



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:

Current site owners listed on the COC Site Information Confirmation include:

- East Lake Commons LLC (the current property owner)
- SRE Midtown Acquisitions, LLC (former property owner)
- SRE-Midtown Garage Acquisitions, LLC (former property owner)

This application is being filed to remove the SRE LLCs as site owners as these entities have conveyed the property to East Lake Commons LLC and are no longer involved in the project. Attached, please find property information obtained from Oswego County indicating the Site parcels were sold to East Lake Commons LLC in March 2020. Note that a Change of Use was filed with the Department at that time.

Note that East Lake Commons LLC is already correctly listed in the COC Site Information Confirmation as the sole Applicant. This amendment is only to correct the site owner information. 

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: Midtown Plaza | | BCP SITE NUMBER: C738045 | |
| NAME OF CURRENT APPLICANT(S): East Lake Commons LLC | | | |
| INDEX NUMBER OF AGREEMENT: C738045-11-18 | | DATE OF ORIGINAL AGREEMENT: 12/28/2018 | |
| 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 | |
| <p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input 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 | | | |
| 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 | |
| <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 type="checkbox"/> Yes <input type="checkbox"/> No</p> | | | |
| <p>3. Describe Requestor's Relationship to Existing Applicant:</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)

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 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:

| Parcel Address | Section No. | Block No. | Lot No. | Acreage Added by Parcel |
|----------------|-------------|-----------|---------|-------------------------|
| | | | | |
| | | | | |
| | | | | |

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

| Parcel Address | Section No. | Block No. | Lot No. | Acreage Removed by Parcel |
|----------------|-------------|-----------|---------|---------------------------|
| | | | | |
| | | | | |
| | | | | |

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 |
| From ECL 27-1405(31): | |
| <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: Midtown Plaza | BCP SITE NUMBER: C738045 |
| NAME OF CURRENT APPLICANT(S): East Lake Commons LLC | |
| INDEX NUMBER OF AGREEMENT: C738045-11-18 | |
| EFFECTIVE DATE OF ORIGINAL AGREEMENT: 12/28/2018 | |

Declaration of Amendment:

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

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

| Statement of Certification and Signatures: New Requestor(s) (if applicable) |
|--|
| <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 _____) 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.</p> <p>_____ 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> |

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: 08/06/2021 Signature: 

Print Name: Megan Houppert

(Entity)

I hereby affirm that I am Owner's Representative (title) of East Lake Commons 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. Megan Houppert's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 08/06/2021 Signature: 

Print Name: Megan Houppert

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:

| | |
|---|--|
| <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 contamination. |
|---|--|

Effective Date of the Original Agreement: 12/28/2018

Signature by the Department:

DATED: 09/01/2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

SUBMITTAL INFORMATION:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in 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: _____



Property Description Report For: 83-87 E First St, Municipality of City of Oswego



Status: Active
Roll Section: Taxable
Swis: 351200
Tax Map ID #: 128.47-02-05
Property Class: 438 - Parking lot
Site: COM 1
In Ag. District: No
Site Property Class: 438 - Parking lot
Zoning Code: TB
Neighborhood Code: 12402
School District: Oswego
Total Assessment: 2021 - Tentative \$258,500
 2020 - \$258,500
Property Desc: B 82, L 52,53,54 187-006-000
Deed Page: 2703
Grid North: 1260080

Total Acreage/Size: 135 x 230
Land Assessment: 2021 - Tentative \$250,200
 2020 - \$250,200
Full Market Value: 2021 - Tentative \$258,500
 2020 - \$258,500
Equalization Rate: ----
Deed Book: 2020
Grid East: 840386

Owners

East Lake Commons LLC
 700 Clinton Ave
 Rochester NY 14604

Sales

| Sale Date | Price | Property Class | Sale Type | Prior Owner | Value Usable | Arms Length | Addl. Parcels | Deed Book and Page |
|-----------|-----------|-------------------|-----------------|----------------------------|--------------|-------------|---------------|--------------------|
| 3/23/2020 | \$450,000 | 438 - Parking lot | Land Only | SRE Midtown Garage Acq LLC | Yes | No | No | 2020/2703 |
| 4/27/2015 | \$258,500 | 400 - Commercial | Land & Building | City of Oswego | No | No | No | 2015/3411 |

Utilities

Sewer Type: Comm/public
Utilities: Gas & elec
Water Supply: Comm/public

Inventory

Overall Eff Year Built:
Overall Grade: Economy
Overall Condition: Fair
Overall Desirability: 3

Buildings

| AC% | Sprinkler% | Alarm% | Elevators | Basement Type | Year Built | Eff Year Built | Condition | Quality | Gross Floor Area (sqft) | Stories |
|-----|------------|--------|-----------|---------------|------------|----------------|-----------|---------|-------------------------|---------|
|-----|------------|--------|-----------|---------------|------------|----------------|-----------|---------|-------------------------|---------|

Improvements

| Structure | Size | Grade | Condition | Year |
|-----------|------|-------|-----------|------|
|-----------|------|-------|-----------|------|

Special Districts for 2021 (Tentative)

No information available for the 2021 roll year.

Special Districts for 2020

No information available for the 2020 roll year.

Exemptions

| Year | Description | Amount | Exempt % | Start Yr | End Yr | V Flag | H Code | Own % |
|------|------------------|----------------------|----------|----------|--------|--------|--------|-------|
| 2021 | Ind. Dev. Agency | (Tentative)\$258,500 | 0 | 2021 | 2050 | | | 0 |

Taxes

| Year | Description | Amount |
|------|-------------|------------|
| 2021 | County | \$2,349.57 |
| 2020 | City | \$3,952.21 |
| 2020 | County | \$2,473.54 |
| 2020 | School | \$4,862.77 |

*** Taxes reflect exemptions, but may not include recent changes in assessment.**



Property Description Report For: 18 E Cayuga St, Municipality of City of Oswego



Status: Active
Roll Section: Taxable
Swis: 351200
Tax Map ID #: 128.47-02-04
Property Class: 452 - Nbh shop ctr
Site: COM 1
In Ag. District: No
Site Property Class: 452 - Nbh shop ctr
Zoning Code: TB
Neighborhood Code: 12402
School District: Oswego
Total Assessment: 2021 - Tentative \$550,000
 2020 - \$550,000
Property Desc: B 82 103-003-000
Deed Page: 2704
Grid North: 1260269

Total Acreage/Size: 1.29
Land Assessment: 2021 - Tentative \$268,800
 2020 - \$268,800
Full Market Value: 2021 - Tentative \$550,000
 2020 - \$550,000
Equalization Rate: ----
Deed Book: 2020
Grid East: 840307

Owners

East Lake Commons LLC
 700 Clinton Ave
 Rochester NY 14604

Sales

| Sale Date | Price | Property Class | Sale Type | Prior Owner | Value Usable | Arms Length | Addl. Parcels | Deed Book and Page |
|-----------|-------------|--------------------|-----------------|------------------------------|--------------|-------------|---------------|--------------------|
| 3/23/2020 | \$500,000 | 452 - Nbh shop ctr | Land & Building | SRE Midtown Acquisitions LLC | Yes | No | No | 2020/2704 |
| 7/25/2012 | \$450,000 | 452 - Nbh shop ctr | Land & Building | Dawn-BV II LLC | Yes | Yes | No | 2012/7388 |
| 7/17/2012 | \$0 | 452 - Nbh shop ctr | Land Only | City of Oswego | No | No | No | 2012/7389 |
| 9/13/2011 | \$0 | 452 - Nbh shop ctr | Land & Building | Oswego Center Associates | No | No | No | 2011/8547 |
| 4/1/1986 | \$1,050,000 | 451 - Reg shop ctr | Building Only | Oswego Midtown Center Cor | Yes | Yes | No | 976/259 |

Utilities

Sewer Type: Comm/public
Utilities: Gas & elec

Water Supply: Comm/public

Inventory

Overall Eff Year Built: 0
Overall Condition: Normal

Overall Grade: Average
Overall Desirability: 3

Buildings

| AC% | Sprinkler% | Alarm% | Elevators | Basement Type | Year Built | Eff Year Built | Condition | Quality | Gross Floor Area (sqft) | Stories |
|-----|------------|--------|-----------|---------------|------------|----------------|-----------|---------|-------------------------|---------|
| 100 | 100 | 100 | 0 | | 1975 | | Normal | Average | 71272 | 2 |

Improvements

| Structure | Size | Grade | Condition | Year |
|--------------|----------------|---------|-----------|------|
| Canpy-w/scrn | 640.00 sq ft | Economy | Normal | 1975 |
| Canpy-com st | 2,832.00 sq ft | Average | Normal | 1975 |
| Canpy-com st | 490.00 sq ft | Average | Normal | 1975 |
| Ld dock-st/c | 5,664.00 sq ft | Average | Normal | 1975 |
| Sign-sgl pls | 20 x 1 | Average | Normal | 1975 |
| Sign-sgl pls | 20 x 2 | Average | Normal | 1975 |
| Sign-sgl pls | 14 x 2 | Average | Normal | 1975 |
| Sign-sgl pls | 12 x 2 | Average | Normal | 1975 |
| Sign-sgl pls | 35 x 2 | Average | Normal | 1975 |
| Sign-sgl pls | 18 x 2 | Average | Normal | 1975 |
| Sign-sgl pls | 25 x 3 | Average | Normal | 1975 |
| Sign-sgl pls | 10 x 4 | Average | Normal | 1975 |
| Sign-dbl pls | 4 x 1 | Average | Normal | 1975 |

Special Districts for 2021 (Tentative)

No information available for the 2021 roll year.

Special Districts for 2020

| Description | Units | Percent | Type | Value |
|--------------------|-------|---------|------|-------|
| UW999-Unpaid Water | 0 | 0% | T | 0 |

Exemptions

| Year | Description | Amount | Exempt % | Start Yr | End Yr | V Flag | H Code | Own % |
|------|------------------|----------------------|----------|----------|--------|--------|--------|-------|
| 2021 | Ind. Dev. Agency | (Tentative)\$550,000 | 0 | 2021 | 2050 | | | 0 |

Taxes

| Year | Description | Amount |
|-------------|--------------------|---------------|
| 2021 | County | \$4,999.08 |
| 2020 | City | \$15,289.00 |
| 2020 | County | \$9,568.85 |
| 2020 | School | \$10,346.33 |

*** Taxes reflect exemptions, but may not include recent changes in assessment.**



OSWEGO COUNTY – STATE OF NEW YORK
 MICHAEL C. BACKUS COUNTY CLERK
 46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2020-002703

Receipt#: 20209136988
 Clerk: MBACON
 Rec Date: 04/02/2020 03:14:33 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 5
 Rec'd Frm: CHICAGO TITLE INSURANCE CO

Party1: SRE-MIDTOWN GARAGE ACQUISITIONS
 LLC
 Party2: EAST LAKE COMMONS LLC
 Town: OSWEGO

Recording:

| | |
|---------------------------|--------|
| Number of Pages | 25.00 |
| Recording Fee/Cover Sheet | 20.00 |
| TP 584 | 5.00 |
| RP5217 - County | 9.00 |
| RP5217 All others - State | 241.00 |
| Cultural Ed | 14.25 |
| Records Management - Coun | 1.00 |
| Records Management - Stat | 4.75 |

Sub Total: 320.00

Transfer Tax
 Transfer Tax 1800.00

Sub Total: 1800.00

Total: 2120.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2613
 Standard Transfer Tax

Transfer Tax 1800.00

Total: 1800.00

Record and Return To:

CHICAGO TITLE
 120 MADISON STREET SUITE 1610
 SYRACUSE, NY 13202

I hereby certify that the within and
 foregoing was recorded in the Oswego
 County Clerk's Office

Michael C. Backus
 Oswego County Clerk

WARRANTY DEED

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 31 day of March, 2020, between

SRE-MIDTOWN GARAGE ACQUISITIONS, LLC, a New York limited liability company, having a mailing address at 525 Plum Street, Suite 100, Syracuse, New York 13204

party of the first part, and

EAST LAKE COMMONS LLC, a New York limited liability company having a mailing address at 180 Clinton Square, Rochester, New York 14604

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100/ (\$1.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE Schedule A attached.

SUBJECT to easements and restrictions of record, if any.

BEING AND INTENDING TO CONVEY the same premises conveyed from The City of Oswego to SRE- Midtown Garage Acquisitions, LLC by Warranty Deed dated April 27, 2015 and recorded in the Oswego County Clerk's Office on April 27, 2015 as Instrument #R-2015-003411.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

THAT the party of the second part shall quietly enjoy the said premises;

THAT said party of the first part will forever warrant the title to said premises.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

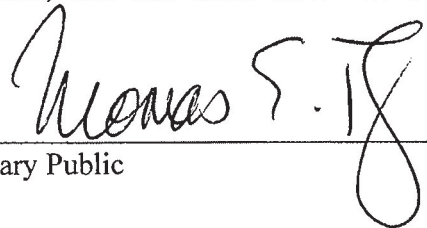
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

SRE-MIDTOWN GARAGE ACQUISITIONS, LLC

By: 
Name: Louis G. Fournier III
Title: Manager

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

On the 21st day of March in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Louis G. Fournier III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.


Notary Public

THOMAS E. TAYLOR
Notary Public in the State of New York
Qualified in Onondaga County No. 02TA4904070
My Commission Expires August 10, 2021

SCHEDULE A

All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, being more particularly described as being Block No. 82, East Oswego, New York.

ALSO, all that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and being the former westerly fifty (50) feet of East Second Street (said westerly part of East Second Street now abandoned) between the southerly line of East Cayuga Street and the northerly line of East Bridge Street, and being a parcel fifty (50) feet wide east to west, and approximately 396 feet in length, north to south, in right angles and parallel lines.

EXCEPTING, from the above-described parcels the following two (2) parcels of

land: Exception Parcel I

All that certain parcel or parcels of land located in the City of Oswego, County of Oswego, State of New York, more particularly described as follows:

BEGINNING at a point, said point being the intersection of the East line of East First Street and the South line of East Cayuga Street and being more particularly described as the Northwest corner of Block #82, East Oswego, New York; thence easterly along the south line of East Cayuga Street and the north line of Block #82, and said line extended, a distance of 250 feet to a point in the former center-line, now West line of East Second Street, said point being the 50 feet easterly from the Northeast corner of Block #82; thence southerly and at right angles along the former center line (now West line) of East Second Street, a distance of 200 feet to a point; thence westerly and at right angles, a distance of 250 feet to a point in the west line of Block #82, which is also the East line of East First Street; thence northerly and at right angles to the aforementioned course and along the West line of Block # 82, which is also the East line of East First Street, a distance of 200 feet to the point of beginning.

INTENDING to describe the land in the northerly 200 feet of Block #82 and the North 200 feet of the former West 50 feet of East Second Street contiguous thereto. The area is contained in right angles and parallel lines.

Exception Parcel II

BEGINNING at a point at the intersection of the easterly line of East First Street and the northerly line of East Bridge Street, said point being the southwesterly corner of Block No. 82, East Oswego, and proceeding thence northerly along said easterly line of East First Street, a distance of 63.0 feet to a point; thence easterly and parallel to the northerly line of East Bridge Street, a distance of 80.0 feet to a point; thence southerly

and parallel to the easterly line of East First Street, a distance of 63.0 feet to a point on the northerly line of East Bridge Street; thence westerly along the northerly line of East Bridge Street, a distance of 80.0 feet to the point and place of beginning.

Intending to describe a parcel of land in the Southwest corner of Block #82, East Oswego, New York, being 80 feet fronting on East Bridge Street and 63 feet in depth along East First Street contained in parallel lines and right angles.

ALSO being more modernly described as follows:

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

Commencing at a point in the northeast corner of the Right of Way for East Bridge Street and East First Street thence N 67°52'05" E along said northerly Right of Way for East Bridge Street a distance of 80.00' to a point at its intersection with the division line between lands now or formerly of SRE-Midtown Garage Acquisitions, LLC, Tax Account #128.47-2-5 on the east and lands now or formerly of NORFLEET FAMILY REVOCABLE TRUST, DOREN P. NORFLEET, Tax Account #128.47-2-6 on the west. Said point being the True point of beginning; thence

- 1) N 22°07'55" W along said division line a distance of 63.00' to an angle point; thence
- 2) S 67°52'05" W continuing along said division line a distance of 80.00' to a point in the easterly Right of Way of East First Street; thence
- 3) N 22°07'55" W along said easterly Right of Way a distance of 133.00' to a point at its intersection with the division line between lands now or formerly of SRE Midtown Garage Acquisitions, LLC, Tax Account #128.47-2-5 on the south and lands now or formerly of SRE Midtown Acquisitions, LLC, Tax Account #128.47-2-4 on the north; thence
- 4) N 67°52'05" E along said division line a distance of 250.00' to a point in the westerly Right of Way of East Second Street; thence
- 5) S 22°07'55" E along said westerly Right of Way a distance of 196.00' to a point in the northerly Right of Way for East Bridge Street; thence
- 6) S 67°52'05" W along said northerly Right of Way of East Bridge Street a distance of 170.00' to the POINT AND PLACE OF BEGINNING.



OSWEGO COUNTY – STATE OF NEW YORK
 MICHAEL C. BACKUS COUNTY CLERK
 46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2020-002704

Receipt#: 20209136988
 Clerk: MBACON
 Rec Date: 04/02/2020 03:14:33 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 5
 Rec'd Frm: CHICAGO TITLE INSURANCE CO

Party1: SRE-MIDTOWN ACQUISITIONS LLC
 Party2: EAST LAKE COMMONS LLC
 Town: OSWEGO

Recording:

| | |
|---------------------------|--------|
| Number of Pages | 25.00 |
| Recording Fee/Cover Sheet | 20.00 |
| TP 584 | 5.00 |
| RP5217 - County | 9.00 |
| RP5217 All others - State | 241.00 |
| Cultural Ed | 14.25 |
| Records Management - Coun | 1.00 |
| Records Management - Stat | 4.75 |

Sub Total: 320.00

| | |
|--------------|---------|
| Transfer Tax | |
| Transfer Tax | 2000.00 |

Sub Total: 2000.00

Total: 2320.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2614
 Standard Transfer Tax

| | |
|--------------|---------|
| Transfer Tax | 2000.00 |
|--------------|---------|

Total: 2000.00

Record and Return To:

CHICAGO TITLE
 120 MADISON STREET SUITE 1610
 SYRACUSE, NY 13202

I hereby certify that the within and
 foregoing was recorded in the Oswego
 County Clerk's Office

Michael C. Backus
 Oswego County Clerk

WARRANTY DEED

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 31st day of March, 2020, between

SRE- MIDTOWN ACQUISITIONS, LLC, a New York limited liability company, having a mailing address at 525 Plum Street, Suite 100, Syracuse, New York 13204

party of the first part, and

EAST LAKE COMMONS LLC, a New York limited liability company having a mailing address at 180 Clinton Square, Rochester, New York 14604

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100/ (\$1.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE Schedule A attached.

SUBJECT to easements and restrictions of record, if any.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

THAT the party of the second part shall quietly enjoy the said premises;

THAT said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

SRE MIDTOWN ACQUISITIONS, LLC

By: *Louis G. Fournier, III*
Name: Louis G. Fournier, III
Title: ~~Manager~~ *Authorized Agent*

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

On the 21st day of March in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Louis G. Fournier III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Thomas S. IF
Notary Public
THOMAS S. FAYSON
Notary Public in the State of New York
Qualified in Onondaga County
No. 02TA4804070
My Commission Expires Aug. 10, 192021

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being Lots 49, 50 & 51 and part Lot 52, Block 82 in said City and being further described as Parcel 5, Block 3 of the East Central Urban Renewal Project of the City of Oswego, New York, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the east line of East First Street and the south line of East Cayuga Street and being more particularly described as the northwest corner of Block No. 82, East Oswego, New York, which is also the northwest corner of Parcel No. 5, Block No. 3 of the East Central Urban Renewal Project of the City of Oswego, New York; thence easterly along the south line of East Cayuga Street and the north line of Block No. 82 which is also the north line of Parcel No. 5, Block No. 3 of the East Central Urban Renewal Project, a distance of 200 feet to a point in the west line East Second Street, said point being the northeast corner of Block No. 82; thence continuing easterly and along the aforementioned course, a distance of 50 feet to a point in the center line of East Second Street, which is also the northeast corner of Parcel No. 5, Block No. 3 of the Urban Renewal Project; thence southerly and at right angles along the center line of East Second Street, which is also the east line of Parcel No. 5, Block No. 3 of the Urban Renewal Project, a distance of 200 feet to a point; thence westerly and at right angles, a distance of 50 feet to a point in the east line of Block No. 82, which is also the west line of East Second Street; thence continuing westerly and along the aforementioned course a distance of 200 feet to a point in the west line of Block No. 82, which is also the east line of East First Street, and which is also the west line of Parcel No. 5, Block No. 3 of the Urban Renewal Project; thence northerly and at right angles to the aforementioned course and along the west line of Block No. 82 which is also the east line of East First Street and which is also the west line of Parcel No. 5, Block No. 3 of the Urban Renewal Project, a distance of 200 feet to the point of beginning.

BEING THE SAME PREMISES conveyed from Dawn-BV II, LLC to SRE Midtown Acquisitions, LLC by deed Dated May 16, 2012 and recorded in the Oswego County Clerk's Office on July 27, 2012 as Instrument #R-2012-007388.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, being a portion of East Cayuga Street between East First Street and East Second Street, more particularly described as follows:

Beginning at a point located at the intersection of the south street line of East Cayuga Street and the east street line of East First Street, said point being the northwest corner of lot 49, block 82, and running;

1. Thence, N 09° 12' 13" W, 26.83', to a point located at the northwest corner of an existing concrete retaining wall;
2. Thence, N 67° 46' 16" E, 182.66', along the north face of said retaining wall and loading dock, to a point located at the northeast corner of said concrete retaining wall;
3. Thence, N 70° 56' 47" E, 29.50', to a point;
4. Thence, S 74° 09' 06" E, 40.45' to a point located at the northeast corner of Parcel 5, Block 3 of the East Central Urban Renewal Project;
5. Thence, S 67° 52' 17" W, 250.00', along the north line of Parcel 5, Block 3 and the north line of Lot 49, to the point and place of beginning;

Containing 5034.08 Sq. Ft. of land.

BEING THE SAME PREMISES conveyed from The City of Oswego to SRE-Midtown Acquisitions, LLC by Quit Claim Deed dated July 17, 2012 and recorded in the Oswego County Clerk's Office on July 27, 2012 as Instrument #R-2012-007389.

ALSO being more modernly described as follows:

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

Commencing at a point in the northeast corner of the Right of Way for East Bridge Street and East First Street thence N 22°07'55" W along said easterly Right of Way for East First Street a distance of 196.00' to a point at its intersection with the division line between lands now or formerly of SRE Midtown Acquisitions, LLC, Tax Account #128.47-2-4 on the north and lands now or formerly of SRE Midtown Garage Acquisitions, LLC, Tax Account #128.47-2-5 on the south. Said point being the TRUE point of beginning, thence;

- 1) N 22°07'55" W along said easterly Right of Way a distance of 200.00' to an angle point; thence
- 2) N 09°12'25" W continuing along said Right of Way a distance of 26.83' to a point in the southerly Right of Way of East Cayuga Street; thence
- 3) N 67°46'04" E along said southerly Right of Way a distance of 182.66' to an angle point; thence
- 4) N 70°56'35" E continuing along said Right of Way a distance of 29.50' to an angle point; thence
- 5) S 74°09'18" E continuing along said Right of Way a distance of 40.44' to a point in the westerly Right of Way of East Second Street; thence
- 6) S 22°07'55" E along said westerly Right of Way a distance of 200.00' to a point at in the aforementioned division line between lands now or formerly of SRE Midtown Acquisitions, LLC, Tax Account #128.47-2-4 on the north and lands now or formerly of SRE Midtown Garage Acquisitions, LLC, Tax Account #128.47-2-5 on the south; thence
- 7) S 67°52'05" W along said division line a distance of 250.0' to the POINT AND PLACE OF BEGINNING.

HOME LEASING, LLC
(Written Consent of Authorized Managers in Lieu of Meeting)

WHEREAS, East Lake Commons LLC (the “Company”) has entered into a Brownfield Cleanup Agreement (the “BCA”) (Site No. 738045) with the New York State Department of Environmental Conservation relating to the environmental remediation at certain real property owned by the Company in the City of Oswego, New York; and

WHEREAS, East Lake Commons MM LLC (the “Managing Member”) is the managing member of the Company; and

WHEREAS, Home Leasing, LLC (the “Sole Member”) is the sole member of the Managing Member; and

WHEREAS, pursuant to the second amended and restated operating agreement of the Sole Member, management of the Sole Member is vested in the undersigned; and

WHEREAS, the Sole Member now desires to authorize the Company to execute and deliver any and all documents required by the BCA and to perform its obligations thereunder.

NOW, THEREFORE, on this 28th day of July, 2021, the undersigned, being the Authorized Managers of the Sole Member hereby consent and agree as follows:

RESOLVED, that Company is hereby authorized to executed, deliver and perform all of its obligations under the BCA; and it is

FURTHER RESOLVED, that Megan Houppert is authorized, in the name and on behalf of the Company, the Managing Member and the Sole Member, as applicable, to negotiate, execute, deliver and approve the BCA and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, the Managing Member and the Company, as applicable, as are necessary or appropriate to cause the Company to perform its obligations under the BCA; and it is

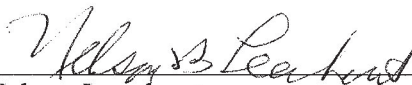
FURTHER RESOLVED, that this Consent may be executed in counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument; and it is

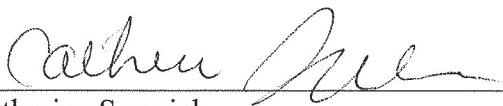
FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of the Company, the Managing Member and/or the Company, as applicable, prior to the adoption of these resolutions with respect to the BCA and all matters related thereto, are hereby ratified, confirmed and approved.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

HOME LEASING, LLC,

By: 
Name: Nelson Leenhouts
Title: Chairman and Authorized Manager

By: 
Name: Catherine Sperrick
Title: Vice Chairman and Authorized Manager

By: 
Name: Bret Garwood
Title: CEO and Authorized Manager

EAST LAKE COMMONS LLC
AND
EAST LAKE COMMONS MM LLC
(Written Consent in Lieu of Meeting)

WHEREAS, East Lake Commons LLC (the “Company”) has entered into a Brownfield Cleanup Agreement (the “BCA”) (Site No. 738045) with the New York State Department of Environmental Conservation relating to the environmental remediation at certain real property owned by the Company in the City of Oswego, New York; and

WHEREAS, East Lake Commons MM LLC (the “Managing Member”) is the managing member of the Company; and

WHEREAS, Home Leasing, LLC (the “Sole Member”) is the sole member of the Managing Member; and

WHEREAS, pursuant to the amended and restated operating agreement of the Company, management of the Company is vested in the Managing Member; and

WHEREAS, pursuant to the operating agreement of the Managing Member, management of the Managing Member is vested in the Sole Member; and

WHEREAS, the Managing Member and the Sole Member, respectively, now desire to authorize the Company to execute and deliver any and all documents required by the BCA and to perform its obligations thereunder.

NOW, THEREFORE, on this 28th day of July, 2021, the undersigned, being the Sole Member of the Managing Member of the Company, hereby consents and agrees as follows:

RESOLVED, that Company is hereby authorized to executed, deliver and perform all of its obligations under the BCA; and it is

FURTHER RESOLVED, that Megan Houppert is authorized, in the name and on behalf of the Company, the Managing Member and the Sole Member, as applicable, to negotiate, execute, deliver and approve the BCA and all such further instruments, agreements, certificates and other documents, and to take all other actions on behalf of the Company, the Managing Member and the Company, as applicable, as are necessary or appropriate to cause the Company to perform its obligations under the BCA; and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of the Company, the Managing Member and/or the Company, as applicable, prior to the adoption of these resolutions with respect to the BCA and all matters related thereto, are hereby ratified, confirmed and approved.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

EAST LAKE COMMONS LLC

By: East Lake Commons MM LLC,
Its Managing Member

By: Home Leasing, LLC,
Its sole member

By: Catherine Sperrick
Name: Catherine Sperrick
Title: Vice Chairman and Authorized Manager

EAST LAKE COMMONS MM LLC

By: Home Leasing, LLC,
Its sole member

By: Catherine Sperrick
Name: Catherine Sperrick
Title: Vice Chairman and Authorized Manager



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: Midtown Plaza **DEC Site ID No.** C738045

II. Contact Information of Person Submitting Notification:

Name: Ms. Megan Houppert
 Address1: East Lake Commons LLC, 700 Clinton Square
 Address2: Rochester, New York 14604
 Phone: 585-262-6210 E-mail: meganho@homeleasing.net

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):

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

The recently received COC Site Info form indicated the following owners of the Site: East Lake Commons LLC (the current property owner); SRE Midtown Acquisitions, LLC (former property owner); and, SRE-Midtown Garage Acquisitions, LLC (former property owner). This COU is associated with the removal of the SRE entities from the ownership record. A BCA Amendment has been filed for the same.

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).

In addition to the ownership change, this COU also acknowledges that the property is currently under redevelopment for mixed use (commercial and residential) purposes. Tenants may begin moving into the building as early as November 2021, pending Certificate of Occupancy.

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:  08/06/2021
(Signature) (Date)

Megan Houppert
(Print Name)

Address1: 700 Clinton Square

Address2: Rochester, NY 14604

Phone: 585-262-6210 E-mail: meganho@homeleasing.net

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: _____



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.

| | |
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| 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. |