



Department of  
Environmental  
Conservation

## BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☐ Yes ☒ No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

☐ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

☐ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

**\*Please refer to the attached instructions for guidance on filling out this application\***

**Section I. Existing Agreement Information**

BCP SITE NAME: South Salina Street Parcels

BCP SITE NUMBER: C734140

NAME OF CURRENT APPLICANT(S): Syracuse Industrial Development Agency

INDEX NUMBER OF EXISTING AGREEMENT: C73414-11-18 DATE OF EXISTING AGREEMENT: 12/31/18

**Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)**

NAME Salina 1st LLC

ADDRESS 321 Taylor Street

CITY/TOWN Syracuse

ZIP CODE 13202

PHONE (202) 423-6839

FAX N/A

E-MAIL gail@taurusdev.com

Is the requestor authorized to conduct business in New York State (NYS)? ☒ Yes ☐ No

- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

NAME OF NEW REQUESTOR'S REPRESENTATIVE Gail Montplaisir

ADDRESS 1341 H Street, Suite 301

CITY/TOWN Washington, DC

ZIP CODE 20002

PHONE (202) 423-6839

FAX N/A

E-MAIL gail@taurusdev.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) C&amp;S Engineers, Inc.

ADDRESS 499 Col. Eileen Collins Blvd.

CITY/TOWN Syracuse

ZIP CODE 13212

PHONE (315) 455-2000

FAX (315) 455-9667

E-MAIL mawalker@cscos.com

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Robert Tyson

ADDRESS c/o Bond, Schoeneck &amp; King, PLLC, One Lincoln Center

CITY/TOWN Syracuse

ZIP CODE 13202

PHONE (315) 218-8221

FAX (315) 218-8100

E-MAIL rtyson@bsk.com

Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? ☒ Yes ☐ No

Describe Requestor's Relationship to Existing Applicant:

Requestor is a prospective purchaser of the Brownfield Cleanup Program Site.

**Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)**

OWNER'S NAME (if different from requestor) Syracuse Industrial Development Agency

ADDRESS City Hall Commons, 201 East Washington Street, 7th Floor

CITY/TOWN Syracuse

ZIP CODE 13202

PHONE (315) 448-8005

FAX (315) 448-8036

E-MAIL HSpillane@syrgov.net

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☒ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☒ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☒ No  
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☒ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☒ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☒ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☒ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☒ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☒ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☒ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☒ No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

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

☐ Prior Owner  
 ☐ Current Owner  
 ☒ Potential /Future Purchaser  
 ☐ Other \_\_\_\_\_

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?  
 ☒ Yes  
 ☐ No

**Note: a purchase contract does not suffice as proof of access.**

**Section V. Property description and description of changes/additions/reductions (if applicable)**

ADDRESS 1081 South Salina Street

CITY/TOWN Syracuse

ZIP CODE 13202

TAX BLOCK AND LOT (TBL) (in existing agreement )

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
Parcels are pending new tax map designation					
See attached list.					

Check appropriate boxes below:

- ☐ Changes to metes and bounds description or TBL correction
- ☐ Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: \_\_\_\_\_

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

- ☐ Reduction of property

Approximate acreage removed: \_\_\_\_\_

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

**Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.**

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: South Salina Street Parcels	BCP SITE NUMBER: C734140
NAME OF CURRENT APPLICANT(S): Syracuse Industrial Development Agency	
INDEX NUMBER OF EXISTING AGREEMENT: C734140-11-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: December 31, 2018	

### Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

### Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am (title President of Taurus Enterprise Group, Inc., the Managing Member) of (entity Salina 1st, LLC); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. my signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 2/19/19 Signature: \_\_\_\_\_

Print Name: Gail Montplaisir

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Executive Director (title) of Syracuse Industrial Development Agency (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Honora Spillane's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 2/28/2019 Signature: 

Print Name: Honora Spillane

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 12/31/18

Signature by the Department:

DATED: 3/21/19

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:



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



**SUBMITTAL INFORMATION:**

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:

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

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**FOR DEPARTMENT USE ONLY**

BCP SITE T&A CODE: \_\_\_\_\_ LEAD OFFICE: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

Brownfield Cleanup Program (BCP)  
Application to Amend Brownfield Cleanup Agreement and Amendment

Part I, Section V. Property description and description of changes/additions/reductions (if applicable)

The following parcels are pending a new tax map designation:

094.-19-13.0  
094.-19-14.0  
094.-19-15.0  
094.-19-16.0  
094.-19-17.0  
094.-19-18.0  
094.-19-05.0  
094.-19-06.0  
094.-19-07.0  
094.-19-08.0

Street Number:       1101-1029 South Salina Street; and  
                          1016-1030 Montgomery Street

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through January 25, 2019.

---

Selected Entity Name: SALINA 1ST, LLC

Selected Entity Status Information

**Current Entity Name:** SALINA 1ST, LLC

**DOS ID #:** 5217991

**Initial DOS Filing Date:** OCTOBER 16, 2017

**County:** ONONDAGA

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

SALINA 1ST, LLC  
731 JAMES STREET  
SUITE 223A  
SYRACUSE, NEW YORK, 13203

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by  
viewing the certificate.

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
OCT 16, 2017	Actual	SALINA 1ST, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through February 28, 2019.

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Selected Entity Name: SALINA 1ST, LLC

Selected Entity Status Information

**Current Entity Name:** SALINA 1ST, LLC

**DOS ID #:** 5217991

**Initial DOS Filing Date:** OCTOBER 16, 2017

**County:** ONONDAGA

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

SALINA 1ST, LLC  
731 JAMES STREET  
SUITE 223A  
SYRACUSE, NEW YORK, 13203

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by  
viewing the certificate.

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
OCT 16, 2017	Actual	SALINA 1ST, LLC

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**SALINA 1<sup>ST</sup>, LLC**

**Written Consent of Managing Member**

WHEREAS, Salina 1<sup>st</sup>, LLC ("Salina 1<sup>st</sup>") intends to enter into a Brownfield Cleanup Agreement (the "BCA") with the New York State Department of Environmental Conservation relating to the environmental remediation at certain real property currently owned by Syracuse Industrial Development Agency located at 1081 South Salina Street in the City of Syracuse, Onondaga County, New York; and

WHEREAS, pursuant to the Salina 1<sup>st</sup> Operating Agreement, management of Salina 1<sup>st</sup> is vested in its Managing Member, Taurus Enterprise Group, Inc. ("Taurus"); and

WHEREAS, Taurus now desires to authorize Salina 1<sup>st</sup> to execute and deliver the BCA and to perform its obligations thereunder.

NOW, THEREFORE, the undersigned Managing Member of Salina 1<sup>st</sup> consents and agrees as follows:

1. Salina 1<sup>st</sup> is hereby authorized to execute, deliver and perform all of its obligations under the BCA.

2. Gail Montplaisir, in her capacity as President of Taurus (the Managing Member of Salina 1<sup>st</sup>), is hereby authorized, in the name and on behalf of Salina 1<sup>st</sup>, to negotiate, execute, deliver and approve the BCA and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of Salina 1<sup>st</sup>, as are necessary or appropriate to cause Salina 1<sup>st</sup> to perform its obligations under the BCA.

3. The Managing Member of Salina 1<sup>st</sup> hereby affirms all prior action taken by Salina 1<sup>st</sup> with respect to the BCA.

IN WITNESS WHEREOF, the undersigned Managing Member of Salina 1<sup>st</sup>, LLC has executed this written consent to be effective as of the 30<sup>th</sup> day of January, 2019.

TAURUS ENTERPRISE GROUP, INC.



By: \_\_\_\_\_  
Name: Gail Montplaisir  
Title: President

## ACCESS AGREEMENT

This Access Agreement ("Agreement") made and entered into on this 28<sup>th</sup> day of February, 2019 (the "Effective Date"), by and between SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY with offices at City Hall Commons, 201 East Washington Street, 6<sup>th</sup> Floor, Syracuse, New York 1320 ("SIDA") and SALINA 1<sup>ST</sup>, LLC with offices at c/o Taurus Enterprise Group, Inc., 1341 H Street, NE, Washington, DC 20002 ("Salina 1<sup>st</sup>").

## RECITALS

WHEREAS, SIDA is the current owner of the following described real property: 1081 South Salina Street to Montgomery Street, all in the City of Syracuse, County of Onondaga and State of New York (the "Property");

WHEREAS, SIDA and the New York State Department of Environmental Conservation ("NYSDEC") executed a Brownfield Cleanup Agreement ("BCA") under the Brownfield Cleanup Program ("BCP") relating to the Property;

WHEREAS, SIDA and Salina 1<sup>st</sup> are parties to a Purchase and Sale Agreement (the "PSA") under which SIDA has agreed to sell and Salina 1<sup>st</sup> has agreed to purchase the Property;

WHEREAS, Salina 1<sup>st</sup> has submitted a BCP Application to Amend BCA ("Application") to NYSDEC that seeks to add Salina 1<sup>st</sup> as a party to the BCA;

WHEREAS, Salina 1<sup>st</sup> must demonstrate proof of site access to the Property sufficient to complete the remediation required pursuant to a Brownfield Cleanup Agreement ("BCA") which will be entered into by Salina 1<sup>st</sup> and NYSDEC should the Application be approved; and

WHEREAS, the purpose of this Agreement is to grant such access to Salina 1<sup>st</sup> for the entire term of the BCA or until such time that the Property is transferred to Salina 1<sup>st</sup> pursuant to the PSA, in order for Salina 1<sup>st</sup> to conduct all investigation and/or remediation of the Property, and to submit such reports and other documents as may be required by the NYSDEC pursuant to the BCA (collectively, the "Work");

WHEREAS, SIDA desires to grant to Salina 1<sup>st</sup>, its employees, agents and contractors, access to and use of the Property pursuant to the terms of this Agreement to perform the Work.

Now therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, SIDA and Salina 1<sup>st</sup> agree as follows:

## TERMS AND CONDITIONS

1. Access. SIDA grants to Salina 1<sup>st</sup>, its employees, agents, and contractors, a nonexclusive license for access to the Property and use of the Property as reasonably required to perform the Work.



2. Compliance with Laws. In undertaking access to and use of the Property and performing the Work, Salina 1<sup>st</sup> and its employees, agents and contractors shall comply with all applicable federal, State and local laws, rules and regulations.

3. Effective. This Agreement shall become effective immediately upon execution by both SIDA and Salina 1<sup>st</sup> and shall be in effect until the completion of the Work, until the termination of the PSA, or until Salina 1<sup>st</sup> acquires the Property, whichever occurs earlier.

4. Governing Law. This Agreement and the legal relations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

5. Full Agreement. This Agreement constitutes the full agreement and understanding of the parties hereto and any modification or amendment of any provision of this Agreement must be in writing, signed by both Salina 1<sup>st</sup> and SIDA and dated subsequent to the date hereof.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the Effective Date.

**SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Honora Spillane  
Title: Executive Director

**SALINA 1<sup>ST</sup>, LLC, a New York  
Limited Liability Company**

By: Taurus Enterprise Group, Inc.,  
its Managing Member

By:   
Name: Gail Montplaisir  
Title: President

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

On the 28<sup>th</sup> day of February in the year 2019 before me personally appeared Honora Spillane, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, being duly sworn by me did depose and say that she executed the foregoing Agreement and that she is authorized to sign her name thereto on behalf of the Syracuse Industrial Development Agency.

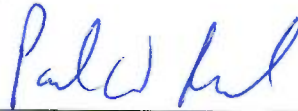


Notary Public

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

LORI L. McROBBIE  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 01MC5055591  
Commission Expires on Feb. 12, 2022

On the 19<sup>th</sup> day of February in the year 2019 before me personally appeared Gail Montplaisir, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, being duly sworn by me did depose and say that she executed the foregoing Agreement and that she is authorized to sign her name thereto on behalf of Salina 1<sup>st</sup>, LLC.



Notary Public

PAUL W. REICHEL  
Notary Public, State of New York  
Qualified in Onon. Co., No. 02RE5036410  
Commission Expires November 28, 2022