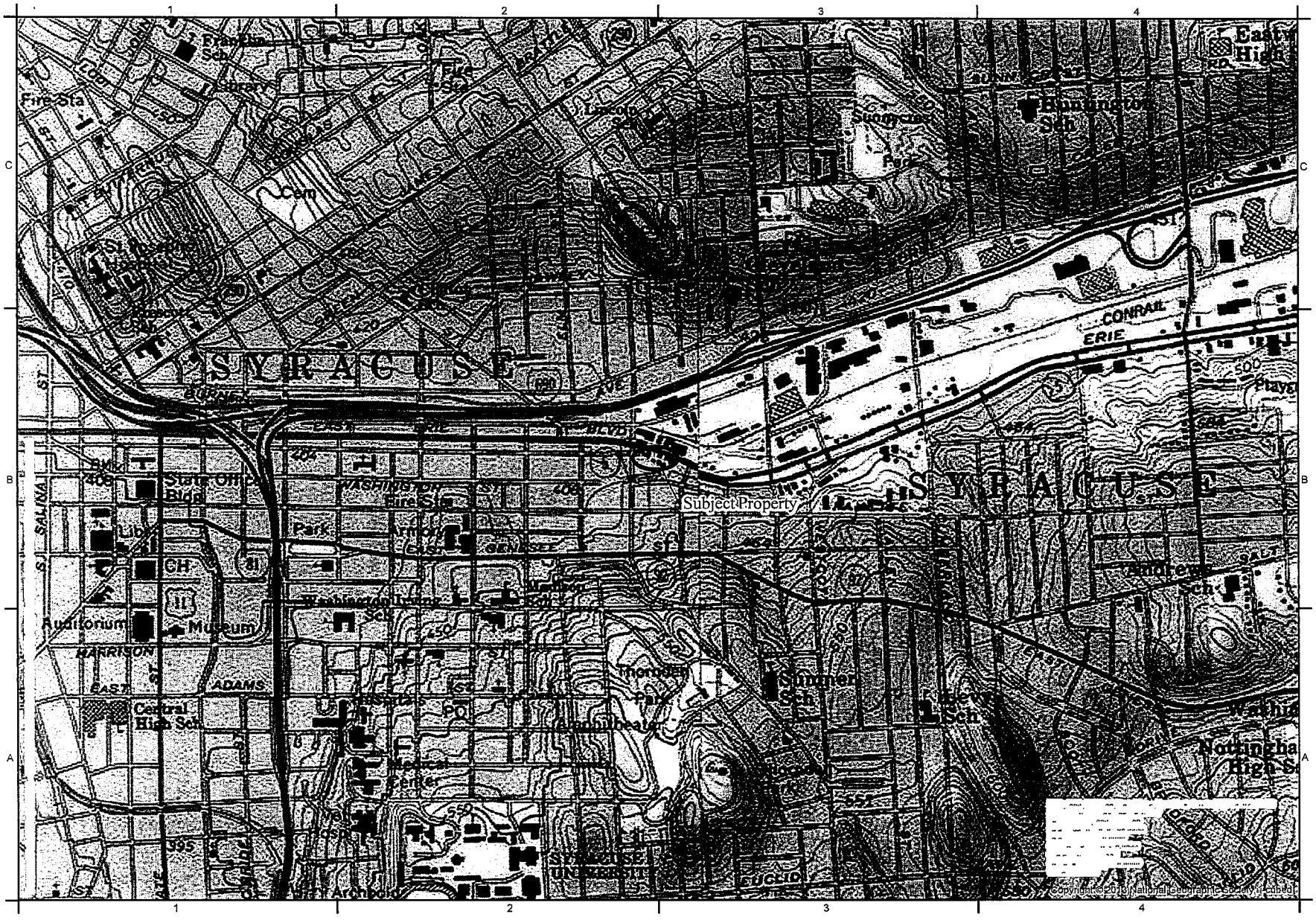
8. Land Use. When cleanup to pre-disposal conditions is determined to be infeasible, the Department may consider the current, intended, and reasonable anticipated future land use of the site and its surroundings in the selection of the soil remedy.

The anticipated use of the site is commercial, and Alternatives 2, 3 and 4 are all compatible with that use. The remaining contamination with Alternatives 3 and 4 would be controllable with implementation of a Site Management Plan. With Alternative 2, removing all of the contaminated soil from the site, restrictions on the site use would not be necessary.

The final criterion, Community Acceptance, is considered a "modifying criterion" and is taken into account after evaluating those above. It is evaluated after public comments on the Proposed Remedial Action Plan have been received.

9. Community Acceptance. Concerns of the community regarding the investigation, the evaluation of alternatives, and the PRAP were evaluated. No concerns with the proposed remedy were raised.

Alternative 4 is being selected because, as described above, it satisfies the threshold criteria and provides the best balance of the balancing criterion.



C&S COMPANIES®

C&S Engineers, Inc.

Syracuse

0

0 1,000 Feet

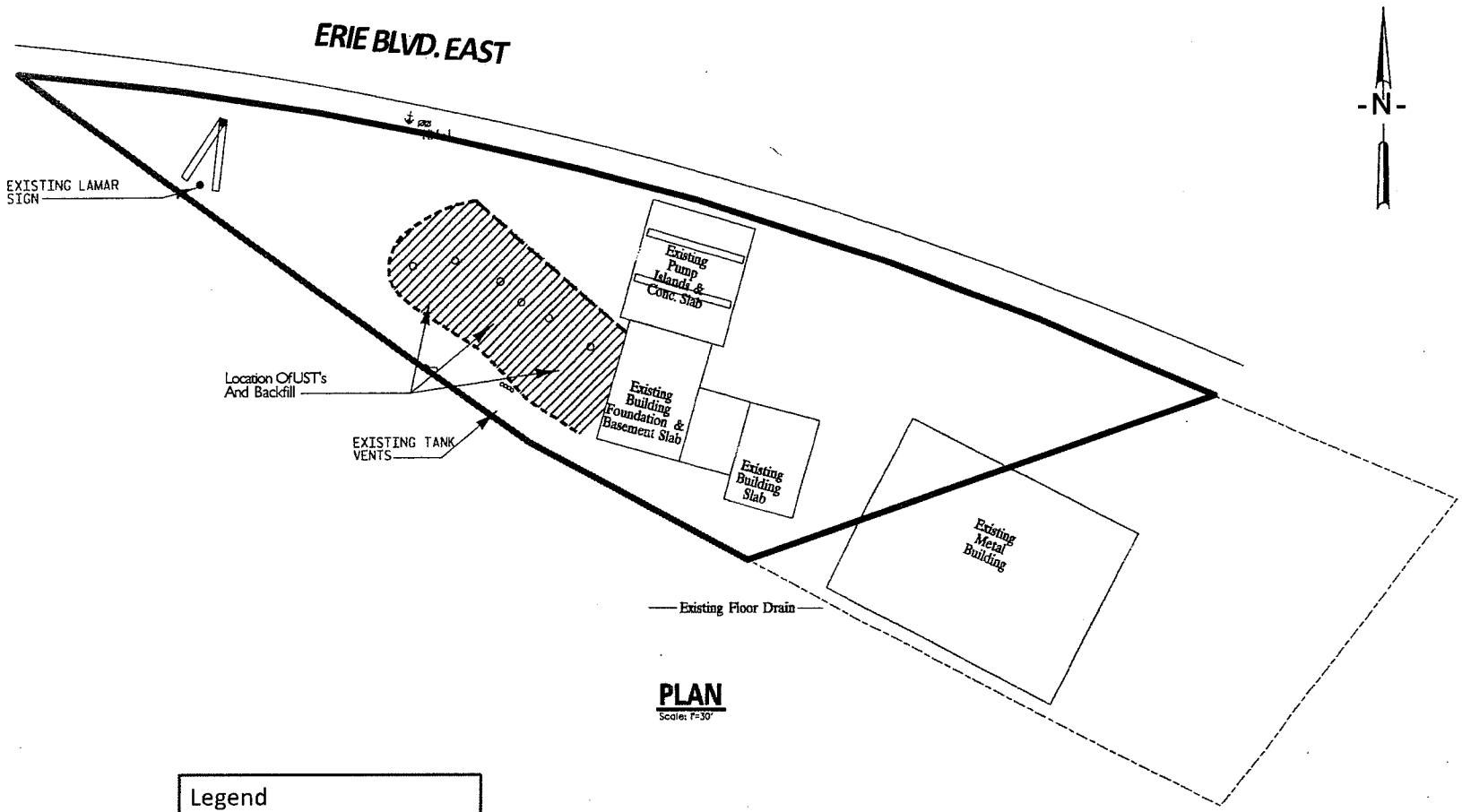
1 inch = 1,000 feet

Zip Zip Minimarket ERP Site
NYSDEC Site No. B00075
City of Syracuse, Onondaga County, New York

PROJECT NO:	119.412.008
DATE:	March 2015
SCALE:	AS SHOWN
DRAWN BY:	JTB
DESIGNED BY:	MLW
CHECKED BY:	MLW

SITE LOCATION

Figure 1



PLAN
Scale: 1"=30'

Legend

Site Boundary

30' 30 0 30 60 FT.

CITY OF SYRACUSE — NEW YORK

ZIP-ZIP MINI MART
ERIE BLVD. EAST
BROWNFIELDS
SITE PLAN

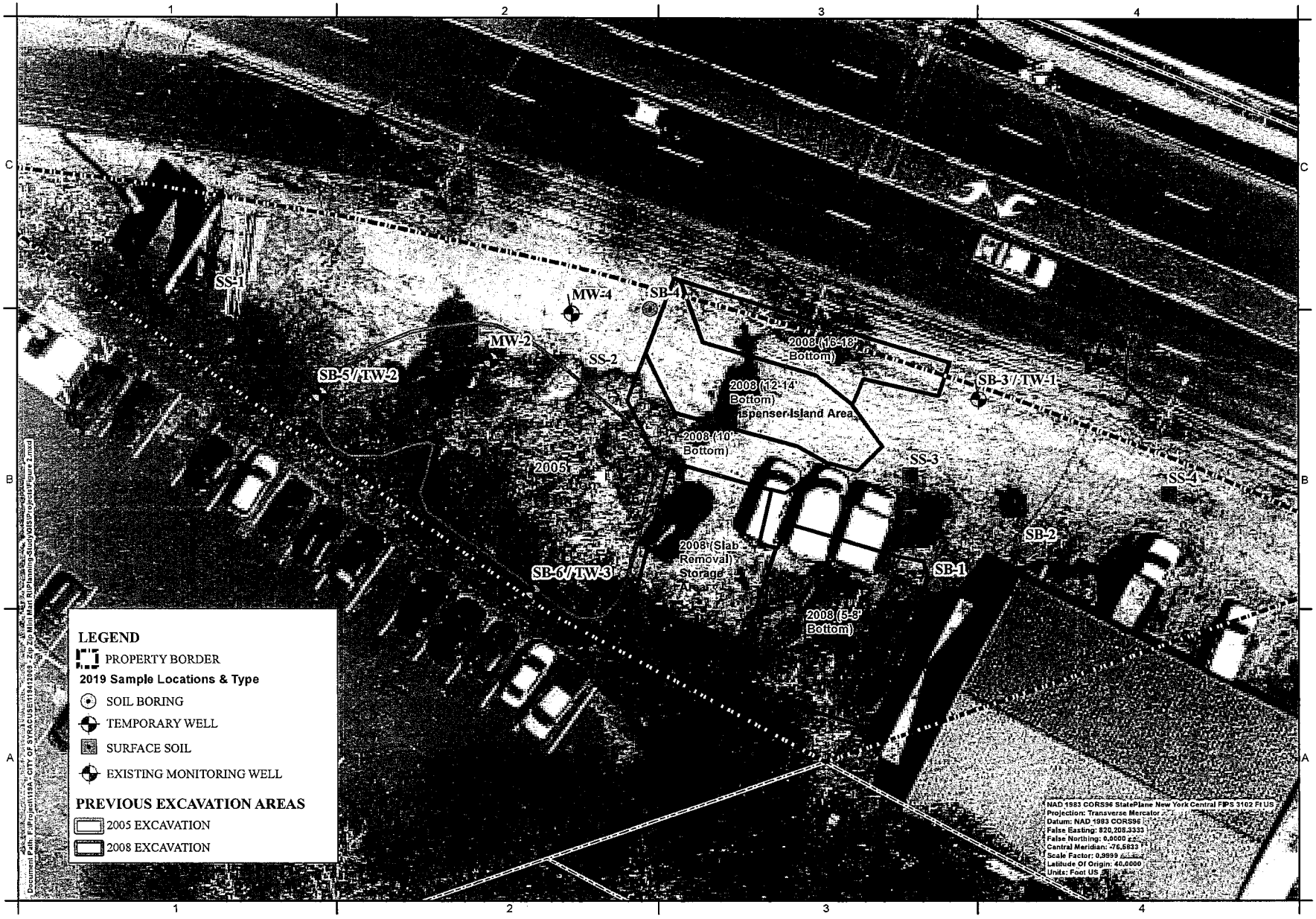
C&S Engineers, Inc.

DATE: FEBRUARY 2000
SCALE: AS SHOWN
FILE NO. 15.332.002

2

"PENWME"

"SYTIME"



C&S COMPANIES
C&S Engineers, Inc.

Syracuse

N

0 20 Feet
1 inch = 20 feet

Zip Zip Minimarket ERP Site
NYSDEC Site No. B00075
City of Syracuse, Onondaga County, New York

PROJECT NO:	119.412.009
DATE:	April 2019
SCALE:	AS SHOWN
DRAWN BY:	JTB
DESIGNED BY:	MJW
CHECKED BY:	MJW

SITE MAP

Figure 3

C&S COMPANIES

C&S Engineers, Inc.

N

0 20 Feet

1 inch = 20 feet

Zip Zip Minimarket ERP Site
NYSDEC Site No. B00075
City of Syracuse, Onondaga County, New York

PROJECT NO:	119.412.009
DATE:	March 2019
SCALE	AS SHOWN
DRAWN BY:	JTB
DESIGNED BY:	MLW
CHECKED BY:	MLW

GROUNDWATER SAMPLING LOCATIONS

Figure 4

APPENDIX A

Responsiveness Summary

RESPONSIVENESS SUMMARY

Zip Zip Mini Market Site

Environmental Restoration Program

Syracuse, Onondaga County, New York

Site No. B00075

The Proposed Remedial Action Plan (PRAP) for the Zip Zip Mini Market Site was prepared by the New York State Department of Environmental Conservation (the Department) in consultation with the New York State Department of Health (NYSDOH) and was issued to the document repositories on February 12, 2020. The PRAP outlined the proposed remedial action measures for the Zip Zip Mini Market site.

The release of the PRAP was announced by sending a notice to the public contact list, informing the public of the opportunity to comment on the proposed remedy.

A public meeting was held on March 12, 2020, which included a presentation of the remedial investigation (RI) for the Zip Zip Mini Market site as well as a discussion of the proposed remedy. The meeting provided an opportunity for citizens to discuss their concerns, ask questions and comment on the proposed remedy. These comments have become part of the Administrative Record for this site. The public comment period for the PRAP ended on March 28, 2020.

This responsiveness summary responds to all questions and comments raised during the public comment period. No comments were received during the public comment period.

APPENDIX B

Administrative Record

Administrative Record

Zip Zip Mini Market Site

Environmental Restoration Program

Syracuse, Onondaga County, New York

Site No. B00075

1. *Proposed Remedial Action Plan for Zip Zip Mini Market site,* dated February 2020, prepared by the Department

2. *Soil and Source Removal Interim Remedial Measures Report*, dated March 2008, prepared by C&S Companies, Inc.

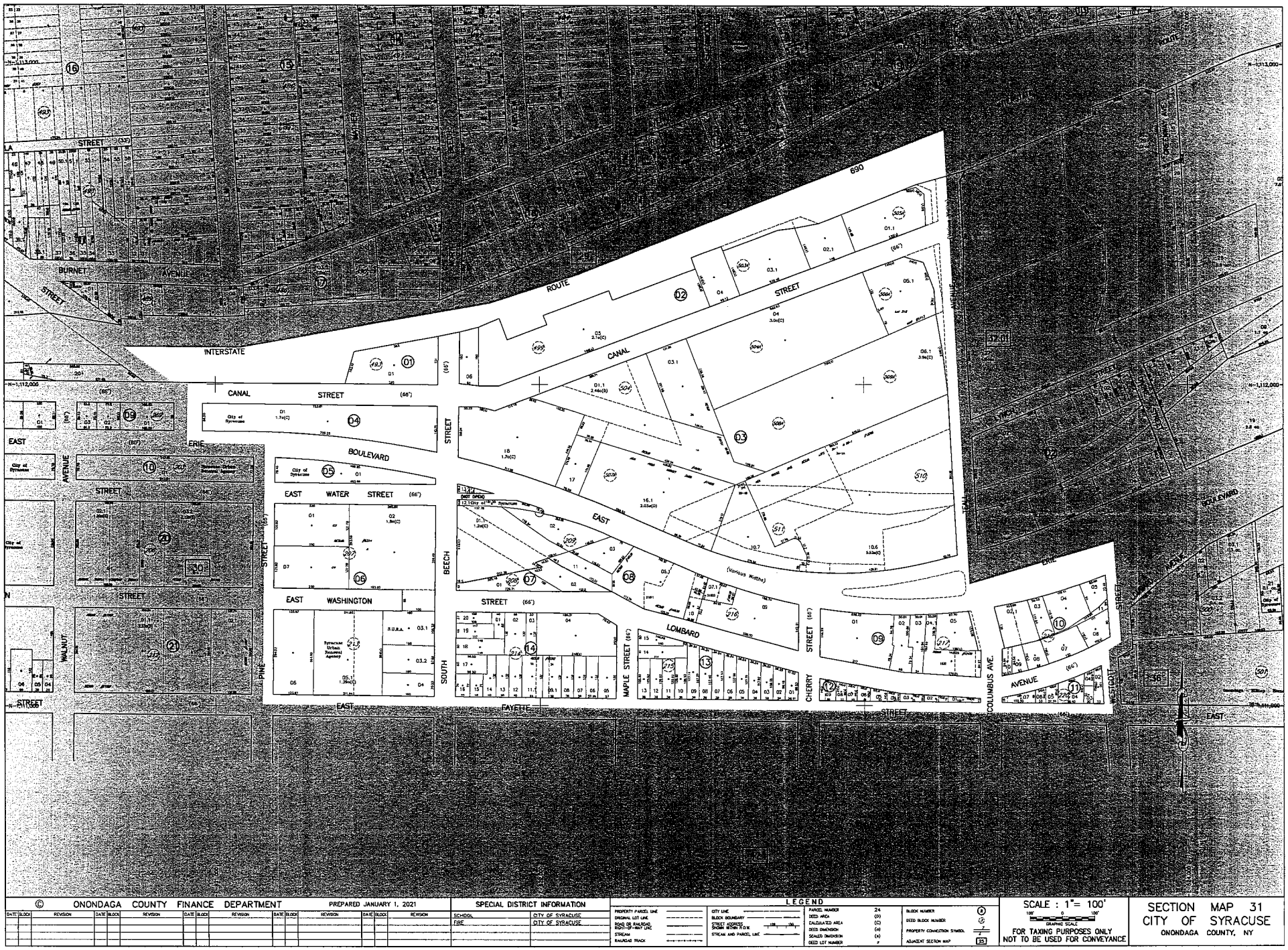
3. *UST and Residual Soil Removal Interim Remedial Measures Report*, dated May 2006, prepared by C&S Companies, Inc.

4. *Supplemental Remedial Investigation Report*, dated April 2019, prepared by C&S Companies, Inc.

5. *Remedial Investigation Report*, dated July 2000, prepared by C&S Companies, Inc.

Exhibit B
Legal Description of Site

ALL THAT TRACT OR PARCEL OF LAND, situate in the 16 ward of the City of Syracuse, County of Onondaga, State of New York being Lot Rear 2 & 3 & 4 & 5, Block Rear 29, Tract Canal Lands at 1410 E. Erie Blvd., approximately 352.05 x 140.25 Vacant Lot, assessed to Zip Zip Mini Market, Property number 162000600, designated as Section 031 Block 08 Lot 02.0 (031-08-02.0) of the Official Tax Map of the City of Syracuse.



PREPARED JANUARY 1, 2021

DATE	BLOCK	REVISION	DATE	BLOCK	REVISION	DATE	BLOCK	REVISION	DATE	BLOCK	REVISION	DATE	BLOCK	REVISION

SPECIAL DISTRICT INFORMATION	
SCHOOL	CITY OF SYRACUSE
FIRE	CITY OF SYRACUSE

LEGEND

PROPERTY PARCEL LINE		CITY LINE		PARCEL NUMBER	24
ORIGINAL LOT LINE		BLOCK BOUNDARY		DEED AREA	(D)
ROAD OR RAILROAD RIGHT-OF-WAY LINE		STREET ADDRESS SHOWN WITHIN B.O.W.	128 130	CALCULATED AREA	(C)
STREAM		STREAM AND PARCEL LINE		DEED DIMENSION	(d)
RAILROAD TRACK				SCALED DIMENSION	(s)
				DEED LOT NUMBER	#

BLOCK NUMBER	(B)
DEED BLOCK NUMBER	(B)
PROPERTY CONNECTION SYMBOL	
ADJACENT SECTION MAP	25

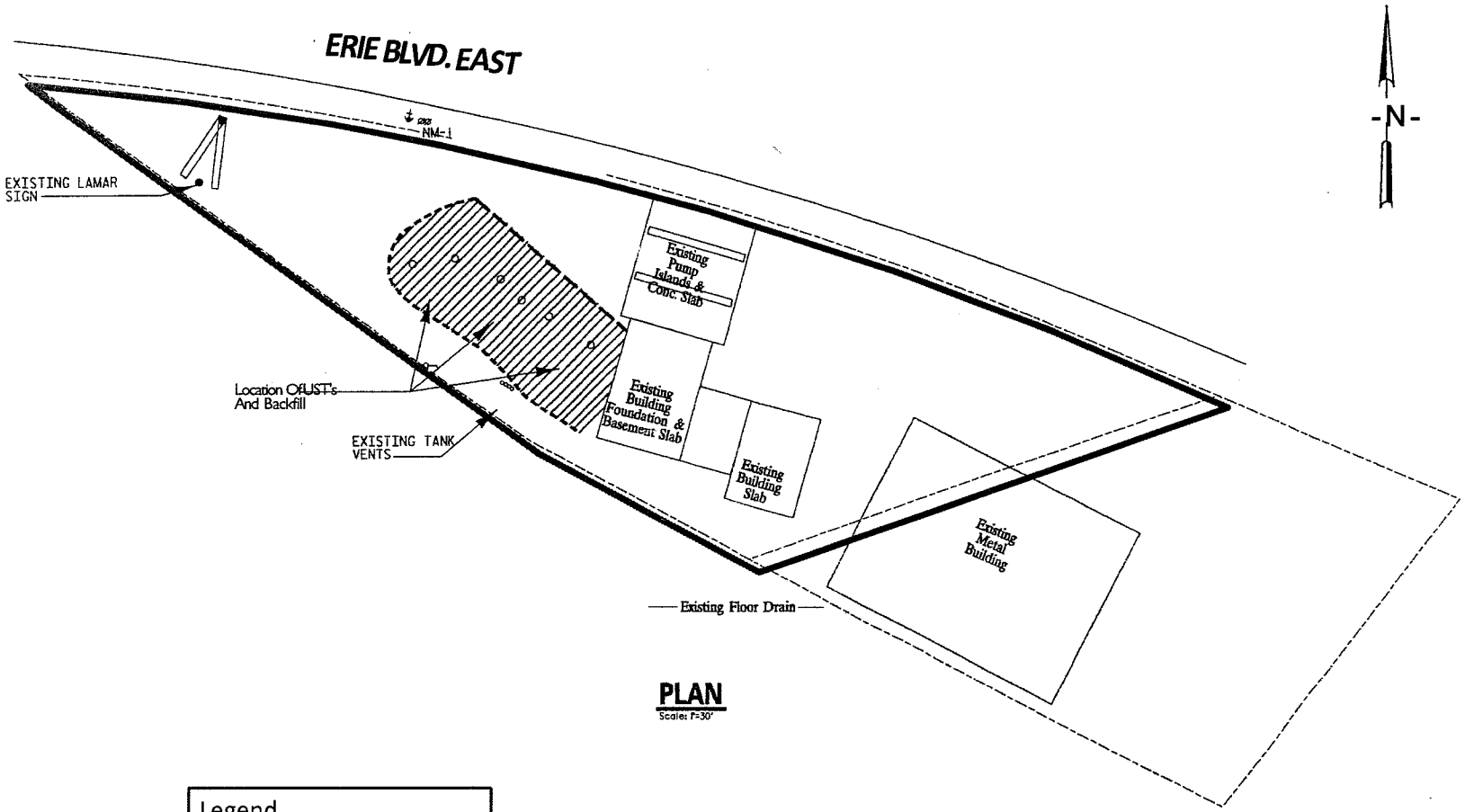
SCALE : 1"= 100'

100' 0 100'

GRAPHIC SCALE

FOR TAXING PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

SECTION MAP 31
CITY OF SYRACUSE
ONONDAGA COUNTY, NY



PLAN
Scale: 1"=30'

Legend

Site Boundary

30 0 30 60 FT.
30'

CITY OF SYRACUSE

ZIP-ZIP MINI MART
ERIE BLVD. EAST
BROWNFIELDS

NEW YORK

SITE PLAN

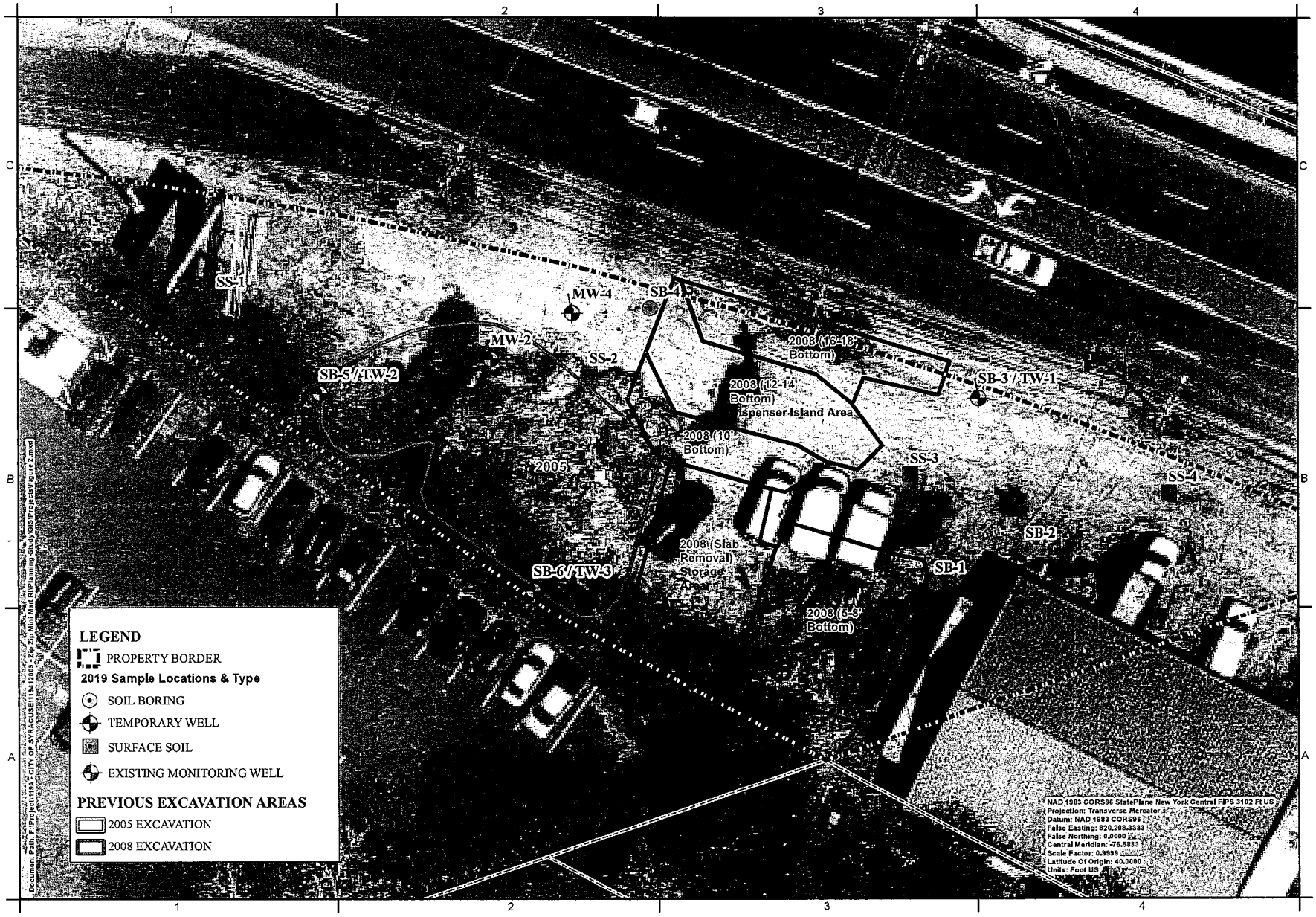
C&S Engineers, Inc.

DATE: FEBRUARY 2000
SCALE: AS SHOWN
FILE NO. 115.332.002

2

REFNAME

SYTIME



C&S COMPANIES

C&S Engineers, Inc.

Syracuse

N

0 20 Feet

1 inch = 20 feet

Zip Zip Minimarket ERP Site
NYSDEC Site No. B00075
City of Syracuse, Onondaga County, New York

PROJECT NO:	118.412.009
DATE:	April 2019
SCALE:	AS SHOWN
DRAWN BY:	JTB
DESIGNED BY:	MLW
CHECKED BY:	MLW

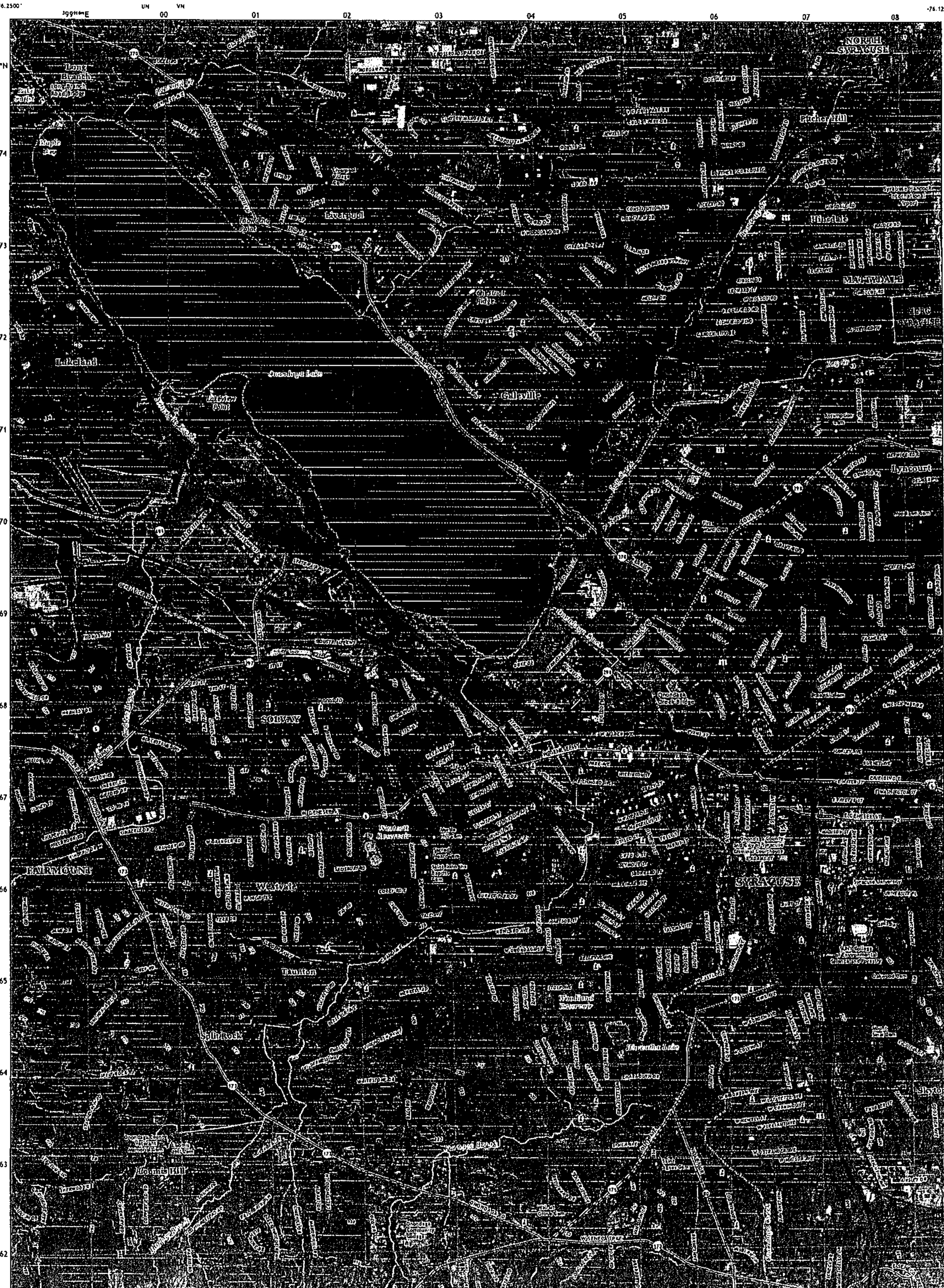
SITE MAP

Figure 3

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map
US Topo

SYRACUSE WEST QUADRANGLE
NEW YORK - ONONDAGA COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery............NAIP, August 2017 - December 2017
Roads............U.S. Census Bureau, 2016
Names............GNIS, 1980 - 2019
Hydrography............National Hydrography Dataset, 1899 - 2019
Contours............National Elevation Dataset, 1998 - 2018
Boundaries............Multiple sources; see metadata file 2017 - 2018
Wetlands............FWS National Wetlands Inventory 1978 - 1986

UTM GRID AND 2019 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

SCALE 1:24 000

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18

QUADRANGLE LOCATION

ADJOINING QUADRANGLES
1 Baldwinsville
2 Brewerton
3 Cicero
4 Camillus
5 Syracuse East
6 Marcellus
7 South Onondaga
8 Jamesville

ROAD CLASSIFICATION
Expressway — Local Connector
Secondary Hwy — Local Road
Ramp — 4WD
Interstate Route — US Route — State Route

SYRACUSE WEST, NY
2019

Exhibit C
Municipal Resolution

City of Syracuse

CITY CLERK'S OFFICE

I, JOHN P. COPANAS, City Clerk of the City of Syracuse, New York do hereby certify that the attached is a true copy of an ORDINANCE:

Adopted by the Common Council on October 25, 2021

Signed by the Mayor on October 28, 2021

City Clerk

TO:

Mayor
Assessment Commissioner
Aviation Commissioner
Board of Elections
Bureau of Accounts
Citizen Review Board
City Auditor
City School District
Code Enforcement
Neighborhood and Business Development
Finance Commissioner
Corporation Counsel
United States Congressperson
Governor of New York State
New York State Senate
New York State Assembly
New York State Senator
Onondaga County Legislature
Management & Budget Director
Parks & Recreation Commissioner
Personnel & Labor Relations Dir.
Police Chief
Public Works Commissioner
Public Works/Bookkeeper
Purchase Department
Real Estate Division
Research Director
Water Department
Zoning Administration
United States Senator
Department of Engineering
Finance/Treasury
Finance (Water Bureau)
Fire Chief
Grants Management Director
Board of Education

10

Ordinance No. 646 2021

ORDINANCE AUTHORIZING MAYOR TO SUBMIT AN APPLICATION TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) UNDER THE ENVIRONMENTAL RESTORATION PROGRAM (ERP) FOR A GRANT NOT TO EXCEED $650,000 TO BE USED TO COMPLETE ERP REMEDIATION PROJECTS AT THE "ZIP-ZIP" BROWNFIELD SITE AT 1410 ERIE BOULEVARD EAST, AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY

WHEREAS, a Record of Decision (ROD) for the "Zip-Zip" Brownfield Site at 1410 Erie Boulevard East was approved by the New York State Department of Environmental Conservation (NYSDEC) in March 2020; and

WHEREAS, funding is currently available from the NYSDEC 2021 Environmental Restoration Program (ERP) to complete ERP remediation projects for sites with an approved ROD; and

WHEREAS, the City would like to apply for a NYSDEC 2021 Environmental Restoration Program Grant to remediate the "Zip-Zip" Brownfield Site at 1410 Erie Boulevard East. The Project will be led by New York State and the work will clean up the currently vacant site so it can be productive use;

NOW, THEREFORE, the Mayor be and he hereby is authorized to submit an application to the NYSDEC under the Environmental Restoration Program for a grant in an amount not to exceed $650,000; if awarded said funds will be used to complete ERP Remediation Projects at the "Zip-Zip" Brownfield Site at 1410 Erie Boulevard East as described above; there is a 10% local match

for on-site remedial costs and 50% of demolition and/or asbestos removal. The City does not anticipate any demolition or asbestos removal, therefore the local match shall not to exceed $65,000; the cost of the local match will be charged to the proceeds of the sale of bonds in the amount of $65,000.00 authorized contemporaneously herewith by ordinance of the Common Council; and

BE IT FURTHER ORDAINED, that upon receipt of said grant, the Mayor be and he hereby is authorized to execute a contract or written instruments as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said application authorized herein, the Commissioner of Finance is authorized and directed to deposit the same in an appropriate account to be determined by him.