



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:

As shown in the attached deed (Attachment 1), JMA Tech Properties, LLC, one of the entities listed in the BCA has taken ownership of the portion of the site listed as the 28,500-square feet of the former South Clinton Street, effective July 1, 2021. This portion of the site was added to the BCA in a previous amendment dated June 16, 2021. A Change of Use is included as Attachment 2.

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: Former Coyne Textile

BCP SITE NUMBER: C734144

NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC, JMA Tech Properties, LLC and additional entities shown in Attachment 3

INDEX NUMBER OF AGREEMENT: C734144-05-17

DATE OF ORIGINAL AGREEMENT: 10/2/17

Section II. New Requestor Information (complete only if adding new requestor or name has changed)

NAME

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

NAME OF NEW REQUESTOR'S REPRESENTATIVE

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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? ☐ Yes ☐ No

3. Describe Requestor's Relationship to Existing Applicant:

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)

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

Site Code: C734144

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

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.

Total acreage to be added: _____

- ☐ Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be removed: _____

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

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: Former Coyne Textile	BCP SITE NUMBER: C734144
NAME OF CURRENT APPLICANT(S): Ranalli/Taylor St., LLC, JMA Tech Properties, LLC and additional entities shown in Attachment 3	
INDEX NUMBER OF AGREEMENT: C734144-05-17	
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 _____) of (entity _____); 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.

_____ 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: _____

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 ^{an authorized representative} (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 Perios signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: 

Print Name: Dino Perios

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: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Acting Director, DER

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

Site Code: C734144

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 an authorized representative (title) of JMA TECH PROPERTIES HOLDINGS 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 Perios signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: _____

Print Name: DINO PERIOS

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:

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Effective Date of the Original Agreement: 10/2/2017

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Acting Director, DER

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

Site Code:

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 an authorized representative (title) of JMA TECH PROPERTIES, 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 Perios signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: _____

Print Name: Dino Perios

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:

<p>PARTICIPANT</p> <p>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.</p>	<p><input checked="" type="checkbox"/> VOLUNTEER</p> <p>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.</p>
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Effective Date of the Original Agreement: 10/2/2017

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Acting Director, DER

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

Site Code: C734144

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 an authorized representative (title) of JMA TECH, 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: 12/20/21 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:

<p>PARTICIPANT</p> <p>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.</p>	<p><input checked="" type="checkbox"/> VOLUNTEER</p> <p>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.</p>
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Effective Date of the Original Agreement: 102/2017

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Director, DER

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

Site Code: C734144

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 ^{an authorized representative} (title) of XRN 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 Perios signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: 

Print Name: Dino Perios

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

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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.

X 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: 10/2/2017

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Acting Director, DER

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

Site Code: C734144

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 ^{an authorized representative} (title) of JMA EDGE SERVICES, 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. Dina Peros signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: 

Print Name: Dina Peros

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

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Status of Agreement:

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Effective Date of the Original Agreement: 10/2/2017

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Director, DER

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

Site Code: C734144

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

(Individual)

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Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am ^{an authorized representative} (title) of PREVAIL NY 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 Perios signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: _____

Print Name: Dino Perios

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Effective Date of the Original Agreement: 10/2/2017

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Director, DER

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

Site Code: C734144

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

(Individual)

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Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am ^{an authorized representative} (title) of CELLH 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 Peros signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/20/21 Signature: _____

Print Name: Dino Peros

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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X VOLUNTEER

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Effective Date of the Original Agreement:

Signature by the Department:

DATED: 12/22/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Director, DER

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:** Region 7
PROJECT MANAGER: Mike Belveg

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.

Attachment 1

Property Deed

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

Onondaga County Clerk Recording Cover Sheet

Received From :
COSTELLO COONEY & FEARON
ATTORNEY PICK UP BOX
COURTHOUSE

Return To :
COSTELLO COONEY & FEARON
ATTORNEY PICK UP BOX
COURTHOUSE

First PARTY 1

CITY OF SYRACUSE

First PARTY 2

JMA TECH PROPERTIES LLC

Index Type : Land Records

Instr Number : 2021-00030862

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed Comm Or Vacant

Recording Fee: \$340.50

Recording Pages : 9

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

Real Estate Transfer Tax

RETT # : 12212
Deed Amount : \$302,900.00
RETT Amount : \$1,212.00
Total Fees : \$1,552.50

State of New York

County of Onondaga

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

On (Recorded Date) : 07/01/2021

At (Recorded Time) : 2:44:39 PM



Doc ID - 043106100009

Lisa Dell

Lisa Dell, County Clerk



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

Entered By: BHARPER Printed On : 07/01/2021 At : 2:44:55PM

QUITCLAIM DEED WITH RESERVATION OF UTILITY EASEMENTS

THIS INDENTURE, made as of this 30th day of June, 2021, by and between the City of Syracuse, a municipal corporation organized and existing pursuant to the laws of the State of New York, whose address is City Hall, 233 East Washington Street, Syracuse, New York, 13202, herein referred to as "Grantor", and JMA Tech Properties, LLC, a domestic limited liability company, with an address at P.O. Box 678, Liverpool, New York 13088, herein referred to as Grantee; and

WHEREAS, the City of Syracuse abandoned and discontinued for street purposes portions of the one thousand (1000) Block of South Clinton Street and the one hundred (100) Block of Cortland Avenue, Syracuse, New York commensurate with the recommendation of the City Planning Commission by Resolution dated August 10, 2020, pursuant to Section 5-1301, Paragraph 5 of Article V, Chapter 13 of the "Charter of the City of Syracuse-1960" through the enactment of Ordinance No. 448 of 2020, adopted by the Common Council on October 13, 2020 and approved by the Mayor on October 15, 2020; said ordinance is still in full force and effect; and

WHEREAS, the said premises hereinafter described are not required for municipal purposes and the sale of the City's right, title and interest in and to the said premises to JMA Tech Properties, LLC, has been authorized and directed for the sum of THREE-HUNDRED TWO THOUSAND NINE-HUNDRED DOLLARS (\$302,900.00) by Ordinance No. 269 of 2021, adopted on June 7, 2021 by the Common Council and approved by the Mayor June 14, 2021; said ordinance is still in full force and effect; and

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Grantor, for and in consideration of the sum of THREE-HUNDRED TWO THOUSAND NINE-HUNDRED DOLLARS (\$302,900.00), lawful money of the United States, paid by the Grantee receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee and its successors and assigns forever:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Clinton Street in said City, bounded and described as follows:

BEGINNING at a point in the southerly boundary of Taylor Street at its intersection with the easterly boundary of said Clinton Street; running thence S 12°55'00" E along said easterly boundary of Clinton Street, a distance of 648.56 feet to an angle point therein; thence S 21°00'20" W continuing along said easterly boundary of Clinton Street, a distance of 267.14 feet to a point in the northerly boundary of Tallman Street; thence N 88°57'50" W along the westerly prolongation of said northerly boundary of Tallman Street, a distance of 70.22 feet to a point in the westerly boundary of said Clinton Street at its intersection with said northerly boundary of Tallman Street; thence N 21°00'20" E along said westerly boundary of Clinton Street, a distance of 299.66 feet to an angle point therein; thence N 12°55'00" W continuing along said westerly boundary of Clinton Street, a distance of 606.08 feet to a point in said southerly boundary of

Approved only as to form and legality.

By:


Assistant Corporation Counsel

Costello, Cooney & Fearon, PLLC
27093 C-55

Taylor Street; thence N 78°44'00" E along the easterly prolongation of said southerly boundary of Taylor Street, a distance of 50.02 feet to the point of beginning ("South Clinton Street parcel").

AND, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Cortland Avenue in said City, bounded and described as follows:

BEGINNING at a point in the westerly boundary of South Salina Street at its intersection with the westerly boundary of said Cortland Avenue; running thence S 21°00'20"W along said westerly boundary of Cortland Avenue, a distance of 546.13 feet to a point in the northerly boundary of Tallman Street; thence S 88°52'10" E along the easterly prolongation of said northerly boundary of Tallman Street, a distance of 70.18 feet to a point in the easterly boundary of said Cortland Avenue; thence N 21°00'20" E along said easterly boundary of Cortland Avenue, a distance of 419.46 feet to a point in said westerly boundary of South Salina Street; thence N 11°41'26" W through said Cortland Avenue, a distance of 122.18 feet to the point of beginning ("Cortland Avenue parcel").

ALL AS SHOWN on a map entitled "Abandonment of a portion of Clinton Street and Cortland Avenue" by Ianuzi & Romans Land Surveying P.C. dated July 6, 2020, containing 81,396 square feet of land, more or less. And, being commonly known as the abandoned portions of the 1000 block of South Clinton Street and the 100 block of Cortland Avenue.

SUBJECT TO any existing building or structural encroachments into the South Clinton Street and Cortland Avenue parcels.

FURTHER SUBJECT TO the reservation by Grantor, its successors or assigns forever of a permanent utility easement (the "Permanent Easement") to be exercised in, on, over, under, through, and across the South Clinton Street and Cortland Avenue parcels (as described hereinabove) for the purpose of constructing, altering, removing, operating, inspecting, maintaining, replacing, installing, reconstructing and repairing, any Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities (as hereinafter defined) now within or hereafter placed within the South Clinton Street and Cortland Avenue parcels, as Grantor may now or shall from time to time hereafter deem useful, appropriate or necessary for the transmission, supply or distribution of water, sewage, storm water, traffic or street lighting for any municipal purpose Grantor deems necessary or appropriate, which Permanent Easement is located in, on, over, under, through, and across or near on, over, in, under and across the South Clinton Street and Cortland Avenue parcels.

It Being the Intent of This Permanent Easement to describe a permanent, non-exclusive easement across the South Clinton Street and Cortland Avenue parcels. It is the intention of the parties hereto that the rights and privileges reserved by this Permanent Easement shall be exercised subject to the following terms and conditions:

Approved only as to form and legality.

By: 
Assistant Corporation Counsel

The Permanent Easement shall include the right, privilege and authority of the Grantor, its employees, agents, representatives, contractors and invitees, to construct, alter, remove, operate, inspect, maintain, repair, replace, install, and/or improve the Water, Sewer, Storm Water, Traffic Signal Pole or Street Lighting Facilities now within, on or over or to be hereafter placed, constructed, reconstructed, repaired, altered or replaced, improved and/or built within, on or over the South Clinton Street and Cortland Avenue parcels. The Permanent Easement is given together with the right of the Grantor, its employees, agents, representatives, contractors and invitees, to enter upon the South Clinton Street and Cortland Avenue parcels, and to utilize the same, without payment therefor, whenever necessary, useful, or appropriate, in the sole discretion of the Grantor (reasonably exercised), for the exercise of the rights and privileges reserved herein provided, however, that right to enter upon the South Clinton Street and Cortland Avenue parcels shall not unreasonably interfere with Grantee's use and enjoyment of Grantee's Premises, except temporarily, as deemed necessary or appropriate, in the sole discretion of the Grantor (reasonably exercised), while work on Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities is being planned or in progress.

Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities as used herein shall include, but not be limited to, constructing, altering, removing, operating, inspecting, maintaining, replacing, installing, reconstructing and repairing all underground pipes, mains, connections, conduits, valves, pumps, basins, drains, storm drains, manholes, hand holes, fittings, braces, foundations, meters, hydrants, fixtures, and other property or equipment of whatever description and appurtenances existing, used, employed, operated, maintained, placed, built, reconstructed, repaired and/or replaced in the Permanent Easement, whether now existing or hereafter devised for the purpose of accumulating, supplying, transmitting, removing and/or distributing water, sewage, storm water, controlling the flow of traffic, or providing street lighting to or from any other property Grantor determines in its sole discretion (reasonably exercised) to be necessary or appropriate.

Grantee shall have the right to construct improvements within the Permanent Easement area, provided such construction does not unreasonably interfere with the rights reserved herein to the Grantor, as determined in the sole discretion (reasonably exercised) of the Grantor. In addition, Grantee hereby retains the use of Grantee's Premises for all lawful purposes, provided such use does not unreasonably interfere with the rights reserved herein to Grantor, as determined in the sole discretion (reasonably exercised) of the Grantor. Grantee shall have the right to use the surface of the Permanent Easement area provided such use shall not unreasonably interfere with, obstruct or endanger any of the rights herein reserved to the Grantor, and further provided that no building or other permanent structure shall be erected within the Permanent Easement area without the prior written consent of the Grantor, which consent shall be granted or withheld by Grantor, as determined in the Grantor's sole discretion (reasonably exercised). Grantor has the right to remove unauthorized obstructions of any nature from the Permanent Easement if necessary to access the Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities, or if the Grantor determines in its sole discretion (reasonably exercised) that such obstruction interferes with the purpose or proper function of the Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities and to charge the expense thereof to

Approved only as to form and legality.

By: 
Assistant Corporation Counsel

Grantee and affix any judgment for nonpayment of same against the Grantee's Premises. Grantee shall not materially change the grade or ground level of the Permanent Easement area, without the Grantor's prior written consent not to be unreasonably withheld. Notwithstanding the foregoing, the Grantee hereby expressly reserves and shall have the right to use and enjoy the South Clinton Street and Cortland Avenue parcels for itself, its successors, assigns, and permittees provided such use and enjoyment does not unreasonably interfere with Grantor's rights hereunder; the right at all times, excepting those times and portions of the Easement Area that Grantor or its agents shall be performing work or maintenance to the Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities within the Easement Area, and for any purpose to go upon, across and recross and to use the said Easement Area in a manner consistent with the existing nature of the property provided that such actions do not unreasonably interfere with Grantor's rights hereunder.

Grantee shall not have the right to grant other easements within, over, upon or affecting the Permanent Easement without the Grantor's prior written consent, which consent may be granted or denied in the Grantor's sole discretion (reasonably exercised).

The Permanent Easement reserved herein, inclusive of all terms contained herein, shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantor's assigns and or successors in interest. The rights reserved herein are divisible and assignable in whole or in part without the need to obtain the consent of the Grantee.

Grantor warrants and represents to the Grantee that Grantor has the right, power and authority to exercise the rights herein reserved to Grantor. Grantor further warrants and represents to the Grantee that the Grantor's interest in the Permanent Easement is not encumbered with any mortgage, liens, security interests, or rights of others in any respect whatsoever, other than utility easements described in the ordinance referred to in the recitals hereto and/or reserved herein.

Grantor, its employees, agents, representatives, contractors and invitees, assume all risk in the construction, reconstruction, inspection, operation, use, alteration, repair, replacement, renewal and maintenance of the Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities as it affects the Permanent Easement and shall be solely responsible in damages for any and all accident and injuries to persons and property and hereby covenants and agrees to indemnify and hold harmless Grantee from any and all claims, suits, actions, damages, costs of every nature and description arising out of or relating to the construction, reconstruction, inspection, operation, use, alteration, repair, replacement, renewal, and maintenance of the Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities as it affects the Permanent Easement or the violation by the Grantor, its employees, agents, representatives, contractors, and invitees of any law, code, order, ordinance, rule or regulation in connection therewith.

Upon completion of any repair or maintenance work contemplated hereunder, Grantor agrees to restore at Grantor's sole cost the Grantee's Premises within a reasonable amount of time to a reasonably similar condition as it existed prior to exercising its rights under this

Approved only as to form and legality.

By: 
Assistant Corporation Counsel

Permanent Easement. If and when Grantor makes any future repairs to the Water, Sewer, Storm Water, Traffic Signal Pole, or Street Lighting Facilities located on the South Clinton Street and Cortland Avenue parcels, Grantor shall replace and restore any affected portion of Grantee's Premises within a reasonable amount of time to a reasonably similar condition as it existed prior to the under-taking of such repairs and maintenance. However, restoration of special surface treatments such as pavers, permeable fill, retaining walls, etc., shall be the responsibility of the Grantee and its assigns.

Grantor, its employees, agents, representatives, contractors, and invitees shall assume and carry insurance or self-insure for any liability for bodily injury (including death) and property damage, in an aggregate amount of not less than \$1,000,000 to cover the liability assumed under the indemnity provisions of this Permanent Easement; such insurance to be kept in full force and effect during the continuance of this Permanent Easement for the protection and indemnification of Grantee. Failure of the Grantor to maintain said self-insurance levels shall not relieve the Grantor from its obligation to defend and protect the Grantee, and to the extent of any failure to do so, to indemnify and hold harmless the Grantee, all as provided herein.

Grantor hereby agrees to indemnify, defend, save and hold harmless the Grantee from any and all liability, loss or damage, Grantee may suffer as a result of any and all actions, claims, damages, cost and expenses on account of, or in any way arising out of or from this Permanent Easement, including but not limited to indemnify and save and hold harmless Grantee from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction insofar as any such construction is undertaken by Grantor or its agents, operation, maintenance and use of the aforesaid Permanent Easement and right-of-way by Grantor or its agents. This indemnity shall continue so long as this Permanent Easement is in effect.

The parties hereto shall execute and deliver all further instruments and documents and take further action that may be reasonably necessary to implement the intent and the terms and conditions of this Permanent Easement. Without limitation of the foregoing, the parties will each seek, in a timely manner, any further ratification of this Permanent Easement that may be required.

This instrument contains the sole and complete understanding of the parties hereto with respect to the Permanent Easement herein granted and supersedes all prior written or oral agreements and understandings with respect to the Permanent Easement.

This instrument shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles. Venue for any and all disputes and any proceedings related hereto or arising from this Permanent Easement shall be in Onondaga County, New York. The parties hereto agree to submit to the personal and subject matter jurisdiction of the Supreme Court of the State of New York.

Approved only as to form and legality.

By: 
Assistant Corporation Counsel

FURTHER SUBJECT TO AND RESERVING UNTO NIAGARA MOHAWK POWER CORPORATION, a New York corporation ("Niagara"), its successors and assigns, without further payment therefor, a permanent, non-exclusive easement and right-of-way (the "Niagara Easement"), to be exercised now or from time to time hereafter, in, on, over, under, through, and across the South Clinton Street and Cortland Avenue parcels for the purpose of constructing, reconstructing, relocating, extending, repairing, maintaining, operating, inspecting, patrolling, and, at its pleasure, abandoning or removing (1) electric utility facilities now within or hereafter placed within the said parcels, including a line or lines of electric wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, and connections to overhead and underground wires, and also including any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (the "Electric Facilities"), for the transmission and distribution of high and low voltage electric current (and for communication purposes ancillary thereto), by any means, whether now existing or hereafter devised, for public or private use, and (2) gas utility facilities now within or hereafter placed within the said parcels, including underground or grade level gas systems including, but not limited to, gas mains, gas service pipes, conduits, vaults, manholes, housings, connectors, markers, anchors, fittings, braces, foundations, valves and vents together with any and all necessary appurtenances and accessories (the "Gas Facilities"), for the transmission and distribution of natural gas, by any means, whether now existing or hereafter devised, for public or private use (said Gas Facilities, together with the Electric Facilities, may be collectively referred to hereinafter as the "Niagara Facilities"), which reservation shall include the right to attach to said Niagara Facilities other electric and/or gas and appurtenant facilities for the purpose of providing electric and/or gas utility service to Niagara's customers or otherwise in connection with Niagara's electric or gas transmission or distribution business. Said reservation shall further include the right to access the said parcels from any adjoining streets or rights-of-way (whether public or private) and to pass and repass over, across and upon Grantee's remaining property as necessary, in Niagara's reasonable discretion, to exercise the rights herein reserved, the right to clear and keep cleared the said parcels of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions that, in Niagara's reasonable discretion, materially interfere with the operation, and maintenance of the Niagara Facilities, and the right to excavate the said parcels as is necessary, in Niagara's reasonable discretion, for the exercise of the rights herein reserved; provided, however, that Niagara shall, within a reasonable amount of time following completion of such excavation, restore the affected areas to reasonably the same condition, provided that restoration of special surface treatments such as pavers, permeable fill, retaining walls, etc., shall be the responsibility of Grantee, its successors and assigns.

The foregoing reservation of the Niagara Easement unto Niagara shall not restrict Grantee's right to use and enjoy the South Clinton Street and Cortland Avenue parcels for itself, its successors, assigns, and permittees, provided such use and enjoyment does not unreasonably interfere with Niagara's exercise of said rights pursuant to the foregoing terms, or otherwise contemplated by Ordinance No. 448 of 2020 referred to hereinabove. The foregoing reservation shall run with the land and be binding upon Grantee and its successors and assigns, and may be assigned or apportioned, in whole or in part, by Niagara without Grantee's consent.

Approved only as to form and legality.

By:


Assistant Corporation Counsel

ALSO FURTHER SUBJECT TO AND RESERVING UNTO VERIZON COMMUNICATIONS, INC., having an address at 6360 Thompson Road, Syracuse, New York 13217 ("Verizon"), its successors and assigns, without payment therefor, a permanent, non-exclusive easement (the "Verizon Easement"), to be exercised now or from time to time hereafter, in, on, over, under, through, and across the South Clinton Street and Cortland Avenue parcels for the purpose of constructing, reconstructing, relocating, extending, repairing, maintaining, operating, inspecting, abandoning or removing its communications facilities. The Verizon Easement shall include the right to access said parcels from any adjoining streets or rights-of-way (whether public or private) and to pass and repass over, across and upon Grantee's remaining property as necessary, in Verizon's reasonable discretion, to exercise the rights herein reserved, the right to clear and keep cleared the said parcels of any and all trees, vegetation, roots, aboveground or belowground structures, improvements or other obstructions that in Verizon's reasonable discretion, materially interfere with the operation, and maintenance of the Verizon facilities, and the right to excavate the said parcels as is necessary, in Verizon's reasonable discretion, for the exercise of the rights herein reserved; provided, however, that Verizon shall, within a reasonable amount of time following completion of such excavation, restore the affected areas to reasonably the same condition, provided that restoration of special surface treatments such as pavers, permeable fill, retaining walls, etc., shall be the responsibility of Grantee, its successors and assigns.

The foregoing reservation of the Verizon Easement unto Verizon shall not restrict Grantee's right to use and enjoy the South Clinton Street and Cortland Avenue parcels for itself, its successors, assigns and permittees, provided such use and enjoyment does not unreasonably interfere with Verizon's exercise of said rights pursuant to the foregoing terms, or otherwise contemplated by Ordinance No. 448 of 2020 referred to hereinabove. The foregoing reservation shall run with the land and be binding upon Grantee and its successors and assigns, and may be assigned or apportioned, in whole or in part, by Verizon without Grantee's consent.

SUBJECT TO all easements, covenants, restrictions and rights of way of record, if any.

TOGETHER with the appurtenances and all of the estate and rights of the City in and to the premises.

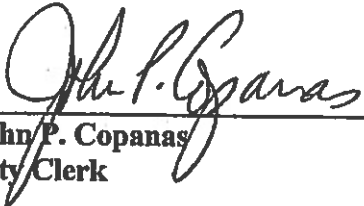
Approved only as to form and legality.

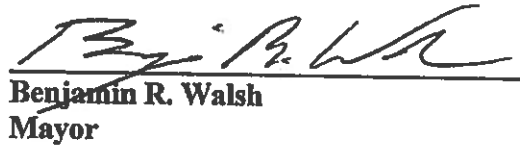
By: 
Assistant Corporation Counsel

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed by its City Clerk and this indenture to be subscribed by its Mayor on the day and year first above written.

ATTEST:

CITY OF SYRACUSE


John P. Copanas
City Clerk


Benjamin R. Walsh
Mayor

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

On the 30th day of June, 2021 before me, the undersigned, a notary public in and for said state, personally appeared Mayor Benjamin R. Walsh and Honorable John P. Copanas personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the persons upon behalf of which the individuals acted, executed the instrument.


NOTARY PUBLIC

JOHN C. BLACK JR.
Notary Public, State of New York
No. 4695464
Qualified in Onondaga County
Commission Expires May 31, 2023

Approved only as to form and legality.

By: 
Assistant Corporation Counsel

Attachment 2

Change of Use

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. Site Name: Former Coyne Textile DEC Site ID No. C734144

II. Contact Information of Person Submitting Notification:

Name: Dino Peios
Address1: PO Box 678
Address2: Liverpool, New York 13088
Phone: 315-432-5087 E-mail: dpeios@jmawireless.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 12/20/2021

IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

The attached deed was recorded July 1, 2021 and indicates that JMA Tech Properties, LLC is the owner
of the 28,500 square-feet of South Clinton Street added to the existing BCA. JMA Tech Properties, LLC is
one of the applicants/volunteers under the existing BCA.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____
(Signature) _____ (Date) _____

(Print Name)

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

Certifying Party Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: _____
(Signature)

(Date)

(Print Name)

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

Continuation Sheet

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

New York State Department of Environmental Conservation



Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

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

Section I

Description

Site Name

Official DEC site name.

(see <http://www.dec.ny.gov/cfmx/extapps/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

Section II

Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

Section III

Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV

Description

Description

For each change checked in Section III, describe the proposed change.

Provide all applicable maps, drawings, and/or parcel information.

If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.

Please attach additional sheets, if needed.

Section V Certification Statement

This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of all approved remedial work plans and reports.

Name	The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.
Address1	Owner or designated representative's street address or P.O. Box number.
Address2	Owner or designated representative's city, state and zip code.
Phone	Owner or designated representative's phone number.
E-Mail	Owner or designated representative's E-mail.

Section VI Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional owner/party information.

Name	Name of Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
Address1	Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Address2	City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Phone	Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
E-Mail	E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.

Certifying Party

Name	Name of Certifying Party.
Address1	Certifying Party's street address or P.O. Box number.
Address2	Certifying Party's city, state and zip code.
Phone	Certifying Party's Phone number.
E-Mail	Certifying Party's E-mail address.

Section VII Agreement to Notify DEC After Property Transfer/Sale

This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>

Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.

Name	Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.
Address1	Current owner's street address.
Address2	Current owner's city, state and zip code.

Attachment 3

List of Applicants/Volunteers

Additional Volunteer Entities

(cont. from Part 1 Section I)

Entities Owned by Ranalli/Taylor St., LLC

FEIN

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