



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☒ Amendment to [check one or more boxes below]

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

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

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

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

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

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

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

☐ Other (explain in detail below)

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

Legacy LaSalle seeks to amend its BCA with the DEC to:

1. Add Legacy South Campus, L.P. ("Requestor 1") and Legacy UPAL, L.P., ("Requestor 2") as Volunteer-Requestors to the BCA; and
2. Remove an 18' foot parcel of property that runs along the length of nine (9) adjacent residential properties along William Price Parkway (the "Parkway Parcel") from the BCA's definition of "Site."

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

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

04/2014

Section I. Existing Application Information			
BCP SITE NAME: 89 LaSalle Avenue Site		BCP SITE NUMBER: C915283	
NAME OF CURRENT APPLICANT(S): Legacy LaSalle LLC			
INDEX NUMBER OF EXISTING AGREEMENT: C915283-05-14		DATE OF EXISTING AGREEMENT: June 6, 2014	
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)			
NAME Legacy South Campus, L.P. (DOS ID No.: 4628615)			
ADDRESS 250 Ramsdell Avenue			
CITY/TOWN Buffalo, New York		ZIP CODE 14216	
PHONE 716-689-3300	FAX	E-MAIL fac@legacydev.com	
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
-If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.			
NAME OF NEW REQUESTOR'S REPRESENTATIVE Frank Chinnici			
ADDRESS 250 Ramsdell Avenue			
CITY/TOWN Buffalo, New York		ZIP CODE 14216	
PHONE 716-689-3300	FAX	E-MAIL fac@legacydev.com	
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) Myriah V. Jaworski, Esq., Phillips Lytle LLP			
ADDRESS One Canalside, 125 Main Street			
CITY/TOWN Buffalo, New York		ZIP CODE 14203	
PHONE 716-847-7052	FAX	E-MAIL mjaworski@phillipslytle.com	
THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.		<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination. NOTE: By checking this box, the requestor certifies that he/she has exercised appropriate care with respect to the contamination found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination.	

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

04/2014

Section I. Existing Application Information			
BCP SITE NAME: 89 LaSalle Avenue Site		BCP SITE NUMBER: C915283	
NAME OF CURRENT APPLICANT(S) Legacy LaSalle LLC			
INDEX NUMBER OF EXISTING AGREEMENT: C915283-05-14		DATE OF EXISTING AGREEMENT: June 6, 2014	
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)			
NAME Legacy UPAL, L.P. (DOS ID. No.: 4628617)			
ADDRESS 250 Ramsdell Avenue			
CITY/TOWN Buffalo, New York		ZIP CODE 14216	
PHONE 716-689-3300	FAX	E-MAIL fac@legacydev.com	
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<small>-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.</small>			
NAME OF NEW REQUESTOR'S REPRESENTATIVE Frank Chinnici			
ADDRESS 250 Ramsdell Avenue			
CITY/TOWN Buffalo, New York		ZIP CODE 14216	
PHONE 716-689-3300	FAX	E-MAIL fac@legacydev.com	
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) Myriah V. Jaworski, Esq., Phillips Lytle LLP			
ADDRESS One Canalside, 125 Main Street			
CITY/TOWN Buffalo, New York		ZIP CODE 14203	
PHONE 716-847-7052	FAX	E-MAIL mjaworski@phillipslytle.com	
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:			
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Section II. New Requestor Information continued (if no change to Current Applicant, skip to Section V)

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future PurchaserOther InvestorsIf requestor is not the site owner, requestor will have access to the property throughout the BCP project.
(Note: proof of site access must be submitted for non-owners)☒ Yes ☐ No

Requester must submit proof that the party signing this Application and Amendment has the authority to bind the Requester. 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.

Describe Requestor's Relationship to Existing Applicant:

The Existing Applicant, Legacy LaSalle, LLC, will be merged into Legacy South Campus, LLC ("Requestor 1"). Legacy South Campus, LLC will then transfer the Site as a real property contribution to Legacy UPAL, L.P. ("Requestor 2"). Please see Exhibit A for a description of Requestor 1 and Requestor 2 and their respective members and required organizational documents.

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)OWNER'S NAME (if different from requestor) Legacy LaSalle, LLCADDRESS 250 Ramsdell AvenueCITY/TOWN Buffalo, New YorkZIP CODE 14216PHONE 716-689-3300

FAX

E-MAIL fac@legacydev.com

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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the requestor subject to an existing order relating to contamination at the site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Has the requestor been determined to have violated any provision of ECL Article 27? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Has the requestor previously been denied entry to the BCP? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before the Department? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

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

ADDRESS 89 LaSalle Avenue

CITY/TOWN Buffalo, New York

ZIP CODE 14212

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
89 LaSalle Avenue	79	70	2	11	
71 NY L&W RR	79	70	2	16	
67 LaSalle Avenue	79	70	2	18	

Check appropriate boxes below:

☐

Changes to metes and bounds description or TBL correction

☐

Addition of property (may require a standard application depending on the size and nature of addition – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

☒

Reduction of property

Approximate acreage removed: app. .004

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
Please see attached Exhibit C for description of 18 foot parcel being removed					

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.

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 89 LaSalle Avenue	BCP SITE NUMBER: C915283
NAME OF CURRENT APPLICANT(S): Legacy LaSalle, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C915283-05-14	
EFFECTIVE DATE OF EXISTING AGREEMENT: June 4, 2014	

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 <u>General Manager</u>) of (entity <u>Legacy South Campus L.P.</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>By Frank Chinnici</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>7/16/15</u> Signature: <u>[Signature]</u></p> <p>Print Name: <u>Frank A. Chinnici</u></p>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 89 LaSalle Avenue	BCP SITE NUMBER: C915283
NAME OF CURRENT APPLICANT(S): Legacy LaSalle, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C915283-05-14	
EFFECTIVE DATE OF EXISTING AGREEMENT: June 4, 2014	

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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 General Manager) of (entity Legacy UPAL L.P.); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

My Frank Chinnici's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/16/15 Signature: [Signature]

Print Name: Frank A. Chinnici

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 Manager (title) of Leamy LaSalle 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. Frank Chinnici's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/16/15 Signature: [Signature]

Print Name: Frank A. Chinnici

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement: JUNE 6, 2014

Signature by the Department:

DATED: AUGUST 13, 2014

RECEIVED

JUL 27 2015

NYS DEC
REGION 9

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: [Signature]

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

SUBMITTAL INFORMATION:

Three (3) complete copies are required.

- Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD, 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

- One (1) paper copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check DEC's website for information on our regional offices.

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____

LEAD OFFICE: _____

PROJECT MANAGER: _____

BROWNFIELD CLEANUP PROGRAM (BCP)

INSTRUCTIONS FOR COMPLETING A BCA AMENDMENT

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. See Section V.H of DER-32: Brownfield Cleanup Program Applications and Agreements for further details.**

SECTION II Requestor Name	NEW REQUESTOR INFORMATION 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.
Address, etc.	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 <u>NYS Department of State's Corporation & Business Entity Database</u> . 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.
Representative Name	Provide the requestor's mailing address, telephone number, fax number and e-mail address.
Representative Address, etc	Provide the name of 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.
Consultant Name	Provide the representative's mailing address, telephone number, fax number and e-mail address. Invoices will be sent to the representative unless another contact name and address is provided with the application.
Consultant address, etc	Provide the name of the requestor's consultant.
Attorney Name	Provide the mailing address, telephone number, fax number and e-mail address.
Attorney address, etc	Provide the name of the requestor's attorney.
Participant/Volunteer Certification	Provide the mailing address, telephone number, fax number and e-mail address.
Relationship to Property	The requestor is required to certify whether it is applying as a "Participant" or a "Volunteer" as defined in Environmental Conservation Law (ECL) 27-1405.1.
Relationship to Property	The requestor is required to identify its relationship to the property (previous owner, current owner, etc). If the requestor is not the owner, proof of access to the property throughout the BCP project must be provided (e.g. an access agreement).
SECTION III	CURRENT PROPERTY OWNER/OPERATOR INFORMATION - only include if new owner/operator or new existing owner/operator information is provided, and highlight new information in form.
Owner Name	Provide the name of the new owner of the property. List <u>all</u> new parties holding an interest in the property.
Owner Address, etc	Provide the new owner's mailing address, telephone number, fax number and e-mail address.
Operator Name	Provide the name of the new operator (if different from the new requestor or owner).
Operator Address, etc	Provide the new operator's mailing address, telephone number, fax number and e-mail address

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.

- | | |
|---|---|
| 1. Enforcement Action Pending | Are any enforcement actions relating to the proposed brownfield property pending against the requestor? |
| 2. Existing Order | Is the requestor presently subject to an order for the investigation, removal or remediation of the contamination at the property? |
| 3. Outstanding Spill Fund Claim | Is the requestor subject to an outstanding claim by the Spill Fund? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. |
| 4. Violation of ECL Article 27 | 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 related order or determination; iii) any regulation implementing Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. |
| 5. Previous BCP Denial | Has the requestor previously applied for and been denied entry into 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. |
| 6. Negligent/Intentionally Tortious Act | 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? |
| 7. Criminal Convictions | 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? |
| 8. False Statements | 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? |
| 9. BCP Application Denial | Is the requestor an individual or entity of the type set forth in ECL 27-1407.8(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? |

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. See Section V.H of 19-13: Brownfield Cleanup Program Applications and Agreements for further details.

- | | |
|------------------------|--|
| Property Address | Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all. |
| Tax Parcel Information | Provide the tax parcel/section/block/lot information. 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, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears. |

EXHIBIT A

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on August 29, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

140828000396

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LEGACY UPAL, L.P.

Under Section 121-201 of the Revised Limited Partnership Act

FIRST: The name of the limited partnership is:

LEGACY UPAL, L.P.

SECOND: The county within this state in which the office of the limited partnership is to be located is:

ERIE

THIRD: The Secretary of State if designated as agent of the limited partnership upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the limited partnership is:

LEGACY UPAL, L.P., 250 Ramsdell Ave., Buffalo, NY 14216

FOURTH: The name and business or residence street address of each general partner is:

UPAL, LLC, 250 Ramsdell Ave., Buffalo, NY 14216

FIFTH: The latest date on which the limited partnership is to dissolve is:

December 31, 2099

UPAL, LLC

By: Frank A. Chinnici, Manager

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CERTIFICATE OF LIMITED PARTNERSHIP
OF
LEGACY UPAL, L.P.

Under Section 121-201 of the Revised Limited Partnership Act

Filed by: The Garas Law Firm, LLP
438 Main St., Suite 201
Buffalo, NY 14202

100
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 28 2014
TAXS 0
BY: [Signature]
2014 AUG 28 PM 3:17
FILED

RECEIVED
2014 AUG 28 AM 11:02

416

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 23, 2015.

Selected Entity Name: LEGACY UPAL, L.P.

Selected Entity Status Information

Current Entity Name: LEGACY UPAL, L.P.

DOS ID #: 4628617

Initial DOS Filing Date: AUGUST 28, 2014

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED PARTNERSHIP

Current Entity Status: ACTIVE

Selected Entity Address Information

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

LEGACY UPAL, L.P.
250 RAMSDELL AVE
BUFFALO, NEW YORK, 14216

Registered Agent

NONE

***Stock Information**

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

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 28, 2014	Actual	LEGACY UPAL, L.P.

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

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

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**UNANIMOUS WRITTEN CONSENT OF SOLE GENERAL
PARTNER AND LIMITED PARTNERS OF LEGACY UPAL, L.P.**

The undersigned, being all of the limited partners and the sole general partner of Legacy UPAL, L.P. (the "Partnership") hereby adopt the following resolutions as and for the resolutions of the Partnership in the place and in the stead of a special meeting of the limited and general partners of the Partnership:

WHEREAS, Legacy LaSalle, LLC is a party to the Legacy LaSalle Avenue Site Brownfields Cleanup Agreement (DEC Index No. C915283-05-14 (the "BCA") which governs the remediation and redevelopment of the Legacy LaSalle Avenue Site, located at 89 LaSalle Avenue, Buffalo, NY (the "Site"); and

WHEREAS, the Partnership has an interest in the Site such that it is in the best interests of the Partnership to become a party to the BCA; and

WHEREAS, the undersigned have been presented with a Brownfield Cleanup Agreement Amendment Application pursuant to which (1) the Partnership requests to become a party to the BCA, (2) Legacy South Campus, L.P. also requests to become a party to the BCA, and (3) certain premises are requested to be removed from the BCA's definition of "Site" (the "BCA Amendment").

IT IS HEREBY:

RESOLVED, that the BCA Amendment is approved; and be it further

RESOLVED, that Frank A. Chinnici, in his capacity as the manager of UPAL, LLC, acting as the general partner of the Partnership is hereby authorized, empowered and directed to execute and deliver the BCA Amendment and all amendments thereto and to do all such other and further acts and things as in his sole opinion may be necessary to authorize the BCA Amendment for and on behalf of the Partnership and to cause the Partnership to become a party to the BCA Amendment in the manner contemplated therein; and be it further


RESOLVED, that the execution and delivery of the BCA Amendment and all amendments thereto, by Frank A. Chinnici, in his capacity as the manager of UPAL, LLC acting as the general partner of the Partnership, shall be sufficient to bind the Partnership thereto without the necessity of any further signature, act or action by any other person.

THE THREE HILL FAMILY LLC
~~HILL FAMILY LLC (Limited Partner)~~

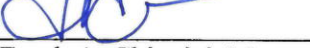
By: _____ Dated: May 8, 2015
Robert Hill, Manager

LEGACY SOUTH CAMPUS, L.P. (Limited Partner)

By: UPAL, LLC (General Partner)

By:  Dated: May 8, 2015
Frank A. Chinnici, Manager

UPAL, LLC (General Partner)

By:  Dated: May 8, 2015
Frank A. Chinnici, Manager

**UNANIMOUS WRITTEN CONSENT OF SOLE GENERAL
PARTNER AND LIMITED PARTNERS OF LEGACY UPAL, L.P.**

The undersigned, being all of the limited partners and the sole general partner of Legacy UPAL, L.P. (the "Partnership") hereby adopt the following resolutions as and for the resolutions of the Partnership in the place and in the stead of a special meeting of the limited and general partners of the Partnership:

WHEREAS, Legacy LaSalle, LLC is a party to the Legacy LaSalle Avenue Site Brownfields Cleanup Agreement (DEC Index No. C915283-05-14 (the "BCA") which governs the remediation and redevelopment of the Legacy LaSalle Avenue Site, located at 89 LaSalle Avenue, Buffalo, NY (the "Site"); and

WHEREAS, the Partnership has an interest in the Site such that it is in the best interests of the Partnership to become a party to the BCA; and

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~~THE THREE HILL FAMILY LLC~~
~~HILL FAMILY LLC (Limited Partner)~~

By:  Dated: May 8, 2015
Robert Hill, Manager

LEGACY SOUTH CAMPUS, L.P. (Limited Partner)
By: UPAL, LLC (General Partner)

By: _____ Dated: May __, 2015
Frank A. Chinnici, Manager

UPAL, LLC (General Partner)

By: _____ Dated: May __, 2015
Frank A. Chinnici, Manager

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on August 29, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

140828000 392

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LEGACY SOUTH CAMPUS, L.P.

Under Section 121-201 of the Revised Limited Partnership Act

FIRST: The name of the limited partnership is:

LEGACY SOUTH CAMPUS, L.P.

SECOND: The county within this state in which the office of the limited partnership is to be located is:

ERIE

THIRD: The Secretary of State if designated as agent of the limited partnership upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the limited partnership is:

LEGACY SOUTH CAMPUS, L.P., 250 Ramsdell Ave., Buffalo, NY 14216

FOURTH: The name and business or residence street address of each general partner is:

UPAL, LLC, 250 Ramsdell Ave., Buffalo, NY 14216

FIFTH: The latest date on which the limited partnership is to dissolve is:

December 31, 2099

UPAL, LLC

By: Frank A. Chinnici, Manager

392

CERTIFICATE OF LIMITED PARTNERSHIP
OF
LEGACY SOUTH CAMPUS L.P.

Under Section 121-201 of the Revised Limited Partnership Act

Filed by: The Garas Law Firm, LLP
438 Main St., Suite 201
Buffalo, NY 14202

2014 AUG 28 PM 3:17
FILED

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED AUG 28 2014

TAXS

BY:

RECEIVED

2014 AUG 28 AM 11:02

410

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 23, 2015.

Selected Entity Name: LEGACY SOUTH CAMPUS, L.P.

Selected Entity Status Information

Current Entity Name: LEGACY SOUTH CAMPUS, L.P.

DOS ID #: 4628615

Initial DOS Filing Date: AUGUST 28, 2014

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED PARTNERSHIP

Current Entity Status: ACTIVE

Selected Entity Address Information

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

LEGACY SOUTH CAMPUS, L.P.
250 RAMSDELL AVE
BUFFALO, NEW YORK, 14216

Registered Agent

NONE

***Stock Information**

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

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 28, 2014	Actual	LEGACY SOUTH CAMPUS, L.P.

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

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

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[Policy](#) | [Disclaimer](#) | [Return to DOS Homepage](#) | [Contact Us](#)

**UNANIMOUS WRITTEN CONSENT OF SOLE GENERAL
PARTNER AND LIMITED PARTNERS OF LEGACY SOUTH CAMPUS, L.P.**

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Frank A. Chinnici (Limited Partner)

Dated: May __, 2015

Frank Egan (Limited Partner)

Dated: May 1, 2015

UPAL, LLC (General Partner)

By: _____
Frank A. Chinnici, Manager

Dated: May __, 2015

**UNANIMOUS WRITTEN CONSENT OF SOLE GENERAL
PARTNER AND LIMITED PARTNERS OF LEGACY SOUTH CAMPUS, L.P.**

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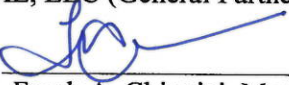
Frank A. Chinnici (Limited Partner)

Dated: May 8, 2015

Frank Egan (Limited Partner)

Dated: May __, 2015

UPAL, LLC (General Partner)

By: 

Frank A. Chinnici, Manager

Dated: May 8, 2015

EXHIBIT B



Form of Access Indemnification and Insurance Agreement

May 7, 2014

City of Buffalo
Office of Strategic Planning
Christie R. Nelson
Director of Real Estate
65 Niagara Square, Rm. 905 City Hall
Buffalo, New York 14202

RE: Access to 71 NYL and W RR ("Property"), Buffalo, New York for the purpose of investigating the Property in preparation for construction of a residential community ("Project") and the undersigned's indemnification of the City of Buffalo ("City") generally in connection with the Project at the Property and the undersigned's indemnification of the City of Buffalo in connection with related work to be performed in and around the Property.

Dear Ms. Nelson:

Legacy LaSalle LLC (the "Contractor") must perform an environmental investigation ("Due Diligence") at the above listed Property in the City and is requesting access to the Property for this purpose. The City is willing to allow use of the Property for this purpose, on the condition that the Contractor provides the City with an indemnification and with evidence of certain types of insurance Coverage.

In connection with the Project, the Contractor shall and does hereby indemnify and save harmless (and agrees to defend) the City, its officers and employees from all claims, suits, actions, damages, losses and costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting in any degree or manner whatsoever from or in connection with the Contractor's activities and/or in connection with the Contractor's Project related activities and/or resulting, from the negligence or carelessness, active or passive, of the Contractor, or the joint negligence, active or passive of the Contractor and others, or of the Contractor and his, its, or their employees, agents, or sub-contractors, in the performance of the Project and/or in connection with the Project or in connection with the delivery and/or installation and operation of equipment, materials and/or supplies or otherwise. This indemnification is without limit.

250 Ramsdell Ave • Buffalo NY 14216

Tel: 716-689-3300 Fax: 716-639-0893

www.LegacyDev.com

Contractor shall and does hereby agree to defend, indemnify and hold harmless the City, its and their agents, officers, servants and/or employees for all claims or losses for personal injury involving employees of the Contractor or persons working for the Contractor or any sub-contractor or supplier or any third parties injured during the performance of the Project, events related to the Project, or under this contract.

This letter agreement and the effectuation of the indemnification hereunder is intended to be accompanied and facilitated by the Contractor's provision to the City of evidence of various types of insurance coverage as set forth below.

This letter of agreement shall be voided and of no effect unless the Contractor shall provide the City with proof of Workman's Compensation Insurance for the benefit of, and keep insured during the life of the Project work, such employees as are necessary to be insured in compliance with the provisions of the Workmen's Compensation Law of the State of New York on the New York form. The Contractor shall also provide evidence of disability insurance coverage on the New York form.

In furtherance of the foregoing, the Contractor shall also provide evidence of general liability, automobile¹, disability and worker's compensation insurance coverage naming City as an additional insured in the case of general liability and automobile liability insurance (specifying the scope of the allowed access and work objective) and as certificate holder for each type of insurance coverage. Said insurance coverage shall be maintained for the duration of this Agreement in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries or death sustained by two or more persons in any one accident and not less than Three Hundred Thousand Dollars (\$300,000.00) for property damage; to protect City, its agents and employees from any and all claims and damages for personal injuries, or death, or from damage to any property owned by City of land or property otherwise privately or publicly owned, arising from any cause resulting from or proximately caused by Developer's, its agents, consultants or contractors entrance upon and/or work performed by or for Developer pursuant to this Section.

The Contractor shall furnish appropriate certificates of insurance at the time of execution of this letter agreement.

The City shall be named as certificate holder and as an additional insured under the general liability coverage (with the Project being described in the description of operations box of the certificate of insurance) including a reference to the Project the automobile liability insurance coverage (any auto) as well as under any excess/umbrella liability coverage. The City shall be named as certificate holder on a certificate of insurance (on the New York form) evidencing worker's compensation insurance coverage and disability insurance (on the New York form).

The Contractor shall not look to the City for any additional payment whatsoever in connection with the Project. Notwithstanding anything contained herein to the contrary, the Contractor shall

¹ Legacy LaSalle LLC does not own any automobiles and Legacy LaSalle LLC or its employees will not enter the Property via automobile. As such, no automobile liability coverage or related documentation will be provided.

not access the Project site property for any purpose unless the City shall have issued a written notice to proceed and an employee of the Office of Strategic Planning, Division of Real Estate must meet the Contractor at the site and open the doors for access. City reserves the right to terminate the access in the City's sole discretion at any time and the Contractor shall have no recourse to the City in such event.

The Contractor agrees to restore the property to as good a condition as the Contractor found it and agrees to clean up the Project site after completion of the Project, if necessary.

(Signature of Authorized Personnel on Behalf of Contractor)

By: [Signature]
Frank A. Council, Member

5-7-14
Date

Accepted and agreed to by the City of Buffalo through its Office of Strategic Planning

By: [Signature]
Christie R. Nelson, Director of Real Estate

5-13-14
Date

Doc #01-2774638.1

APPROVED
AS TO FORM ONLY

[Signature]
Corporation Counsel
By [Signature] 5.12.14

EXHIBIT C

Exhibit C

**Legacy LaSalle LLC - 89 LaSalle Avenue Site Application to Amend BCA
Summary of Tax Parcels currently comprising the Site**

Parcel	Current Owner	County SBL	Notes
67 LaSalle	Legacy LaSalle LLC	79.70-2-18	
89 LaSalle	Legacy LaSalle LLC	79.70-2-11	
	Legacy LaSalle LLC	79.20-2-17	
71 NY L&W RR	City of Buffalo	79.70-2-16.11	Legacy has designated developer status for this parcel from the City of Buffalo, and is in the process of purchasing this parcel from the City of Buffalo.

**Summary of Tax Parcels from which 18' foot portion is to be removed
pursuant to Application to Amend BCA**

Parcel	Current Owner	County SBL	Notes
89 LaSalle	Legacy LaSalle LLC	79.20-2-17	Specifically, the portion of this tax parcel which abut Lots 8-13 on William Price Parkway.
71 NY L&W RR	City of Buffalo	79.70-2-16.11	Specifically, the portion of this tax parcel which abuts Lots 14-16 on William Price Parkway.

For a visual representation of the 18' foot portion that Legacy LaSalle proposes to remove from the Legacy LaSalle BCA, please refer to Exhibit D to Application to Amend Legacy LaSalle Avenue Site Brownfield Cleanup Agreement.

Suggested Legal Description of Removed Portion

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie, State of New York, and being part of Lot 46, Township 11, Range 8 of the Holland Land Company Survey (so-

called), bounded and described as follows:

BEGINNING AT the northeast corner of Subdivision Lot 8 as shown on a map for Main-Lasalle Place, Ph. 1 Subdivision as filed in the Erie County Clerk's Office under Map Cover No. 3051;

RUNNING THENCE: Easterly, along the easterly extension of the north line of Subdivision Lot 8, a distance of 18.01 feet to a point;

RUNNING THENCE: S-19E-11'-13"-E, parallel with the east line of said Main-Lasalle Place, Ph. 1 Subdivision, a distance of 356.19 feet to an angle point therein;

RUNNING THENCE: S-34E-43'-47"-E, parallel with the east line of said Main-Lasalle Place, Ph. 1 Subdivision, a distance of 50.96 feet to an angle point therein;

RUNNING THENCE: S-48E-25'-21"-E, parallel with the east line of said Main-Lasalle Place, Ph. 1 Subdivision, a distance of 46.91 feet to an angle point therein;

RUNNING THENCE: S-60E-59'-45"-E, parallel with the east line of said Main-Lasalle Place, Ph. 1 Subdivision, a distance of 56.49 feet to an angle point;

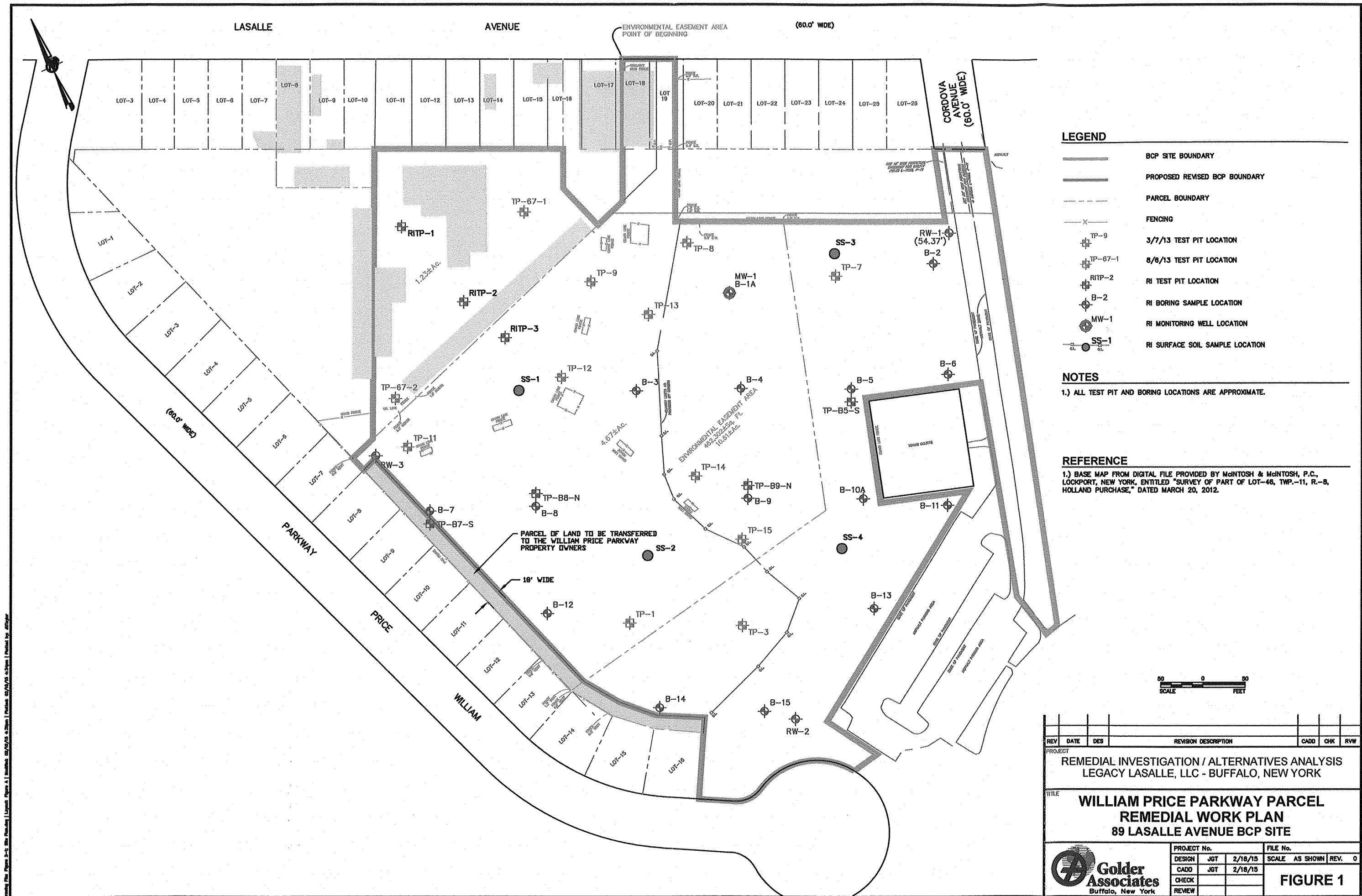
RUNNING THENCE: S-28E-00'-01"-W, a distance of 18.0 feet to the southeast corner of Subdivision Lot 16 as shown on a map for Main-Lasalle Place, Ph. 1 Subdivision;

RUNNING THENCE: The following four (4) courses and distances along the east line of said Main-Lasalle Place, Ph. 1 Subdivision:

- 1) N-60E-59'-45"-W, a distance of 58.79 feet to a point;
- 2) N-48E-25'-21"-W, a distance of 51.05 feet to a point;
- 3) N-34E-43'-47"-W, a distance of 55.58 feet to a point;
- 4) N-19E-11'-13"-W, a distance of 358.10 feet to the POINT OR PLACE OF BEGINNING, be the same, more or less.

SUBJECT to easements, rights-of-way and restrictions of record.

EXHIBIT D



Drawing File: Figure 1-1 Site Remediation | Layout: Figure 1 | Date: 02/18/15 4:30pm | Created: 02/18/15 4:30pm | Modified by: JGT



April 15, 2015

Project No. 1400657

Mr. Frank A. Chinnici
Legacy Development
250 Ramsdell Avenue
Buffalo New York 14216

**RE: WILLIAM PRICE RESIDENCE BACKYARD PARCELS ADJACENT TO 89 LASALLE AVE
BROWNFIELD CLEANUP SITE
REVISED PROPOSED REMEDIAL WORK PLAN (APRIL 2015)**

Dear Mr. Chinnici:

As requested, Golder Associates (Golder) has prepared this proposed Work Plan for enhanced remedial activities proposed on an eighteen (18) foot wide parcel of land ("Land") currently owned by Legacy LaSalle LLC ("Legacy") and running the length of adjacent residential properties located at 72, 78, 84, 90, 96, 102, 108, 118 and 126 William Price Parkway ("WPP Parcels") in the City of Buffalo, New York. Pursuant to a Contract for Sale of Land for Private Development between the City of Buffalo and Legacy, after remediating the Land, Legacy must grant each of the owners of the WPP Parcels an exclusive use easement on the Land which will be used by the owners of the WPP Parcels to enlarge their backyards. The Land is currently included as a contiguous portion on the western side of the approved Brownfield Cleanup Agreement parcel for Site C915283 ("BCA Site"). Figure 1 (attached) highlights the location of the Land relative to the BCA Site and the WPP Parcels.

After discussions with the City of Buffalo, Legacy has proposed an outright unrestricted transfer of the Land to the owners of the WPP Parcels rather than an exclusive use easement with the Land continuing to be owned by Legacy. In order to effectuate this unrestricted transfer of the Land to the owners of the WPP Parcels, the Land will have to be removed from the BCA Site. Legacy is proposing to do so and conduct enhanced remedial measures which go beyond the scope of remedial activities under consideration for the BCA Site. This Work Plan was prepared to provide a detailed description of the proposed remedial measures that Legacy will undertake on the Land prior to their transfer of the Land to the nine adjacent property owners of the WPP Parcels. The proposed remedial approach has specifically been developed to achieve a higher level of cleanup than required for the adjacent restricted residential cleanup track (Track 4) that is in the process of being approved by the New York State Department of Environmental Conservation ("NYSDEC") for the BCA Site under the Brownfield Cleanup Program ("BCP").

1.0 REMEDIAL INVESTIGATION BACKGROUND

As required under the BCP, Legacy has conducted a Remedial Investigation ("RI") of the BCA Site (inclusive of the Land). The initial RI performed in June 2014 included collection of soil samples from three (3) boring locations (B-7, B-12 and B-14) that were proximate to but not within the footprint of the Land (refer to Figure 1).

Table 1 summarizes the compounds at the three boring locations proximate to the Land that exceeded the NYSDEC's Restricted Residential Soil Cleanup Objectives ("SCOs") which were used as the evaluation criteria during completion of the RI-Alternatives Analysis Report for the proposed remedial approach (i.e., Track 4, Restricted Residential) for the BCA Site. At the three sample locations the contaminants summarized in Table 1 below were detected above the Restricted Residential and

Golder Associates Inc.
2430 N. Forest Road, Suite 100
Getzville, NY 14068 USA

Tel: (716) 204-5880 Fax: (716) 204-5878 www.golder.com

Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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Unrestricted Soil Cleanup Objectives ("SCOs"). For comparison purposes, the Unrestricted Use SCOs [Part 375, Table 375-6.8(a)] are provided in Table 1.

TABLE 1

Boring Location	Compound	Sample Concentration (PPM)	Residential Soil Cleanup Objective [6NYCRR Part 375, Table 375-6.8(b)]	Unrestricted Soil Cleanup Objective [6NYCRR Part 375, Table 375-6.8(a)]
B-7	Lead	4220	400	63
B-12	Benzo[a]anthracene	1.3	1	1
	Benzo(b)fluoranthene	1.2	1	1
	Benzo(k)fluoranthene	1.1	1	0.8
	Chrysene	1.5	1	1
	Indeno[1,2,3-cd]pyrene	1.0	0.5	0.5
B-14	Lead	605	400	63

Based on the high concentration of lead detected at the boring B-7 location during the initial June 2014 investigation, a supplemental test pit investigation was performed in November 2014. Four test pits were performed in each compass direction oriented around the boring location B-7. Field instrument screening was used to select two additional samples for analysis of lead where the instrumentation indicated the highest readings were obtained. The samples were collected from the south test pit at depths of 0-2 feet and 2-4 feet below grade surface. The results for both samples were below the restricted residential SCO for lead of 400 ppm which was the SCO criteria used for evaluation of the BCA Site impacts and no further investigation was performed at this location.

Since the concentrations of contaminants detected at Boring locations B-12 and B-14 were only marginally above the restricted residential SCOs, further investigation of these areas was not requested by the NYSDERC or performed beyond the initial borings.

2.0 PROPOSED SCOPE OF WORK

The proposed scope of work presented here is intended to achieve a level of remediation consistent with planned future backyard residential use of the Land and will be more extensive than the proposed remedy required on the adjacent BCA Site.

Golder Associates will perform oversight and documentation of all work performed to ensure that the requirements of this Work Plan have been achieved during the performance of the work.

The following tasks will be performed for the parcel remediation:

- A Site-specific Health and Safety Plan will be prepared prior to commencement of the remedial activities that will identify all safety related measures to be implemented and observed during performance of the work;
- Excavation and removal of all soil/fill materials to a depth of four (4) feet across the entire area of the Land (refer to the shaded area on Figure 1). All excavated soil/fill will be either a) redistributed to the larger BCA Site as a function of its site grading work or b) placed directly into trucks or roll-off boxes for transfer to an approved and permitted off-site disposal facility if the material is in excess of that needed to balance the BCA Site. It is anticipated based on the supplemental test pit investigation findings that the excavation at the north end of the Land will encounter bedrock prior to reaching 4 feet in total depth and in that case all soil/fill will be removed to bedrock. As the excavation progresses

south and the soil/fill depth increases, the 4 foot maximum excavation depth will be maintained;

- If direct loading of excavated materials into trucks or roll-off boxes cannot be performed for any reason, the excavated soil/fill will be staged/stockpiled on a layer of heavy duty poly sheeting and bermed/anchored as necessary to capture and contain excavation spoils. As soon as feasible these stockpiled materials will be transferred to vehicles for off-site disposal.
- All excavated materials will be observed by Golder during removal for visual or olfactory evidence of impacts associated with contaminants (e.g., staining, organic odors, etc.). If any evidence of contamination is observed, a Golder representative will direct these spoils to be placed in a separate, segregated stockpile on 40-mil polyethylene sheeting. A Golder representative will collect samples of these spoils for analysis and waste profiling/disposal purposes. Segregated impacted spoils will be covered with poly sheeting until permitted disposal has been arranged based on the results of sample analysis and completion of waste profiling activities. Disposal arrangements and manifesting will be performed by Legacy, if necessary;
- Upon completion of the excavation, composite soil samples will be collected from the floor of the excavation on each of the nine parcels unless all soil/fill has been removed to bedrock at a parcel because bedrock is less than four feet below grade – at those locations sampling will not be performed. The samples will be analyzed for TCL semi-volatile organic compounds (SVOCs) and lead TAL metals. The samples will document the residual concentrations remaining prior to the backfilling of the excavation;
- If any of the individual parcel test results reveal exceedances of the DEC's residential cleanup standards, a notice will be placed on the deed for that particular parcel that the site has been remediated to a depth of four feet; that there is a geotextile fabric demarcating the depth of remediation; that post-remedial tests revealed that the soil below the geotextile fabric exceeds DEC residential cleanup standards and that in the event that the parcel owner excavates on the parcel below a depth of four feet, appropriate soil management, handling and disposal will be required;
- At the conclusion of sampling, a layer of 6 ounce geotextile fabric (or equivalent) will be placed across the bottom of the excavation to act as a demarcation layer between the final subgrade and the clean backfill. The geotextile will not be placed on top of bedrock if the bottom of the excavation encounters bedrock prior at depths less than four feet below grade;
- Backfilling of the excavation will be done with clean imported backfill. All imported soils will meet the backfill and cover soil quality standards for imported soils established in 6NYCRR 375-6.7(d). For this Site where residential use is the planned and anticipated future use, imported backfill will meet lower of the protection of groundwater or protection of public health for residential soil cleanup objectives as set forth in Table 375-6.8(b) [6NYCRR Part 375-6.7] Soils that meet 'exempt' fill requirements under 6 NYCRR Part 360, but do not meet backfill or cover soil objectives for this site, will not be imported onto the site without prior approval by NYSDEC. All imported material will be sampled and tested in accordance with the recommendations of DER-10 (Section 5.4 (e)). All backfill will be placed in approximately one foot lifts and machine compacted. All backfill shall be placed and compacted to at least 90% of the maximum dry density as determined by the Standard Proctor test (ASTM D1557) to prevent settling. A minimum of four density tests will be performed per lift to document the required compaction has been achieved;
- A final lift of backfill will consist of 6-inches of clean, imported topsoil meeting the same soil quality standards as specified above for imported fill, the topsoil will be shredded and screened and mechanically raked to remove rocks and debris greater than 1-inch in diameter and to meet the adjacent backyard parcel elevations; and

- Seeding of the area will be performed using a final grass seed and mulch mix acceptable to the City and the owners of the WPP Parcels.

Based on historic site investigation and recent test pit observations performed adjacent to the Land, it is anticipated that groundwater will not be encountered at the planned depth of the excavation (i.e., 4 feet below grade surface) during the remedial work and no pumping/dewatering of the excavation is proposed or planned as part of the work scope.

3.0 SCHEDULE

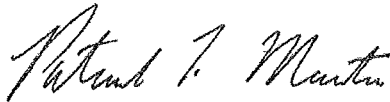
We estimate that approximately 2 weeks will be required to complete the proposed remediation and restoration work on the Land and recommend initiating work after May 1, 2015 to minimize impacts from spring weather and to enhance final restoration conditions (for topsoil placement and seeding).

4.0 PROJECT CLOSEOUT

Within one month of the completion of the work, Golder will prepare for Legacy a project closeout summary report containing a description of the work performed, inspection notes, a photo log and copies of sample analytical reports and waste disposal records, if necessary, based on the final disposition of excavated materials.

Please contact us at 716-204-5880 if you have any questions or comments concerning this proposed Work Plan.

GOLDER ASSOCIATES INC.



Patrick T. Martin, P.E.
Associate & Senior Consultant

cc: Adam Walters, Phillips Lytle LLP

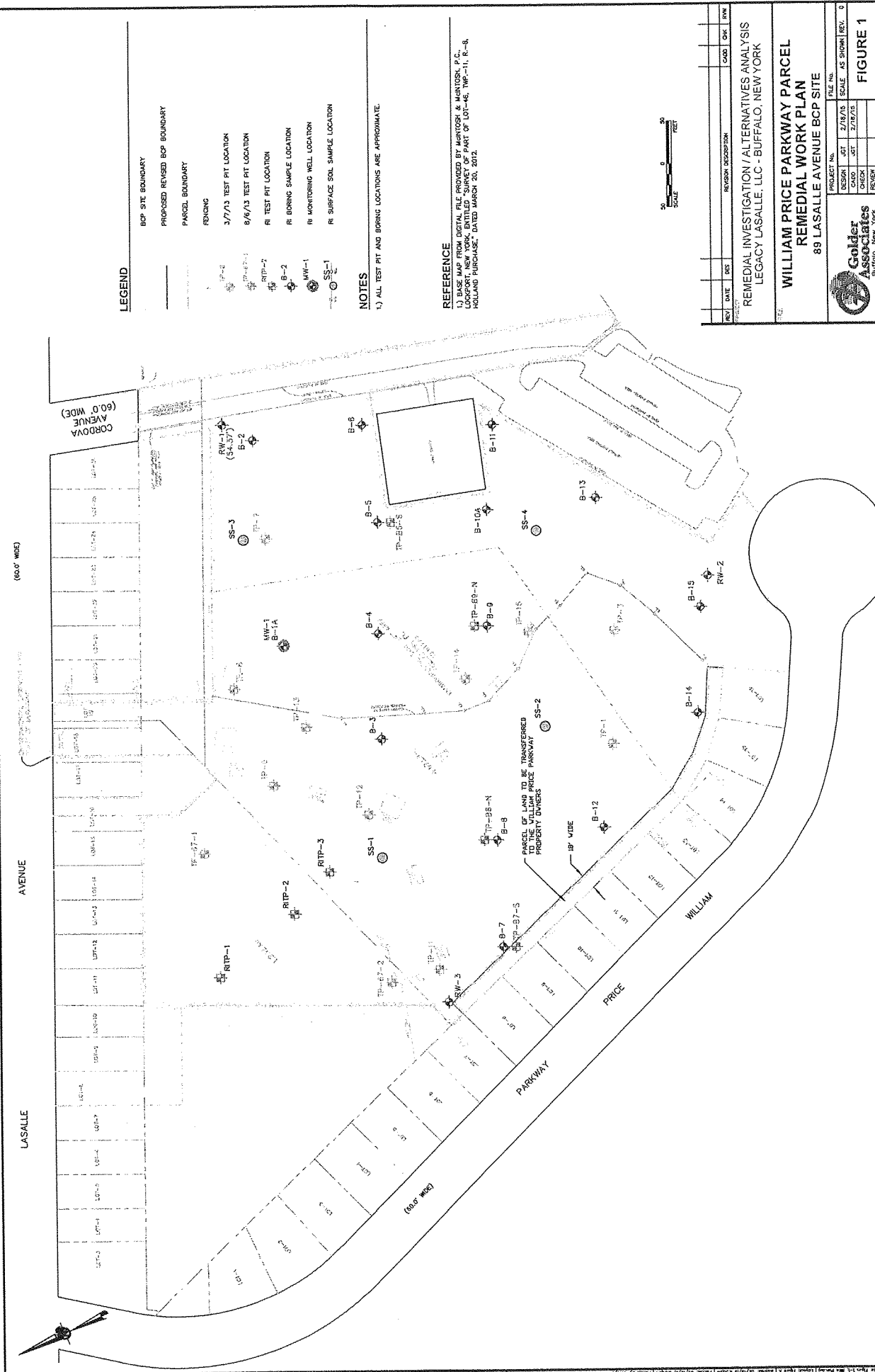


EXHIBIT E



June 12, 2015

Kelly Lewandowski
Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233

Patrick Foster, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
270 Michigan Avenue
Buffalo, New York 14203

Re: Proof of Access to Legacy LaSalle Avenue Site (Index No. C915283-05-14)

Dear Sir and Madam:

On behalf of Legacy LaSalle, LLC, I hereby grant Legacy UPAL, L.P. and Legacy South Campus, LLC, their agents, contractors and representatives, unrestricted access to the Legacy LaSalle Avenue Site, located at 89 LaSalle Avenue, Buffalo, N.Y. ("Site"). Unrestricted access is granted by Legacy LaSalle L.L.C. to Legacy UPAL L.P. and Legacy South Campus, L.L.C., their agents, contractors and representatives, for the duration of the Site brownfield project, as described in the Site's Brownfield Cleanup Agreement (Index No. C915283-05-14) and related documents.

Very Truly Yours

LEGACY LASALLE, LLC

By: 
Frank A. Chinnici, Manager