



January 28, 2021

Site Control Section
Attn: Leon Zinoman
New York State Department of Environmental Conservation
Bureau of Technical Support
625 Broadway, 11th Floor
Albany, New York 12233-7020

RE: Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment
Applicant: Ranalli/Taylor St., LLC
Site Name: Former Coyne Textile
Index No., C734144-05-17
Location of Site: 140 Cortland Avenue, Onondaga County, Syracuse, New York 13202

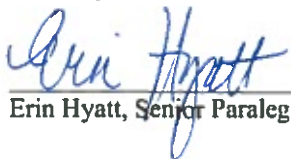
Dear Mr. Zinoman,

Enclosed is one (1) original hard copy and thumb drive PDF fully executed Brownfield Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment. The Applicant Ranalli/Taylor St., LLC desires to amend the Brownfield Cleanup Agreement for the former Coyne Textile site to add seven entities as additional volunteer applicants under the Brownfield Cleanup Agreement dated October 2, 2017.

The seven entities are owned by the Applicant Ranalli/Taylor St. LLC. None of the seven entities owned, operated or existed during the time that there were contaminant releases on or at the property.

If you need any additional information or have any questions, please contact me at 315.431.7190 or email ehyatt@jmawireless.com.

Sincerely,


Erin Hyatt, Senior Paralegal

cc: Dean Sommer, Esq., (email dsommer@youngsommer.com)

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

Applicant: Ranalli/Taylor St., LLC

Site Name: Former Coyne Textile

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Table Of Contents

Brownfield Cleanup Application

Exhibit A - Amendment Narrative

Exhibit B - Brownfield Cleanup Application dated October 2, 2017

Exhibit C - Entities to Join as Additional Volunteer Applicants

Exhibit D - NYS Department of State Division of Corporation Entity Information

Exhibit E - Consent to Company Action for:

- JMA Tech Properties Holdings LLC
- JMA Tech Properties, LLC
- JMA Tech LLC
- XRN LLC
- JMA Edge Services, LLC
- Prevail NY LLC
- CellH LLC

Exhibit F - Tax Map Parcels: 140 Cortland Avenue, Onondaga County, Syracuse, NY 13202



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

☒ Amendment to modify the existing BCA: [check one or more boxes below]

- ☒ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in Name of applicant(s)

☐ Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? ☐ Yes ☐ No

1b. ☐ Change in ownership ☐ Additional owner (such as a beneficial owner)

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)

2. Required: Please provide a brief narrative on the nature of the amendment:

Please refer to Exhibit A - Amendment Narrative.

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

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves a non-insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I. Current Agreement Information		
BCP SITE NAME: Ranalli/Taylor St., LLC		BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC		
INDEX NUMBER OF AGREEMENT: C734144-05		DATE OF ORIGINAL AGREEMENT: 10/2/17
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME JMA Tech Properties Holdings LLC		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> 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 Dino Peios, Authorized Representative		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) CHA Consulting, Inc.		
ADDRESS 300 South State Street Suite 600		
CITY/TOWN Syracuse		ZIP CODE 13202
PHONE (315) 471-3920	FAX	E-MAIL jtrasher@chacompanies.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Dean S. Sommer, Esq.		
ADDRESS Young/Sommer LLC, 5 Palisades Drive, Suite 300		
CITY/TOWN Albany		ZIP CODE 12205
PHONE 518-438-9907	FAX 518-438-9914	E-MAIL dsommer@youngsommer.com
<p>2. 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>See attached Exhibit A - Amendment Narrative</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) Not Applicable - See attached Exhibit A Amendment

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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:

☐ 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 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.

12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

13. 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.

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Owner below is: ☐ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) Not Applicable - See attached Exhibit A Amendment

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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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
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ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.		
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ADDRESS: 7645 Henry Clay Blvd.		
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PHONE: 315-431-7100	FAX:	E-MAIL: dpeios@jmawireless.com
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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:

☐ 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 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.

12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

13. 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 I. Current Agreement Information		
BCP SITE NAME: Ranalli/Taylor St., LLC		BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC		
INDEX NUMBER OF AGREEMENT: C734144-05		DATE OF ORIGINAL AGREEMENT: 10/2/17
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME JMA EDGE SERVICES, LLC		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> 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 Dino Peios, Authorized Representative		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) CHA Consulting, Inc.		
ADDRESS 300 South State Street Suite 600		
CITY/TOWN Syracuse		ZIP CODE 13202
PHONE (315) 471-3920	FAX	E-MAIL jtrasher@chacompanies.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Dean S. Sommer, Esq.		
ADDRESS Young/Sommer LLC, 5 Palisades Drive, Suite 300		
CITY/TOWN Albany		ZIP CODE 12205
PHONE 518-438-9907	FAX 518-438-9914	E-MAIL dsommer@youngsommer.com
<p>2. 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>See attached Exhibit A - Amendment Narrative</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) Not Applicable - See attached Exhibit A Amendment

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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:

☐ 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 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.

12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

13. 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 I. Current Agreement Information		
BCP SITE NAME: Ranalli/Taylor St., LLC		BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC		
INDEX NUMBER OF AGREEMENT: C734144-05		DATE OF ORIGINAL AGREEMENT: 10/2/17
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME PREVAIL NY LLC		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Dino Peios, Authorized Representative		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) CHA Consulting, Inc.		
ADDRESS 300 South State Street Suite 600		
CITY/TOWN Syracuse		ZIP CODE 13202
PHONE (315) 471-3920	FAX	E-MAIL jtrasher@chacompanies.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Dean S. Sommer, Esq.		
ADDRESS Young/Sommer LLC, 5 Palisades Drive, Suite 300		
CITY/TOWN Albany		ZIP CODE 12205
PHONE 518-438-9907	FAX 518-438-9914	E-MAIL dsommer@youngsommer.com
2. 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: See attached Exhibit A - Amendment Narrative		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) Not Applicable - See attached Exhibit A Amendment

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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"/> 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.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum. NOTE: By 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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12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

13. 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 I. Current Agreement Information		
BCP SITE NAME: Ranalli/Taylor St., LLC		BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC		
INDEX NUMBER OF AGREEMENT: C734144-05		DATE OF ORIGINAL AGREEMENT: 10/2/17
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME CELLH LLC		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> 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 Dino Peios, Authorized Representative		
ADDRESS 7645 Henry Clay Blvd.		
CITY/TOWN Liverpool		ZIP CODE 13088
PHONE 315-431-7100	FAX	E-MAIL dpeios@jmawireless.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) CHA Consulting, Inc.		
ADDRESS 300 South State Street Suite 600		
CITY/TOWN Syracuse		ZIP CODE 13202
PHONE (315) 471-3920	FAX	E-MAIL jtrasher@chacompanies.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Dean S. Sommer, Esq.		
ADDRESS Young/Sommer LLC, 5 Palisades Drive, Suite 300		
CITY/TOWN Albany		ZIP CODE 12205
PHONE 518-438-9907	FAX 518-438-9914	E-MAIL dsommer@youngsommer.com
<p>2. 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>See attached Exhibit A - Amendment Narrative</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) Not Applicable - See attached Exhibit A Amendment

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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"/> 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.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum. NOTE: By 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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12. Requestor's Relationship to Property (check one):

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13. 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)

1. Property information on current agreement:

ADDRESS 140 Cortland Avenue

CITY/TOWN Syracuse

ZIP CODE 13202

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address	Section No.	Block No.	Lot No.	Acreage
120-154 Cortland St. S, Syracuse	094.	-05	-06.0	543.21 x 140.24
1002-1022 Salina St. S & Cortland Ave, Syracuse	094.	-20	-01.0	150 x 166.95
1024-40 Salina St S & Tallman St, Syracuse	094.	-20	-02.0	253.84 x 193.25

2. Check appropriate boxes below:

☐ Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Acreage
Added by
Parcel

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

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

☐ Change to SBL (e.g. merge, subdivision, address change)

Total acreage to be removed: _____

2c. NEW SBL INFORMATION:

Parcel Address	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.

3. TOTAL REVISED SITE ACREAGE: _____

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
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website 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>From ECL 27-1405(31):</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>	

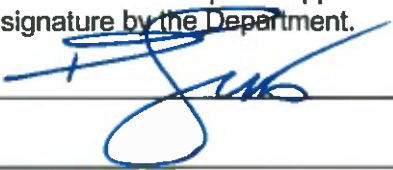
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Ranalli/Taylor St., LLC	BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC	
INDEX NUMBER OF AGREEMENT: C734144-05	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 10/2/17	

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 <u>an Authorized Representative</u>) of (entity <u>JMA TECH PROPERTIES HOLDINGS LLC</u>); 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.
<u>Dino Peios</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: <u>1/20/2021</u> Signature: 
Print Name: <u>Dino Peios</u>


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Ranalli/Taylor St., LLC	BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC	
INDEX NUMBER OF AGREEMENT: C734144-05-17	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 10/2/2017	

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)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
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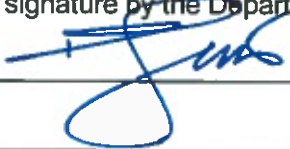
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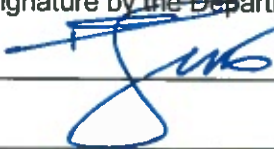
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NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC	
INDEX NUMBER OF AGREEMENT: C734144-05-17	
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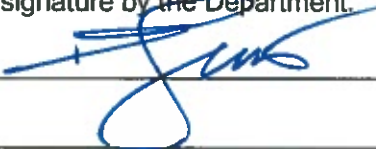
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Declaration of Amendment:

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<p>(Entity)</p> <p>I hereby affirm that I am (title <u>an Authorized Representative</u>) of (entity <u>JMA EDGE SERVICES, LLC</u>); 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.</p> <p><u>Dino Peios</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>1/28/2021</u> Signature: </p> <p>Print Name: <u>Dino Peios</u></p>

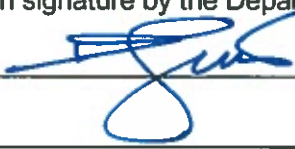
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NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC	
INDEX NUMBER OF AGREEMENT: c734144-05-17	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: October 2, 2017	

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.

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<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>an Authorized Representative</u>) of (entity <u>PREVAIL NY LLC</u>); 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.</p> <p><u>Dino Peios</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>1/28/2021</u> Signature: </p> <p>Print Name: <u>Dino Peios</u></p>

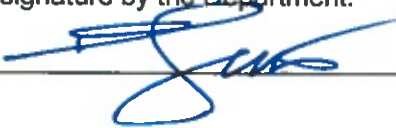
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<p>(Entity)</p> <p>I hereby affirm that I am (title <u>an Authorized Representative</u>) of (entity <u>CELLH LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and 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.</p> <p><u>Dino Peios</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>11/28/2021</u> Signature: </p> <p>Print Name: <u>Dino Peios</u></p>

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 VP Finance (title) of Ranalli/Taylor St., LLC (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. Dino Peios signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/28/2021 Signature: 

Print Name: Dino Peios

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

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: 10/2/17

Signature by the Department:

DATED: 02/25/21

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



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

Site Code: C734144

SUBMITTAL INFORMATION:

- **Two (2) copies, one hard copy with original signatures and one electronic copy in final, non-fillable 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

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement. NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners' names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

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 Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address. Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.

Provide information for the requestor's attorney.

Please provide 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.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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.

If the 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. A purchase contract does not suffice as proof of access.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

This page should only be completed if:

- a. The site is located in the five boroughs comprising New York City

AND

- b. The site does not currently have an eligibility determination for tangible property credits.

PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

Exhibit A

EXHIBIT A

AMENDMENT NARRATIVE

Site Name: Former Coyne Textile

Site No. C734144

Location: 140 Cortland Avenue, Onondaga County,
Syracuse, New York 13202

BCA Index No. C734144-05-17

The Applicant Ranalli/Taylor St., LLC desires to amend the Brownfield Cleanup Agreement for the former Coyne Textile site to add seven entities as additional volunteer applicants under the Brownfield Cleanup Agreement dated October 2, 2017. A copy the Agreement is attached hereto as **Exhibit B**.

The seven entities are owned by the Applicant Ranalli/Taylor St. LLC. None of the seven entities owned, operated or existed during the time that there were contaminant releases on or at the property. A list setting forth the names of the seven entities is attached hereto as **Exhibit C**. Department of State Filings showing that the seven entities are authorized to conduct business in New York State are attached as **Exhibit D**.

Ranalli/Taylor St., LLC is owned by John D. Mezzalingua, CEO. Authorization and consent allowing Dino Peios, Authorized Representative of Ranalli/Taylor St., LLC to amend the Brownfield Cleanup Agreement and to sign all documents to effectuate the amendment on behalf of the seven separate entities is attached as **Exhibit E**.

A copy of the Tax Map Parcels: 140 Cortland Avenue, Onondaga County, Syracuse, NY 13202 is attached as **Exhibit F**.

The amendment does not involve the transfer of title. If and when such transfer of title takes place, a Change of Use pursuant to 6 NYCRR Part 375-1.1(d) will be submitted.

Exhibit B

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation
625 Broadway, 12th Floor, Albany, New York 12233-7011
P: (518) 402-9706 F: (518) 402-9020
www.dec.ny.gov

Ranalli/Taylor St., LLC
James Ranalli
450 Tracy Street
Syracuse, NY 13204

OCT 02 2017

RE: Site Name: Former Coyne Textile
Site No.: C734144
Location of Site: 140 Cortland Avenue, Onondaga County,
Syracuse, NY 13202

Dear Mr. Ranalli,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the Former Coyne Textile Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Margaret Sheen, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 615 Erie Blvd W Syracuse, NY 13204, or by email at margaret.sheen@dec.ny.gov

Sincerely,



Robert W. Schick, P.E.
Director
Division of Environmental Remediation

Enclosure

ec: Stephanie Fitzgerald, Project Manager

cc: Margaret Sheen, Esq.
A. Guglielmi, Esq. /M. Mastroianni



Department of
Environmental
Conservation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C734144-05-17

Former Coyne Textile
DEC Site No.: C734144
Located at: 140 Cortland Avenue
Onondaga County
Syracuse, NY 13202

Hereinafter referred to as "Site"

by:

Ranall/Taylor St., LLC
460 Tracy Street, Syracuse, NY 13204

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application received by the Department on January 30, 2017; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

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

I. Applicant Status

The Applicant, Ranall/Taylor St., LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Site is not located in a City having a population of one million or more. It is therefore presumed that the Site is eligible for tangible property tax credits.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 3.450 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S, Syracuse
Owner: Ranall/Taylor St., LLC

Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St S. & Cortland Av, Syracuse
Owner: Ranalli/Taylor St., LLC

Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Stephanie Fitzgerald
New York State Department of Environmental Conservation
Division of Environmental Remediation
615 Erie Blvd W
Syracuse, NY 13204
stephanie.fitzgerald@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Krista Anders (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
krista.anders@health.ny.gov

Margaret Sheen, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
615 Erie Blvd W
Syracuse, NY 13204
margaret.sheen@dec.ny.gov

2. Communication from the Department to Applicant shall be sent to:

Ranalli/Taylor St., LLC
Attn: James Ranalli
450 Tracy Street
Syracuse, NY 13204
jamesranalli@unitedautosupply.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

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

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: *October 2, 2017*

THIS BROWNFIELD CLEANUP AGREEMENT IS
HEREBY APPROVED, Acting by and Through the
Department of Environmental Conservation as Designee
of the Commissioner,

By:


Robert W. Schick, P.E., Director
Division of Environmental Remediation

COMMERCIAL CLERK
NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL REMEDIATION
100 NASSAU ST., 10TH FLOOR
NEW YORK, NY 10038
TEL: (212) 401-2000
FAX: (212) 401-2001
WWW.DERM.DEC.GOV

CONSENT BY APPLICANT

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

Ranalli/Taylor St., LLC

By: James P. Ranalli

Title: Member

Date: 06/27/2017

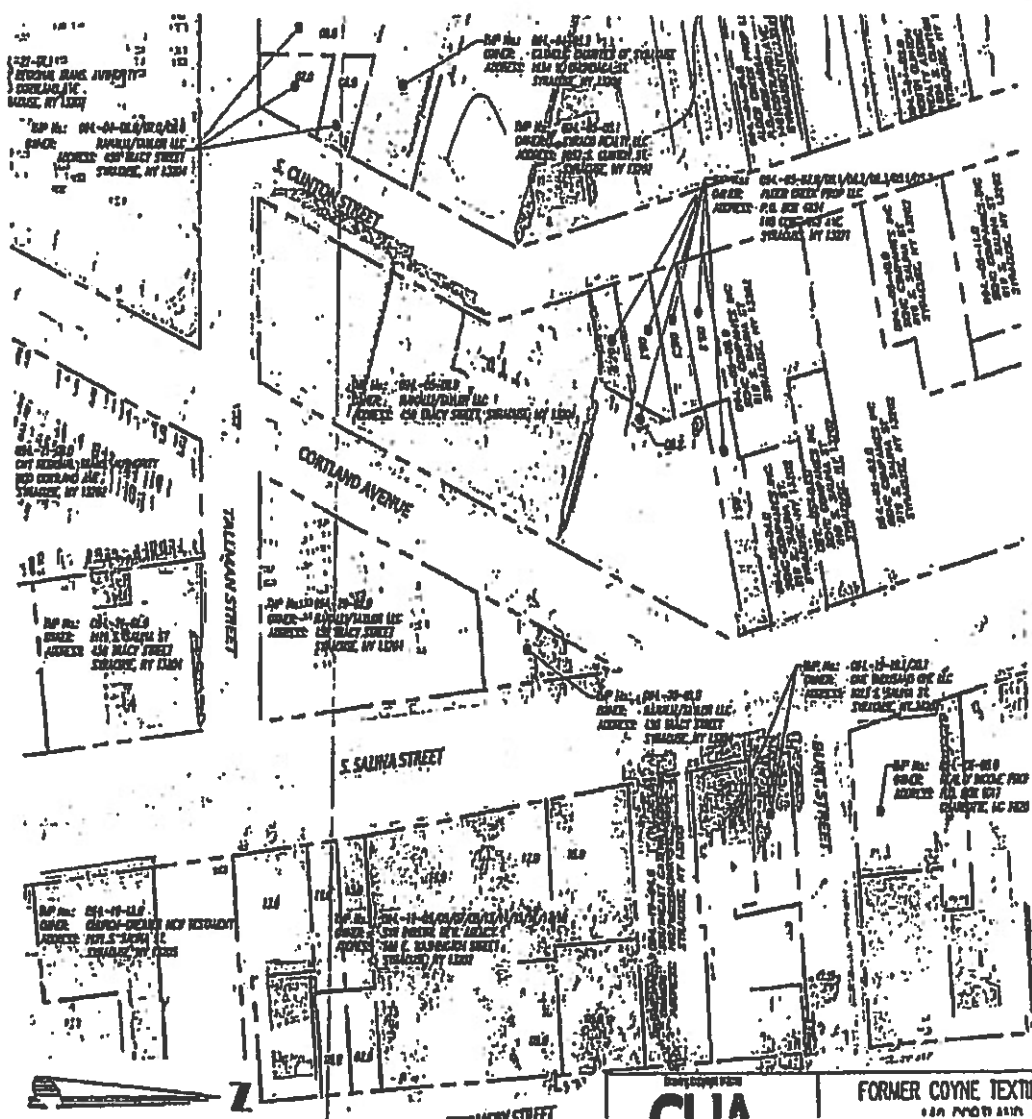
STATE OF NEW YORK)
) ss:
COUNTY OF Onondaga

On the 27 day of June in the year 2017, before me, the undersigned, personally appeared James P. Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica L. Clark
Signature and Office of Individual
taking acknowledgment

JESSICA L. CLARK
Notary Public, State of New York
No. 01CL8272182
Qualified in Onondaga County
Commission Expires 11/12/20 18

SITE MAP



APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.8(a) and 375-3.8, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" If the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" If the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.8(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.8(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.8(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.8. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.8. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.8 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.8. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law.

E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1416(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with

ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5(b)(3)(i).

B. 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.

C. Each such payment shall be made payable to the "Commissioner of 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, New York 12233-7012

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 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 ECL § 27-1409(2) and ECL § 71-4003.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability

Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written

notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1426, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ek) approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial

activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use "best efforts" to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant's obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department

may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.8(d)(3) to reflect changes necessitated by Applicant's inability to obtain such interest.

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

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. I. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

II. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

III. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be

unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term "Applicant" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.8(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend,

any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans, reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This 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.

New York State Department of Environmental Conservation
Division of Environmental Remediation, 12th Floor
625 Broadway, Albany, New York 12233-7011
Phone: (518) 402-9708 Fax: (518) 402-9020
Website: www.dec.ny.gov

Certified Mail, Return Receipt Requested

Ranalli/Taylor St., LLC
James Ranalli
450 Tracy Street
Syracuse, NY 13204

JUN 02 2017

Re: **Former Coyne Textile**
Tax Map ID No.: 094.-05-06.0,094.-20-01.0,094.-20-02.0
Property County: Onondaga
Site No.: C734144

Dear Applicant:

Your application for the above-referenced Brownfield Cleanup Program ("BCP") project has been reviewed by the New York State Department of Environmental Conservation ("Department"). I am pleased to inform you that your request is accepted. The acceptance is based upon your participation as follows:

Ranalli/Taylor St., LLC is a Volunteer as defined in ECL 27-1405(1)(b). Tangible Property Tax Credit Status is described in Section II of the attached Brownfield Cleanup Agreement (BCA).

Based upon the facts and information in the application, information contained in the Department's records, and a timely return of the signed BCAs, the Department is prepared to execute a BCA for the above-described property. Enclosed are three original proposed BCAs. Please have an authorized representative sign all three originals where indicated and return them to my attention at 625 Broadway, Albany, New York, along with proof that the party executing the BCA is authorized 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. The BCA shall not be effective until it is fully executed by the parties. A reassessment of eligibility may result in a denial of the application if there are any changes to material facts and information before the BCA is fully executed. Please note, if the BCA is not signed and returned to the Department within 60 days, the Department will consider the Application withdrawn and the offer to enter the BCP will be deemed rescinded.

The Department looks forward to working with you on this project. The Department's project manager will assist you in completing your project. You can arrange a meeting to discuss the program's requirements and work plan. The work plan will determine the scope of work to be conducted and completed. You may contact the Department's project team as set forth in Paragraph IV of the attached draft BCA to discuss the next steps.

Sincerely,



Robert W. Schick, P.E., Director
Division of Environmental Remediation

Enclosures:

Department's Copies:

ec: Susan Edwards
Harry Warner
Dolores Tuohy
Kelly Lewandowski
Andrew Guglielmi
Stephanie Fitzgerald
Margaret Sheen

Applicant's Copies:

ec: James Ranalli (jamesranalli@unitedautosupply.com)
Robert Smith (rs@ccf-law.com)
James Trasher (jtrasher@chacompanies.com)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Region 7
615 Erie Boulevard West, Syracuse, NY 13204-2400
P: (315) 426-7519, (315) 426-7551 | F: (315) 426-2653
www.dec.ny.gov

October 15, 2019

James Ranalli
Ranalli/Taylor SL, LLC
450 Tracy St.
Syracuse, NY 13204

**RE: Former Coyne Textile, Syracuse, NY
NYSDEC site# C734144
Contaminant Source Removal Construction Completion Report**

Dear Mr. Ranalli:

Thank you for providing the above referenced Construction Completion Report dated October 14, 2019 for the Former Coyne Textile site in Syracuse, New York.

The NYSDEC and the NYSDOH have determined the Report to be satisfactory. Please place a copy of the final Report in the sites document repository.

Should you have any questions please contact me at (315) 426-7446 and thanks again for your efforts in continuing to move this project forward.

Sincerely,



Michael Belveg
Assistant Engineer (Environmental), Division of Environmental Remediation

**Ec: Harry Warner, NYSDEC
Angela Martin, NYSDOH
Karyn Ehmann, CHA Consulting, Inc.**



Department of
Environmental
Conservation

CONSENT OF
RANALLI/TAYLOR ST., LLC TO COMPANY ACTION

The undersigned, RANALLI/TAYLOR ST., LLC, a New York limited liability company having its place of business at 140 Cortland Avenue, Syracuse, New York 13202 ("Company" and sometimes also referred to as "RTS") is duly authorized to act herein as contemplated by Article V of the Amended and Restated Operating Agreement of the Company dated June 25, 2020, does hereby consent to the following action by said Company:

1. THAT the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. THAT on October 2, 2017 RTS entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That the Company consents to and authorizes the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCP Amendment").
4. That the Company desires to amend the BCP to add various entities of the Company (as listed on Exhibit "B" attached hereto and made a part hereof) as additional Volunteer Applicants under the BCP.
5. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCP Amendment, and any other documentation required to be executed in connection with the BCP Amendment and/or the BCP, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: RANALLI TAYLOR ST., LLC

By: 

John D. Mezzalingua, Manager

By: 

Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

**ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS
TO RANALLI/TAYLOR ST., LLC**

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

Exhibit C

EXHIBIT C

ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS

Site Name: Former Coyne Textile
Site No. C734144
Location: 140 Cortland Avenue, Onondaga County,
Syracuse, New York 13202
BCA Index No. C734144-05-17

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

Exhibit D

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2021.

Selected Entity Name: RANALLI/TAYLOR ST., LLC
Selected Entity Status Information

Current Entity Name: RANALLI/TAYLOR ST., LLC

DOS ID #: 4901160

Initial DOS Filing Date: FEBRUARY 24, 2016

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)

RANALLI/TAYLOR ST., LLC

PO BOX 678

LIVERPOOL, NEW YORK, 13088

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
FEB 24, 2016	Actual	RANALLI/TAYLOR ST., 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 January 27, 2021.

Selected Entity Name: JMA TECH PROPERTIES HOLDINGS LLC

Selected Entity Status Information

Current Entity Name: JMA TECH PROPERTIES HOLDINGS LLC

DOS ID #: 5577589

Initial DOS Filing Date: JUNE 26, 2019

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)

JMA TECH PROPERTIES HOLDINGS LLC

P.O. BOX 3759

SYRACUSE, NEW YORK, 13220

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
SEP 26, 2019	Actual	JMA TECH PROPERTIES HOLDINGS LLC
JUN 26, 2019	Actual	JMA TECH HOLDINGS, 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 January 27, 2021.

Selected Entity Name: JMA TECH PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: JMA TECH PROPERTIES, LLC

DOS ID #: 5635985

Initial DOS Filing Date: OCTOBER 09, 2019

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)

JMA TECH PROPERTIES, LLC

P.O. BOX 678

LIVERPOOL, NEW YORK, 13088

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 09, 2019	Actual	JMA TECH PROPERTIES, 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.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 27, 2021.

Selected Entity Name: JMA TECH LLC

Selected Entity Status Information

Current Entity Name: JMA TECH LLC

DOS ID #: 5624264

Initial DOS Filing Date: SEPTEMBER 19, 2019

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)

PHAZR LLC

P.O. BOX 678

LIVERPOOL, NEW YORK, 13088

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
FEB 13, 2020	Actual	JMA TECH LLC
SEP 19, 2019	Actual	PHAZR 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.

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Entity Information

The information contained in this database is current through January 27, 2021.

Selected Entity Name: XRN LLC
Selected Entity Status Information

Current Entity Name: XRN LLC

DOS ID #: 5627476

Initial DOS Filing Date: SEPTEMBER 25, 2019

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)

XRN LLC

P.O. BOX 678

LIVERPOOL, NEW YORK, 13088

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
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No Information Available		
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*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 25, 2019	Actual	XRN 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.

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Entity Information

The information contained in this database is current through January 27, 2021.

Selected Entity Name: JMA EDGE SERVICES, LLC

Selected Entity Status Information

Current Entity Name: JMA EDGE SERVICES, LLC

DOS ID #: 5634722

Initial DOS Filing Date: OCTOBER 08, 2019

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)

JMA EDGE SERVICES, LLC

P.O. BOX 678

LIVERPOOL, NEW YORK, 13088

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 08, 2019	Actual	JMA EDGE SERVICES, 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.

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Entity Information

The information contained in this database is current through January 27, 2021.

Selected Entity Name: PREVAIL NY LLC

Selected Entity Status Information

Current Entity Name: PREVAIL NY LLC

DOS ID #: 5733104

Initial DOS Filing Date: MARCH 30, 2020

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)

PREVAIL NY LLC

P.O. BOX 678

LIVERPOOL, NEW YORK, 13088

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
MAR 30, 2020	Actual	PREVAIL NY 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.

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Entity Information

The information contained in this database is current through January 27, 2021.

Selected Entity Name: CELLH LLC

Selected Entity Status Information

Current Entity Name: CELLH LLC

DOS ID #: 5675894

Initial DOS Filing Date: DECEMBER 23, 2019

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)

CELLH LLC

P.O. BOX 678

LIVERPOOL, NEW YORK, 13088

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
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No Information Available		
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*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 23, 2019	Actual	CELLH 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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Exhibit E

CONSENT OF

JMA TECH PROPERTIES HOLDINGS LLC TO COMPANY ACTION

The undersigned, JMA TECH PROPERTIES HOLDINGS LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "JMA Tech Properties Holdings") is duly authorized to act herein as contemplated by Article V of the Amended and Restated Operating Agreement of the Company dated September 26, 2019, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to JMA Tech Properties Holdings, as additional Volunteer Applicants under the BCA.
5. That JMA Tech Properties Holdings desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: JMA TECH PROPERTIES HOLDINGS LLC

By: 

John D. Mezzalingua, Manager

By: 

Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS TO RANALLI/TAYLOR ST., LLC

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

CONSENT OF

JMA TECH PROPERTIES, LLC TO COMPANY ACTION

The undersigned, JMA TECH PROPERTIES, LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "JMA Tech Properties") is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated October 9, 2019, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to JMA Tech Properties, as additional Volunteer Applicants under the BCA.
5. That JMA Tech Properties desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: JMA TECH PROPERTIES, LLC

By:



John D. Mezzalingua, Manager

By:



Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

**ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS
TO RANALLI/TAYLOR ST., LLC**

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

CONSENT OF

JMA TECH LLC TO COMPANY ACTION

The undersigned, JMA TECH LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "JMA Tech") is duly authorized to act herein as contemplated by Article V of the Amended and Restated Operating Agreement of the Company dated February 13, 2020, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to JMA Tech, as additional Volunteer Applicants under the BCA.
5. That JMA Tech desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: JMA TECH LLC

By: 
John D. Mezzalingua, Manager

By: 
Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No/: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT "B"

ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS TO RANALLI/TAYLOR ST., LLC

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

CONSENT OF

XRN LLC TO COMPANY ACTION

The undersigned, XRN LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "XRN") is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated September 25, 2019, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to XRN, as additional Volunteer Applicants under the BCA.
5. That XRN desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: XRN LLC

By:


John D. Mezzalingua, Manager

By:


Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No/: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

**ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS
TO RANALLI/TAYLOR ST., LLC**

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

CONSENT OF

JMA EDGE SERVICES, LLC TO COMPANY ACTION

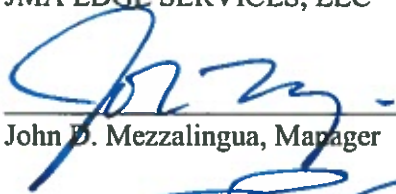
The undersigned, JMA EDGE SERVICES, LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "JMA Edge Services") is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated October 8, 2019, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to JMA Edge Services, as additional Volunteer Applicants under the BCA.
5. That JMA Edge Services desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: JMA EDGE SERVICES, LLC

By: 
John D. Mezzalingua, Manager


By: 
Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS TO RANALLI/TAYLOR ST., LLC

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

CONSENT OF
PREVAIL NY LLC TO COMPANY ACTION

The undersigned, PREVAIL NY LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "Prevail") is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated March 30, 2020, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to Prevail, as additional Volunteer Applicants under the BCA.
5. That Prevail desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 20 day of January, 2021

By: PREVAIL NY LLC

By: 

John D. Mezzalingua, Manager

By: 

Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS TO RANALLI/TAYLOR ST., LLC

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

EXHIBIT "B"

**ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS TO
RANALLI/TAYLOR ST., LLC**

<u>Entities Directly Owned by Ranalli/Taylor St., LLC</u>	<u>FEIN</u>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

CONSENT OF
CELLH LLC TO COMPANY ACTION

The undersigned, CELLH LLC, a New York limited liability company having its place of business at 7645 Henry Clay Boulevard, Liverpool, New York 13088 ("Company" and sometimes also referred to as "CellH") is duly authorized to act herein as contemplated by Article V of the Operating Agreement of the Company dated December 23, 2019, do hereby consent to the following action by said Company:

1. That the Company is not in dissolution, but a valid and active limited liability company in the State of New York.
2. That on October 2, 2017, Ranalli/Taylor St., LLC ("RTS") entered into a certain Brownfield Cleanup Program (the "BCP") with New York State Department of Environmental Conservation for the properties described on Exhibit "A" attached hereto and made a part hereof, as identified by NYSDEC BCP as #C734144-05-17 (the "BCP"), pertaining to Real Property located within the former Coyne Textile property in Syracuse, New York.
3. That RTS has consented to and authorized the entering into of a "Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Program Agreement and Amendment" pursuant to the BCP (the "BCA Amendment").
4. That RTS desires to amend the BCA to add various entities (as listed on Exhibit "B" attached hereto and made a part hereof), including, but not limited to CellH, as additional Volunteer Applicants under the BCA.
5. That CellH desires to be added as an additional Volunteer Applicant under the BCA.
6. That the undersigned, Dino Peios, Authorized Representative of the Company, acting for and in the name of the Company, without further action by the Company, hereby is authorized to sign all documents necessary to effectuate the transaction contemplated herein, including the BCA Amendment, and any other documentation required to be executed in connection with the BCA Amendment and/or the BCA, and to perform and take such other actions as may be desirable, necessary, proper or convenient to accomplish the intent and purposes expressed herein.
6. That the execution and delivery of any document authorized by this Consent by the Company, shall be conclusive evidence of the Company's approval of the terms and provisions of such document(s) and shall be binding on the Company.

[Signature Page Follows]

Dated 28 day of January, 2021

By: CELLH LLC

By: 

John D. Mezzalingua, Manager

By: 

Dino Peios, Authorized Representative

EXHIBIT "A"

REAL PROPERTIES

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately .450 acres

1. Tax Map/Parcel No.: 094.-05-06.0
Street Number: 120-154 Cortland St. S., Syracuse
Owner: Ranalli/Taylor St., LLC
2. Tax Map/Parcel No.: 094.-20-01.0
Street Number: 1002-1022 Salina St. S. & Cortland Ave., Syracuse
Owner: Ranalli/Taylor St., LLC
3. Tax Map/Parcel No.: 094.-20-02.0
Street Number: 1024-40 Salina St. S. & Tallman St., Syracuse
Owner: Ranalli/Taylor St., LLC

EXHIBIT “B”

**ENTITIES TO JOIN AS ADDITIONAL VOLUNTEER APPLICANTS
TO RANALLI/TAYLOR ST., LLC**

<i>Entities Owned By Ranalli/Taylor St., LLC</i>	<i>FEIN</i>
JMA TECH PROPERTIES HOLDINGS LLC	84-2220145
JMA TECH PROPERTIES, LLC	84-3332852
JMA TECH LLC	84-3107199
XRN LLC	84-3265418
JMA EDGE SERVICES, LLC	84-3615967
PREVAIL NY LLC	85-0559362
CELLH LLC	84-4025436

Exhibit F

