

NEW ISSUE—BOOK-ENTRY ONLY

RATINGS: Fitch: “A-” (Stable outlook)
 Moody’s: “Baa1” (Stable outlook)
 (See “RATINGS.”)

In the opinion of Barclay Damon, LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions and assuming continuing compliance with certain covenants described herein, and the accuracy of certain representations by the Issuer, the Carousel Owner and the Expansion Owner, interest on the Series 2016A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), except that no opinion is expressed as to such exclusion of interest on any Series 2016A Bond for any period during which such Series 2016A Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a “substantial user” of the facilities refinanced with the proceeds of the Series 2016A Bonds or a “related person.” Bond Counsel is also of the opinion that such interest is treated as a preference item for purposes of calculating the federal alternative minimum tax imposed under the Code with respect to individuals and corporations. Bond Counsel is further of the opinion that interest on the Series 2016A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York). See “TAX MATTERS” herein.

\$198,940,000

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A
(Carousel Center Project)

Dated: Date of Delivery**Due: January 1, as shown on the inside front cover**

The City of Syracuse Industrial Development Agency Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) (the “Series 2016A Bonds”) are special obligations of the City of Syracuse Industrial Development Agency (the “Issuer”), the principal of, premium, if any, and interest on which are payable solely out of and secured by (i) revenues of the Issuer derived and to be derived from certain payments in lieu of real property taxes (the “Carousel Center PILOT Payments”) to be made or required to be made by Carousel Center Company L.P., a New York limited partnership (together with permitted successors and assigns, the “Carousel Owner”) with respect to the portion of the Destiny USA shopping mall formerly known as Carousel Center (the “Carousel Center”) made under a Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2005, as amended, among the Issuer, the Carousel Owner, DestiNY USA Holdings LLC (together with permitted successors and assigns, the “Expansion Owner”) and the City of Syracuse, New York (the “City”), acting by and through its Mayor and Common Council (as amended, the “PILOT Agreement”); (ii) certain funds and accounts held by Manufacturers and Traders Trust Company, as PILOT trustee (the “PILOT Trustee”) under the PILOT Assignment and Escrow Agreement, dated as of December 31, 2005, as amended, among the Issuer, the PILOT Trustee, Manufacturers and Traders Trust Company, as bond trustee (the “Bond Trustee”), the City and Onondaga County, New York (the “County”) (as amended, the “PILOT Assignment”); and (iii) certain funds and accounts held by the Bond Trustee under a Master Indenture of Trust, dated as of February 1, 2007, as supplemented, by and between the Issuer and the Bond Trustee (as further amended, supplemented or modified from time to time in accordance with its terms, the “Indenture”). The annual obligation of the Carousel Owner to make Carousel Center PILOT Payments will be evidenced by a separate note for each such year, each of which will be secured by a separate mortgage granted by the Carousel Owner and the Issuer encumbering their respective interests in the Carousel Center. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS” herein. The Carousel Center PILOT Payments and the Series 2016A Bonds are not subject to acceleration except upon certain events of bankruptcy of the Carousel Owner.

The Series 2016A Bonds are issued pursuant to (a) Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended, and Chapter 641 of the 1979 Laws of New York, as may be amended from time to time, and (b) the Indenture. Interest on the Series 2016A Bonds will accrue at the rates per annum set forth on the inside cover page hereof, will be computed on the basis of a 360-day year consisting of twelve 30-day months, and is payable each January 1 and July 1, commencing January 1, 2017.

The Issuer is offering the Series 2016A Bonds pursuant to this Official Statement. The Series 2016A Bonds are being issued to refund all of the Issuer’s PILOT Revenue Bonds, Series 2007A (Carousel Center Project) (the “Series 2007A Bonds”), to pay certain costs of issuance of the Series 2016A Bonds, and to fund the Tax-Exempt Account of the Debt Service Reserve Fund. The proceeds of the Series 2007A Bonds were used to pay for, or to reimburse companies affiliated with the Carousel Owner for the prior payment of, an expansion of the Carousel Center consisting of a portion of the Public Improvement Costs of the Public Parking Improvements, Public Infrastructure Improvements and Public Use Improvements related to the First Phase consisting of approximately 850,000 square feet of gross leasable area (the “Expansion Project”). Concurrently with the issuance of the Series 2016A Bonds, the Issuer will also issue and privately place its \$10,600,000 Taxable Refunding PILOT Revenue Bonds, Series 2016B (Carousel Center Project) (the “Series 2016B Bonds”) to pay certain costs of issuance of the Series 2016A Bonds and the Series 2016B Bonds, to pay certain redemption costs of the Series 2007A Bonds, and to fund a portion of the Taxable Account of the Debt Service Reserve Fund. Upon such issuance and refunding, the Series 2016A Bonds will be secured on a parity basis (except as described herein with respect to the Debt Service Reserve Fund, which is subject to certain limitations on the use of funds deposited therein) pursuant to the Indenture with the Series 2016B Bonds, and the Issuer’s \$97,648,352 PILOT Revenue Bonds, Taxable Series 2007B (Carousel Center Project) (the “Series 2007B Bonds”). The Series 2016A Bonds, the Series 2016B Bonds and the Series 2007B Bonds are collectively referred to herein as the “PILOT Bonds.” This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2016B Bonds nor shall there be any sale of the Series 2016B Bonds pursuant to this Official Statement.

The Series 2016A Bonds are not secured directly or indirectly by any interest in the Expansion Project or the revenues to be derived therefrom. Although the Carousel Owner and the Expansion Owner are indirectly under the common ownership and control of Pyramid Company of Onondaga, a New York general partnership (“PCO”), or entities owned directly or indirectly by PCO, the Carousel Owner has no direct interest in or control over the Expansion Project or the Expansion Owner. The Expansion Owner has no obligation to make payments to the Issuer with respect to the Carousel Center PILOT Payments or debt service on the PILOT Bonds, except with respect to insurance or condemnation proceeds derived from the Expansion Project which may, to the extent necessary to preserve the tax-exempt status of interest on the Series 2016A Bonds, be available to redeem the Series 2016A Bonds.

The Series 2016A Bonds will be issued in denominations of \$5,000 and any integral multiple thereof. The Series 2016A Bonds will be held initially in book-entry only form, registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2016A Bonds. Individual purchases of beneficial interests in the Series 2016A Bonds will be made in book-entry form under DTC’s book-entry only system. Purchasers of beneficial interests in the Series 2016A Bonds will not receive certificates representing their interests in the Series 2016A Bonds. So long as Cede & Co. is the registered owner of the Series 2016A Bonds, payments of principal of, premium, if any, and interest on the Series 2016A Bonds will be paid through the facilities of DTC. Disbursement of such payments to DTC participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial interests in the Series 2016A Bonds is the responsibility of DTC participants and indirect participants, as more fully described herein. See “THE SERIES 2016A BONDS—BOOK-ENTRY ONLY SYSTEM.”

None of the State of New York (the “State”), the County or the City will be obligated to pay the principal of the Series 2016A Bonds, the premium, if any, or interest thereon. Neither the faith and credit nor the taxing power of the State, the County or the City is pledged to the payment of the principal of, premium, if any, or interest on the Series 2016A Bonds. The Issuer’s obligations with respect to the Series 2016A Bonds are not general obligations of the Issuer but rather are special obligations of the Issuer payable from and secured by only the revenues of the Issuer derived and to be derived from the payment by the Carousel Owner of the Carousel Center PILOT Payments under the PILOT Agreement, the PILOT Assignment and the other sources described herein. The Issuer has no taxing power.

An investment in the Series 2016A Bonds involves certain risks as described herein. See “CERTAIN INVESTMENT RISKS.”

The Series 2016A Bonds are offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated (the “Underwriter”), subject to prior sale, when, as and if delivered to and accepted by the Underwriter, subject to the approval of the proceedings authorizing the Series 2016A Bonds, and certain other matters, by Barclay Damon, LLP, Bond Counsel. Certain legal matters will be passed upon for the Carousel Owner by Hawkins Delafield & Wood LLP, Richards Layton & Finger P.A. and Costello, Cooney and Fearon; for the Issuer by Barclay Damon, LLP; and for the Underwriter by Kutak Rock LLP. It is expected that the Series 2016A Bonds will be available for delivery through the services of DTC on or about October 19, 2016.

\$198,940,000
City of Syracuse Industrial Development Agency
Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A
(Carousel Center Project)

Maturity (January 1)	Principal Amount	Interest Rate	Yield	CUSIP*
2018	\$ 55,000	3.000%	1.410%	87172NAN8
2019	\$ 45,000	3.000%	1.660%	87172NAP3
2020	\$ 40,000	3.000%	1.850%	87172NAQ1
2021	\$ 30,000	3.000%	2.020%	87172NAR9
2022	\$ 25,000	3.000%	2.150%	87172NAS7
2023	\$ 20,000	3.000%	2.280%	87172NAT5
2024	\$ 5,000	3.000%	2.440%	87172NAU2
2028	\$ 4,455,000	5.000%	2.870% ^C	87172NAV0
2029	\$ 17,865,000	5.000%	2.930% ^C	87172NAW8
2030	\$ 19,885,000	5.000%	3.020% ^C	87172NAX6
2031	\$ 22,050,000	5.000%	3.080% ^C	87172NAY4
2032	\$ 24,370,000	5.000%	3.140% ^C	87172NAZ1
2033	\$ 26,850,000	5.000%	3.190% ^C	87172NBA5
2034	\$ 29,510,000	5.000%	3.220% ^C	87172NBB3
2035	\$ 32,355,000	5.000%	3.260% ^C	87172NBC1
2036	\$ 21,380,000	5.000%	3.300% ^C	87172NBD9

^C Priced to January 1, 2026 par call date.

* "CUSIP" is a registered trademark of the American Bankers Association. CUSIP numbers have been assigned by S&P Global Inc.'s CUSIP Service Bureau, an independent company not affiliated with the Issuer, and are included solely for the convenience of the holders of the Series 2016A Bonds. None of the Issuer, the Carousel Owner, the Expansion Owner or the Underwriter is responsible for the selection or uses of the CUSIP numbers, nor is any representation made as to their correctness on the Series 2016A Bonds or as indicated above.



Photo of Destiny USA. The Carousel Center is the multi-level structure in the foreground of the photo. The Expansion Project is the primarily white structure immediately to the rear of the Carousel Center in the photo.

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NOTICES

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MIGHT OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2016A Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

The Underwriter has provided the following sentence for inclusion in this Official Statement: “The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.” The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information provided herein since the date hereof.

CUSIP numbers have been assigned by S&P Global Inc.’s CUSIP Service Bureau, an independent company not affiliated with the Issuer, and are included solely for the convenience of the Holders of the Series 2016A Bonds. None of the Issuer, the Carousel Owner, the Expansion Owner or the Underwriter is responsible for the selection or uses of the CUSIP numbers, nor is any representation made as to their correctness on the Series 2016A Bonds or as indicated above.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, including in the Appendices hereto and in any other information provided by the Issuer, the Carousel Owner, the Expansion Owner, the affiliates of the Carousel Owner, the affiliates of the Expansion Owner or other parties to the transactions described herein, that are not purely historical are forward-looking statements. Such forward-looking statements can be identified, in some cases, by terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “illustrate,” “example,” and “continue,” or the singular, plural, negative or other derivations of these or other comparable terms. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to such parties on the date hereof, and none of the Issuer, the Carousel Owner, the Expansion Owner, the affiliates of the Carousel Owner, the affiliates of the Expansion Owner or other parties to the transactions described herein assume any obligation to update any such forward-looking statements. The Carousel Owner’s actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in geopolitical, military, social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners, competitors, and legislative, judicial, and other governmental authorities and officials. Accordingly, actual results may vary from the projections, forecasts and estimates contained in this Official Statement and such variations may be material, which could affect the Carousel Owner’s ability to fulfill some or all of its obligations under the PILOT Agreement or the other agreements to which the Carousel Owner is a party.

Some important factors that could cause actual results to differ materially from those in any projections, forecasts and estimates contained herein include market conditions, war, military action, natural disasters and changes in general economic conditions (whether local, national, international or otherwise). Consequently, the inclusion of projections, forecasts and estimates herein should not be regarded as a representation by any party of the results that will actually be achieved.

None of the Issuer, the Carousel Owner the Expansion Owner, the affiliates of the Carousel Owner, the affiliates of the Expansion Owner or any other entity that has provided information for this Official Statement has any obligation to update or otherwise revise any projections, forecasts and estimates, including any revisions to reflect changes in conditions or circumstances arising after the date of this Official Statement, or to reflect the occurrence of unanticipated events. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive,

and market conditions or future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Issuer, the Carousel Owner, the Expansion Owner, the affiliates of the Carousel Owner, the affiliates of the Expansion Owner and any other entity that has provided information for this Official Statement. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate. New factors emerge from time to time and it is not possible for the Issuer, the Carousel Owner, the Expansion Owner, the affiliates of the Carousel Owner, the affiliates of the Expansion Owner and other parties to the transactions described herein to predict all of such factors. Furthermore, the Issuer, the Carousel Owner, the Expansion Owner, the affiliates of the Carousel Owner, the affiliates of the Expansion Owner and other parties to the transactions described herein cannot assess the impact of each such factor on its business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

**CAUTIONARY NOTICE REGARDING DISCLOSURE CONCERNING THE EXPANSION PROJECT,
THE EXPANSION OWNER AND THE MANAGER**

Revenues of the Carousel Owner only (and not revenues of the Expansion Owner or the Manager) are the only source to make Carousel Center PILOT Payments that secure the Series 2016A Bonds. Information is included in this Official Statement relating to the Expansion Owner, the Manager and the Expansion Project, in addition to information relating to the Carousel Owner and the Carousel Center, to provide assistance to potential investors in making an investment decision with respect to the Carousel Center, the Carousel Owner and the Series 2016A Bonds. Revenues or other assets of the Expansion Owner or the Manager are not available for making payments, except with respect to insurance and condemnation proceeds derived from the Expansion Project which may, to the extent necessary to preserve the tax-exempt status of interest on the Series 2016A Bonds, be available to redeem the Series 2016A Bonds, or otherwise pledged to make Carousel Center PILOT Payments or payments with respect to the Series 2016A Bonds, and the Expansion Project is not pledged as security for making Carousel Center PILOT Payments or payments with respect to the Series 2016A Bonds, and such information is not intended to imply anything to the contrary.

The Carousel Owner has used information in this Official Statement derived from sources which it believes to be reliable, including from the Expansion Owner and the Manager, but no such source, including the Expansion Owner and the Manager, assumes any responsibility for the accuracy or the relevance of any such information, except as expressly stated otherwise herein. Neither the Expansion Owner nor the Manager accepts responsibility for any information relating to it or its operations that may be provided in this Official Statement.

No dealer, broker, salesman, or other person has been authorized by the Issuer, the Carousel Owner or the Underwriter to give any information or to make any representation other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer, the Carousel Owner or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2016A Bonds, by a person in any jurisdiction in which it is unlawful for such person to make such an offer or solicitation or sale.

Prospective purchasers should rely only upon the information provided in this Official Statement or incorporated in this Official Statement by reference. Neither the Issuer nor the Carousel Owner has authorized anyone to provide different information. Prospective purchasers should not assume that the information in this Official Statement, including any information incorporated by reference, is accurate as of any date other than that on the front cover of this Official Statement or such other date as expressly set forth herein.

SUMMARY STATEMENT

The following summary is qualified in its entirety by reference to more detailed information appearing elsewhere in this Official Statement, including the cover page and Appendices hereto (this “Official Statement”), and by each of the documents referenced herein. For definitions of certain capitalized terms used but not otherwise defined herein, see “APPENDIX A—MASTER GLOSSARY.”

Development of the Carousel Center and

Destiny USA.....The portion of the Destiny USA shopping mall formerly known as Carousel Center (the “Carousel Center”) located in the City of Syracuse, New York (the “City”) was initially constructed in 1990 and expanded in 1994 by 100,000 square feet with the addition of Lord & Taylor (as defined below). In 2000, Carousel Center Company L.P., a New York limited partnership (together with permitted successors and assigns, the “Carousel Owner”) proposed a plan for the expansion of Carousel Center to the City, the County of Onondaga, New York (the “County”) and the City of Syracuse Industrial Development Agency (the “Issuer”) that contemplated the development and construction in phases of up to 3.25 million additional square feet of gross leasable area (“GLA”) consisting of additional commercial buildings and related improvements. In 2007, the Issuer issued its \$228,085,000 PILOT Revenue Bonds, Series 2007A (Carousel Center Project) (the “Series 2007A Bonds”) and its \$97,648,352 PILOT Revenue Bonds, Taxable Series 2007B (Carousel Center Project) (the “Series 2007B Bonds” and, together with the Series 2007A Bonds, the “Series 2007 Bonds”) to finance a portion of the Public Improvement Costs of the Public Parking Improvements, Public Infrastructure Improvements and Public Use Improvements related to the First Phase consisting of approximately 850,000 square feet of GLA (the “Expansion Project,” more fully described herein). The Series 2007 Bonds are secured by scheduled payments in lieu of taxes required to be made by the Carousel Owner to the Issuer with respect to the Carousel Center (the “Carousel Center PILOT Payments”). Construction of the Expansion Project was completed in 2012. Following completion of the Expansion Project, the Expansion Owner declared the Expansion Project to be the Final Phase within the meaning of the Approving Legislation, and, as a result of such determination, no further expansions can be pursued and financed in the manner authorized under the terms of the Approving Legislation. The Carousel Center and the Expansion Project are part of an integrated super-regional shopping center known as Destiny USA (as more fully described herein).

The Series 2016A Bonds.....The Issuer will issue its \$198,940,000 Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) (the “Series 2016A Bonds”) pursuant to (a) Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended, and Chapter 641 of the 1979 Laws of New York, as may be amended from time to time (collectively, the “Act”) and (b) a Master Indenture of Trust dated as of February 1, 2007, as supplemented by the First Supplemental Indenture to Master Indenture of Trust dated as of February 1, 2007, the Second Supplemental Indenture to Master Indenture of Trust dated as of February 1, 2007, the Third

Supplemental Indenture to Master Indenture of Trust dated as of April 1, 2009, the Fourth Supplemental Indenture to Master Indenture of Trust dated as of January 27, 2012, and the Fifth Supplemental Indenture to Master Indenture of Trust dated as of October 1, 2016 (the “Fifth Supplemental Indenture”), each by and between the Issuer and Manufacturers and Traders Trust Company, as bond trustee (the “Bond Trustee”) (as further amended, supplemented or modified from time to time in accordance with its terms, the “Indenture”). The Series 2016A Bonds are being issued to refund all of the Issuer’s outstanding Series 2007A Bonds, to pay certain costs of issuance of the Series 2016A Bonds, and to fund the Tax-Exempt Account of the Debt Service Reserve Fund. The Series 2007A Bonds were issued to pay for, or to reimburse companies affiliated with the Carousel Owner for the prior payment of, a portion of the Public Improvement Costs as part of a plan of finance with respect to the Expansion Project and to fund certain costs and accounts related to the foregoing. After the issuance of the Series 2016A Bonds, the Series 2007B Bonds will remain outstanding, and the scheduled payment of principal of and interest on the 2007B Bonds will continue to be insured under a municipal bond insurance policy issued by Syncora Guarantee, Inc., a New York stock insurance company (the “Initial Bond Insurer”).

Concurrently with the issuance of the Series 2016A Bonds, the Issuer will also issue and privately place its \$10,600,000 Taxable Refunding PILOT Revenue Bonds, Series 2016B (Carousel Center Project) (the “Series 2016B Bonds” and together with the Series 2016A Bonds, the “Series 2016 Bonds”) to pay certain costs of issuance of the Series 2016 Bonds, to pay certain redemption costs of the Series 2007A Bonds, and to fund a portion of the Taxable Account of the Debt Service Reserve Fund. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2016B Bonds nor shall there be any sale of the Series 2016B Bonds pursuant to this Official Statement. The Series 2016A Bonds, the Series 2016B Bonds and the Series 2007B Bonds are collectively referred to herein as the “PILOT Bonds,” and any Additional Bonds (as defined below), other than bonds expressly designated as subordinate, issued under the Indenture will be secured on a parity basis under the Indenture (except as described herein with respect to the Debt Service Reserve Fund, which is subject to certain limitations on the use of funds deposited therein). The only authorized purpose for which Additional Bonds may be issued under the Indenture is to refund Outstanding Bonds.

The Carousel Center The Carousel Center (exclusive of the Expansion Project referred to above) is a multi-level enclosed shopping center located in Syracuse, New York that is part of an integrated super-regional shopping center known as Destiny USA. The Destiny USA shopping center is the sixth largest enclosed shopping center in the United States, containing approximately 2.4 million square feet of GLA, of which the Carousel Center contains approximately 1.5 million square feet of GLA. The Carousel Center is subject to the Construction, Operation and Reciprocal Easement Agreement dated December 18, 1991 (the “Anchor REA”), among the Carousel Owner as successor under the

Anchor REA to Pyramid Company of Onondaga, a New York general partnership (“PCO”), Lord & Taylor Carousel, Inc. (“Lord & Taylor”), and Macy’s (formerly known as Kaufmann’s Carousel, Inc.), pursuant to which Lord & Taylor and Macy’s have the right to exclusive possession of its respective portion of the GLA until the scheduled expiration of the Anchor REA on December 18, 2056. Lord & Taylor and Macy’s also hold title to the improvements and pay only nominal sums in rent. The Lord & Taylor and Macy’s stores together occupy approximately 270,000 square feet of the GLA of the Carousel Center. The Carousel Center has four levels of shopping, restaurants and other venues. The Carousel Center is currently anchored by Lord & Taylor, Macy’s, JCPenney, Forever 21, Best Buy and Burlington Coat Factory and features approximately 130 mall shops. Big box stores include Best Buy, H&M, Burlington Coat Factory, Forever 21, DSW Shoe Warehouse, Against All Odds and Finish Line. At Home is scheduled to open in December 2016. The Carousel Center includes a partial below grade floor known as the Commons Level with retail GLA of approximately 161,000 square feet, as well as below-grade garage areas, which have direct access to the Commons Level. Level four of the Carousel Center contains the Regal Cinemas 17-screen stadium cinema complex. In addition, the Carousel Center contains four sit-down restaurants and a food court. The Carousel Center is nominally owned by the Issuer, but pursuant to the Third Amended and Restated Installment Sale Agreement, dated as of December 31, 2005, by and between the Issuer and the Carousel Owner, as amended (as amended, the “Carousel Installment Sale Agreement,” including the Third Amendment to Third Amended and Restated Installment Sale Agreement dated as of October 1, 2016), the Carousel Owner has beneficial ownership of the Carousel Center (subject to any ownership rights of Lord & Taylor and Macy’s under the Anchor REA). See “THE CAROUSEL CENTER—General Description of the Carousel Center.”

Expansion Project and Destiny USA.....In 2012, DestiNY USA Holdings LLC (together with permitted successors and assigns, the “Expansion Owner”) completed the Expansion Project that resulted in the addition of approximately 850,000 square feet of GLA among three levels to the then existing Carousel Center. As used herein, the term “Carousel Center” does not include the Expansion Project. The Expansion Project is beneficially owned by the Expansion Owner. See “THE EXPANSION PROJECT.” The Carousel Center and the Expansion Project are part of an integrated super-regional shopping center known as Destiny USA and provide an entertainment, restaurant and retail mix that is unparalleled in central and upstate New York. The Carousel Center and the Expansion Project are currently managed by the Pyramid Management Group, LLC, a New York limited liability company (the “Manager”), pursuant to separate management agreements. See “THE CAROUSEL CENTER—General Description of the Carousel Center.”

The Carousel Owner.....The Carousel Owner is a New York limited partnership which beneficially owns the Carousel Center (subject to any ownership rights of Lord & Taylor and Macy’s under the Anchor REA).

While the Carousel Owner and the Expansion Owner are indirectly under the common ownership and control of PCO, the Carousel Owner has no direct interest in or control over the Expansion Project or the Expansion Owner. See “THE CAROUSEL ENTITIES—The Carousel Owner” and “THE CAROUSEL CENTER—General Description of the Carousel Center.”

The Expansion Owner The Expansion Owner is a New York limited liability company which beneficially owns the Expansion Project. The Expansion Owner is not liable for making the Carousel Center PILOT Payments or any other payments with respect to the PILOT Bonds, except with respect to insurance or condemnation proceeds derived from the Expansion Project which may, to the extent necessary to preserve the tax-exempt status of interest on the Series 2016A Bonds, be available to redeem the Series 2016A Bonds. The PILOT Bonds are not otherwise payable from or secured by any payments in lieu of real property taxes that may be paid with respect to the Expansion Project, or any lien or interest directly or indirectly in the Expansion Project, or in the revenues to be derived therefrom.

The Manager..... The Carousel Center is managed by the Manager pursuant to a management agreement between the Carousel Owner and the Manager. The Expansion Project is currently managed by the same Manager but pursuant to a separate management agreement. The Manager is owned by certain common owners of PCO. See “THE CAROUSEL ENTITIES—The Carousel Manager.”

Carousel Center Appraisal..... Cushman & Wakefield, Inc. (“C&W”) prepared an appraisal of the Carousel Center addressed to the Carousel Owner and dated July 8, 2016 (the “C&W Appraisal”). The C&W Appraisal is stated therein to have been prepared in accordance with the Uniform Standards of Professional Appraisal Practice. The C&W Appraisal concluded that the as-is market value of the Carousel Center as of July 8, 2016 was \$500 million, subject to the assumptions and limiting conditions contained in the C&W Appraisal. See “THE CAROUSEL CENTER APPRAISAL—Executive Summary” and “APPENDIX B—C&W APPRAISAL REPORT.”

The Plan of Finance..... The Issuer has agreed, at the request of the Carousel Owner, to issue (1) the Series 2016A Bonds to refund all of the Series 2007A Bonds currently outstanding in the aggregate principal amount of \$228,085,000, to pay certain costs of issuance of the Series 2016A Bonds, and to fund the Tax-Exempt Account of the Debt Service Reserve Fund, and (2) the Series 2016B Bonds to pay certain costs of issuance of the Series 2016 Bonds, to pay certain redemption costs of the Series 2007A Bonds, and to fund a portion of the Taxable Account of the Debt Service Reserve Fund. The Series 2016B Bonds are not being offered pursuant to this Official Statement. See “THE PLAN OF FINANCE.”

Series 2016A Bonds are
Special Obligations of the Issuer..... Pursuant to the Indenture, the PILOT Bonds, including the Series 2016A Bonds, are special obligations of the Issuer payable as to principal (whether due at maturity, on any redemption date or otherwise), premium, if any, and interest solely from the amounts

held by the Bond Trustee under the Indenture, including amounts (comprising Carousel Center PILOT Payments) transferred to the Bond Trustee for deposit in the Bond Fund from the Debt Service and Reimbursement Fund under the PILOT Assignment and Escrow Agreement, dated as of December 31, 2005, as amended, among the Issuer, Manufacturers and Traders Trust Company, as PILOT trustee (the “PILOT Trustee”), the Bond Trustee, the City and the County (as amended, the “PILOT Assignment”), amounts held in the Principal Reserve Fund (to the extent of any amounts on deposit therein), amounts held in the Debt Service Reserve Fund (as described herein), and other amounts held from time to time by the Bond Trustee under the Indenture for the benefit of the Holders of the PILOT Bonds. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Principal Reserve Fund,” “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Debt Service Reserve Fund,” and “APPENDIX F—SUMMARY OF THE INDENTURE.”

Sources for Carousel Owner Making
the Carousel Center PILOT Payments.....

The Carousel Owner is a special purpose entity whose sole purpose is to own, hold, manage, develop, operate, lease, and sell real property and assets related to the Carousel Center and to enter into financing and refinancing transactions related to the Carousel Center and perform its obligations thereunder. The Carousel Owner’s sole source of revenues is from the ownership and operation of the Carousel Center. These revenues are primarily the rents payable by tenants pursuant to tenant leases. Although many of the tenants pay a share of the Carousel Center PILOT Payments as rent under the tenant leases, all of the rental revenue is available to the Carousel Owner to make the Carousel Center PILOT Payments.

Subordinate Financing.....

Currently, there is an outstanding CMBS Loan in the aggregate principal amount of \$300,000,000 (the “2014 CMBS Loan”) secured by a mortgage lien on the Carousel Center (which mortgage lien is subordinate to the liens of the PILOT Mortgages as referred to herein). The Carousel Installment Sale Agreement generally permits the Carousel Owner to refinance any CMBS Loan and incur additional indebtedness (such as subordinate mortgage and mezzanine financing) secured in whole or in part by an interest in the Carousel Center (or, in the case of mezzanine financing, secured by an ownership interest in the Carousel Owner and/or an affiliate), upon the terms and conditions set forth therein. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Additional Debt,” “—Flow of Funds Generally (Cash Management Arrangements)” and “—Flow of Funds Under Current Arrangement in Connection with the 2014 CMBS Loan.”

The Carousel Owner has covenanted in the Carousel Installment Sale Agreement that at all times while any PILOT Bonds or Additional Bonds are Outstanding, and whether or not the Carousel Owner owes any obligation to a subordinated lender such as Wilmington Trust, National Association, a national banking association, in its capacity as trustee for those certain Commercial Mortgage Pass-Through Certificates, Series 2014-

DSTY issued by JPMorgan Chase Bank Commercial Mortgage Securities Trust 2014-DSTY (the “2014 CMBS Lender”), there will be in place Cash Management Arrangements that preserve the first priority payment status of the Impositions (which includes the Carousel Center PILOT Payments), pursuant to which the availability of revenues of the Carousel Owner to make the Carousel Center PILOT Payments is contractually senior to the availability of such revenues to be used for the following purposes: (i) to pay currently due and owing operating and maintenance expenses of the Carousel Center, (ii) to pay currently due and owing debt service on any CMBS Loan, mortgage loan (other than the PILOT Mortgages) and any other Carousel Owner indebtedness, (iii) to pay currently due and owing interest on any indebtedness secured by an ownership interest in the Carousel Owner or any affiliate as a mezzanine loan, if any, and (iv) to make permissible distributions to its owners. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Certain Cash Management Arrangements” and “—Certain Covenants.” The Cash Management Arrangements further provide that the Carousel Owner’s obligation to make the Carousel Center PILOT Payments is contractually on parity with the obligation of the Carousel Owner to pay Impositions on or with respect to the Carousel Center, including taxes, ground rents, water, sewer or other rents and charges, excises, levies and governmental fees. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Certain Cash Management Arrangements.” While the 2014 CMBS Loan is outstanding, all Rents and Moneys derived by the Carousel Owner from the Carousel Center (collectively, the “Property Revenues”) will be deposited directly to the clearing account maintained by Manufacturers and Traders Trust Company, as clearing agent, pursuant to a clearing account agreement with the 2014 CMBS Lender and transferred on a daily basis on each Business Day to a cash management account maintained by Wells Fargo Bank, National Association, as collateral agent, pursuant to a cash management agreement with the 2014 CMBS Lender and the Manager. Property Revenues to be applied to the periodic payment of scheduled Carousel Center PILOT Payments made under the PILOT Agreement (as defined below) will be transferred by the collateral agent to the PILOT Trustee prior to when the next scheduled monthly payment is required to be made on the 2014 CMBS Loan to the 2014 CMBS Lender. Pursuant to the Intercreditor Agreement, dated as of June 6, 2014, by and among the Issuer, the PILOT Trustee, the Bond Trustee and the 2014 CMBS Lender, the 2014 CMBS Lender has certain consent, notice and cure rights which may limit, condition or restrict the rights of the Bond Trustee and the Holders of the Series 2016A Bonds. See “THE PLAN OF FINANCE—Intercreditor Relationships.”

Carousel Center PILOT Payments The Carousel Center PILOT Payments are payments in lieu of real property taxes payable monthly during each PILOT Year of the PILOT Benefit Term applicable to the Carousel Center in accordance with a schedule set forth in an Election Notice delivered by the Carousel Owner under the Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2005, as amended,

among the Issuer, the Carousel Owner, the Expansion Owner and the City, acting by and through its Mayor and Common Council (as amended, the “PILOT Agreement”). On the Closing Date for the Series 2016 Bonds, the Carousel Owner will execute a Second Amended and Restated Election Notice pursuant to the PILOT Agreement, setting forth a new schedule of Carousel Center PILOT Payments which will be binding on the Carousel Owner. See “THE PLAN OF FINANCE— The Carousel Center PILOT Payments.” Thereafter, the scheduled Carousel Center PILOT Payments are calculated to be at least equal to Accrued Debt Service on the PILOT Bonds. The obligation to make the Carousel Center PILOT Payments is solely an obligation of the Carousel Owner. The Expansion Owner has no obligation to make payments to the Issuer with respect to the Carousel Center PILOT Payments or any other payments with respect to the PILOT Bonds, except with respect to insurance or condemnation proceeds derived from the Expansion Project which may, to the extent necessary to preserve the tax-exempt status of interest on the Series 2016A Bonds, be available to redeem the Series 2016A Bonds. Neither the Carousel Center PILOT Payments nor the PILOT Bonds are secured directly or indirectly by any lien or interest in the Expansion Project or the revenues to be derived therefrom.

The obligation of the Carousel Owner under the PILOT Agreement to make the Carousel Center PILOT Payments (including any Default Payments) during each PILOT Year of the applicable PILOT Benefit Term shall be (i) evidenced by a separate PILOT Note from the Carousel Owner to the Issuer, and assigned to the PILOT Trustee, in an amount equal to the aggregate amount of such year’s Carousel Center PILOT Payments, and (ii) secured by a separate PILOT Mortgage granted by the Carousel Owner and the Issuer to the Issuer and assigned to the PILOT Trustee encumbering the Carousel Owner’s and the Issuer’s respective interests in and to the Carousel Center. Each PILOT Mortgage is (1) subject and subordinate to the PILOT Mortgage securing the PILOT Note corresponding to any succeeding PILOT Year and (2) senior in lien to the PILOT Mortgage securing the PILOT Note corresponding to any preceding PILOT Year. The PILOT Mortgages do not encumber the respective interests of the Expansion Owner or the Issuer in the Expansion Project. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Enforcement of the Carousel Center PILOT Payment Obligation.”

Under the PILOT Assignment, the Issuer pledges, assigns, transfers and sets over to the PILOT Trustee all of the Issuer’s right to, and interest in, all Carousel Center PILOT Payments due or to become due under the PILOT Agreement, except for Unassigned PILOT Rights. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—PILOT Agreement and PILOT Assignment.” The Carousel Owner’s failure to make any Carousel Center PILOT Payments when due under a PILOT Note will be an event of default under the PILOT Agreement and could result in the foreclosure of the corresponding PILOT Mortgage. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—

Enforcement of the Carousel Center PILOT Payment Obligation.” The installments of Carousel Center PILOT Payments are remitted to the Bond Trustee by the PILOT Trustee and are scheduled to be at least equal to Accrued Debt Service on the PILOT Bonds.

The Issuer’s sole source of revenue for the payment of the PILOT Bonds and any Refunding Bonds will be the Carousel Center PILOT Payments and certain funds that are available under the Indenture. See “THE PLAN OF FINANCE—The Carousel Center PILOT Payments.”

In the event that Carousel Center PILOT Payments are not paid when due, the Carousel Owner will be required to remit such Carousel Center PILOT Payments together with any resulting Default Payment due at the time of such remittance in accordance with the PILOT Agreement, subject to the Default Payment Cap.

See “INTRODUCTION,” “THE PLAN OF FINANCE—The Carousel Center PILOT Payments,” and “APPENDIX C—SUMMARY OF THE PILOT AGREEMENT.”

Principal Reserve Fund.....Pursuant to the Indenture, the Bond Trustee has established the Principal Reserve Fund for the benefit of the Holders of the PILOT Bonds. Principal Reserve Payments, if any, will be deposited into the Principal Reserve Fund and held therein (together with earnings on such moneys) until the balance in the Principal Reserve Fund has been applied as required over time to the payment of the principal of and interest on the PILOT Bonds. On the date of issuance of the Series 2016A Bonds, it is not anticipated that any funds will be on deposit in the Principal Reserve Fund. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Principal Reserve Fund.”

“Principal Reserve Payments” will consist of (i) that portion of any Default Payment which corresponds to clause (ii) of the definition of Default Amount (see “APPENDIX A—Master Glossary”); and (ii) that portion of any overdue Carousel Center PILOT Payments which, when paid, corresponds to amounts previously withdrawn from the Principal Reserve Fund pursuant to the Indenture as a result of the failure by the Carousel Owner to make Carousel Center PILOT Payments when and in the amount due. See “THE PLAN OF FINANCE—The Carousel Center PILOT Payments” and “THE PLAN OF FINANCE—The Carousel Center PILOT Payments.”

Debt Service Reserve FundPursuant to the Indenture, the Bond Trustee established the Debt Service Reserve Fund for the benefit of the Holders of the PILOT Bonds and deposited therein the Debt Service Reserve Requirement. The Debt Service Reserve Requirement for all PILOT Bonds is equal to \$30,899,856.56, in the aggregate. A Tax-Exempt Account and a Taxable Account will be established within the Debt Service Reserve Fund in the respective amounts of \$14,763,786.36 from the Series 2016A Bonds and \$686,141.92 from the Series 2016B Bonds, and together with funds transferred from the Series 2007B Account of the Debt Service Reserve Fund to the Taxable Account, or \$15,449,928.28, aggregating \$30,899,856.56. In order to comply with certain Federal tax

restrictions, amounts on deposit in the Tax-Exempt Account established within the Debt Service Reserve Fund can not be used to make payments with respect to the Taxable Bonds. However, amounts on deposit in the Taxable Account established within the Debt Service Reserve Fund can be used to make payments with respect to either the Tax-Exempt Bonds or the Taxable Bonds. Earnings on amounts in the Tax-Exempt Account of the Debt Service Reserve Fund will be transferred to the Interest Account of the Bond Fund for each series of Tax-Exempt Bonds Outstanding, and earnings on amounts in the Taxable Account of the Debt Service Reserve Fund shall be transferred first to the Interest Account of the Bond Fund for each series of Taxable Bonds Outstanding (pro rata based upon the then Outstanding principal amount of each series of Taxable Bonds) and then, to the extent there are earnings remaining in the Taxable Account of the Debt Service Reserve Fund in excess of the interest payment due on such next Interest Payment Date on the Taxable Bonds, to the Interest Account of the Bond Fund for each Series of Tax-Exempt Bonds Outstanding. As a result, the amount that the Carousel Owner must actually pay as Carousel Center PILOT Payments will be reduced by a like amount. However, if such earnings are not received by the Bond Trustee as anticipated, the Carousel Owner will be required to make a payment to the Bond Trustee equal to such shortfall as part of the Carousel Center PILOT Payment then due.

Additional Bonds..... Pursuant to the Indenture, Additional Bonds may be issued by the Issuer, but only as Refunding Bonds, and subject to certain conditions set forth in the Indenture including, but not limited to, (i) the consent of any CMBS Lender (if the Carousel Owner then has an obligation owing to such CMBS Lender), (ii) receipt of a Rating Confirmation with respect to the Outstanding PILOT Bonds, taking into account the proposed issuance of such Refunding Bonds, from at least two of the Rating Agencies then maintaining ratings on the PILOT Bonds, and (iii) the Debt Service Reserve Fund being funded at a level at least equal to the Debt Service Reserve Requirement. Such Refunding Bonds will be secured on a parity with, or subordinate to, the PILOT Bonds and any Additional Bonds secured on a parity therewith, unless expressly designated as subordinate to such Outstanding PILOT Bonds in a Supplemental Indenture. Refunding Bonds may be issued only upon an adjustment in the Carousel Center PILOT Payments payable in each PILOT Year subsequent to the issuance of such Additional Bonds so that the Carousel Center PILOT Payments shall be at least equal to Accrued Debt Service on all PILOT Bonds Outstanding including such Additional Bonds. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Additional Bonds Test.”

Limitation on Acceleration..... Neither the principal of the Series 2016A Bonds, nor the Carousel Center PILOT Payments, are subject to acceleration, except upon the occurrence of certain bankruptcy events with respect to the Carousel Owner. See “CERTAIN INVESTMENT RISKS—Limitation on Acceleration of the Series 2016A Bonds.”

No Impairment	The State of New York (the “State”), to the fullest extent permitted by Section 868 of the Act, and the City in the PILOT Agreement, acknowledge, covenant and agree for the benefit of the Holders of the PILOT Bonds that the State and the City will not limit or alter the rights vested in the Issuer under the Act to establish and collect the Carousel Center PILOT Payments and to fulfill the terms of the PILOT Agreement, the PILOT Assignment and the other Bond Documents entered into on behalf of the Holders of the PILOT Bonds, nor will the State or the City in any way impair the rights and remedies of the PILOT Trustee, the Bond Trustee or the Holders of the PILOT Bonds until the PILOT Bonds, together with interest thereon, interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of the Holders of the PILOT Bonds, are fully met and discharged.
Interest on the Series 2016A Bonds	Interest on the Series 2016A Bonds will accrue at the rates per annum set forth on the inside cover page hereof, will be computed on the basis of a 360-day year consisting of twelve 30-day months, and will be payable semiannually on each January 1 and July 1, commencing January 1, 2017, until maturity or prior redemption. See “THE SERIES 2016A BONDS—Interest on the Series 2016A Bonds.”
Optional Redemption.....	The Series 2016A Bonds maturing on or after January 1, 2027 are subject to redemption, in whole or in part, at the option of the Issuer at the direction of the Carousel Owner upon notice as provided in the Indenture and described herein, on and after January 1, 2026 on any date prior to their maturity at a Redemption Price equal to 100% of the principal amount of such Series 2016A Bonds to be redeemed, plus the accrued interest, if any, thereon to the redemption date. See “THE SERIES 2016A BONDS—Redemption—Optional Redemption.”
Extraordinary Mandatory Redemption.....	The Series 2016A Bonds are subject to redemption in whole on any date at a Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in the event and to the extent that future installments of the Carousel Center PILOT Payments are accelerated under certain circumstances in the event of a bankruptcy of the Carousel Owner. See “THE SERIES 2016A BONDS—Redemption—Extraordinary Mandatory Redemption” and “CERTAIN INVESTMENT RISKS—Acceleration of the Carousel Center PILOT Payments.”
Bondholder Representative	The initial bondholder representative will be Trimont Real Estate Advisors LLC, a Georgia limited liability company (the “Bondholder Representative”), who will perform the duties of the Bondholder Representative set forth in the Indenture and the Carousel Installment Sale Agreement. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Bondholder Representative” and “CERTAIN INVESTMENT RISKS—Bondholder Representative.”
Ratings.....	The Series 2016A Bonds are expected to be rated “A-” (Stable outlook) by Fitch Inc. (“Fitch”) and “Baa1” (Stable outlook) by Moody’s Investors Service, Inc. (“Moody’s”). The ratings are subject to receipt of final documentation by the Rating Agencies,

and such ratings, when issued, may be lowered, qualified or withdrawn at any time after the issuance of the Series 2016A Bonds. See “RATINGS.”

Tax Matters.....In the opinion of Barclay Damon, LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions and assuming continuing compliance with certain covenants described herein, and the accuracy of certain representations by the Issuer, the Carousel Owner and the Expansion Owner, (i) interest on the Series 2016A Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), except that no opinion is expressed as to such exclusion of interest on any Series 2016A Bond for any period during which such Series 2016A Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a “substantial user” of the facilities refinanced with the proceeds of the Series 2016A Bonds or a “related person,” and (ii) interest on the Series 2016A Bonds is treated as a preference item for purposes of calculating the federal alternative minimum tax imposed under the Code with respect to individuals and corporations. Bond Counsel is further of the opinion that interest on the Series 2016A Bonds is exempt from personal income taxes imposed by the State or any political subdivision thereof (including The City of New York). See “TAX MATTERS.”

Risk Factors.....An investment in the Series 2016A Bonds involves certain risks. Prospective purchasers should carefully consider all of the information in this Official Statement, including the Appendices hereto, prior to investing in the Series 2016A Bonds. In particular, prospective purchasers are urged to consider carefully each of the factors described in the section entitled “CERTAIN INVESTMENT RISKS” before investing in the Series 2016A Bonds.

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\$198,940,000
City of Syracuse Industrial Development Agency
Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A
(Carousel Center Project)

INTRODUCTION

This Official Statement, including the cover page and Appendices hereto (collectively, this “Official Statement”), provides information concerning the issuance by the City of Syracuse Industrial Development Agency (the “Issuer”), of its \$198,940,000 Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) (the “Series 2016A Bonds”). All capitalized terms used in this Official Statement and not otherwise defined herein shall have the meanings assigned thereto in the Master Glossary of Terms attached hereto as “APPENDIX A—MASTER GLOSSARY.”

The Series 2016A Bonds will be issued pursuant to (a) Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended, and Chapter 641 of the 1979 Laws of New York, as may be amended from time to time (collectively, the “Act”), and (b) a Master Indenture of Trust dated as of February 1, 2007 (the “Original Master Indenture”), as supplemented by the First Supplemental Indenture to Master Indenture of Trust dated as of February 1, 2007 (the “First Supplemental Indenture”), the Second Supplemental Indenture to Master Indenture of Trust dated as of February 1, 2007 (the “Second Supplemental Indenture”), the Third Supplemental Indenture to Master Indenture of Trust dated as of April 1, 2009, the Fourth Supplemental Indenture to Master Indenture of Trust dated as of January 27, 2012, and the Fifth Supplemental Indenture to Master Indenture of Trust dated as of October 1, 2016 (the “Fifth Supplemental Indenture”), each by and between the Issuer and Manufacturers and Traders Trust Company, as bond trustee (the “Bond Trustee”) and each as amended, restated or supplemented from time to time (as further amended, restated, supplemented or modified from time to time in accordance with its terms, the “Indenture”).

The Issuer is offering the Series 2016A Bonds pursuant to this Official Statement. The Series 2016A Bonds are being issued to: (i) refund in whole the Issuer’s outstanding \$228,085,000 aggregate principal amount of PILOT Revenue Bonds, Series 2007A (Carousel Center Project) (the “Series 2007A Bonds”); (ii) pay certain costs of issuance of the Series 2016A Bonds; and (iii) fund the Tax-Exempt Account of the Debt Service Reserve Fund. The Series 2007A Bonds were issued pursuant to the Original Master Indenture and the First Supplemental Indenture to finance an expansion of the Carousel Center (as defined below) consisting of a portion of the Public Improvement Costs of the Public Parking Improvements, Public Infrastructure Improvements and Public Use Improvements related to the First Phase consisting of approximately 850,000 square feet of gross leasable area (the “Expansion Project”). The proceeds of the Series 2016A Bonds will not be used to refund the Issuer’s outstanding \$97,648,352 aggregate principal amount of PILOT Revenue Bonds, Taxable Series 2007B (Carousel Center Project) (the “Series 2007B Bonds”), which were issued simultaneously with the Series 2007A Bonds pursuant to the Original Master Indenture and the Second Supplemental Indenture and which will remain outstanding as described herein. The scheduled payment of the principal of and interest on the Series 2007B Bonds has been insured pursuant to a municipal bond insurance policy (the “Initial Bond Insurance Policy”) issued by Syncora Guarantee, Inc., a New York stock insurance company (together with its successors and assigns, the “Initial Bond Insurer”), for the benefit of the Holders of the Series 2007B Bonds. Concurrently with the issuance of the Series 2016A Bonds, the Issuer will also issue and privately place its \$10,600,000 Taxable Refunding PILOT Revenue Bonds, Series 2016B (Carousel Center Project) (the “Series 2016B Bonds” and together with the Series 2016A Bonds, the “Series 2016 Bonds”) to: (i) pay certain costs of issuance of the Series 2016 Bonds; (ii) pay redemption costs of the Series 2007A Bonds in the amount of \$5,698,774; and (iii) fund a portion of the Taxable Account of the Debt Service Reserve Fund. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2016B Bonds, nor shall there be any sale of the Series 2016B Bonds pursuant to this Official Statement. The Series 2016A Bonds, the Series 2016B Bonds and the Series 2007B Bonds are collectively referred to herein as the “PILOT Bonds” and will be outstanding and secured on a parity basis under the Indenture (except as described herein with respect to the Debt Service Reserve Fund, which is subject to certain limitations on the use of funds deposited therein).

The portion of the Destiny USA shopping mall formerly known as Carousel Center (the “Carousel Center”) is a multi-level enclosed shopping center located in the City of Syracuse, New York (the “City”) that is part of an integrated super-regional shopping center known as Destiny USA. The Destiny USA shopping center is the sixth

largest shopping center in the United States, containing approximately 2.4 million square feet of gross leasable area (“GLA”), of which the Carousel Center contains approximately 1.5 million square feet of GLA and the Expansion Project contains approximately 850,000 square feet of GLA. The Carousel Center is subject to the Construction, Operation and Reciprocal Easement Agreement dated as of December 18, 1991 (the “Anchor REA”) among Carousel Center Company L.P., a New York limited partnership (together with permitted successors and assigns, the “Carousel Owner”) as successor under the Anchor REA to Pyramid Company of Onondaga, a New York general partnership (“PCO”), Lord & Taylor Carousel, Inc. (“Lord & Taylor”), and Macy’s (formerly known as Kaufmann’s Carousel, Inc.), pursuant to which Lord & Taylor and Macy’s have the right to exclusive possession of its respective portion of the GLA until the scheduled expiration of the Anchor REA on December 18, 2056. Lord & Taylor and Macy’s also hold title to the improvements and pay only nominal sums in rent. The Lord & Taylor and Macy’s stores together occupy approximately 270,000 square feet of the GLA of the Carousel Center. The Carousel Center has four levels of shopping, restaurants and other venues, including six anchor stores, approximately 130 mall shops, a 17-screen cinema complex, four sit-down restaurants, a food court and several big-box stores. The Carousel Center is currently managed by Pyramid Management Group, LLC, a New York limited liability company (the “Manager”), pursuant to a management agreement between the Carousel Owner and the Manager. See “THE CAROUSEL CENTER—General Description of the Carousel Center.”

In 2012, DestiNY USA Holdings LLC, a New York limited liability company (together with permitted successors and assigns, the “Expansion Owner”), completed the Expansion Project, which is a three-level project that resulted in the addition of approximately 850,000 square feet of GLA to the then existing Carousel Center. Taken together and operated as the Destiny USA shopping center, the Carousel Center and the Expansion Project provide an entertainment, restaurant and retail mix that is unparalleled in central and upstate New York. Following completion of the Expansion Project, PCO declared the Expansion Project to be the Final Phase within the meaning of the Approving Legislation and, as a result of such determination, no further expansions can be pursued and financed in the manner authorized under the terms of the Approving Legislation.

The Carousel Center is nominally owned by the Issuer, which will sell its interest in the Carousel Center to the Carousel Owner, pursuant to the Third Amended and Restated Installment Sale Agreement, dated as of December 31, 2005, by and between the Issuer and the Carousel Owner, as amended (as amended, the “Carousel Installment Sale Agreement,” including the Third Amendment to Third Amended and Restated Installment Sale Agreement dated as of October 1, 2016). The Expansion Project is also nominally owned by the Issuer, which will sell its interest in the Expansion Project to the Expansion Owner, pursuant to the Installment Sale Agreement, dated as of February 1, 2007, between the Issuer and the Expansion Owner, as amended (as amended, the “Expansion Installment Sale Agreement,” including the Third Amendment to Installment Sale Agreement dated as of October 1, 2016). The PILOT Bonds are not payable from or secured by any payments in lieu of real property taxes that may be paid with respect to the Expansion Project or any lien or interest directly or indirectly in the Expansion Project or the revenues to be derived therefrom, except with respect to insurance or condemnation proceeds derived from the Expansion Project which may, to the extent necessary to preserve the tax-exempt status of interest on the Series 2016A Bonds, be available to redeem the Series 2016A Bonds.

The Carousel Center is exempt from ad valorem real property taxation pursuant to the Act by reason of the Issuer’s ownership interest therein. The PILOT Bonds, including the Series 2016A Bonds, will be payable from certain payments in lieu of real property taxes to be paid by the Carousel Owner with respect to the Carousel Center (the “Carousel Center PILOT Payments”) pursuant to the Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2005, as amended, among the Issuer, the Carousel Owner, the Expansion Owner and the City, acting by and through its Mayor and Common Council (as amended, the “PILOT Agreement”). These payments have a first priority claim on revenues of the Carousel Owner derived from the Carousel Center, as is more fully summarized below. Pursuant to a certain PILOT Assignment and Escrow Agreement, dated as of December 31, 2005, as amended, among the Issuer, Manufacturers and Traders Trust Company, as PILOT trustee (the “PILOT Trustee”), the Bond Trustee, the City and the County of Onondaga, New York (the “County”) (as amended, the “PILOT Assignment”), the Issuer pledges, assigns, transfers and sets over to the PILOT Trustee all of the Issuer’s right to and interest in the Carousel Center PILOT Payments, except for Unassigned PILOT Rights. The obligation of the Carousel Owner to make Carousel Center PILOT Payments to the PILOT Trustee during each PILOT Year of the applicable PILOT Benefit Term shall be (i) evidenced by a separate PILOT Note payable by the Carousel Owner to the Issuer in a principal amount equal to the aggregate amount of such year’s Carousel Center PILOT Payments, and (ii) secured by a separate PILOT Mortgage (with respect to each PILOT Note) granted by the Carousel Owner and the Issuer encumbering their respective interests in and to the Carousel Center. The Expansion Owner has no

obligation to make payments to the Issuer with respect to the Carousel Center PILOT Payments or debt service on the PILOT Bonds, except with respect to insurance or condemnation proceeds referred to in the preceding paragraph. The PILOT Mortgages do not encumber the respective interests of the Expansion Owner or the Issuer in the Expansion Project. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—PILOT Agreement and PILOT Assignment” and “—Enforcement of the Carousel Center PILOT Payment Obligation.”

The Carousel Owner has covenanted in the Carousel Installment Sale Agreement that at all times while any PILOT Bonds or Additional Bonds are Outstanding, and whether or not the Carousel Owner owes any obligation to a subordinated lender such as the 2014 CMBS Lender (as defined below), there will be in place Cash Management Arrangements that preserve the first priority payment status of Impositions (which includes the Carousel Center PILOT Payments) pursuant to which the availability of revenues of the Carousel Owner to make the Carousel Center PILOT Payments is contractually senior to the availability of such revenues to be used for any of the following purposes: (i) to pay currently due and owing operating and maintenance expenses of the Carousel Center, (ii) to pay currently due and owing debt service on any CMBS Loan, mortgage loan (other than the PILOT Mortgages) and any other Carousel Owner indebtedness, (iii) to pay currently due and owing interest on any indebtedness secured by an ownership interest in the Carousel Owner or any affiliate as a Mezzanine Loan, if any, and (iv) to make permissible distributions to its owners. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Certain Cash Management Arrangements” and “—Certain Covenants.” The Cash Management Arrangements further provide that the Carousel Owner’s obligation to make Carousel Center PILOT Payments is contractually on parity with the obligation of the Carousel Owner to pay other Impositions on or with respect to the Carousel Center, including taxes, ground rents, water, sewer or other rents and charges, excises, levies and governmental fees. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Certain Cash Management Arrangements.” While the 2014 CMBS Loan (as defined below) is outstanding, all Rents and Moneys derived by the Carousel Owner from the Carousel Center (collectively, the “Property Revenues”) will be deposited directly to the clearing account (the “2014 CMBS Clearing Account”) maintained by Manufacturers and Traders Trust Company, as clearing agent (the “2014 CMBS Clearing Agent”) pursuant to a clearing account agreement (the “2014 CMBS Clearing Account Agreement”) with the 2014 CMBS Lender and transferred on a daily basis on each Business Day to a cash management account (the “2014 CMBS Cash Management Account”) maintained by Wells Fargo Bank, National Association, as collateral agent (the “2014 CMBS Collateral Agent”) pursuant to a cash management agreement (the “2014 CMBS Cash Management Agreement”) with the 2014 CMBS Lender and the Manager. Property Revenues to be applied to the periodic payment of scheduled Carousel Center PILOT Payments will be transferred by the 2014 CMBS Collateral Agent to the PILOT Trustee prior to when the next scheduled monthly payment is required to be made on the 2014 CMBS Loan to the 2014 CMBS Lender. See “THE PLAN OF FINANCE—Intercreditor Relationships.” The Carousel Owner’s failure to make any Carousel Center PILOT Payments when due under a PILOT Note could result in, among other things, the foreclosure of the corresponding PILOT Mortgage securing such PILOT Note. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Enforcement of Carousel Center PILOT Payment Obligation.”

Pursuant to the Indenture, Additional Bonds may be issued by the Issuer, but only as Refunding Bonds, subject to the conditions set forth in the Indenture. The only authorized purpose for which Additional Bonds may be issued under the Indenture is to refund Outstanding Bonds, and such Additional Bonds are referred to as Refunding Bonds. All Additional Bonds will be secured on a parity (except as described below with respect to the Debt Service Reserve Fund, which is subject to certain limitations on the use of funds deposited therein) with such PILOT Bonds, unless expressly designated as subordinate to such Outstanding Bonds in a Supplemental Indenture. The issuance of Refunding Bonds is subject to certain conditions including, but not limited to, (i) the consent of any CMBS Lender (if the Carousel Owner then has an obligation owing to such CMBS Lender), (ii) a Rating Confirmation with respect to the Outstanding PILOT Bonds, taking into account the proposed issuance of such Refunding Bonds, from at least two of the Rating Agencies then maintaining ratings on the PILOT Bonds, and (iii) the Debt Service Reserve Fund being funded at a level at least equal to the Debt Service Reserve Requirement. Refunding Bonds may be issued only upon an adjustment to the schedule of Carousel Center PILOT Payments payable in each PILOT Year subsequent to the issuance of such Refunding Bonds so that the Carousel Center PILOT Payments shall be at least equal to Accrued Debt Service on all PILOT Bonds Outstanding, including such Refunding Bonds. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Additional Bonds Test.”

The Carousel Owner is currently indebted to JPMorgan Chase Bank Commercial Mortgage Securities Trust 2014-DSTY, the issuing entity of those certain Commercial Mortgage Pass-Through Certificates, Series 2014-

DSTY, for which Wilmington Trust, National Association, a national banking association, acts as the trustee (in such capacity, the “2014 CMBS Lender”) for a mortgage loan in the aggregate principal amount of \$300,000,000 (the “2014 CMBS Loan”), which is secured by a mortgage from the Carousel Owner and the Issuer to the 2014 CMBS Lender encumbering the Carousel Owner’s and the Issuer’s interest in the Carousel Center (the “2014 CMBS Mortgage”). The entire original principal amount of the 2014 CMBS Loan is scheduled to mature on June 6, 2019. See “CERTAIN INVESTMENT RISKS—The Carousel Owner’s Obligation to Make a Balloon Payment on the 2014 CMBS Loan Could Increase the Risks of a Default at Maturity.” The 2014 CMBS Mortgage securing the 2014 CMBS Loan is subordinate to the PILOT Mortgages securing the PILOT Bonds. The CMBS Cash Management Arrangements related to the 2014 CMBS Loan (the “2014 CMBS Cash Management Arrangements”) provide that the availability of revenues to pay the Carousel Center PILOT Payments is contractually senior to the availability of such revenues to pay debt service on the 2014 CMBS Loan. See “CERTAIN INVESTMENT RISKS—Damage to or Destruction of the Carousel Center; Condemnation.” In connection with the 2014 CMBS Loan, the Carousel Owner has assigned certain of its rights and obligations under the Amended and Restated Agreement by and between the Issuer and PCO, dated as of December 31, 2005, the Carousel Installment Sale Agreement, the PILOT Agreement and any future PILOT documents relating to the Carousel Center (collectively, the “PILOT Documents”) to the 2014 CMBS Lender (the “2014 CMBS Assignment”). In the event of the Carousel Owner’s default under the 2014 CMBS Loan or the 2014 CMBS Assignment, the 2014 CMBS Lender may, but is not obligated to, exercise all rights and remedies under the 2014 CMBS Loan. Such rights and remedies include curing any Carousel Owner default under the PILOT Documents by paying the Carousel Center PILOT Payments then due and performing any of the Carousel Owner’s other obligations under the PILOT Documents. The 2014 CMBS Lender does not assume or undertake to perform or discharge any obligation, duty or liability of the Carousel Owner under the PILOT Documents, and the Carousel Owner remains liable under the PILOT Documents to perform all of its duties and obligations thereunder. Subject to the terms and conditions of the Carousel Installment Sale Agreement, the Carousel Owner has reserved the right, subject to the conditions set forth therein, to incur additional indebtedness which may be secured by a subordinate mortgage on the Carousel Center (and which may be in the form of commercial mortgage-backed securities (“CMBS”) or secured as a Mezzanine Loan, and the respective holder of any such indebtedness shall have the rights conferred within the Bond Documents upon a CMBS Lender or a Mezzanine Lender. As of the date of this Official Statement, no Mezzanine Loan is outstanding with respect to the Carousel Owner. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS — Additional Debt Test.”

NONE OF THE STATE OF NEW YORK (THE “STATE”), THE COUNTY OR THE CITY WILL BE OBLIGATED TO PAY THE PRINCIPAL OF THE SERIES 2016A BONDS, THE PREMIUM, IF ANY, OR INTEREST THEREON. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF ANY OF THE STATE, THE COUNTY OR THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2016A BONDS. THE ISSUER’S OBLIGATIONS WITH RESPECT TO THE SERIES 2016A BONDS ARE NOT GENERAL OBLIGATIONS OF THE ISSUER BUT RATHER ARE SPECIAL OBLIGATIONS OF THE ISSUER PAYABLE FROM AND SECURED BY ONLY THE REVENUES OF THE ISSUER DERIVED AND TO BE DERIVED FROM THE PAYMENT BY THE CAROUSEL OWNER OF THE CAROUSEL CENTER PILOT PAYMENTS UNDER THE PILOT AGREEMENT, THE PILOT ASSIGNMENT AND THE OTHER SOURCES DESCRIBED HEREIN. THE ISSUER HAS NO TAXING POWER.

THE ISSUER

The Issuer is a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State. The Issuer was created by and constitutes an industrial development agency under the Act. The Issuer was created in 1979 for the purpose of, among other things, acquiring, constructing, reconstructing, leasing, improving, maintaining, equipping and furnishing real and personal property, whether or not now in existence or under construction, which shall be, among others, commercial or industrial facilities, recreation facilities and educational or cultural facilities, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreational opportunities, prosperity and standard of living and to increase trade through promoting the development of facilities to attract tourists from outside of its economic development region.

Under the Act, the Issuer has the power to lease and to sell its projects, to charge and collect the purchase price therefor, to enter into payment-in-lieu-of-tax agreements and to use the payments received thereunder in the

manner agreed to by the City and the County, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds, to mortgage any or all of its facilities and to pledge the revenues and receipts therefrom to the payment of such bonds.

THE SERIES 2016A BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES OF THE ISSUER DERIVED AND TO BE DERIVED FROM THE PAYMENT BY THE CAROUSEL OWNER OF THE CAROUSEL CENTER PILOT PAYMENTS UNDER THE PILOT AGREEMENT AND OTHER MONEYS PLEDGED UNDER THE INDENTURE. NONE OF THE ISSUER OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS IS PERSONALLY LIABLE WITH RESPECT TO THE SERIES 2016A BONDS. ACCORDINGLY, NO FINANCIAL INFORMATION WITH RESPECT TO THE ISSUER OR ITS MEMBERS OR OFFICERS HAS BEEN INCLUDED IN THIS OFFICIAL STATEMENT.

THE ACT PROVIDES THAT THE BONDS OF THE ISSUER SHALL NOT BE A DEBT OF THE STATE, THE COUNTY OR THE CITY, AND NONE OF THE STATE, THE COUNTY OR THE CITY SHALL BE LIABLE THEREON. THE ISSUER HAS NO TAXING POWER.

EXCEPT FOR THE INFORMATION CONTAINED IN “THE ISSUER” AND “LITIGATION” (ONLY INsofar AS IT RELATES TO THE ISSUER), THE ISSUER HAS NOT PROVIDED ANY OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. THE ISSUER IS NOT RESPONSIBLE FOR AND DOES NOT CERTIFY AS TO THE ACCURACY OR SUFFICIENCY OF THE DISCLOSURES MADE HEREIN OR ANY OTHER INFORMATION PROVIDED BY THE CAROUSEL OWNER, THE EXPANSION OWNER, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED (THE “UNDERWRITER”) OR ANY OTHER PERSON.

THE CAROUSEL ENTITIES

The Carousel Owner

The Carousel Owner is a New York limited partnership that beneficially owns and operates the Carousel Center (subject to the ownership rights of Lord & Taylor and Macy’s under the Anchor REA). The Carousel Owner is a special purpose entity whose sole purpose is to own, hold, manage, develop, operate, lease and sell real property and assets related to the Carousel Center and to enter into financing and refinancing transactions related to the Carousel Center and perform its obligations thereunder. The partners in the Carousel Owner are Carousel Enterprises Company LLC, a Delaware limited liability company that owns a 98% limited partnership interest (the “Limited Partner”), and Carousel General Company, LLC, a New York limited liability company that owns a 2% general partnership interest (the “General Partner”). See “APPENDIX D—ORGANIZATIONAL CHART OF THE CAROUSEL OWNER.” Both the Limited Partner and the General Partner are indirect wholly-owned subsidiaries of PCO. Neither the credit and assets of the Limited Partner, the General Partner or PCO are pledged or available to pay the Carousel Center PILOT Payments or debt service on the PILOT Bonds. The credit and assets of the Carousel Owner are not pledged or available to pay debt service on the PILOT Bonds, except to the extent of the Carousel Owner’s obligation to make Carousel Center PILOT Payments under the PILOT Agreement during the applicable PILOT Benefit Term, which obligation is secured by the liens created by the PILOT Mortgages and by the Cash Management Arrangements. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Enforcement of the Carousel Center PILOT Payment Obligation,” “—Flow of Funds Generally (Cash Management Arrangements)” and “—Flow of Funds Under Current Arrangement in Connection With the 2014 CMBS Loan.” For information regarding the results of operations of the Carousel Owner, see “THE CAROUSEL CENTER—Management’s Discussion and Analysis of Results of Operations” and “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER.”

The Carousel Manager

The Carousel Center is currently managed by the Manager pursuant to a management agreement with the Carousel Owner.

The Pyramid Companies

PCO, the Carousel Owner, the Manager and the Expansion Owner are a part of an affiliated group of partnerships commonly referred to as the Pyramid Companies (collectively, “Pyramid”). Both the Carousel Center and the Expansion Project are managed by the Manager, but pursuant to separate management agreements. Pyramid, headquartered in Syracuse, New York, was founded by Robert Congel in 1969 and over the last four decades has become one of the largest privately-held developers and operators of regional and super-regional destination shopping centers in the country, having developed in excess of 22 million square feet of GLA. Pyramid’s portfolio has grown to consist of 17 retail properties in New York, Massachusetts and Virginia totaling over 18 million square feet of GLA and generating approximately \$4.0 billion in annual sales. The malls provide a broad range of shopping alternatives to serve the needs of customers in a variety of market segments.

Pyramid’s mission is to operate as a focused, responsive and agile organization. Throughout its operating history, Pyramid has consistently taken a hands-on approach and has sought to maximize the value of its portfolio through innovative redevelopment, proactive leasing, tenant mixing and expansion. Pyramid has become a leading developer in the shopping center industry by, among other things, (i) attracting traditionally stand alone and strip-center, big-box stores into its malls, such as Dick’s Sporting Goods, Best Buy, Barnes & Noble, Home Depot, BJ’s Wholesale Club, and Target, and (ii) adding entertainment uses such as Regal Cinemas, Wonderworks and Pole Position Raceway.

THE CAROUSEL CENTER

General Description of the Carousel Center

The Carousel Center is a multi-level enclosed shopping center located in Syracuse, New York that is part of an integrated super-regional shopping center known as Destiny USA. Destiny USA is the sixth largest shopping center in the United States, containing approximately 2.4 million square feet of GLA, of which the Carousel Center contains approximately 1.5 million square feet of GLA. Destiny USA is located near the convergence of Interstate 81, the primary north–south highway connecting Canada to Tennessee; Interstate 90 (New York State Thruway), which runs east–west between Boston and Buffalo; and Interstate 690, a major local east–west artery.

Opened in 1990, the Carousel Center has substantially changed the region’s retail shopping landscape. The Carousel Owner expanded the center in 1994 by 100,000 square feet with the addition of Lord & Taylor. The Carousel Center is presently situated on approximately 44.41 acres, which is subject to the PILOT Agreement, the Carousel Installment Sale Agreement and the PILOT Mortgages. The Carousel Center is also subject to the Anchor REA pursuant to which Lord & Taylor and Macy’s have the right to exclusive possession of its respective portion of the GLA until the scheduled expiration of the Anchor REA on December 18, 2056. Lord & Taylor and Macy’s also hold title to the improvements and pay only nominal sums in rent. The Lord & Taylor and Macy’s stores together occupy approximately 270,000 square feet of the GLA of the Carousel Center. The other approximately 1.24 million square feet of the Carousel Center is beneficially owned by the Carousel Owner. The Carousel Center has four levels of shopping, restaurants and other venues. The center court features a seven-story atrium accessed by four elevators.

The Carousel Center is currently anchored by Lord & Taylor, Macy’s, JCPenney, Forever 21, Best Buy and Burlington Coat Factory and features approximately 130 mall shops. Big-box stores include Best Buy, H&M, Burlington Coat Factory, Forever 21, DSW Shoe Warehouse, Against All Odds and Finish Line. At Home is scheduled to open in December 2016 and will also anchor the Carousel Center. The Carousel Center includes a partial below grade floor known as the Commons Level with retail GLA of approximately 161,000 square feet, as well as below-grade garage areas, which have direct access to the Commons Level. Level four of the Carousel Center contains the Regal Cinemas 17-screen stadium cinema complex. In addition, the Carousel Center contains four sit-down restaurants and a food court. A combination of surface parking areas, the below grade garage and a parking deck provide 5,044 parking spaces, and auxiliary lots provide additional on-grade parking. One of the most unique features of the Carousel Center is the Philadelphia Toboggan Company Carousel No. 18, built in 1909, which is featured prominently inside the Carousel Center. The Carousel Owner spent two years restoring the carousel to its original beauty.



Selected Statistical Data Regarding the Carousel Center*

Total GLA as of July 31, 2016	1,507,052 ⁽¹⁾	Mall Shop Occupancy Rate.....	95% ⁽²⁾
2016 TTM Total Carousel Center Sales	\$395 million ⁽³⁾	Total Carousel Center Occupancy Rate	88% ⁽⁴⁾
2016 TTM Mall Shop Sales per Square Foot	\$599 ⁽⁵⁾		

* Approximately 90% of the Carousel Center's tenants are required pursuant to the terms of their leases to report their sales to the Carousel Owner.

(1) 270,000 square feet of the GLA is subject to the Anchor REA.

(2) Based on in-line mall shops of less than 10,000 square feet as of July 31, 2016.

(3) Includes estimated specialty leasing sales. \$388.9 million with estimated specialty leasing sales excluded. "TTM" means trailing twelve months.

(4) Based on annualized rent roll as of July 31, 2016.

(5) Based on mall shop tenants of less than 10,000 square feet that report sales and were open for the entire period.

Source: Carousel Owner.

Tenant and Lease Information

The Carousel Owner derives its revenue primarily from the rents and other amounts paid by the Carousel Center's tenants pursuant to their tenant leases. Included below are several tables that set forth specific information on the Carousel Center's tenants, leases, occupancy and sales. See "THE PLAN OF FINANCE—The Carousel Center PILOT Payments;" "CERTAIN INVESTMENT RISKS—Payment by Tenants Pursuant to Leases;" and "—Dependence on Tenants."

Carousel Center Tenant Summary

Tenant ⁽¹⁾	GLA ⁽²⁾	% of Total GLA	Base Rent PSF ⁽³⁾	Lease Start	Lease Expiration	2015			June 2016 TTM ⁽⁴⁾		
						Sales	Sales PSF	Occ Cost	Sales	Sales PSF	Occ Cost
JCPenney	158,590	11%	4	10/15/90	10/31/20	16.4	103	13.9%	16.4	103	14.3%
At Home	88,464	6%	10	TBD	TBD	N/A	N/A	N/A	N/A	N/A	N/A
Regal Cinemas ⁽⁵⁾	76,000	5%	21	10/15/90	06/30/23	9.4	124	18.1%	9.3	122	17.2%
Burlington Coat Factory	61,309	4%	10	09/28/12	09/30/22	7.5	122	9.8%	7.5	122	10.0%
Forever 21	60,950	4%	13	04/14/12	01/31/23	6.5	107	21.4%	6.2	102	22.4%
Best Buy	50,000	3%	19	11/20/98	01/31/19	45.0	900	3.6%	45.0	900	3.6%
Finish Line	23,550	2%	4	04/24/97	06/30/19	4.5	192	13.1%	4.6	197	13.9%
Against All Odds	21,722	1%	8	10/01/04	04/30/20	1.6	72	11.7%	1.5	70	11.8%
DSW	21,350	1%	15	11/18/99	09/30/24	4.3	202	16.7%	4.1	190	18.2%
H&M	19,157	1%	14	09/22/11	01/31/22	5.7	300	8.8%	5.9	307	8.8%
Victoria's Secret	12,636	1%	51	05/30/08	01/31/24	5.8	458	15.2%	5.7	451	15.8%
American Eagle Outfitters	10,759	1%	89	07/16/08	01/31/19	5.9	545	18.5%	5.9	546	19.1%
Abercrombie & Fitch	10,382	1%	32	11/17/98	01/31/17	2.1	199	33.9%	1.9	187	24.1%
Reporting Anchor / Major Subtotal / Weighted Average	614,869	41%	8			114.6	218	10.8%	114.0	217	10.8%
Reporting In-Line Tenants Subtotal / Average	323,660	21%	50			193.1	598	14.7%	194.0	599	14.3%
Non-collateral Anchors											
Macy's	170,000	11%				42.7	251	5.0%	42.7	251	5.2%
Lord & Taylor	100,000	7%				20.0	200	7.7%	20.0	200	8.0%
Non-collateral Anchors Subtotal / Average	270,000	18%				62.7	232	5.5%	62.7	232	5.7%
Additional Tenants⁽⁶⁾	34,868	2%				20.9	N/A	N/A	18.2	N/A	N/A
Total Reporting / Average	1,243,397					391.4	319	12.9%	388.9	296	12.3%

(1) Sales for Macy's, Lord & Taylor, Burlington Coat Factory and Best Buy reflect estimates provided by the Manager.

(2) GLA reflects June 2016 TTM square footage.

(3) Based on the annualized rent roll as of July 31, 2016. "PSF" means per square foot.

(4) June 2016 TTM occupancy costs reflect June 2016 TTM sales and full year 2016 estimated expenses.

(5) Regal Cinemas has 17 screens. Sales represent sales per screen.

(6) Additional Tenants represents tenants that only reported a partial year of sales or who closed during the period.

Source: Carousel Owner.

Carousel Center Lease Rollover Schedule⁽¹⁾

Year	Number of Leases Expiring	Square Feet Expiring	% of Square Feet Expiring	Base Rent Expiring	% of Base Rent Expiring	Cumulative Square Feet Expiring	Cumulative % of SF Expiring	Cumulative Base Rent Expiring	Cumulative % of Base Rent Expiring
Vacant	41	263,655	17.5%	-	0.0%	263,655	17.5%	-	0.0%
2016 & MTM ⁽²⁾	8	11,654	0.8%	943,500	3.6%	275,309	18.3%	943,500	3.6%
2017	17	63,727	4.2%	2,527,867	9.7%	339,036	22.5%	3,471,367	13.3%
2018	15	38,978	2.6%	2,636,391	10.1%	378,014	25.1%	6,107,758	23.4%
2019	12	102,869	6.8%	3,221,798	12.3%	480,883	31.9%	9,329,555	35.8%
2020	22	247,271	16.4%	3,245,140	12.4%	728,154	48.3%	12,574,696	48.2%
2021	10	37,629	2.5%	1,197,372	4.6%	765,783	50.8%	13,772,068	52.8%
2022	12	104,707	6.9%	2,582,955	9.9%	870,490	57.8%	16,355,023	62.7%
2023	16	175,029	11.6%	4,126,560	15.8%	1,045,519	69.4%	20,481,583	78.5%
2024	9	60,374	4.0%	2,274,045	8.7%	1,105,893	73.4%	22,755,628	87.2%
2025	5	13,672	0.9%	877,015	3.4%	1,119,565	74.3%	23,632,643	90.6%
2026	7	14,843	1.0%	779,207	3.0%	1,134,408	75.3%	24,411,850	93.5%
2027 & Beyond	7	372,644	24.7%	1,684,734	6.5%	1,507,052	100.0%	26,096,584	100.0%
Total	181	1,507,052	100.0%	26,096,584	100.0%				

(1) Based on the annualized rent roll as of July 31, 2016.

(2) MTM tenants include T-Mobile (in-line and kiosk locations), Body by Pagoda and Americu Credit Union ATM.

Source: Carousel Owner.

Carousel Center Historical and Current Occupancy⁽¹⁾⁽²⁾⁽³⁾

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Current</u>
In-Line - Excluding Specialty Tenants	84%	87%	91%	90%	84%	83%
In-Line - Including Specialty Tenants	93%	96%	96%	97%	93%	92%
Carousel Center - Excluding Specialty Tenants	86%	91%	93%	92%	88%	83%
Carousel Center - Including Specialty Tenants	93%	94%	97%	97%	93%	88%

(1) Historical occupancies reflect the year end occupancy of the property of the respective year. Current occupancy as of July 31, 2016.

(2) Specialty tenants are defined as short-term/temporary tenants that are leasing vacant space at the Carousel Center.

(3) For occupancy purposes, in-line tenants are defined as tenants with square footage of less than 10,000 square feet.

Source: Carousel Owner.

Carousel Center In-Line Tenant Sales⁽¹⁾⁽²⁾

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Current</u>
Total Carousel Center - Sales (millions) ⁽³⁾	387	395	387	391	398	395
In-line Tenant Sales PSF ⁽⁴⁾⁽⁵⁾	512	526	531	571	598	599
Occupancy Costs ⁽⁴⁾⁽⁶⁾⁽⁷⁾	15%	15%	16%	15%	15%	14%

(1) Data reflects information provided by the Carousel Owner.

(2) Current as of June 2016 TTM.

(3) Includes estimated specialty leasing sales.

(4) In-line tenant sales PSF and occupancy costs are for comparable tenants less than 10,000 square feet.

(5) In-line tenant sales PSF excluding the Apple Store were \$477 and \$476 for June 2016 TTM and 2015, respectively.

(6) Current in-line tenant occupancy costs are based on June 2016 TTM sales and estimated 2016 full year occupancy costs.

(7) Occupancy costs excluding the Apple Store were 18% for June 2016 TTM and 2015.

Source: Carousel Owner.

Carousel Center Annual Mall Shop Sales⁽¹⁾

<u>Year</u>	<u>Carousel Center Mall Shop Square Feet</u>	<u>Carousel Center Mall Shop Sales (\$ Millions)</u>	<u>Carousel Center Mall Shop Sales PSF</u>
2012	326,454	\$171.59	\$526
2013	330,913	\$175.65	\$531
2014	323,760	\$184.77	\$571
2015	322,891	\$193.13	\$598
2016 ⁽²⁾	323,660	\$194.01	\$599

(1) Amounts shown above are based on mall shop tenants of less than 10,000 square feet that reported sales to the Carousel Owner and were open for the entire period.

(2) This amount represents the June 2016 TTM.

Source: Carousel Owner.

The shopping center industry views mall shop performance as an important indicator of overall center performance. In 2015, the national average for non-anchor sales per square foot was approximately \$474 for shopping centers in the regional and super regional categories according to “Centerview an ICSC Shopping Center Benchmarking Report April 2016” published by ICSC Research. The Carousel Center has consistently exceeded national averages; in 2015, its mall shop sales per square foot were \$598. The Carousel Owner believes that its performance in this category is due in part to its policy of proactively and regularly enhancing tenant mix to achieve maximum sales from tenants. For example, since 2014, the Carousel Center’s tenant mix was significantly enhanced with the openings of tenants such as lululemon, Microsoft and Vans. In addition, At Home is expected to open in December 2016 and will be considered an anchor tenant.

Management’s Discussion and Analysis of Results of Operations

Operating History

The following selected financial data and other operating information for the two years ended December 31, 2015 and December 31, 2014 are derived from the audited financial statements of the Carousel Owner. The selected financial data and other operating information for the trailing twelve months ended June 30, 2016 is derived from interim financial statements and is unaudited. The data should be read in conjunction with the financial information and related notes included herein as “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER.”

RESULTS OF OPERATIONS

(Dollars in thousands)

	June 30, 2016	Year Ended December 31,	
	TTM (unaudited)	2015	2014
Revenues			
Minimum rent ⁽¹⁾	\$27,219	\$28,590	\$27,844
Recoveries and additional rent ⁽²⁾	23,700	24,533	24,398
Percentage rent ⁽³⁾	643	627	538
Specialty leasing ⁽⁴⁾	1,851	1,856	1,653
Total Revenues	\$53,413	\$55,606	\$54,433
Operating Expenses			
Real estate and other taxes	\$597	\$626	\$655
Utilities	1,804	1,930	2,061
Repairs, maintenance, and supplies	4,940	5,303	5,578
Management fees ⁽⁵⁾	1,688	1,940	1,677
Marketing	412	405	475
Insurance	344	426	568
General and administrative	196	186	170
Total Operating Expenses	9,981	10,816	11,184
Excess of Revenues over Operating Expenses	\$43,432	\$44,790	\$43,249

⁽¹⁾ Minimum rent is defined as base rent, net of abatements.

⁽²⁾ Recoveries and additional rent include taxes, common area, insurance, energy and other recoverable expenses.

⁽³⁾ Percentage rent is defined as overage payments for gross receipts in excess of annual minimum gross receipts.

⁽⁴⁾ Specialty leasing includes revenues from tenants with license agreements having an initial term of less than 12 months.

⁽⁵⁾ Management fees are 3% of revenues for property management services.

The audited financial statements contained in “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER” have been prepared on the federal income tax basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States, as described more fully in the footnotes to the audited financial statements in “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER” and the trailing twelve months ended June 30, 2016 financial data included in the table above has been prepared on the modified income tax basis. The following discussion and analysis of results of operations for the trailing twelve months ended June 30, 2016 and the two years ended December 31, 2015 and December 31, 2014 should be read together with the table above with reference to the audited financial statements and related footnotes thereto included herein as “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER.”

Revenues

Revenues for the Carousel Owner can vary from period to period in large part due to changes in tenancy (tenant openings and closings), lease-obligated rent increases or escalations, and changes in the underlying expenses upon which additional rent recoveries are charged. The Carousel Owner has used financial incentives, which may be in the form of rent abatements, cash allowances, or tenant construction costs paid for by the Carousel Owner, to induce tenants into entering into long-term leases to open stores in the Carousel Center. These investments, or

inducements, are designed to help tenants pay for the tenant's costs incurred to construct, equip, and open their stores.

For the twelve month period ended June 30, 2016, revenues decreased 3.9%, or \$2.2 million, as compared to the year ended December 31, 2015. The decrease in revenues was primarily attributable to a decrease in fixed annual minimum rent payments and recoveries and additional rent, which decreased \$1.4 million and \$0.8 million, respectively, for the year ended December 31, 2015 to \$27.2 million and \$23.7 million, respectively, for the twelve months ended June 30, 2016. These decreases were the result of recent tenant closings. Percentage rent revenues increased 2.5%, or \$16,000, from the year ended December 31, 2015 as a result of net increase in overall tenant sales for certain tenants. Specialty leasing revenues decreased 0.3%, or \$5,000, from the year ended December 31, 2015.

For the year ended December 31, 2015, revenues increased 2.2%, or \$1.2 million as compared to the same period ended December 31, 2014. Fixed annual minimum rent payments increased \$0.8 million from \$27.8 million in 2014 to \$28.6 million in 2015, as a result of rent step increases and net changes in tenancy. Percentage rent revenues increased 16.5%, or \$90,000, from the year ended December 31, 2014, as compared to the same period in 2015, as a result of net increase in overall tenant sales for certain tenants. Specialty leasing revenues increased 12.2%, or \$0.2 million, from the year ended December 31, 2014, as compared to the same period in 2015.

Operating Expenses

For the twelve month period ended June 30, 2016, total operating expenses decreased \$0.8 million, or 7.7%, compared to the year ended December 31, 2015. Real estate and other taxes decreased \$29,000, or 4.7%, for the twelve month period ended June 30, 2016, as a result of lower tax assessments. Repairs, maintenance and supply expenses decreased \$0.4 million, or 6.8%, for the twelve month period ended June 30, 2016. Utilities, management fees, and insurance experienced a combined decrease of \$0.5 million, or 10.7% in the twelve months ended December 31, 2015 as compared to the same period for 2014. These decreases resulted from lower management fees which were directly attributed to revenues, lower energy rates and lower insurance claim payments.

For the year ended December 31, 2015, total operating expenses decreased \$0.4 million, or 3.3%, compared to the same period for 2014. Real estate and other taxes decreased \$29,000, or 4.4%, for the year ended December 31, 2015. Management fees increased \$0.3 million, or 15.7%, for the year ended December 31, 2015, primarily due to increase in revenues and timing of prepaid rent. Utilities, repairs, maintenance and supply expenses, insurance, and general and administrative expenses experienced a combined decrease of \$0.5 million, or 6.3%, in the twelve months ended December 31, 2015 as compared to the same period for 2014. These decreases resulted from outsourcing of janitorial and security staff, decrease in insurance premiums and deductibles, lower energy rates, and lower specialty expense from integration and enhancing specialty leasing activities.

THE EXPANSION PROJECT

General

The Expansion Project is part of a multi-level enclosed shopping center located in Syracuse, New York that, together with the Carousel Center, is operated as an integrated super-regional shopping center known as Destiny USA. There are, however, important distinctions between these two components of the overall Destiny USA shopping center, including, without limitation, distinctions related to separate ownership, separate CMBS debt and the fact that only the Carousel Center, and not the Expansion Project, is the source of payment and security for the PILOT Bonds (except with respect to insurance or condemnation proceeds derived from the Expansion Project which may, to the extent necessary to preserve the tax-exempt status of interest on the Series 2016A Bonds, be available to redeem the Series 2016A Bonds). The Expansion Project entailed the three-level expansion of the Carousel Center by approximately 850,000 square feet of GLA. However, no direct or indirect interest of any kind in the Expansion Project or the revenues to be derived therefrom by the Expansion Owner (other than as noted above with respect to proceeds of casualty insurance or condemnation), the Issuer or any other party will be available as a source of payment or security for the PILOT Bonds. While the Carousel Owner and the Expansion Owner are indirectly under the common ownership and control of PCO, the Carousel Owner has no direct interest in or control over the Expansion Project or the Expansion Owner. The Expansion Owner is not liable for the payment of the Carousel Center PILOT Payments. See "THE PLAN OF FINANCE—The Carousel Center PILOT Payments."

The Expansion Project is contiguous with the Carousel Center, and the Expansion Project and the Carousel Center share areas of ingress and egress, parking, utilities and infrastructure. However, each of the Expansion Project and the Carousel Center contain their own respective common areas and leasable areas. As beneficial owner of the Expansion Project, the Expansion Owner operates the Expansion Project and is entitled to enter into leases, occupancy agreements and licenses for the possession and use by tenants and other users and collect the rent and other revenue therefrom. Lease rentals or other occupancy payments in connection with the Carousel Center and the Expansion Project, respectively, are not shared or otherwise pro-rated between the Carousel Owner and the Expansion Owner, and neither the Carousel Owner nor the Expansion Owner have any legal or economic rights in payments which are owed to the other. Also, although common vendors provide services (e.g., maintenance and janitorial, security, utilities, and property management) in respect of the Carousel Center and the Expansion Project, the respective obligations of the Carousel Owner and the Expansion Owner (a) are separate and independent, and (b) are allocated on an equitable basis (e.g., relative leasable area, separately metered, or time-based) to reflect the relative benefit to each entity to be derived from such services. The Carousel Owner and the Expansion Owner have entered into reciprocal easements in respect of shared areas of ingress and egress, shared infrastructure, shared utilities and shared parking facilities to the extent practicable. The Carousel Owner and the Expansion Owner also entered into separate management agreements with the Manager. No part of the land or other property constituting the Expansion Project, no interest of the Issuer therein, and no payments in lieu of real property taxes with respect to the Expansion Project or other revenues of the Issuer with respect to the Expansion Project or of the Expansion Owner, will be available as a source of payment or security for the PILOT Bonds.

The Expansion Owner is currently indebted to the 2014 CMBS Lender for a mortgage loan in the principal amount of \$130,000,000 (the “Expansion CMBS Loan”), which is secured by a mortgage from the Expansion Owner and the Issuer to the 2014 CMBS Lender encumbering the Expansion Owner’s interest in the Expansion Project. The entire original principal amount of the Expansion CMBS Loan is scheduled to mature on June 6, 2019, which is the same maturity date as the 2014 CMBS Loan.

General Description of the Expansion Project

The tenants of the Expansion Project include traditional retailers and restaurants as well as entertainment and outlet retailers. Taken together, the combination of the Carousel Center and the Expansion Project constitutes the only shopping center or mall area of its size with such a mix of occupants in the entire central New York region. However, the Expansion Owner, not the Carousel Owner, controls the operation and leasing of the Expansion Project, so no assurance can be given that the Expansion Project will continue to be managed and operated as expected by the Carousel Owner for the term of the PILOT Bonds.

Selected Statistical Data Regarding the Expansion Project*

Total GLA as of July 31, 2016	878,918 ⁽¹⁾	Mall Shop Occupancy Rate.....	82% ⁽²⁾
2016 TTM Total Expansion Project Sales	\$135 million ⁽³⁾	Total Expansion Project Occupancy Rate	89% ⁽⁴⁾
2016 TTM Mall Shop Sales per Square Foot.....	\$300 ⁽⁵⁾		

* Approximately 91% of the Expansion Project’s tenants are required pursuant to the terms of their leases to report their sales to the Expansion Owner.

(1) None of the GLA is subject to the Anchor REA.

(2) Based on in-line mall shops of less than 10,000 square feet as of July 31, 2016.

(3) Includes estimated specialty leasing sales. \$132.0 million with estimated specialty leasing sales excluded.

(4) Based on occupancy as of July 31, 2016.

(5) Based on mall shop tenants of less than 10,000 square feet that report sales and were open for the entire period.

Source: Carousel Owner.

DESTINY USA AND CENTRAL NEW YORK

General

Destiny USA is an integrated super-regional shopping center comprised of the Carousel Center and the Expansion Project and is an approximately 2.4 million square foot shopping, dining, entertainment and outlet destination located in Syracuse, New York. Destiny USA's central location in the northeastern United States extends its reach to approximately 5.8 million people within a 250 mile drive of the facility.¹ Major target markets within this area include eastern Canadians, tourists, university students and regional residents.

Among other things, Destiny USA is

- New York State's largest shopping, dining, entertainment and outlet destination;²
- The sixth largest enclosed shopping center in the country; and³
- Attracting an estimated 26 million guests every year.⁴

There are many attractive options for traveling to, from and around Syracuse and central New York by car, bus, plane or train, and the region is at the crossroads of two of New York's major highways, an international airport and a regional transportation center that serves trains and national bus service.

Competitive Environment

Retail and entertainment districts such as Armory Square, Erie Boulevard and the suburban retail district located in Camillus, New York and on Route 31 in Clay, New York, and outlets in Waterloo, New York, provide competition with respect to certain types of retailers and dining venues. Since opening 25 years ago and the subsequent rebranding as Destiny USA in August of 2012, many competitors have either left the market or substantially changed their business, with the result that they are no longer competing with Destiny USA. The primary competition for Destiny USA is Great Northern Mall. Great Northern Mall still operates as an enclosed regional mall, but their anchor stores are limited to Macys, Sears and Dick's Sporting Goods, respectively. Based upon measures standard in the industry, such as size and sales per square foot, Destiny USA is the largest shopping, dining and entertainment destination in New York State and the sixth largest in America.

Destiny USA currently contains numerous tenants that are unique to central New York. Destiny USA has been successful in attracting non-traditional mall tenants, such as Nordstrom Rack, Jared the Galleria of Jewelry, Best Buy, Old Navy, Lush, Wonderworks, Margaritaville, 5 Wits, At Home, Dave & Busters and Pole Position.

Driving the Tourism Economy⁵

Destiny USA is at the center of tourism in New York. Tourist spending in New York reached an all-time high in 2015 of \$62.5 billion, which was 18% above the state's pre-recession peak set in 2008. Some highlights are as follows:

- 31% was from international visitors;
- \$11.8 billion was spent by tourists on retail;
- Tourism is the second largest industry in New York with more than 227 million visitors annually, generating \$100.1 billion in economic impact;
- Conventions and activities throughout central New York attract tourists to the area each year, many of which make a stop at Destiny USA during their travels; and
- New York will spend \$50 million on tourism marketing in 2016.

¹ Source: Carousel Owner

² Visit Syracuse (CVB Research)

³ International Council of Shopping Centers: ICSC Database

⁴ Oxford Economics Study, 2012

⁵ Governor Andrew M. Cuomo: <https://www.governor.ny.gov/news/governor-cuomo-announces-series-actions-promote-tourism-and-draw-visitors-catskills-region>

Since rebranding as Destiny USA in August of 2012, significant dollars have been invested into establishing Destiny USA as an international tourist destination and growing the tourism economy in central New York. Destiny USA's four hour trade area contains a current population of approximately 36.7 million residents and includes all of Syracuse, Buffalo, Rochester, Albany, Binghamton, New York City, Niagara Falls, Toronto, Ottawa, Montreal and more.⁶

Registered motor coach visitation to Destiny USA in 2016 is currently up nearly 60% over 2015.⁷ Destiny USA has already welcomed travelers from France, the Philippines, Germany, Greece, Canada, Bosnia, Iraq, India, Australia, Mexico, Israel, the Czech Republic and both mainland China and Taiwan in 2016.⁸ In addition, Destiny USA's data shows that guests have visited Destiny USA from all 50 states.

According to research conducted by Young Strategies, Inc., guests have travelled to this area of central New York specifically to experience Destiny USA.⁹ In fact, Destiny USA is continually cited as a motivating factor for traveling to central New York by both domestic and international travelers and tourists. The majority of these tourists are "first-timers" in need of direction, assistance and education on the key attributes of central New York and the region's wide variety of attractions.

In addition, Destiny USA has advanced its hotel plans to help drive tourism and has already begun construction on its 209-room, all-suites hotel with a planned opening in the fall of 2017. The planned hotel will be located at the southeast corner of Hiawatha Boulevard West and Solar Streets, directly across Hiawatha Boulevard from Destiny USA. The hotel will cost an estimated \$48 million to build.

Strengths in Diverse Industries¹⁰

Last year was an important year for central New York, which was selected for Gov. Andrew Cuomo's initiative to pump up the upstate New York economy with \$1.5 billion in development aid. The Cuomo administration selected central New York as one of three winners in the Upstate Revitalization Initiative, a competition that pitted seven upstate New York regions against each other for \$1.5 billion in aid. The Finger Lakes region and the Southern Tier were the other winners. The central New York region will receive \$500 million over five years — allocated in roughly equal installments of \$100 million a year — to help fund development projects and programs designed to generate long-term job growth.

Some highlights are as follows:

- **Global Center for Unmanned Systems and Cross-Connected Platforms** – a \$250 million investment will position central New York as the global leader for unmanned aerial systems and their safe integration into commercial airspace by creating the first certified traffic management system for managing drones and unmanned aerial systems. The region is engaged with the National Aeronautics and Space Administration and the Federal Aviation Administration, leveraging its Federal Aviation Administration designated unmanned aerial systems test, and utilizing its expertise in precision sensing and data analytics to be a driving force in the unmanned aerial systems industry.
 - Potential collaborators include: C&S Companies; National Grid; Saab-Sensis; SRC Inc.; Verizon; Cornell University; Clarkson University; Onondaga Community College; SUNY College of Environmental Science and Forestry; SUNY Oswego; and Syracuse University.
- **New York-Grown, New York-Certified Safe and Market-Ready** – a \$50 million investment in projects to build a powerful brand identity and strong consumer preference for central New York agricultural products – within the region and around the globe – strengthening the state's dairy, fruit and vegetable industries and enhancing the region's overall rural economy. These efforts will result in expanded capabilities for extended shelf life products and controlled environment agriculture to extend the growing season and increase food production, resulting in increased sales, new jobs and helping to meet the global demand for nutritious and safe food.

⁶ Source: Carousel Owner

⁷ Source: Carousel Owner

⁸ Source: Carousel Owner

⁹ Young Strategies Inc. "Visit Syracuse, Onondaga County, New York Travel Market Research." Study Conducted Jan. 2015-May 2015. Final Report Submitted Nov. 2015.

¹⁰ Source: The Greater Syracuse Economic Growth Council; Community Guide to Greater Syracuse, Greater Syracuse Chamber of Commerce, 2016.

- Potential collaborators include: Cornell University; Dairy Farmers of America; Morrisville State College; and Cayuga Milk Ingredients.
- **Global Manufacturing and Logistics Hub** – a \$40 million investment to build infrastructure, including an inland port, to enable businesses to be more competitive through greater access to global markets. This initiative aims to dramatically reduce the cost to New York exporters of getting goods to international destinations, and create thousands of good paying jobs in the transportation, warehousing, manufacturing and agricultural sectors.
 - Potential collaborators include: Le Moyne College; the New York, Susquehanna and Western Railway; SUNY Oswego; Work Train; Mohawk Global Logistics; and Port of Oswego.

Transportation

Destiny USA is conveniently located at the crossroads of the I-690 and I-81 and is less than 10 minutes from the New York State Thruway. Located in the heart of New York, Destiny USA has great access to Canada from the north and west, and easy access to major cities in the northeast:

- 82,710 cars pass daily along I-690;
- 44,500 cars pass daily along Hiawatha Boulevard;
- 94,470 cars pass daily along I-81; and
- 36,850 cars pass daily along to I-90.¹¹

Syracuse Hancock International Airport is located approximately 5 miles from Destiny USA and is served by six major airlines (Air Canada, Allegiant, American Airlines, Delta, JetBlue and United). During the year ended December 31, 2015, boardings at the airport increased to a total of 1,000,722, compared to 998,900 for the year ended December 31, 2014.¹²

Moreover, the William F. Walsh Regional Transportation Center is adjacent to Destiny USA, which combines rail, bus and taxi services. Rail service is provided by Amtrak, while bus service is provided by Greyhound, Trailways, Centro and other local carriers.

Lakefront Development

The ongoing development of the Inner Harbor bordering Destiny USA continues to accelerate and significant progress was made in 2015, including:

- **Inner Harbor Development** – The Onondaga County Industrial Development Agency recently approved tax exemptions for a \$30.5 million, 108-unit apartment complex planned by COR Development Co. at the Inner Harbor, just blocks from Destiny USA. The mixed-use buildings are the second phase of the Inner Harbor development. COR Development Co. is nearing completion of construction on a 134-room, \$22.8 million Aloft Hotel on the south bank of the harbor, which is bordered by Van Rensselaer, West Kirkpatrick and Solar streets in the Syracuse’s lakefront area. The hotel is the only part of the development that is not covered by the tax exemptions.¹³
- **Lakeview Amphitheatre** – Construction on the new Lakeview Amphitheatre bordering Onondaga Lake and minutes from Destiny USA began in mid-February 2015 and was completed in September 2015, with many new national big-name acts attracting visitors from central New York and beyond.
- **Onondaga Lake Cleanup** – Dredging of Onondaga Lake was completed in 2014, which was a year ahead of schedule, and capping and habitat restoration are on schedule to be completed in 2016.

¹¹ Source: Carousel Owner

¹² Source: Carousel Owner, Visit Syracuse and Syracuse Hancock International Airport

¹³ http://www.syracuse.com/business-news/index.ssf/2016/02/tax_exemptions_approved_for_syracuse_inner_harbor_apartments_1.html

Medical Excellence¹⁴

The central New York region's hospital and health services cluster is large, specialized and growing, with nearly 40,000 jobs. Employment in the cluster has expanded by 12 percent since 2001 and even grew throughout the recession. Hospital and health services make up a greater share of employment in the central New York region than across the nation, and hospital and health services have a total output of \$3.9 billion. Employment in this cluster is spread throughout the region, but measures of productivity and wages in this sector are lower than the national average.

Until recently, market demand for most hospital and health services was primarily from within the central New York region. This is changing rapidly and in ways that could significantly reshape the nature of hospital and health services cluster. The global growth of the middle class and the attendant demand for health services has created new opportunities for the central New York region's health care providers. New efforts to seek and attract patients from other regions such as New York City and eastern Ontario, Canada, are under way and could be expanded to a global audience.

Merger and consolidation trends are also moving through the health care industry, forced by reductions to Medicaid and Medicare spending, and limiting traditional growth in health services. While certainly not insulated from these trends, this industry will generate substantial demand for new employees. The central New York region is positioned to capitalize on prevailing global trends and cultivate future growth through cost-advantage and the rise of global "health care tourism."

Biomedical manufacturing represents a significant employer in the region, one that has grown steadily. While not as highly concentrated as other high-tech sectors, medical devices and equipment and research dominate the biomedical sector in this region. The region also maintains a base of pharmaceutical suppliers producing for both human and animal markets, including Bristol-Myers Squibb and Hanford Pharmaceuticals in Syracuse. Additionally, a significant number of startups are gaining traction in this sector. Testing and medical laboratories form an important sub-cluster that has outpaced the nation's growth. Driven by domestic and global growth in the health services industry, employment growth in biomedical firms in the region has outpaced the national average. The cluster is export-oriented with Welch Allyn-Hill-Rom, in Skaneateles, exporting at least 25 percent of its product and some small manufacturers exporting at a much higher rate (such as Oswego County-based Design Concepts at 77 percent).

Commitment to Education¹⁵

Central New York and its surrounding region's network of 35 public- and private-sector institutions of higher education represent one of the region's largest employment sectors. The region's employment concentration in higher education is more than five times the national average and its schools attract 140,000 students. The private institutions alone offer nearly 27,300 jobs, a figure that doubles when the public institutions are added.

Private higher education institutions is one of the largest employment concentrations in the central New York region and make up a significantly greater share of employment in the central New York region than across the nation, at more than five times the national average. In 2012, colleges and hospitals accounted for six of the top 10 employers in the region with the most job openings. Higher education is also a source of exports, as it continues to attract foreign students. The significant presence of colleges and universities dominate the region's talent pool—and provides an enormous comparative advantage in retaining that talent after graduation. Colleges and universities are magnets for young people actively developing skills that fuel a knowledge-based economy. A large number of graduate students in STEM disciplines come from all over the world to study in central New York. Retaining this talent pool represents a significant growth opportunity to elevate the region's profile within the global economy.

¹⁴ *CNY Rising: from the Ground Up*: Central New York Regional Economic Development Council

¹⁵ *CNY Rising: from the Ground Up*: Central New York Regional Economic Development Council

THE CAROUSEL CENTER APPRAISAL

Executive Summary

Cushman & Wakefield, Inc. (“C&W”) prepared an appraisal of the Carousel Center addressed to the Carousel Owner and dated July 8, 2016 (the “C&W Appraisal”). The C&W Appraisal was stated to be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Based upon the Sales Comparison Approach and the Income Capitalization Approach, and other analyses as stated in the C&W Appraisal, the C&W Appraisal concluded that the as-is market value of the Carousel Center as of July 8, 2016 was \$500 million, subject to the assumptions and limiting conditions contained in the C&W Appraisal.

There is no assurance that the property and improvements which are the subject of the C&W Appraisal could be sold for the estimated value or an amount sufficient to make all of the Carousel Center PILOT Payments or pay in full the 2014 CMBS Loan. An appraisal is only an estimate of value, as of the specific date, and is subject to the assumptions and limiting conditions stated therein. As an opinion, the C&W Appraisal is not a measure of realizable value and may not reflect the amount that would be received if the property which is the subject of the appraisal were sold. Reference should be made to the entire C&W Appraisal report, a copy of which is attached hereto as “APPENDIX B—C&W APPRAISAL REPORT.”

C&W is a part of a network of affiliated companies providing real estate services. As such, from time to time, C&W and its affiliates may have provided, and in the future may provide, real estate related services, including brokerage and appraisal services, to Pyramid

The C&W Appraisal sets forth projections of revenue and expenses for an 11-year period as the basis for the valuation estimate. Such projections are based upon assumptions described within the C&W Appraisal. The following page illustrates the projections developed by C&W and is in all respects qualified by reference to the full text of the C&W Appraisal, attached to this Official Statement as “APPENDIX B—C&W APPRAISAL REPORT,” including, without limitation, the assumptions and limiting conditions described therein. In addition, see “CERTAIN INVESTMENT RISKS—C&W Appraisal; Failure to Realize Projections” for a discussion of some of the risks associated with relying on the C&W Appraisal in making an investment decision.

Annual Cash Flow Report – Carousel Center Company L.P.

Year	1	2	3	4	5	6	7	8	9	10	11
For the Years Beginning	Aug-16	Aug-17	Aug-18	Aug-19	Aug-20	Aug-21	Aug-22	Aug-23	Aug-24	Aug-25	Aug-26
For the Years Ending	Jul-17	Jul-18	Jul-19	Jul-20	Jul-21	Jul-22	Jul-23	Jul-24	Jul-25	Jul-26	Jul-27
Base Rental Revenue	\$ 28,482,850	\$ 29,296,473	\$ 29,330,630	\$ 30,007,870	\$ 30,994,930	\$ 31,748,492	\$ 32,143,262	\$ 33,099,765	\$ 33,943,790	\$ 34,638,836	\$ 35,562,103
Absorption & Turnover Vacancy	(2,951,708)	(1,865,923)	(302,509)	(350,724)	(435,067)	(137,008)	(563,139)	(299,471)	(371,705)	(264,854)	(801,807)
Base Rent Abatements	(455,768)	0	0	0	0	0	0	0	0	0	0
Scheduled Base Rental Revenue	\$ 25,075,374	\$ 27,430,550	\$ 29,028,121	\$ 29,657,146	\$ 30,559,863	\$ 31,611,484	\$ 31,580,123	\$ 32,800,294	\$ 33,572,085	\$ 34,373,982	\$ 34,760,296
Retail Sales Revenue	534,080	621,202	661,643	590,174	550,988	493,914	495,905	461,887	532,973	679,720	733,205
Common Area Maintenance	5,388,979	6,162,403	6,745,421	7,034,967	7,204,313	7,465,273	7,245,816	7,280,995	7,389,798	7,396,474	7,320,915
Real Estate Tax	14,868,106	16,186,818	17,232,286	17,940,877	18,678,276	19,632,358	20,373,290	21,285,318	22,240,270	23,138,685	23,614,138
Insurance	186,904	228,162	254,488	272,728	293,222	310,627	327,261	348,496	374,075	391,882	403,887
Energy	1,143,367	1,290,617	1,370,132	1,445,495	1,487,526	1,534,197	1,605,793	1,708,861	1,783,532	1,855,204	1,918,900
Miscellaneous Recoveries	946,600	984,002	995,374	1,005,822	993,004	1,001,748	972,463	992,686	1,008,794	1,001,011	995,683
Total Reimbursement Revenue	\$ 22,533,956	\$ 24,852,002	\$ 26,597,701	\$ 27,699,889	\$ 28,656,341	\$ 29,944,203	\$ 30,524,623	\$ 31,616,356	\$ 32,796,469	\$ 33,783,256	\$ 34,253,523
Specialty Rent	1,850,000	1,887,000	1,924,740	1,963,235	2,002,499	2,042,549	2,083,400	2,125,068	2,167,570	2,210,921	2,255,140
Other Income	311,663	317,896	324,254	330,739	337,354	344,101	350,983	358,003	365,163	372,466	379,915
TOTAL GROSS REVENUE	\$ 50,305,073	\$ 55,108,650	\$ 58,536,459	\$ 60,241,183	\$ 62,107,045	\$ 64,436,251	\$ 65,035,034	\$ 67,361,608	\$ 69,434,260	\$ 71,420,345	\$ 72,382,079
General Vacancy	(62,025)	(64,306)	(757,202)	(740,546)	(691,495)	(1,026,400)	(616,923)	(917,872)	(884,422)	(1,024,601)	(513,217)
Collection Loss	(476,854)	(526,515)	(560,503)	(577,059)	(595,217)	(617,998)	(623,465)	(646,200)	(666,385)	(685,694)	(694,749)
EFFECTIVE GROSS REVENUE	\$ 49,766,194	\$ 54,517,829	\$ 57,218,754	\$ 58,923,578	\$ 60,820,333	\$ 62,791,853	\$ 63,794,646	\$ 65,797,536	\$ 67,883,453	\$ 69,710,050	\$ 71,174,113
Common Area Maintenance	5,074,638	5,226,878	5,383,685	5,545,194	5,711,549	5,882,896	6,059,383	6,241,164	6,428,400	6,621,250	6,819,887
Management Fee	1,492,986	1,635,535	1,716,563	1,767,707	1,824,610	1,883,756	1,913,839	1,973,926	2,036,504	2,091,301	2,135,223
Energy	1,300,000	1,339,000	1,379,170	1,420,545	1,463,161	1,507,056	1,552,268	1,598,836	1,646,801	1,696,205	1,747,091
Compactor	120,787	124,411	128,143	131,987	135,947	140,025	144,226	148,553	153,009	157,600	162,328
Real Estate Taxes	18,798,744	19,549,273	20,329,793	21,141,506	21,985,659	22,863,547	23,776,520	24,725,981	25,713,387	26,740,257	27,808,169
Insurance	430,295	443,204	456,500	470,195	484,301	498,830	513,795	529,209	545,085	561,437	578,280
Other Expenses	415,000	427,450	440,274	453,482	467,086	481,099	495,532	510,398	525,710	541,481	557,725
TOTAL OPERATING EXPENSES	\$ 27,632,450	\$ 28,745,751	\$ 29,834,128	\$ 30,930,616	\$ 32,072,313	\$ 33,257,209	\$ 34,455,563	\$ 35,728,067	\$ 37,048,896	\$ 38,409,531	\$ 39,808,703
NET OPERATING INCOME	\$ 22,133,744	\$ 25,772,078	\$ 27,384,626	\$ 27,992,962	\$ 28,748,020	\$ 29,534,644	\$ 29,339,083	\$ 30,069,469	\$ 30,834,557	\$ 31,300,519	\$ 31,365,410
Capital Expenditures	309,263	318,541	328,097	337,940	348,078	358,521	369,276	380,354	391,765	403,518	415,624
Tenant Improvements	1,446,947	1,193,448	1,807,507	482,616	394,424	30,812	831,417	243,285	439,668	249,689	633,055
Leasing Commissions	216,718	401,683	516,994	230,360	176,082	15,023	412,525	108,609	211,371	111,469	285,038
TOTAL LEASING & CAPITAL COSTS	\$ 1,972,928	\$ 1,913,672	\$ 2,652,598	\$ 1,050,916	\$ 918,584	\$ 404,356	\$ 1,613,218	\$ 732,248	\$ 1,042,804	\$ 764,676	\$ 1,333,717
CASH FLOW BEFORE DEBT SERVICE	\$ 20,160,816	\$ 23,858,406	\$ 24,732,028	\$ 26,942,046	\$ 27,829,436	\$ 29,130,288	\$ 27,725,865	\$ 29,337,221	\$ 29,791,753	\$ 30,535,843	\$ 30,031,693
Implied Overall Rate	4.61%	5.37%	5.70%	5.83%	5.99%	6.15%	6.11%	6.26%	6.42%	6.52%	
Cash on Cash Return	4.20%	4.97%	5.15%	5.61%	5.79%	6.07%	5.77%	6.11%	6.20%	6.36%	

THE PLAN OF FINANCE

Sources and Uses of Proceeds

The estimated sources and uses of proceeds of the Series 2016A Bonds (including amounts transferred relative to the Series 2007A Bonds) and the Series 2016B Bonds are as follows (totals may not be exact due to rounding of individual entries):

<u>Sources of Funds</u>	Series 2016A Bonds	Series 2016B Bonds	Total
Bond Proceeds:			
Par Amount	\$198,940,000.00	\$10,600,000.00	\$209,540,000.00
Premium	29,141,290.25		29,141,290.25
Other Sources of Funds:			
Debt Service Fund	2,851,062.50		2,851,062.50
Debt Service Reserve Fund (GIC)	13,199,928.28		13,199,928.28
Debt Service Reserve Fund (Cash)	2,250,000.00		2,250,000.00
Total Sources of Funds	\$246,382,281.03	\$10,600,000.00	\$256,982,281.03
<u>Uses of Funds</u>			
Deposits:			
Refunding Escrow	\$227,950,977.32	\$5,698,774.43	\$233,649,751.75
Debt Service Reserve Fund	14,763,786.36	686,141.92	15,449,928.28
Other Uses:			
State Bond Issuance Charge	1,657,175.72	88,298.29	1,745,474.01
Additional Proceeds	1,290.25	2,043.29	3,333.54
Costs of Issuance ⁽¹⁾	2,009,051.38	4,124,742.07	6,133,793.45
Total Uses of Funds	\$246,382,281.03	\$10,600,000.00	\$256,982,281.03

⁽¹⁾ Includes attorneys' fees, initial purchasers' compensation, underwriters' discount, printing costs, Rating Agency fees, and other expenses associated with the issuance of the Series 2016 Bonds.

In order to accomplish the refunding of the Series 2007A Bonds, a portion of the proceeds of the sale of the Series 2016A Bonds will be deposited in a special trust fund pursuant to a refunding escrow trust agreement to be entered into among the Issuer, the Carousel Owner and the Bond Trustee. The moneys so deposited in the special trust fund will be used to acquire the Defeasance Securities, the principal of and interest on which, when due, will provide moneys sufficient for, and the Defeasance Securities will be deposited with the Bond Trustee pursuant to the Indenture upon the issuance and delivery of the Series 2016A Bonds and will be held in trust for, the payment of the principal or Redemption Price of, as the case may be, the Series 2007A Bonds, and the interest due and to become due on the Series 2007A Bonds, on and prior to their redemption date of January 1, 2017.

Proceeds of the Series 2016A Bonds

The proceeds of the Series 2016A Bonds will be applied, in substantial part, to redeem in whole the Series 2007A Bonds on their redemption date of January 1, 2017 at a Redemption Price of one hundred percent (100%) of the unpaid principal amount of the Series 2007A Bonds. The accuracy of the arithmetical computations of the adequacy of the amounts of maturing principal of and interest on the Defeasance Securities to pay when due the principal and Redemption Price of, as the case may be, and interest on the Series 2007A Bonds will be verified by American Municipal Tax-Exempt Compliance Corporation of Avon, Connecticut, a tax compliance specialty firm, and Stephen Miller, a certified public accountant (collectively, the "Verification Agent"). Upon delivery of a Favorable Opinion of Bond Counsel to the Issuer and an opinion of Independent Counsel in compliance with the terms of the Indenture, and receipt of a Rating Confirmation, and in reliance upon such verification of mathematical computations by the Verification Agent, upon making such deposits with the Bond Trustee and upon the issuance of

certain irrevocable instructions to the Bond Trustee, the Series 2007A Bonds will, under the terms of the Indenture, be deemed to have been paid, and the covenants, agreements and other obligations of the Issuer to the Holders of the Series 2007A Bonds will be discharged and satisfied. The Holders of the Series 2016A Bonds will have no security interest in the proceeds so deposited, including the Defeasance Securities and interest therefrom. The Carousel Owner has no interest in or right to receive or control the expenditure of any proceeds of the Series 2016A Bonds except as described herein.

Projected Debt Service Requirements

The following table sets forth, for each period ending January 1, up to and including January 1, 2036, (i) the annual amount required for the payment of principal due on the Series 2016A Bonds, (ii) the annual amount required for the payment of interest on the Series 2016A Bonds, (iii) the total annual debt service requirements of the Series 2016A Bonds, (iv) the total annual debt service requirements of the Series 2007B Bonds, (v) the total annual debt service requirements of the Series 2016B Bonds, and (vi) the aggregate annual debt service requirements of the Series 2016A Bonds, the Series 2016B Bonds and the Series 2007B Bonds. Amounts shown do not include Expected DSRF Earnings or projected fees and expenses of the Bond Trustee, the Bondholder Representative, the PILOT Trustee or any other person which are excluded from Accrued Debt Service, as such term is used herein. See “APPENDIX A—MASTER GLOSSARY.”

Period Ended <u>January 1</u>	<u>Series 2016A Bonds</u> <u>Annual Debt Service Requirements</u>			<u>Series 2007B Bonds</u> <u>Annual Debt Service</u> <u>Requirements</u>	<u>Series 2016B Bonds</u> <u>Annual Debt</u> <u>Service Requirements</u>	<u>Total</u> <u>PILOT Bonds Annual</u> <u>Debt Service</u> <u>Requirements</u>
	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>			
2017 ⁽¹⁾	\$0	\$1,988,520	\$1,988,520	\$5,021,006	\$106,000	\$7,115,526
2018	\$55,000	\$9,942,600	\$9,997,600	\$8,433,723	\$530,000	\$18,961,323
2019	\$45,000	\$9,940,950	\$9,985,950	\$9,204,219	\$530,000	\$19,720,169
2020	\$40,000	\$9,939,600	\$9,979,600	\$9,997,068	\$530,000	\$20,506,668
2021	\$30,000	\$9,938,400	\$9,968,400	\$10,831,849	\$530,000	\$21,330,249
2022	\$25,000	\$9,937,500	\$9,962,500	\$11,687,868	\$530,000	\$22,180,368
2023	\$20,000	\$9,936,750	\$9,956,750	\$12,580,286	\$530,000	\$23,067,036
2024	\$5,000	\$9,936,150	\$9,941,150	\$13,513,126	\$530,000	\$23,984,276
2025	\$0	\$9,936,000	\$9,936,000	\$14,479,841	\$530,000	\$24,945,841
2026	\$0	\$9,936,000	\$9,936,000	\$15,483,884	\$530,000	\$25,949,884
2027	\$0	\$9,936,000	\$9,936,000	\$15,523,138	\$530,000	\$25,989,138
2028	\$4,455,000	\$9,936,000	\$14,391,000	\$12,107,133	\$530,000	\$27,028,133
2029	\$17,865,000	\$9,713,250	\$27,578,250		\$530,000	\$28,108,250
2030	\$19,885,000	\$8,820,000	\$28,705,000		\$530,000	\$29,235,000
2031	\$22,050,000	\$7,825,750	\$29,875,750		\$530,000	\$30,405,750
2032	\$24,370,000	\$6,723,250	\$31,093,250		\$530,000	\$31,623,250
2033	\$26,850,000	\$5,504,750	\$32,354,750		\$530,000	\$32,884,750
2034	\$29,510,000	\$4,162,250	\$33,672,250		\$530,000	\$34,202,250
2035	\$32,355,000	\$2,686,750	\$35,041,750		\$530,000	\$35,571,750
2036	\$21,380,000	\$1,069,000	\$22,449,000		\$11,130,000	\$33,579,000

⁽¹⁾ Excludes July 1, 2016 debt service payment.

The Carousel Center PILOT Payments

The Issuer’s primary source of revenue for the payment of the PILOT Bonds will be the Carousel Center PILOT Payments. The Carousel Center PILOT Payments are payments in lieu of real property taxes payable by the Carousel Owner monthly during each PILOT Year of the PILOT Benefit Term applicable to the Carousel Center in accordance with an agreed schedule set forth in an Election Notice delivered by the Carousel Owner under the PILOT Agreement. Payments in lieu of real property taxes have been paid with respect to the Carousel Center since a prior payment in lieu of taxes agreement became effective in 1989. On the Closing Date for the Series 2007A Bonds and the Series 2007B Bonds, the Carousel Owner executed an amended Election Notice pursuant to the PILOT Agreement, setting forth a schedule of the Carousel Center PILOT Payments. On the Closing Date for the Series 2016A Bonds and for the Series 2016B Bonds, the Carousel Owner will execute a Second Amended and Restated Election Notice pursuant to the PILOT Agreement, setting forth a new schedule of Carousel Center PILOT Payments payable under the PILOT Agreement which will be binding on the Carousel Owner during the PILOT Benefit Term. The scheduled amounts of the Carousel Center PILOT Payments will be calculated to be amounts at least sufficient to make all payments due with respect to the PILOT Bonds. The monthly installments of the Carousel Center PILOT Payments will continue to be remitted to the Bond Trustee by the PILOT Trustee and will

be available to pay Debt Service on the PILOT Bonds. Payments on the PILOT Notes will be sized so as to be at least sufficient to make all required payments of debt service on the PILOT Bonds. Earnings on amounts in the Tax-Exempt Account of the Debt Service Reserve Fund will be transferred to the Interest Account of the Bond Fund for each series of Tax-Exempt Bonds Outstanding, and earnings on amounts in the Taxable Account of the Debt Service Reserve Fund shall be transferred first to the Interest Account of the Bond Fund for each series of Taxable Bonds Outstanding (pro rata based upon the then Outstanding principal amount of each series of Taxable Bonds) and then, to the extent there are earnings remaining in the Taxable Account of the Debt Service Reserve Fund in excess of the interest payment due on such next Interest Payment Date on the Taxable Bonds, to the Interest Account of the Bond Fund for each Series of Tax-Exempt Bonds Outstanding. As a result, the amount that the Carousel Owner must actually pay as Carousel Center PILOT Payments will be reduced by a like amount. However, if such earnings are not received by the Bond Trustee as anticipated, the Carousel Owner will be required to make a payment to the Bond Trustee equal to such shortfall as part of the Carousel Center PILOT Payment then due.

For a discussion of the Carousel Center PILOT Payments and the Carousel Owner’s payment obligations under the PILOT Agreement, as well as the applicable Cash Management Arrangements, see “THE PLAN OF FINANCE—The Carousel Center PILOT Payments” and “—Flow of Funds Generally (Cash Management Arrangements)” and “—Flow of Funds Under Current Arrangement in Connection With the 2014 CMBS Loan.”

The following table sets forth the annual Carousel Center PILOT Payments during the applicable PILOT Benefit Term:

Annual Period Ended <u>January 1</u>	Carousel Center PILOT Payments⁽¹⁾	Total PILOT Bonds Annual Debt Service Requirements
2017 ⁽²⁾	\$7,151,429	\$7,115,526
2018	\$18,965,069	\$18,961,323
2019	\$19,723,672	\$19,720,169
2020	\$20,512,618	\$20,506,668
2021	\$21,333,123	\$21,330,249
2022	\$22,186,448	\$22,180,368
2023	\$23,073,906	\$23,067,036
2024	\$23,996,862	\$23,984,276
2025	\$24,956,737	\$24,945,841
2026	\$25,955,006	\$25,949,884
2027	\$25,994,261	\$25,989,138
2028	\$27,034,031	\$27,028,133
2029	\$28,115,392	\$28,108,250
2030	\$29,240,008	\$29,235,000
2031	\$30,409,608	\$30,405,750
2032	\$31,625,993	\$31,623,250
2033	\$32,891,032	\$32,884,750
2034	\$34,206,674	\$34,202,250
2035	\$35,574,940	\$35,571,750
2036	\$33,579,000	\$33,579,000

⁽¹⁾ Amounts shown above do not include (i) the Junkyard Tax that was pre-funded in 2007 or (ii) any credit for earnings on the Debt Service Reserve Fund. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—PILOT Agreement and PILOT Assignment.”

⁽²⁾ Includes only the Carousel Center PILOT Payments applied to debt service on January 2, 2017.

Intercreditor Relationships

The Carousel Owner’s plan of finance for the Carousel Center incorporates the borrowing of funds through a variety of loan arrangements permitted under the Carousel Installment Sale Agreement that may be secured by a mortgage on the Carousel Center that is subordinated to the PILOT Mortgages, and is subject to an intercreditor arrangement that provides for priority of Carousel Center PILOT Payments over loan payments. See “SECURITY AND SOURCES OF PAYMENT FOR THE PILOT BONDS – Flow of Funds Generally (Cash Management Arrangements).” The currently existing mortgage-secured loan financing for the Carousel Center is the 2014 CMBS Loan. Pursuant to the 2014 CMBS Cash Management Arrangements established with the 2014 CMBS Lender, the 2014 CMBS Lender controls the 2014 CMBS Cash Management Account into which all Property Revenues are transferred from the 2014 CMBS Clearing Account. In order to effect the PILOT Trustee’s interest in the amounts

deposited in the 2014 CMBS Cash Management Account, the Issuer, the PILOT Trustee, the Bond Trustee and the 2014 CMBS Lender have entered into an Intercreditor Agreement dated as of June 6, 2014 (the “2014 CMBS Intercreditor Agreement”). Under the terms of the 2014 CMBS Intercreditor Agreement, the 2014 CMBS Lender agrees to hold for the benefit of the PILOT Trustee each month’s installment of the annual Carousel Center PILOT Payments payable by the Carousel Owner under the PILOT Agreement. The 2014 CMBS Intercreditor Agreement further provides for a first priority (on par with the other Impositions) disbursement of such amount on each monthly payment date on the 2014 CMBS Loan to the Impositions Escrow Account for further disbursement to the PILOT Trustee. As a result: (i) each month, such month’s portion of the annual Carousel Center PILOT Payments is required to be set aside from the other amounts held in the 2014 CMBS Cash Management Account; and (ii) such amount is required to be paid to the PILOT Trustee prior to the payment of any obligations under the 2014 CMBS Loan or Mezzanine Loan, if any. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Flow of Funds Under Current Arrangements in Connection With the 2014 CMBS Loan.” Furthermore, the 2014 CMBS Lender agrees under the 2014 CMBS Intercreditor Agreement not to prevent the disbursements to the PILOT Trustee described above from continuing to be made during the pendency of any insolvency proceeding in which the Carousel Owner is a debtor; provided, that nothing contained in the 2014 CMBS Intercreditor Agreement requires the 2014 CMBS Lender to take any action that would constitute a violation of the automatic stay under Section 362 of the Bankruptcy Code, or any other court order.

Under the 2014 CMBS Intercreditor Agreement and the 2014 CMBS Cash Management Arrangements, the contractual priority of current Carousel Center PILOT Payments over payments on the 2014 CMBS Loan continues in effect at all times while the obligation of the Carousel Owner to make Carousel Center PILOT Payments is outstanding, including after the acceleration of the 2014 CMBS Loan. The Carousel Owner has covenanted in the Carousel Installment Sale Agreement to maintain in effect at all times cash management and related intercreditor arrangements that effectuate the contractual payment priority status described above in the event that the indebtedness represented by the 2014 CMBS Loan is refinanced or discharged. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Flow of Funds Generally (Cash Management Arrangements)” and “—Certain Covenants of the Carousel Owner.” While the Carousel Owner remains obligated under the 2014 CMBS Loan, Additional Bonds may not be issued without the prior written consent of the 2014 CMBS Lender. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Additional Bonds Test.”

The 2014 CMBS Intercreditor Agreement also establishes the contractual priority of the PILOT Trustee’s claims over those of the 2014 CMBS Lender in certain insolvency-related circumstances. See “BANKRUPTCY CONSIDERATIONS.” In particular, the 2014 CMBS Lender has acknowledged and agreed that if the PILOT Agreement is rejected in an insolvency proceeding and a new payment-in-lieu-of-tax agreement with substantially identical economic terms is not entered into with respect to the Carousel Center and pledged to the PILOT Trustee, then the PILOT Trustee’s claim for damages arising from such rejection will have priority over any claim of the 2014 CMBS Lender. Similarly, if the Carousel Center is sold in connection with an insolvency proceeding free and clear of the PILOT Agreement obligation and the related liens of the PILOT Mortgages, and the purchaser does not enter into a new payment-in-lieu-of-tax agreement which is pledged to the PILOT Trustee and secured by a series of mortgages, all on economic terms substantially identical to those of the PILOT Agreement and the PILOT Mortgages, then the PILOT Trustee’s claim for unsatisfied obligations under the PILOT Agreement (including all future obligations) with respect to the Carousel Center will have priority over any claim of the 2014 CMBS Lender. In such event, the future unpaid Carousel Center PILOT Payments will become immediately due and payable, and the Series 2016A Bonds (and the Series 2007B Bonds and the Series 2016B Bonds) will be subject to extraordinary mandatory redemption. See “THE SERIES 2016A BONDS—Redemption.” If, however, the purchaser assumes the obligations of Carousel Owner under the PILOT Agreement and certain other PILOT documents relating to the Carousel Center, the obligations under the PILOT Agreement are secured by a perfected first lien on the Carousel Center and all non-accelerated amounts due under certain other PILOT documents relating to the Carousel Center are paid to the Bond Trustee, the PILOT Trustee and the Issuer, then the proceeds from the sale of the Carousel Center shall be paid first, to the 2014 CMBS Lender until any and all debt and all other obligations of any nature arising under the 2014 CMBS Loan Documents owing by the Carousel Owner to the 2014 CMBS Lender is paid in full. However, so long as all non-accelerated amounts due under the PILOT Agreement and secured by the PILOT Mortgages have been paid currently, the 2014 CMBS Intercreditor Agreement will not limit or restrict the right of the 2014 CMBS Lender to exercise its rights and remedies, at law or in equity, or otherwise, under the documents governing the 2014 CMBS Loan.

The 2014 CMBS Intercreditor Agreement provides that in the event of a casualty to the buildings or improvements constituting the Carousel Center or a condemnation or taking under a power of eminent domain of all or any portion of the Carousel Center, the 2014 CMBS Lender shall have a first and prior interest in and to any Proceeds arising from any such event in accordance with and to the extent permitted under the CMBS Documents related to the 2014 CMBS Loan (the “2014 CMBS Loan Documents”); provided, that, notwithstanding anything in the 2014 CMBS Loan Documents to the contrary, to the extent a default has occurred and is continuing under the PILOT Agreement or any of the PILOT Mortgages, the 2014 CMBS Lender shall pay all non-accelerated amounts due that have accrued and remain unpaid under the payment obligations of the Carousel Owner under the PILOT Agreement and the PILOT Mortgages prior to accepting any Proceeds. Furthermore, notwithstanding anything in the 2014 CMBS Loan Documents to the contrary, Proceeds shall be applied to rebuild the Carousel Center and shall not be applied to the 2014 CMBS Loan indebtedness without the prior consent of the Initial Bond Insurer (or, if the Initial Bond Insurance Policy is no longer in effect, the Holders of at least a majority in aggregate principal amount of the PILOT Bonds then Outstanding). See “CERTAIN INVESTMENT RISKS—Damage to or Destruction of the Carousel Center; Condemnation.”

The 2014 CMBS Intercreditor Agreement provides that the 2014 CMBS Lender and any Mezzanine Lender (collectively, the “CMBS Creditors”) are entitled to receive copies of all notices of default and/or payment demands which the Bond Trustee, the PILOT Trustee, the Issuer or any of their subrogees (collectively, the “Senior Secured Parties”) may send to the Carousel Owner or any affiliate thereof in connection with the Carousel Owner Documents, provided, however, that failure to do so does not render any notice of demand ineffective against the Carousel Owner, constitute a default under the 2014 CMBS Intercreditor Agreement, entitle the CMBS Creditors to any damages or alter the lien priority otherwise set forth in the 2014 CMBS Intercreditor Agreement. The Senior Secured Parties have agreed not to commence any enforcement action against the Carousel Owner or the Carousel Center until each of the CMBS Creditors has been given the opportunity to cure the relevant default in accordance with the 2014 CMBS Intercreditor Agreement. If the default is a monetary default relating to a liquidated sum of money, the CMBS Creditors have until ninety (90) days after the latest to occur of: (i) the giving by the Senior Secured Parties of notice to each of the CMBS Creditors; (ii) the expiration of the Carousel Owner’s cure period, if any, under the Carousel Owner Documents; and (iii) the expiration of the Carousel Owner’s cure period under applicable bankruptcy law, to cure such default. There is no limit on the number of defaults cured by any CMBS Creditor. Any such monetary default will be deemed cured upon payment of all non-accelerated amounts due that have accrued and remain unpaid under the Carousel Owner Documents, upon which cure any acceleration of the obligations owing under the Carousel Owner Documents will be deemed to have been rescinded and reversed. If the default is of a non-monetary nature, each of the CMBS Creditors will have until forty-five (45) days after the later to occur of: (i) the giving by the Senior Secured Lenders of the relevant default notice to each of the CMBS Creditors; and (ii) the expiration of the Carousel Owner’s cure period, if any, under the Carousel Owner Documents; provided, however, if such non-monetary default is susceptible of cure by the applicable CMBS Creditor but cannot reasonably be cured within such period and if curative action or, if a curative action cannot reasonably be commenced absent possession of the Carousel Center or control of the Carousel Owner, an enforcement action, was promptly commenced (within the CMBS Creditor’s cure period provided in the 2014 CMBS Intercreditor Agreement) and is being continuously and diligently pursued by any CMBS Creditor, such CMBS Creditor will be given an additional period of time as is reasonably necessary, in the exercise of due diligence, to obtain possession or control of the Carousel Center or the Carousel Owner and to cure such non-monetary default. Additionally, non-monetary defaults not susceptible of cure by the applicable CMBS Creditor may, under certain circumstances, be deemed waived. Notwithstanding the foregoing, however, nothing in the 2014 CMBS Intercreditor Agreement shall be deemed to prevent the Senior Secured Parties from taking (i) those actions that might be taken to protect their interests during an Insolvency Proceeding, or (ii) an action for specific performance or injunctive relief reasonably necessary, in the Senior Secured Parties’ reasonable judgment, to prevent imminent harm to the Carousel Center.

Additionally, the 2014 CMBS Intercreditor Agreement limits the rights of the Senior Secured Parties to modify the Carousel Owner Documents or certain documents relating to the PILOT Bonds without the prior written consent of the CMBS Creditors.

THE SERIES 2016A BONDS

General

The Series 2016A Bonds will be dated the date of delivery and will be issued in conjunction with the Series 2016B Bonds in the aggregate principal amount, and will mature and bear interest, as set forth on the inside cover page hereof. The Series 2016A Bonds are subject to redemption prior to maturity as set forth below.

The Series 2016A Bonds will be issued in authorized denominations of \$5,000 and integral multiples thereof. The Series 2016A Bonds will be registered with The Depository Trust Company, New York, New York (“DTC”) or its nominee to be held in DTC’s book-entry only system (the “Book-Entry Only System”). So long as the Series 2016A Bonds are held in the Book-Entry Only System, DTC (or a successor securities depository) or its nominee will be the registered owner of the Series 2016A Bonds for all purposes of the Indenture, the Series 2016A Bonds and this Official Statement, and payments of principal of, premium, if any, and interest on the Series 2016A Bonds will be made solely through the facilities of DTC. See “THE SERIES 2016A BONDS—Book-Entry Only System.”

Manufacturers and Traders Trust Company is the Bond Trustee under the Indenture and is also the Paying Agent under the Indenture for the Series 2016A Bonds.

Qualified Green Building and Sustainable Project Bonds

The Series 2016A Bonds will be issued as “qualified green building and sustainable design project” bonds pursuant to Section 142 of the Internal Revenue Code of 1986, as amended (the “Code”). See “TAX MATTERS.”

Interest on the Series 2016A Bonds

The Series 2016A Bonds will accrue interest on the basis of a 360-day year of twelve 30-day months at the rates per annum set forth on the inside cover page hereof, which interest will be payable semiannually on each January 1 and July 1, commencing January 1, 2017. Principal of the Series 2016A Bonds will be payable upon presentation and surrender thereof at the principal corporate trust office of the Bond Trustee in Buffalo, New York or at the corporate trust or any other designated office of any successor Paying Agent. Interest on the Series 2016A Bonds will be payable by check of the Bond Trustee mailed to the persons who are the registered owners of the Series 2016A Bonds as of the close of business on the 15th day of the calendar month next preceding such interest payment date; provided, that interest shall be paid by wire transfer of immediately available funds to any registered owner of at least \$1,000,000 in aggregate principal amount of such Series 2016A Bonds, at the registered owner’s option, according to wire instructions given to the Bond Trustee in writing for such purpose and on file with the Bond Trustee at least ten days prior to the applicable Record Date; provided further, that defaulted interest shall be paid to the owners in whose names the Series 2016A Bonds are registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

Redemption

The Series 2016A Bonds are subject to optional and extraordinary mandatory redemption prior to their stated Maturity Dates as described below.

Optional Redemption

The Series 2016A Bonds maturing on or after January 1, 2027 are subject to redemption, in whole or in part, at the option of the Issuer at the direction of the Carousel Owner, upon notice as provided in the Indenture and described herein, on or after January 1, 2026 prior to their maturity, at a Redemption Price equal to 100% of the principal amount of such Series 2016A Bonds to be redeemed plus the accrued interest, if any, thereon to the redemption date.

Extraordinary Mandatory Redemption

The Series 2016A Bonds are subject to redemption in whole on any date at a Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in the event and to the extent that future installments of the Carousel Center PILOT Payments are accelerated under certain circumstances in the event of a bankruptcy of the Carousel Owner. In such event, no assurance can be given that the amount of moneys or other assets available in such event will be sufficient to redeem the Series 2016A Bonds in whole. See “CERTAIN INVESTMENT RISKS—Acceleration of the Carousel Center PILOT Payments.”

Selection of Series 2016A Bonds for Redemption; Notice of Redemption

Except as otherwise provided in the Indenture, in the event of any redemption of less than all of the Outstanding Series 2016A Bonds of the same maturity, the particular Series 2016A Bonds or portions of Series 2016A Bonds to be redeemed shall be selected by the Bond Trustee by lot in such manner as the Bond Trustee in its discretion may determine; provided, that to the maximum extent practicable, the Bond Trustee shall not select any Series 2016A Bond for partial redemption if the remaining principal amount thereof would not otherwise constitute an authorized denomination, failing which, a Series 2016A Bond or Series 2016A Bonds shall be permitted to be in a denomination not otherwise constituting an authorized denomination.

Upon the occurrence of any event requiring redemption of Series 2016A Bonds under the Indenture, the Bond Trustee shall give prior written notice, in the name of the Issuer, of such redemption, which notice shall specify the maturity or maturities of the Series 2016A Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2016A Bonds of any maturity are to be redeemed, the numbers of such Series 2016A Bonds so to be redeemed. Such notice shall further state that on such redemption date there shall become due and payable upon each Series 2016A Bond to be redeemed the Redemption Price, and shall further state that such redemption is to be made out of Sinking Fund Installments, if such be the case, together in either case with interest accrued to the redemption date in the case of Series 2016A Bonds, and that from and after the redemption date interest thereon shall cease to accrue and be payable.

The Bond Trustee shall mail a copy of such notice by registered or certified mail, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days before the redemption date, (a) to the Carousel Owner, (b) to the applicable Bond Insurer, (c) to the Bondholder Representative, and (d) to any registered owners of Series 2016A Bonds which are to be redeemed at the addresses appearing upon the registration books. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not the registered owner of any such Series 2016A Bonds receive the notice. Any notice of optional redemption may provide (and shall so provide if the Bond Trustee shall be directed to do so by the Carousel Owner) that such notice of redemption may be rescinded on or before the Business Day preceding the redemption date by the Issuer at the written direction of the Carousel Owner (in which case the Bond Trustee shall promptly so notify the applicable Bond Insurer, the Bondholder Representative and the registered owners of such Series 2016A Bonds in the same manner in which such notice of redemption was given), and if such notice of redemption is rescinded, the Series 2016A Bonds scheduled to be redeemed shall remain Outstanding as if the notice of redemption had not been sent. If, at the time of mailing of a notice of optional redemption, there shall not have been deposited with the Bond Trustee moneys sufficient to redeem all the Series 2016A Bonds called for redemption, such notice of optional redemption shall state that it is conditional, that is, subject to the deposit of the redemption moneys with the Bond Trustee not later than 1:00 p.m. New York City time on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The description which follows of the procedures and record keeping with respect to beneficial ownership interests in the Series 2016A Bonds, payment of principal of, and interest on the Series 2016A Bonds to DTC, its nominees, Participants or DTC Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Series 2016A Bonds and other bond-related transactions by and between DTC, Participants and DTC Beneficial Owners, is based solely on information furnished by DTC. None of the Issuer, the Carousel Owner, the Expansion Owner or the Underwriter assumes any responsibility for the accuracy or completeness of such information.

The Depository Trust Company, New York, New York, will act as securities depository for the Series 2016A Bonds. The Series 2016A Bonds are to be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued in the aggregate principal amount of each maturity of the Series 2016A Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity

issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of AA+ from S&P Global Inc. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2016A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016A Bond ("DTC Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. DTC Beneficial Owners will not receive written confirmation from DTC of their purchase. DTC Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the DTC Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of DTC Beneficial Owners. DTC Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016A Bonds, except in the event that use of the book-entry system for the Series 2016A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2016A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual DTC Beneficial Owners of the Series 2016A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016A Bonds are credited, which may or may not be the DTC Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to DTC Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Series 2016A Bonds are in the book-entry-only system, redemption notices will be sent to DTC. If less than all of the Series 2016A Bonds of a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments and Redemption Price on the Series 2016A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to DTC Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Issuer, subject to

any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments and Redemption Price to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the DTC Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016A Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Series 2016A Bonds are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates representing the Series 2016A Bonds will be printed and delivered to DTC.

NEITHER THE ISSUER NOR CAROUSEL OWNER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR DTC BENEFICIAL OWNERS, WITH RESPECT TO (1) THE PAYMENT BY DTC TO ANY DIRECT PARTICIPANT, OR INDIRECT PARTICIPANT OF THE PRINCIPAL OF, REDEMPTION PRICE, OR ANY INTEREST ON, THE SERIES 2016A BONDS, (2) THE PROVIDING OF NOTICE TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS, OR DTC BENEFICIAL OWNERS, (3) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT, (4) THE SELECTION OF ANY DTC BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2016A BONDS, OR (5) ANY CONSENT GIVEN OR OTHER ACTIONS TAKEN BY DTC AS THE REGISTERED HOLDER OF THE SERIES 2016A BONDS, INCLUDING THE EFFECTIVENESS OF ANY ACTION TAKEN PURSUANT TO AN OMNIBUS PROXY.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but neither the Issuer nor the Carousel Owner take any responsibility for the accuracy thereof.

SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS

Overview of Pledged Security

Pledge of the Indenture

Pursuant to the Indenture, the PILOT Bonds are special obligations of the Issuer payable as to principal and Redemption Price of, and interest solely from applicable accounts of Funds and special funds, the Carousel Center PILOT Payments and other revenues and receipts pledged therefor. See “—Principal Reserve Fund” and “—Debt Service Reserve Fund” below in this section and “APPENDIX F—SUMMARY OF THE INDENTURE.”

PILOT Agreement and Election Notice

Pursuant to the PILOT Agreement, the Carousel Owner has agreed to make the Carousel Center PILOT Payments to the Issuer in monthly installments at least equal in the aggregate to the principal of and interest accruing on the PILOT Bonds Outstanding. The monthly Carousel Center PILOT Payments allocable to Accrued Debt Service on the PILOT Bonds will be determined at the time of pricing of the Series 2016A Bonds, and will be established pursuant to a Second Amended and Restated Election Notice to be executed by the Carousel Owner on the date of issuance of the Series 2016A Bonds. See “THE PLAN OF FINANCE—Projected Debt Service Requirements” for a schedule of the aggregate annual debt service on the Series 2016A Bonds, the Series 2016B Bonds and the Series 2007B Bonds Outstanding. See “THE PLAN OF FINANCE—The Carousel Center PILOT Payments” for a schedule of the scheduled Carousel Center PILOT Payments due in each year.

Assignment of PILOT Agreement to PILOT Trustee; Transfer to Bond Trustee

Pursuant to the PILOT Assignment, the Issuer has assigned all of its right to, and interest in, the Carousel Center PILOT Payments due or to become due (except for the Unassigned PILOT Rights) to the PILOT Trustee.

Pursuant to the PILOT Assignment, the PILOT Trustee has established the PILOT Fund, and within the PILOT Fund, an account corresponding to the Carousel Center, into which account the PILOT Trustee is required to deposit all amounts received by it pursuant to the PILOT Agreement and the PILOT Assignment as the Carousel Center PILOT Payments. Amounts deposited to the account of the PILOT Fund corresponding to the portion of the Carousel Center PILOT Payments allocable to Accrued Debt Service on the PILOT Bonds are required to be transferred to the corresponding account within the Debt Service and Reimbursement Fund created pursuant to the PILOT Assignment, in an amount sufficient to provide for a subsequent transfer to the Bond Trustee such that (A) the aggregate amount so transferred to the Bond Trustee together with Expected DSRF Earnings available to the Bond Trustee since the preceding Interest Payment Date is equal to Accrued Debt Service with respect to the PILOT Bonds, and (B) in any event, upon the final transfer of such moneys to the Bond Trustee preceding (or on, if applicable) any Interest Payment Date, the aggregate amount so transferred to the Bond Trustee together with Expected DSRF Earnings available to the Bond Trustee since the preceding Interest Payment Date is sufficient to provide for any and all required Debt Service Payments on such Interest Payment Date with respect to the PILOT Bonds and any Additional Bonds. For a further description of the flow of funds under the PILOT Assignment, see “APPENDIX M—SUMMARY OF PILOT ASSIGNMENT” herein.

PILOT Mortgages and PILOT Notes

The obligation of the Carousel Owner under the PILOT Agreement to make the Carousel Center PILOT Payments during each PILOT Year of the applicable PILOT Benefit Term is (a) evidenced by a PILOT Note (a separate note for payments due in each PILOT Year) from the Carousel Owner to the Issuer (which PILOT Notes are assigned by the Issuer to the PILOT Trustee) in an amount equal to the aggregate amount of such year’s Carousel Center PILOT Payments, and (b) secured by a PILOT Mortgage (a separate PILOT Mortgage for each PILOT Note) granted by the Carousel Owner and the Issuer to the Issuer (and assigned by the Issuer to the PILOT Trustee) encumbering the Carousel Owner’s and the Issuer’s respective interests in and to the Carousel Center excluding, however, the Issuer’s Unassigned PILOT Rights. A mortgagee title insurance policy will be issued on the date of delivery of the Series 2016 Bonds by First American Title Insurance Company in favor of the PILOT Trustee with respect to the PILOT Mortgages. For a further description of the PILOT Mortgages, their respective priority in terms of seniority and related matters, see “APPENDIX H—SUMMARY OF THE AMENDED AND RESTATED PILOT MORTGAGE.”

Carousel Owner Sources of Payment for the Carousel Center PILOT Payments

The Carousel Owner is a special purpose entity whose sole purpose is to own, hold, manage, develop, operate, lease and sell real property and assets related to the Carousel Center and to enter into financing and refinancing transactions related to the Carousel Center and perform its obligations thereunder, all as is more fully described under the heading “THE CAROUSEL ENTITIES – The Carousel Owner.” The Carousel Center’s sole source of revenues is from the operation of the Carousel Center, primarily from tenant leases. Currently many of the tenants pay a share of the Carousel Center PILOT Payments as rent under their tenant lease; however such payments are not equal to the entire Carousel Center PILOT Payments due. The Carousel Owner intends to continue to recover the cost of the Carousel Center PILOT Payments through a combination of minimum rent, percentage rent, additional rent, license fees, pass-through Carousel Center PILOT charges and other sources of revenues from the Carousel Center. See “CERTAIN INVESTMENT RISKS—Payments by Tenants Pursuant to Leases.”

Other Carousel Company Indebtedness

The Carousel Installment Sale Agreement allows the Carousel Company to enter into certain types of indebtedness secured in whole or in part by an interest in the Carousel Center, which indebtedness may include CMBS Loans, other mortgage loans, Mezzanine Loans or any other indebtedness, provided the indebtedness so secured (excluding the principal amount of the PILOT Bonds then Outstanding) does not cause the Loan to Value Ratio to exceed ninety-one percent (91%). Currently, the 2014 CMBS Loan is outstanding with an aggregate principal amount of \$300,000,000 secured by a mortgage lien on the Carousel Center (which mortgage lien is subordinate to the PILOT Mortgages). There is no Mezzanine Loan currently outstanding. The 2014 CMBS Loan was originated in June, 2014 and the entire original principal amount of the 2014 CMBS Loan is scheduled to mature on June 6, 2019. In connection with the 2014 CMBS Loan, the Bond Trustee and the PILOT Trustee have entered into a 2014 CMBS Intercreditor Agreement with the 2014 CMBS Lender and the Issuer. In addition, the Carousel Owner has entered into Cash Management Arrangements comprising: (i) a 2014 CMBS Clearing Account Agreement between the 2014 CMBS Clearing Agent and the 2014 CMBS Lender; and (ii) a 2014 CMBS Cash Management Agreement with the 2014 CMBS Lender, the 2014 CMBS Collateral Agent and the Manager. The

2014 CMBS Lender, the PILOT Trustee and the Issuer have entered into a 2014 CMBS Subordination of Mortgage which subordinates the 2014 CMBS Mortgage to the PILOT Mortgages. The 2014 CMBS Intercreditor Agreement, among other things, provides for a first priority of payment of funds in the 2014 CMBS Clearing Account and in the 2014 CMBS Cash Management Account of Carousel Center PILOTs to the PILOT Trustee ahead of any other payments. The 2014 CMBS Clearing Account Agreement provides for daily sweeps of receipts into the 2014 CMBS Cash Management Agreement. The 2014 CMBS Cash Management Agreement establishes a security interest in the revenues in favor of the 2014 CMBS Lender and further establishes PILOT Payments as a first priority payment from the 2014 CMBS Cash Management Account. In connection with the 2014 CMBS Loan, PCO entered into a guaranty for the benefit of the 2014 CMBS Lender with respect to the payment and performance of certain limited obligations of the Carousel Owner under the 2014 CMBS Loan as and when due. The limited obligations include, but are not limited to, actual losses as a result of certain bad acts, certain existing claims or the acceleration of the Carousel Center PILOT Payments, and full recourse in the event of certain bankruptcy filings, the failure to maintain special purpose entity status, or the failure to obtain consent of the 2014 CMBS Lender prior to the incurrence of certain indebtedness or the transfer of certain property or equity interests. PCO acknowledges joint and several liability as a primary obligor. No assurances can be given that a similar PCO guaranty will be provided in connection with financing permitted under the Carousel Installment Sale Agreement that replaces the 2014 CMBS Loan or other subsequent loans. For further descriptions (i) of the 2014 CMBS Intercreditor Agreement see “PLAN OF FINANCE—Intercreditor Relationships”; (ii) of the 2014 CMBS Clearing Account Agreement, see “—Flow of Funds Under Current Arrangement in Connection With the 2014 CMBS Loan—2014 CMBS Clearing Account Agreement” below; and (iii) of the 2014 CMBS Cash Management Agreement, see “—Flow of Funds Under Current Arrangement in Connection With the 2014 CMBS Loan—2014 CMBS Cash Management Agreement” below.

Flow of Funds Generally (Cash Management Arrangements)

Under the Carousel Installment Sale Agreement, the Carousel Owner is required to maintain Cash Management Arrangements which provide, among other things, that the payment of the Carousel Center PILOT Payments and other Impositions shall be senior to all other disbursements, for the benefit of the PILOT Trustee with respect to all rents and moneys derived from Carousel Center, and shall cause the Carousel Center PILOT Payments under such Cash Management Arrangements to be paid to the PILOT Trustee no less frequently than monthly or, if more frequently, the frequency of distributions under the applicable Cash Management Arrangement to any CMBS Lender or other secured lender.

If no Collateral Mortgage which generally provides for Cash Management Arrangements substantially identical to the 2014 CMBS Cash Management Arrangements described below shall be in place, then the Cash Management Agent is required to establish and maintain a segregated account or accounts to pay the monthly Carousel Center PILOT Payments and other Impositions due as a first priority. Accordingly, the Property Revenues will be applied at least monthly to satisfy the Carousel Owner’s obligations to make Carousel Center PILOT Payments and other Impositions prior to the payment of the Carousel Center operating and maintenance expenses, the Carousel Owner’s obligations secured by a Collateral Mortgage (such as the CMBS Loan) or other Carousel Owner indebtedness, interest on the Mezzanine Loan, if any, and any distributions to the partners of the Carousel Owner. No payment out of the Property Revenues is contractually senior to the obligation to make Carousel Center PILOT Payments and other Impositions. The Carousel Owner has covenanted in the Carousel Installment Sale Agreement that at all times while any PILOT Bond is Outstanding, and whether or not the Carousel Owner owes any obligation to a subordinated lender such as the CMBS Lender, there will be in place Cash Management Arrangements that preserve the first priority payment status of the Carousel Center PILOT Payments and other Impositions.

Flow of Funds Under Current Arrangement in Connection With the 2014 CMBS Loan

The requirements set forth in the Carousel Installment Sale Agreement for the establishment of Cash Management Arrangements apply to all 2014 CMBS Cash Management Arrangements and are intended to permit the establishment of a security interest in Project Revenues for the benefit of the 2014 CMBS Lender while establishing security for the PILOT Trustee with respect to Project Revenues available for the payment of Carousel Center PILOT Payments at the highest level of priority (ahead of payments with respect to the 2014 CMBS Loan).

The 2014 CMBS Cash Management Arrangements established in connection with the 2014 CMBS Loan follow the contractual priority of payments described above, but with added detail. The 2014 CMBS Cash

Management Arrangements summarized below apply while the Carousel Owner has any obligation under the 2014 CMBS Loan Documents.

2014 CMBS Clearing Account Agreement

The 2014 CMBS Clearing Account Agreement establishes the 2014 CMBS Clearing Account to receive all revenues derived from the Carousel Center. The Carousel Owner and the Manager are required to cause all such revenues to be deposited directly into the 2014 CMBS Clearing Account. Amounts in the 2014 CMBS Clearing Account are required to be transferred on each Business Day to the 2014 CMBS Cash Management Account established under the 2014 CMBS Cash Management Agreement. The Carousel Owner has no right to withdraw funds from the 2014 CMBS Clearing Account. The 2014 CMBS Clearing Agent fees are paid directly by the Carousel Owner.

2014 CMBS Cash Management Agreement

The 2014 CMBS Cash Management Agreement establishes a 2014 CMBS Cash Management Account that is funded by daily transfers from the 2014 CMBS Clearing Account as set forth above. Revenues from the Carousel Center to be applied to the periodic payment of the Carousel Center PILOT Payments are required to be transferred by the 2014 CMBS Collateral Agent to the PILOT Trustee not less frequently than payments are made to the 2014 CMBS Lender, which is required to be not less frequently than monthly. See “THE PLAN OF FINANCE—Intercreditor Relationships.” Transfers are required to be made in a manner intended to permit the timely payment of the Carousel Center PILOT Payments.

The Carousel Owner has granted the 2014 CMBS Lender a security interest in the 2014 CMBS Cash Management Account. The 2014 CMBS Cash Management Account states that it is under the sole dominion, control and discretion of the 2014 CMBS Lender and its authorized agents. The Carousel Owner does not have any right to withdraw amounts from the 2014 CMBS Cash Management Account, but is entitled to receive funds pursuant to a fund flow “waterfall” as summarized below.

The flow of funds reflecting the substance of the 2014 CMBS Cash Management Arrangements includes a requirement that, prior to when the next scheduled monthly payment is required to be made on the 2014 CMBS Loan to the 2014 CMBS Lender, the 2014 CMBS Collateral Agent is required to transfer from the 2014 CMBS Cash Management Account, subject to certain limitations set forth in the CMBS Loan Agreement related to the 2014 CMBS Loan (the “2014 CMBS Loan Agreement”), prior to any other transfers, funds sufficient to pay the monthly deposit for taxes and similar impositions, including the Carousel Center PILOT Payments. Thus, the Carousel Center PILOT Payments have a first claim on revenues, prior to payments with respect to the 2014 CMBS Loan, Carousel Owner operating expenses and all other expenses, and distributions to owners. See the “—Flow of Funds” diagram below.

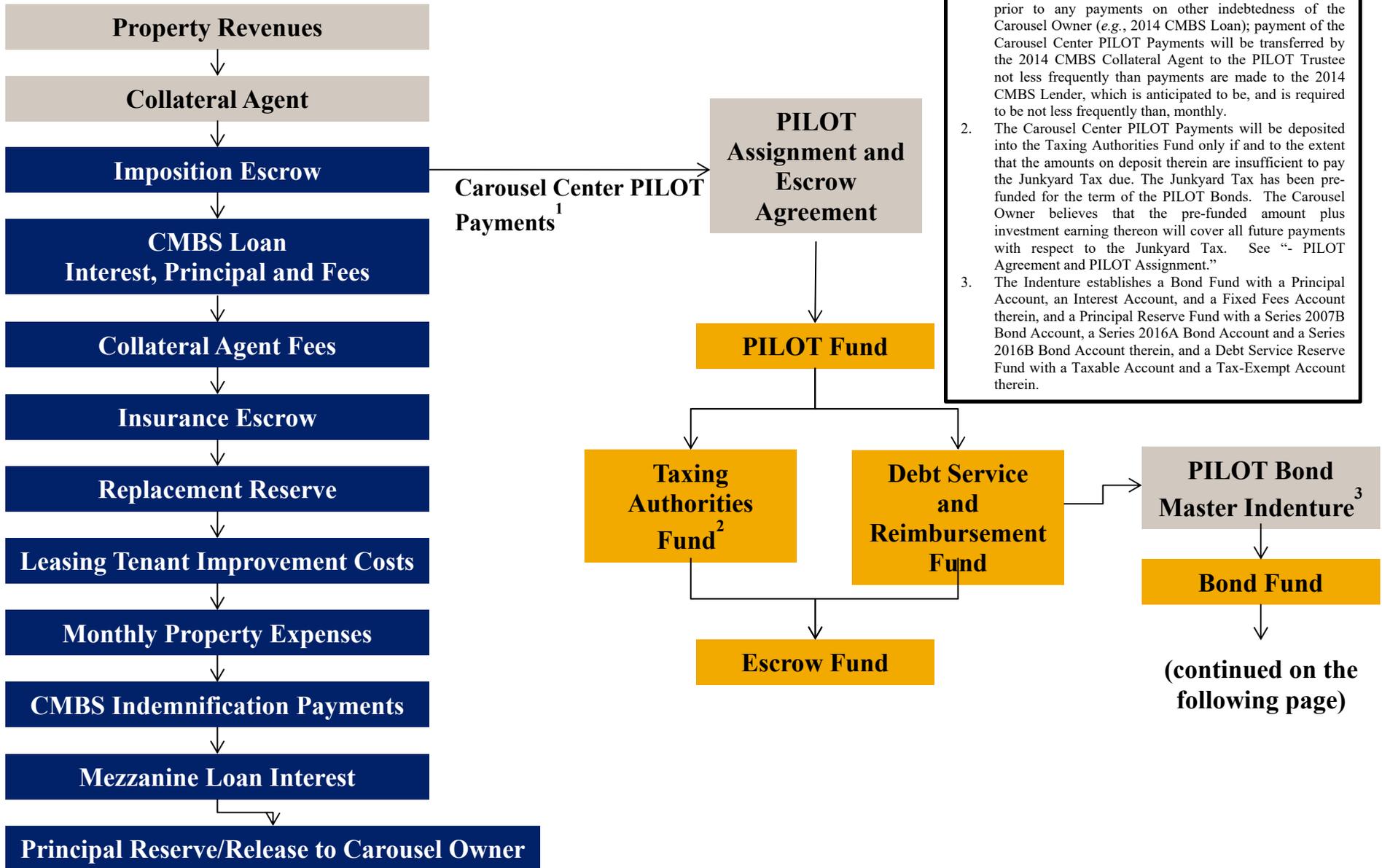
The 2014 CMBS Intercreditor Agreement also addresses priorities of disbursements pursuant to the 2014 CMBS Cash Management Agreement, stating that the 2014 CMBS Lender holds in the 2014 CMBS Cash Management Account for the benefit of the PILOT Trustee so much of the taxes (including the Carousel Center PILOT Payments) as are attributable to the Carousel Center PILOT Payments, and that such amount is required to be disbursed from the 2014 CMBS Cash Management Account on each CMBS Payment Date (the sixth (6th) day of each calendar month) for disbursement to the PILOT Trustee prior to the disbursement of any other funds.

No payment out of the 2014 CMBS Cash Management Account may be made that is higher in priority than payments that are required to be made with respect to the Carousel Center PILOT Payments. While the Carousel Owner continues to have any obligation under the 2014 CMBS Loan, Property Revenues to be applied to the periodic payment of the Carousel Center PILOT Payments will be transferred by the 2014 CMBS Collateral Agent to the PILOT Trustee not less frequently than payments are made to the 2014 CMBS Lender, which is required to be not less frequently than monthly.

The 2014 CMBS Cash Management Arrangements are not enforceable by the PILOT Trustee, the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative or the Holders of the PILOT Bonds and, except as may be provided in the 2014 CMBS Intercreditor Agreement, may be amended or waived at any time without the consent of any of the foregoing. See “THE PLAN OF FINANCE—Intercreditor Relationships” herein. Nevertheless, the minimum requirements of Cash Management Arrangements set forth in the Carousel Installment Sale Agreement continue to apply. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS – Flow of Funds Generally (Cash Management Arrangements).”

Flow of Funds

The chart below illustrates the flow of funds under the 2014 CMBS Cash Management Arrangements and the PILOT Assignment:



Flow of Funds
(continued from previous page)



PILOT Agreement and PILOT Assignment

On January 22, 2002, the City adopted Ordinance No. 32 of 2002 (the “Ordinance”), and on February 4, 2002, the County adopted Resolution No. 15 (the “Resolution”), authorizing the City and the County, respectively, to agree to the allocation and receipt of payments in lieu of real property taxes other than in proportion to real property taxes that would otherwise be payable, as set forth in the PILOT Assignment, in particular with respect to the application of the Carousel Center PILOT Payments to the payment of costs associated with the then future expansion of the Carousel Center, including debt service on bonds of the Issuer issued to provide in part for the payment of such costs. The foregoing Ordinance and Resolution, together with the Act, establish the authority for the Issuer and the City to enter into the PILOT Agreement and the City, the County and the Issuer to enter into the PILOT Assignment.

Under the PILOT Agreement, the Carousel Owner agrees to make the Carousel Center PILOT Payments, without diminution, deduction or set-off whatsoever, and without prior notice or demand. Payment of the principal of, premium, if any, and interest on the PILOT Bonds will be made from the Carousel Center PILOT Payments received by the PILOT Trustee under the PILOT Assignment, pursuant to which the Issuer pledges, assigns, transfers and sets over to the PILOT Trustee all of the Issuer’s right to, and interest in, all Carousel Center PILOT Payments due or to become due under the PILOT Agreement and any and all other rights and remedies of the Issuer under or arising out of the PILOT Agreement, except for Unassigned PILOT Rights. The failure to make any Carousel Center PILOT Payments when due will be an event of default under the PILOT Agreement and could result in the foreclosure of the corresponding PILOT Mortgage. See “—Enforcement of Carousel Center PILOT Payment Obligation” below in this section. Earnings on amounts in the Tax-Exempt Account of the Debt Service Reserve Fund will be transferred to the Interest Account of the Bond Fund for each series of Tax-Exempt Bonds Outstanding, and earnings on amounts in the Taxable Account of the Debt Service Reserve Fund shall be transferred first to the Interest Account of the Bond Fund for each series of Taxable Bonds Outstanding (pro rata based upon the then Outstanding principal amount of each series of Taxable Bonds) and then, to the extent there are earnings remaining in the Taxable Account of the Debt Service Reserve Fund in excess of the interest payment due on such next Interest Payment Date on the Taxable Bonds, to the Interest Account of the Bond Fund for each Series of Tax-Exempt Bonds Outstanding. As a result, the amount that the Carousel Owner must actually pay as Carousel Center PILOT Payments will be reduced by a like amount. However, if such earnings are not received by the Bond Trustee as anticipated, the Carousel Owner will be required to make a payment to the Bond Trustee equal to such shortfall as part of the Carousel Center PILOT Payment then due. See “—Debt Service Reserve Fund and Debt Service Reserve Fund Earnings.”

Pursuant to the PILOT Assignment, the PILOT Trustee establishes the PILOT Fund, and within the PILOT Fund, an account corresponding to the Carousel Center, into which account the PILOT Trustee is required to deposit all amounts received by it pursuant to the PILOT Agreement and the PILOT Assignment as the Carousel Center PILOTs, and any other amounts required or permitted to be deposited therein pursuant to the provisions of the PILOT Assignment.

The PILOT Agreement requires payment of certain amounts referred to in the Ordinance as the Junkyard Tax and requires that a portion of the Carousel Center PILOT Payments be paid with respect to the Junkyard Tax. In 2007, the Carousel Owner pre-funded future Junkyard Tax payments in an escrow account. The Carousel Owner believes that the pre-funded amount plus investment earning thereon will cover all future payments with respect to the Junkyard Tax as long as PILOT Bonds remain Outstanding. As a result of pre-funding the Junkyard Tax, amounts deposited in the account of the PILOT Fund corresponding to the Carousel Center PILOT Payments are required to be transferred to the corresponding account within the Debt Service and Reimbursement Fund created pursuant to the PILOT Assignment, in an amount sufficient to provide for a subsequent transfer to the Bond Trustee such that (A) the aggregate amount so transferred to the Bond Trustee together with Expected DSRF Earnings available to the Bond Trustee since the preceding Interest Payment Date is equal to Accrued Debt Service with respect to the PILOT Bonds, and (B) in any event, upon the final transfer of such moneys to the Bond Trustee preceding (or on, if applicable) any Interest Payment Date, the aggregate amount so transferred to the Bond Trustee together with Expected DSRF Earnings available to the Bond Trustee since the preceding Interest Payment Date is sufficient to provide for any and all required Debt Service Payments on such Interest Payment Date with respect to the PILOT Bonds and any parity Additional Bonds; and, thereafter, to the extent that all deposits, transfers or payments described in the two preceding clauses have been made and all requirements with respect thereto have been satisfied, to be remitted to the City and the County as required under the Ordinance and the Resolution, respectively.

Under the PILOT Assignment, the PILOT Trustee holds the account within the Debt Service and Reimbursement Fund that corresponds to the Carousel Center PILOT Payments for the benefit of, and such account is pledged to, the Bond Trustee, the Issuer, the City and the County.

Debt Service Reserve Fund and Debt Service Reserve Fund Earnings

Moneys on deposit in the various accounts of the Debt Service Reserve Fund will be invested in Authorized Investments. Expected DSRF Earnings will be credited against the obligations of the Carousel Owner under the PILOT Agreement. The Carousel Center PILOT Payments are calculated to be sufficient to pay the PILOT Bonds when due. Earnings on amounts in the Tax-Exempt Account of the Debt Service Reserve Fund will be transferred to the Interest Account of the Bond Fund for each series of Tax-Exempt Bonds Outstanding, and earnings on amounts in the Taxable Account of the Debt Service Reserve Fund shall be transferred first to the Interest Account of the Bond Fund for each series of Taxable Bonds Outstanding (pro rata based upon the then Outstanding principal amount of each series of Taxable Bonds) and then, to the extent there are earnings remaining in the Taxable Account of the Debt Service Reserve Fund in excess of the interest payment due on such next Interest Payment Date on the Taxable Bonds, to the Interest Account of the Bond Fund for each Series of Tax-Exempt Bonds Outstanding. As a result, the amount that the Carousel Owner must actually pay as Carousel Center PILOT Payments will be reduced by a like amount. However, if such earnings are not received by the Bond Trustee as anticipated, the Carousel Owner will be required to make a payment to the Bond Trustee equal to such shortfall as part of the Carousel Center PILOT Payment then due. To the extent amounts paid by the Carousel Owner with respect to the PILOT Notes are insufficient to make the Carousel Center PILOT Payments and the corresponding payments with respect to the PILOT Bonds, amounts held in the Debt Service Reserve Fund are available to make such payments with respect to the PILOT Bonds (but not the Carousel Center PILOT Payments), subject to certain limitations on the use of funds deposited therein. In order to comply with certain federal tax restrictions, amounts on deposit in the Tax-Exempt Account established within the Debt Service Reserve Fund can not be used to make payments with respect to the Taxable Bonds. However, amounts on deposit in the Taxable Account established within the Debt Service Reserve Fund can be used to make payments with respect to either the Tax-Exempt Bonds or the Taxable Bonds.

Carousel Center PILOT Payment Obligations Are Secured by Mortgages

The obligation of the Carousel Owner under the PILOT Agreement to make the Carousel Center PILOT Payments (including any Default Payments) during each PILOT Year of the applicable PILOT Benefit Term will be: (a) evidenced by a PILOT Note (a separate note for amounts due in each PILOT Year) from the Carousel Owner to the Issuer and assigned to the PILOT Trustee in an amount equal to the aggregate amount of such year's Carousel Center PILOT Payments; and (b) secured by a PILOT Mortgage (a separate PILOT Mortgage for each PILOT Note) granted by the Carousel Owner and the Issuer to the Issuer and assigned by the Issuer to the PILOT Trustee encumbering the Carousel Owner's and the Issuer's respective interests in and to the Carousel Center (other than the Issuer's Unassigned PILOT Rights). Each PILOT Mortgage is (a) subject and subordinate to the PILOT Mortgage securing the PILOT Note corresponding to any succeeding PILOT Year, and (b) paramount in lien to the PILOT Mortgage securing the PILOT Note corresponding to any preceding PILOT Year. The PILOT Mortgages do not encumber the respective interests of the Expansion Owner or the Issuer in the Expansion Project.

Upon a failure of the Carousel Owner to make the Carousel Center PILOT Payments for a given PILOT Year in accordance with the PILOT Agreement (a "PILOT Mortgage Event of Default"), the PILOT Trustee may exercise the rights and remedies set forth in the corresponding PILOT Mortgage, which include the right to institute proceedings to foreclose the lien of such PILOT Mortgage against all or part of the Issuer's and the Carousel Owner's respective interests in the Carousel Center. As a condition of the PILOT Trustee instituting foreclosure proceedings, selling the Carousel Center or any part thereof, or instituting a proceeding for specific performance, the PILOT Trustee is required to provide written notice to the Carousel Owner, the Issuer, any CMBS Lender, any Mezzanine Lender and the holder of record of any other mortgage encumbering all or any portion of the Carousel Center that is subordinate in lien to the lien of such PILOT Mortgage (each, a "Subordinate Mortgagee") at least 30 days before the exercise of any such rights or remedies of (i) the failure of the Carousel Owner to make any of the Carousel Center PILOT Payments when due, and (ii) the intent of the PILOT Trustee to exercise its rights and remedies under such PILOT Mortgage unless such failure is cured prior to the expiration of the 30 day grace period. Any CMBS Lender, any Mezzanine Lender and any Subordinate Mortgagee may cure a PILOT Mortgage Event of Default with the same force and effect as if such PILOT Mortgage Event of Default had been cured by the Carousel Owner. See "APPENDIX H—SUMMARY OF THE AMENDED AND RESTATED PILOT MORTGAGE" for a more detailed discussion of the PILOT Mortgage.

The PILOT Notes and the PILOT Mortgages will be collectively assigned by the PILOT Trustee to the Bond Trustee pursuant to a Collateral Assignment of PILOT Mortgages as security for the obligations of the PILOT Trustee to the Bond Trustee under the PILOT Assignment. In the event of the failure of the PILOT Trustee to perform or observe any of its covenants or obligations to the Bond Trustee under the PILOT Assignment, or the occurrence of any PILOT Mortgage Event of Default which shall not have been cured within 45 days after the occurrence thereof, the Collateral Assignment of PILOT Mortgages shall be deemed to be an absolute assignment and the Bond Trustee shall immediately become the sole and unqualified owner of the PILOT Notes and the PILOT Mortgages with the right to exercise all of the rights and remedies of the mortgagee under the PILOT Mortgages and the right to collect directly from the Carousel Owner all amounts payable under the PILOT Notes, which amounts shall be held and applied by the Bond Trustee in accordance with the terms of the PILOT Assignment.

The Carousel Center is exempt from ad valorem real property taxes because it is nominally owned by the Issuer. The annual PILOT Mortgage structure is intended to impose liens on the respective interests of the Issuer and the Carousel Owner in the Carousel Center that are similar in certain respects to the liens held by taxing authorities for unpaid ad valorem real property taxes, and to provide for remedies that approximate the remedies that would ordinarily be exercised in the event of nonpayment of ad valorem real property taxes, except in certain default scenarios. The PILOT Mortgages will be recorded in inverse order, with the PILOT Mortgage securing the Carousel Center PILOT Payments due in the last PILOT Year during the applicable PILOT Benefit Term recorded first, and the PILOT Mortgage securing the Carousel Center PILOT Payments due in the first PILOT Year recorded last. As a result, in case of any payment default under a PILOT Mortgage and subsequent foreclosure of such PILOT Mortgage by the PILOT Trustee, the liens of each PILOT Mortgage securing the Carousel Center PILOT Payments due in subsequent PILOT Years will survive such foreclosure and retain their priority. In addition, since no ad valorem real property taxes are payable in connection with the Carousel Center, no liens of any taxing jurisdictions with respect to any ad valorem real property taxes can obtain priority over the liens of the PILOT Mortgages. However, governmental charges other than ad valorem taxes, such as public improvement benefit assessments, will be entitled to priority over the liens of the PILOT Mortgages.

Macy's, Lord & Taylor and the Carousel Owner are parties to the Anchor REA, which provides for the construction and operation of operator-owned department stores on land owned by the Issuer at the Carousel Center. Each of Macy's and Lord & Taylor has also entered into a lease with the Carousel Owner with respect to the land upon which each of them has constructed its department store. Lord & Taylor and Macy's hold title to the improvements and pay only nominal sums in rent.

In the event of a foreclosure of a PILOT Mortgage against the Carousel Owner's interest, the purchaser at the foreclosure sale would succeed to the Carousel Owner's interest in the Carousel Center, including the Carousel Owner's interest in the land upon which the Macy's and Lord & Taylor stores have been constructed. The liens of the PILOT Mortgages do not attach to the Macy's and Lord & Taylor store buildings and other improvements; a foreclosure would be generally subject to the rights of Macy's and Lord & Taylor under the Anchor REA and to the rights of the tenants in the Owned GLA under their leases, except for tenants (i) whose leases, by their terms, are unconditionally subject and subordinate to the lien of a future mortgage, and (ii) that the PILOT Trustee chooses to name as party defendants in the foreclosure proceeding. Generally, the PILOT Trustee would not name tenants as party defendants unless they were nonperforming or the PILOT Trustee wished to replace them for some other reason.

No Impairment

The State and, pursuant to the PILOT Agreement, the City, to the fullest extent permitted by Section 868 of the Act, acknowledge, covenant and agree for the benefit of the Holders of the PILOT Bonds that the State and the City will not limit or alter the rights vested in the Issuer under the Act to establish and collect the Carousel Center PILOT Payments and to fulfill the terms of the PILOT Agreement, the PILOT Assignment and the other Bond Documents entered into on behalf of the Holders of the PILOT Bonds, nor will the State or the City in any way impair the rights and remedies of the PILOT Trustee, the Bond Trustee or the Holders of the PILOT Bonds until the PILOT Bonds, together with interest thereon, with interest on any unpaid installments of interest and all costs and expenses in connection with any action or proceeding by or on behalf of the Holders of the PILOT Bonds are fully met and discharged.

Principal Reserve Fund

Pursuant to the Indenture, the Bond Trustee has established the Principal Reserve Fund for the benefit of the Holders of the PILOT Bonds. Principal Reserve Payments will be deposited into the Principal Reserve Fund and held therein (together with earnings on such moneys) until the balance in such Fund has been applied as required over time to the payment of the principal of (whether at maturity or redemption) and interest on the PILOT Bonds. On the date of issuance of the Series 2016A Bonds, it is not anticipated that any funds will be on deposit in the Principal Reserve Fund.

“Principal Reserve Payments” consist of (i) that portion of any Default Payment which corresponds to clause (ii) of the definition of Default Amount; and (ii) that portion of any overdue Carousel Center PILOT Payments which, when paid, corresponds to amounts previously withdrawn from the Principal Reserve Fund pursuant to the Indenture as a result of the failure by the Carousel Owner to pay the Carousel Center PILOT Payments when and in the amount due. See “—The Carousel Center PILOT Payments,” “THE PLAN OF FINANCE—The Carousel Center PILOT Payments,” “APPENDIX A—MASTER GLOSSARY” and “APPENDIX C—SUMMARY OF THE PILOT AGREEMENT.”

“Default Amount” means (y) during the PILOT Benefit Term, the sum of (i) any amounts due to the Bond Insurer as interest, including default interest, and any amounts due to any Reserve Account Credit Facility Provider as interest, including default interest, in each case, by reason of the failure of the Carousel Owner to make any PILOT Payment when due and (ii) in the event that the failure of the Carousel Owner to make such PILOT Payment when due shall have caused a transfer of amounts on deposit in the Principal Reserve Fund pursuant to the Indenture and/or a transfer of amounts on deposit in the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund pursuant to the Indenture, an amount that, when invested in Authorized Investments, shall be sufficient to provide for the payment on or before each Interest Payment Date of an amount at least equal to the excess, as of each such Interest Payment Date, of (A) the sum of (I) the amount expected to be necessary and available to be withdrawn from the Principal Reserve Fund pursuant to the Indenture on or before each Interest Payment Date, but for such transfer, plus (II) the expected investment earnings, but for such transfer, on all amounts transferred from the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund over (B) the sum of (I) the amount actually available to be withdrawn from the Principal Reserve Fund pursuant to the Indenture, taking into account the actual investment earnings, if any, on any amounts deposited in the Principal Reserve Fund to replenish amounts previously transferred from the Principal Reserve Fund pursuant to the Indenture as a result of the failure by the Carousel Owner to pay Carousel Center PILOT Payments when and in the amount due plus (II) the actual investment earnings, if any, on any amounts deposited in the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund to replenish amounts previously transferred from such Account of the Debt Service Reserve Fund pursuant to the Indenture; and (z) thereafter, the Default Payment Cap.

Debt Service Reserve Fund

Pursuant to the Indenture, the Bond Trustee established the Debt Service Reserve Fund for the benefit of the Holders of the PILOT Bonds and deposited therein the Debt Service Reserve Requirement. The Debt Service Reserve Requirement is equal to \$30,899,856.56, in the aggregate. A Tax-Exempt Account and a Taxable Account will be established within the Debt Service Reserve Fund in the respective amounts of \$14,763,786.36 from the Series 2016A Bonds and \$686,141.92 from the Series 2016B Bonds, and together with funds transferred from the Series 2007B Account of the Debt Service Reserve Fund to the Taxable Account, or \$15,449,928.28, aggregating \$30,899,856.56. In order to comply with certain Federal tax restrictions, amounts on deposit in the Tax-Exempt Account established within the Debt Service Reserve Fund can not be used to make payments with respect to the Taxable Bonds. However, amounts on deposit in the Taxable Account established within the Debt Service Reserve Fund can be used to make payments with respect to either the Taxable Bonds or the Tax-Exempt Bonds. The Indenture provides that the Carousel Owner may, subject to meeting certain conditions and provider qualifications and after having obtained the consent of the Initial Bond Insurer (unless the Initial Bond Insurer is in material default of its obligations under the Initial Bond Insurance Policy) and the Bondholder Representative, deposit or cause to be deposited with the Bond Trustee a letter of credit, surety bond or insurance policy for all or any part of the applicable Debt Service Reserve Requirement.

Amounts in the Debt Service Reserve Fund are required to be invested in Authorized Investments. \$13,199,928.28 of the amount in the Taxable Account of the Debt Service Reserve Fund will be invested in a guaranteed investment contract between the Bond Trustee and Royal Bank of Canada, acting through a New York branch. This guaranteed investment contract bears interest at a rate of 3.59% per annum, and is expected to

terminate on January 1, 2036. The remaining amount in the Debt Service Reserve Fund will be invested in an Authorized Investment. Earnings on amounts in the Tax-Exempt Account of the Debt Service Reserve Fund will be transferred to the Interest Account of the Bond Fund for each series of Tax-Exempt Bonds Outstanding, and earnings on amounts in the Taxable Account of the Debt Service Reserve Fund shall be transferred to the Interest Account of the Bond Fund for each series of Taxable Bonds Outstanding, pro rata based upon the then Outstanding principal amount of each series of Taxable Bonds.

Amounts in the Debt Service Reserve Fund are required to be transferred to the Bond Fund to the extent necessary to pay the principal of (whether at maturity or upon redemption), and interest on the PILOT Bonds as the same become due. In the event the amount on deposit within the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, either by reason of a withdrawal of amounts from either Account therein to pay principal of, or interest on PILOT Bonds, or by reason of a deficiency arising from a valuation of the amounts on deposit therein, the Carousel Owner has no obligation under the Bond Documents to pay amounts to the PILOT Trustee to satisfy with such deficiency. Moreover, the Debt Service Reserve Fund is not available to be drawn upon by the Bond Trustee to cure any default by the Carousel Owner to pay scheduled Carousel Center PILOT Payments (the remedy instead being for the PILOT Trustee to foreclose on the PILOT Mortgage corresponding to the defaulted PILOT Note).

Additional Bonds Test

Pursuant to the Indenture, Additional Bonds may be issued by the Issuer, but only as Refunding Bonds, and subject to certain restrictions including, but not limited to, the consent of a CMBS Lender, if the Carousel Owner then has an obligation owing to such CMBS Lender, a Rating Confirmation with respect to the Outstanding PILOT Bonds, taking into account the proposed issuance of such Refunding Bonds, from at least two of the Rating Agencies then maintaining ratings on the PILOT Bonds, and the Debt Service Reserve Fund being funded at a level at least equal to the Debt Service Reserve Requirement. Such Additional Bonds may be secured on a parity with or subordinate to PILOT Bonds and Additional Bonds then outstanding. Additional Bonds (which can only be Refunding Bonds) may be issued only upon an adjustment to the Carousel Center PILOT Payments payable in each PILOT Year subsequent to the issuance of such Refunding Bonds so that the Carousel Center PILOT Payments shall be at least equal to Accrued Debt Service on all PILOT Bonds Outstanding including such Refunding Bonds. See “—Carousel Center PILOT Payments” above in this section.

Additional Debt

The Carousel Installment Sale Agreement permits the Carousel Owner to incur additional Indebtedness if such Indebtedness (i) is incurred in connection with trade debt in ordinary course and not secured by the Carousel Center, (ii) constitutes the issuance of Additional Bonds as Refunding Bonds as contemplated by the Indenture and the Carousel Partial Assignment, (iii) is incurred to refinance a CMBS Mortgage or any Collateral Mortgage encumbering the Carousel Center, or (iv) is not otherwise prohibited by the loan agreement held by any then mortgagee of the Carousel Center, *provided, however*, that no Indebtedness secured in whole or in part by the Carousel Center may be incurred if such Indebtedness together with the CMBS Loan, the Mezzanine Loan and any other Indebtedness so secured (excluding the principal amount of PILOT Bonds then Outstanding) in the aggregate causes the Loan to Value Ratio to exceed ninety-one percent (91%).

Remedies upon Default under the Indenture

Moneys held by the PILOT Trustee under the PILOT Assignment in the account within the Debt Service and Reimbursement Fund that corresponds to the Carousel Center PILOT Payments are held for the benefit of, and such account is pledged to, the Bond Trustee, the City, the County and the Issuer. In the event that there are insufficient moneys on deposit from time to time in such account to provide for any necessary transfers to the Bond Trustee when due, the PILOT Trustee is directed under the PILOT Assignment to transfer moneys to such account from the corresponding account within the Escrow Fund until the deficiency in such account within the Debt Service and Reimbursement Fund has been satisfied. In the event that an Event of Default under the Indenture shall occur and be continuing, the Bond Trustee may demand the transfer by the PILOT Trustee to the Bond Trustee of all amounts held for the benefit of the Bond Trustee in the corresponding accounts within the Debt Service and Reimbursement Fund. In the event that future installments of the Carousel Center PILOT Payments are accelerated pursuant to the PILOT Agreement in connection with an “Event of Bankruptcy” (as defined in the PILOT Agreement) with respect to the Carousel Owner, the PILOT Bonds, including the Series 2016A Bonds, shall be subject to extraordinary mandatory redemption. See “THE SERIES 2016A BONDS—Redemption—Extraordinary

Mandatory Redemption” and “CERTAIN INVESTMENT RISKS—Acceleration of Carousel Center PILOT Payments.”

Bondholder Representative

The Bond Trustee will appoint a Bondholder Representative to perform the duties set forth in the Indenture and the Carousel Installment Sale Agreement. The initial bondholder representative will Trimont Real Estate Advisors LLC, a Georgia limited liability company (the “Bondholder Representative” and “Trimont”). Trimont has provided comprehensive services to real estate lenders and investors since 1988. Trimont services include asset management, loan and equity servicing, treasury and accounting services, and portfolio risk analysis and consulting services. In its loan and equity servicing, Trimont has experience managing a diverse and complex portfolio of real estate assets, including bond issues, securitized debt, senior debt, mezzanine debt, equity transactions and REO assets. Trimont has approximately 285 employees among six offices located in Atlanta, Dallas, Los Angeles, New York, London and Amsterdam. From these offices, Trimont has managed approximately \$225 billion of invested capital for clients on more than 17,500 assets with \$500 billion of property value. Trimont has provided services to its clients in 61 countries. Fitch rates Trimont “CPS2+” and “CSS2” as a primary servicer and special servicer and S&P rates Trimont “Strong” as a Construction Loan Servicer and Commercial Mortgage Special Servicer and “Above Average” as a Commercial Primary Servicer.

The Bondholder Representative will administer, on behalf and for the benefit of the Holders of the PILOT Bonds, the Indenture and the Carousel Installment Sale Agreement, monitor the performance of the Carousel Owner thereunder and under the other Bond Documents and perform such duties and exercise such rights and powers as specified in the Indenture and the Carousel Installment Sale Agreement. See “APPENDIX F—SUMMARY OF THE INDENTURE” and “APPENDIX G—SUMMARY OF THE CAROUSEL INSTALLMENT SALE AGREEMENT.” The Bondholder Representative has the right under the Carousel Installment Sale Agreement to inspect the Carousel Center, request an Appraisal of the Carousel Center and receive copies of the financial and other reports delivered by the Carousel Owner to any Lender and notices of litigation, environmental matters and any Material Adverse Effect. If no CMBS Mortgage or any other Collateral Mortgage encumbering the Carousel Center is in effect, the Bondholder Representative has the right under the Carousel Installment Sale Agreement to approve, among other things, the manager of the Carousel Center and the terms of Material Leases of the Carousel Center and any amendment thereof.

The Bondholder Representative will solicit consents of or direction from the Beneficial Owners of the PILOT Bonds in each case in the Bond Documents for which the consent or direction of a specified percentage of Holders of PILOT Bonds is required. The Bondholder Representative’s consent is required for any Supplemental Indenture entered into by the Issuer and the Bond Trustee without the consent of the Holders and with Rating Confirmation (a) to make any change or amendment which is necessary in order to refinance or extend the maturity of any CMBS Loan secured by a mortgage encumbering the Carousel Center or (b) to make any other change, modification or amendment which, in the opinion of the Bondholder Representative (and the Initial Bond Insurer’s consent for so long as the principal amount of the Series 2007B Bonds Outstanding is equal to at least 20 percent of the aggregate Outstanding principal amount of all Bonds) (which opinion may be based upon the advice or opinion of Independent Counsel), does not adversely affect in any material respect the Holders of any of the PILOT Bonds.

The Bondholder Representative will furnish to each Holder of the PILOT Bonds copies of any proposed modifications of the Bond Documents and any reports, requests or other documents or information furnished by the Carousel Owner. The Bondholder Representative will give to the Holders of the PILOT Bonds prompt written notice of (i) any Event of Default under the Bond Documents of which the Bondholder Representative has actual knowledge and (ii) any other matter of which the Bondholder Representative has actual knowledge and which in the reasonable judgment of the Bondholder Representative could have a material adverse effect on its interests or the interests of the Holders of the PILOT Bonds.

Successor Lender

In the event the Carousel Owner enters into one or more new subordinate loans while any of the PILOT Bonds or any Refunding Bonds remains Outstanding, each of such loans is required to be subject to provisions substantially in the form of the Cash Management Arrangements, preserving the contractual priority of payment of the Carousel Center PILOT Payments and other Impositions until the maturity date of the PILOT Bonds (or of any Refunding Bonds) or the redemption of the PILOT Bonds (or any Refunding Bonds) in full.

Due to the subordinate nature of such loans, the Carousel Owner believes that such lenders will have incentives to (i) require protective covenants to be made by the Carousel Owner that may be of benefit to all lenders (including the owners of the PILOT Bonds) and (ii) cure defaults in the Carousel Center PILOT Payments as a means to avoid foreclosure on the PILOT Mortgages, which are senior to any mortgage that will secure such loans. However, no assurance can be given that any such protective covenants will be required or cures so made.

Certain Covenants of the Carousel Owner

The Carousel Owner has made certain covenants in the Carousel Installment Sale Agreement which are of general effectiveness, regardless of whether the 2014 CMBS Loan (and the related mortgage) or any other loan secured by a Collateral Mortgage is in effect. The Carousel Owner has made certain additional covenants in the Carousel Installment Sale Agreement which are in effect only if the 2014 CMBS Loan has been discharged and no other loan secured by a Collateral Mortgage encumbering the Carousel Center is in effect. See “APPENDIX G—SUMMARY OF THE CAROUSEL INSTALLMENT SALE AGREEMENT.”

Covenants of General Applicability

The Carousel Owner has made a number of covenants in the Carousel Installment Sale Agreement that apply regardless of whether the 2014 CMBS Loan (and the related mortgage) or any other loan secured by a Collateral Mortgage is in effect. These include but are not limited to the following:

Permitted Indebtedness. The Carousel Owner shall not incur, obtain or consent to any Indebtedness secured in whole or in part by an interest in Carousel Center, which Indebtedness together with any CMBS Loan, any Mezzanine Loan and any other Indebtedness so secured (excluding the principal amount of the PILOT Bonds Outstanding) in the aggregate causes the Loan to Value Ratio to exceed ninety-one percent (91%).

Cash Management Arrangements. The Carousel Owner shall maintain the Cash Management Arrangements which provide, among other things, that the payment of Carousel Center PILOT Payments and other Impositions shall be senior to all other disbursements, for the benefit of the PILOT Trustee with respect to all Rents and Moneys derived from the Carousel Center, and shall cause Carousel Center PILOT Payments be paid to the PILOT Trustee no less frequently than monthly.

Intercreditor Agreement. The Carousel Owner shall maintain intercreditor agreements with any mortgagee under a Collateral Mortgage encumbering the Carousel Center that establish and preserve the priority of the Carousel Center PILOT Payments to any Collateral Mortgage encumbering the Carousel Center and effectuate the contractual priority of the Carousel Center PILOT Payments and other Impositions set forth in the Cash Management Arrangements.

Appraisals. The Carousel Owner will, at the request of the Bondholder Representative (or the Initial Bond Insurer, if applicable), provide an Appraisal (generally limited to once every 12 months).

Reports. No later than the twentieth (20th) day of each month, the Carousel Owner shall deliver to the Bondholder Representative (and the Initial Bond Insurer, if applicable) (A) a copy of any statement delivered under any Cash Management Arrangements then in effect (including the 2014 CMBS Cash Management Arrangements) and (B) a statement of the ratio of Total Revenues to scheduled Carousel Center PILOT Payments for the most recently ended Quarterly Period (defined below) and the next Quarterly Period. No later than thirty (30) days following the end of each of the months of December, March, June and September (each three-month period, a “Quarterly Period”), the Carousel Owner shall prepare and deliver to the Bondholder Representative (and the Initial Bond Insurer, if applicable), as long as a CMBS Mortgage or any other Collateral Mortgage is in effect, a copy of all reports, statements and information furnished to each applicable mortgagee during the Quarterly Period, accompanied by a certificate of an Authorized Representative of the Carousel Owner setting forth debt service on all Indebtedness for the most recently ended Quarterly Period and the next Quarterly Period and, if neither a CMBS Mortgage nor any other Collateral Mortgage secured by the Carousel Center is in effect, a statement, in form and substance reasonably satisfactory to the Bondholder Representative (and the Initial Bond Insurer, if applicable) setting forth with respect to the Carousel Center:

- (i) a cash flow report detailing the Total Revenues on a trailing twelve (12) month basis;

(ii) a rent roll as of the last day of such Quarterly Period identifying each of the Leases by the term, space occupied, rental and other charges required to be paid, security deposit paid, Impositions paid by tenants, common area charges paid by tenants, tenant pass-throughs, rent escalations and any other information reasonably required by the Bondholder Representative or the Initial Bond Insurer;

(iii) actual vacancy level for the Carousel Center (expressing the level as a percentage) for the most recent date available; and

(iv) debt service on all Indebtedness of the Carousel Owner for the most recently ended Quarterly Period and the next Quarterly Period.

Directed Transfers upon Certain Events. The Carousel Owner authorizes the Bond Trustee to be its agent for purposes of directing the Collateral Agent to pay to the Cash Management Agent all remaining moneys which would otherwise be available to the Carousel Owner under the applicable Cash Management Arrangements for deposit in the Performance Escrow Account for payment to the PILOT Trustee or the Carousel Owner as provided in the Cash Management Agreement. The Carousel Owner shall direct the Bond Trustee to give such direction upon the occurrence of the following:

(i) the ratio of Total Revenues to scheduled Carousel Center PILOT Payments for any Quarterly Period is less than 2.5 to 1.0, or

(ii) if based on an Appraisal, the ratio of the fair market value of the Carousel Center set forth in such Appraisal to the aggregate principal amount of the PILOT Bonds then Outstanding, is less than 140%,

Covenants Applicable Only if the 2014 CMBS Loan has Been Discharged and no Other Loan Secured by a Collateral Mortgage on the Carousel Center is in Effect

The Carousel Owner has made certain additional covenants in the Carousel Installment Sale Agreement which are in effect only if the 2014 CMBS Loan has been discharged and no other loan secured by a Collateral Mortgage encumbering the Carousel Center is in effect. These include but are not limited to the following:

Management of Carousel Center. The Carousel Center will be operated pursuant to the Management Agreement, and the Carousel Owner shall promptly perform and/or observe all of the material covenants and agreements required of it under the Management Agreement and keep unimpaired its material rights thereunder.

Leases and Rents. All leases entered into by the Carousel Owner shall provide for rental rates substantially comparable to then-existing local market rates and terms and conditions commercially reasonable and consistent with the then prevailing local market terms and conditions for similar type properties. Terms of any Material Lease shall be subject to the prior written approval of the Bondholder Representative and, as long as the Series 2007B Bonds remain Outstanding, the Initial Bond Insurer, such consents not to be unreasonably withheld.

The Carousel Owner is not permitted to relocate any tenant from one location on Carousel Center to another location on Carousel Center without the prior written consent of the Bondholder Representative and, as long as the Series 2007B Bonds remain Outstanding, the Initial Bond Insurer, such consent not to be unreasonably withheld in their reasonable discretion, except that no such consents are required if the following conditions are satisfied in the reasonable discretion of the Bondholder Representative:

(i) Such relocation of tenants does not conflict with or violate the provisions of the following paragraph;

(ii) no Default or Event of Default under the Carousel Installment Sale Agreement shall have occurred and is then continuing;

(iii) the Bondholder Representative shall have received 30 days' notice of the Carousel Owner's intention to relocate certifying that the Carousel Owner has satisfied the required

conditions containing sufficient details to permit the parties whose consent is required to confirm compliance; and

(iv) all tenants to be relocated within any six month period must not occupy more than 30,000 square feet of GLA of the Carousel Center.

The Carousel Owner will not be permitted to move any tenant from the Carousel Center to the Expansion Project without the prior written consent of the Bondholder Representative and, as long as the Series 2007B Bonds remain Outstanding, the Initial Bond Insurer, such consents not to be unreasonably withheld, except under the following circumstances, in which case no consent will be required:

(i) The “in place” occupancy of the Carousel Center shall be at least ninety-five percent (95%) subsequent to the relocation of any tenant from the Carousel Center;

(ii) The Adjusted Property Net Cash Flow (as such term is defined in the 2014 CMBS Loan Documents) of the Carousel Center following the relocation of any tenant shall not in each case be less than the Adjusted Property Net Cash Flow before giving effect to the removal of the tenant proposed to be moved, unless the Carousel Owner has signed Leases for the space being vacated (or for lesser space provided that the economic terms of the Lease for such lesser space are at least as equivalent to the terms of the Lease of the space being vacated) by the related tenant with a comparable tenant or tenants (taking into account the credit quality and regional and national strength of such tenants as retailers) at a market rent for a period of time at least equal to the period for which such vacating tenant had a remaining lease term, and occupancy for such tenant is anticipated within one hundred twenty (120) days after the move;

(iii) The projected Debt Service Coverage Ratio (as such term is defined in the 2014 CMBS Loan Documents) (as determined by the Bondholder Representative and, as long as the Series 2007B Bonds remain Outstanding, the Initial Bond Insurer, in their sole and absolute discretion) for the twelve (12) month period following such relocation with respect to the Carousel Center after giving effect to the relocation of such tenants shall not be less than the projected Debt Service Coverage Ratio for the twelve (12) month period following such relocation before giving effect to the removal of the tenants proposed to be relocated;

(iv) All tenants to be moved in any six (6) month period must not occupy more than 30,000 square feet of GLA in the aggregate; and

(v) Any single tenant proposed to be moved to the Expansion Project must not occupy more than 15,000 square feet of GLA in the Carousel Center.

2014 CMBS Loan

In the 2014 CMBS Loan Documents, the Carousel Owner has made a number of covenants with respect to the operation and disposition of the Carousel Center, which covenants are enforceable by the 2014 CMBS Lender (but not by the PILOT Trustee, the Bond Trustee or the Holders of the PILOT Bonds). The Carousel Owner believes that compliance by the Carousel Owner with such covenants benefits the PILOT Trustee, but such covenants are not enforceable by the PILOT Trustee, the Bond Trustee, the Initial Bond Insurer or the Holders of the PILOT Bonds and, except as may be provided in the 2014 CMBS Intercreditor Agreement, may be amended or waived at any time without the consent of the Holders of the PILOT Bonds.

These covenants generally include covenants regarding compliance with the 2014 CMBS Loan Documents; insurance; existence and compliance with legal requirements; leases in the Carousel Center; management; operation and maintenance of the Carousel Center; financial and operational reporting; liens; other borrowings; disposition of assets; and change in control, among others.

Successor Lender

With respect to any covenants made to a successor lender, there can be no assurance as to the extent or nature of such covenants. Compliance by the Carousel Owner with such covenants may benefit the PILOT Trustee, but such covenants would not be enforceable by the PILOT Trustee, the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative or the Holders of the PILOT Bonds and, except as may be provided in an intercreditor

agreement then in effect, may be amended or waived at any time without the consent of the Holders of the PILOT Bonds.

In the event a successor lender is in place, there can be no assurance as to the extent or nature of the covenants made by the Carousel Owner for the benefit of such successor lender. However, until the maturity date of the PILOT Bonds or the redemption of the PILOT Bonds in full, any agreement with a successor lender is required to include provisions substantially in the form of the Cash Management Arrangements, preserving the priority of payment of the Carousel Center PILOT Payments and other Impositions, as described above under “—Flow of Funds Generally (Cash Management Arrangements)” and “—Flow of Funds Under Current Arrangement in Connection With the 2014 CMBS Loan”).

CERTAIN INVESTMENT RISKS

In order to make an informed investment decision as to whether the Series 2016A Bonds are an appropriate investment, potential investors should be thoroughly familiar with this entire Official Statement (including the Appendices hereto). Certain considerations associated with the purchase of the Series 2016A Bonds are described below. Prospective purchasers of the Series 2016A Bonds should give careful consideration to the matters referred to in the following summary.

The following summary is not intended to be, nor can it be, a complete description of all of the general or specific risk factors relating to an investment in Series 2016A Bonds. Additional risk factors relating to the purchase of Series 2016A Bonds are described throughout this Official Statement, whether or not specifically designated as risk factors. Additional risks and uncertainties not presently known, or currently believed to be immaterial, may also materially and adversely affect the payment of the Series 2016A Bonds. This section should be read in conjunction with the rest of the Official Statement, including the Appendices hereto.

General

The PILOT Bonds are payable from the revenues of the Issuer which are to be derived from the Carousel Center PILOT Payments to be made by the Carousel Owner pursuant to the PILOT Agreement. Pursuant to the PILOT Agreement, the amount of the Carousel Center PILOT Payments payable in each year will be evidenced by a separate PILOT Note and secured by a separate PILOT Mortgage. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Enforcement of Carousel Center PILOT Payment Obligation.” The primary source of revenues from which the Carousel Owner will make the Carousel Center PILOT Payments is the Property Revenues. The ability of the Carousel Owner to make the required Carousel Center PILOT Payments will depend on many factors which may change from time to time, including, among others, general economic conditions, retail practices generally, health of retail businesses (including tenants and potential tenants), competition from other similar facilities, competition from internet marketing and other changes in consumer purchasing practices, general operations of the Carousel Center, consumer preferences, global or local conflicts, perceptions of safety, and other factors. These factors can affect the ability of the tenants to make their rental payments (which constitute the primary source of Property Revenues), and the ability of the Carousel Owner to attract tenants sufficient to maintain occupancy rates and rental rates adequate to generate Property Revenues sufficient to make the required payments, including the Carousel Center PILOT Payments and operating expenses. No representation can be made or assurance given that the Carousel Center PILOT Payments will be realized in amounts sufficient to make the payments necessary to pay the Accrued Debt Service on the PILOT Bonds when due.

Combination or “Layering” of Multiple Risks

Although the various risks discussed in this Official Statement are generally described separately, a prospective purchaser should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor in the Series 2016A Bonds may be significantly increased. In addition, certain risks described can have multiple effects, which are not necessarily limited to the heading or caption under which the risk is described. Prospective purchasers of the Series 2016A Bonds must consider the full potential effect of each risk.

General Considerations Relating to Investments Similar in Nature to the Series 2016A Bonds

Suitability of Investment

The Series 2016A Bonds are not suitable investments for all investors. A prospective purchaser should not purchase any Series 2016A Bonds unless the investor understands and is able to bear the prepayment, credit, liquidity and market risks associated with the Series 2016A Bonds. The interaction of the factors set forth in “CERTAIN INVESTMENT RISKS” and their effects will be impossible to predict and are likely to change from time to time.

A Market May Not Develop For the Series 2016A Bonds

There can be no assurance that there will be a secondary market for the purchase or sale of the Series 2016A Bonds. Moreover, if a secondary market does develop, there can be no assurance that it will provide investors with liquidity of investment or that it will continue for the life of the Series 2016A Bonds. Lack of liquidity could result in a drop in the market value of the Series 2016A Bonds. In addition, the market value of Series 2016A Bonds at any time may be affected by many factors, including then prevailing interest rates, and no representation can be made as to the market value of any Series 2016A Bonds at any time.

Special Obligations of the Issuer; No Recourse to the State, the County or the City

The Issuer’s obligations with respect to the Series 2016A Bonds are not general obligations of the Issuer but rather are special obligations of the Issuer payable from and secured by only the revenues of the Issuer derived and to be derived from the payment by the Carousel Owner of the Carousel Center PILOT Payments under the PILOT Agreement, the PILOT Assignment and the other sources described herein. The Issuer has no taxing power. See “THE ISSUER.” None of the State, the County or the City will be obligated to pay the principal of the PILOT Bonds or the premium, if any, or interest thereon. Neither the faith and credit nor the taxing power of the State, the County or the City is pledged to the payment of the principal of, premium, if any, or interest on the Series 2016A Bonds.

Carousel Owner is a Special Purpose Entity Whose Sole Business is Ownership and Operation of the Carousel Center

The Carousel Owner is an existing New York limited partnership with the sole purpose of owning, holding, managing, developing, operating, leasing and selling real property and assets related to the Carousel Center and entering into financing and refinancing transactions related to the Carousel Center and performing its obligations thereunder. In general, its liabilities cannot be attributed to any person or entity owning any direct or indirect interest in it, or any affiliate, including any other Pyramid Companies, the Manager or the Expansion Owner. The primary source of revenues of the Carousel Owner for making the Carousel Center PILOT Payments is Property Revenues derived by the Carousel Owner from beneficial ownership and operation of the Carousel Center. See “THE CAROUSEL ENTITIES – The Carousel Owner.”

Lack of Diversification

The collateral underlying the Series 2016A Bonds will not have any asset diversification insofar as the obligation to make the Carousel Center PILOT Payments is primarily secured by a single income-producing real property, the Carousel Center. Due to the lack of diversification and the direct beneficial ownership of the Carousel Center by the Carousel Owner, Holders of the Series 2016A Bonds will have a significantly greater exposure to the potential risks inherent in making this type of investment.

Market Value of Series 2016A Bonds May Fluctuate

The market value of the Series 2016A Bonds can decline for a variety of reasons, including performance of the Carousel Center below expectations. The market value of the Series 2016A Bonds may decline even if the Carousel Center is performing at or above expectations. The market value of the Series 2016A Bonds will also be influenced by the supply of and demand for municipal bonds generally. A number of factors will affect investors’ demand for municipal bonds, including:

- (i) the availability of alternative investments that offer higher yields or are perceived as being a better credit risk, having a less volatile market value or being more liquid;
- (ii) legal and other restrictions that prohibit a particular entity from investing in such bonds or limit the amount or types of such bonds that it may acquire;

(iii) investors' perceptions regarding the capital markets in general, which may be adversely affected by political, social and economic events completely unrelated to the commercial real estate and municipal bond markets; and

(iv) with respect to municipal bonds secured by commercial real estate, investors' perceptions regarding the commercial real estate markets, which may be adversely affected by, among other things, a decline in real estate values or an increase in defaults and foreclosures on mortgage loans secured by income producing properties.

Bond Ratings May Be Lowered or Be Withdrawn

The ratings assigned to the Series 2016A Bonds at the time of issuance may be lowered or withdrawn at any time, which could adversely affect the market price and marketability of the Series 2016A Bonds.

General Considerations Relating to Projects Financed With CMBS Loans

Short Term Nature of CMBS Loans; Balloon Payments

Many retail properties, including the Carousel Center, are the subject of a CMBS Loan financing for which a balloon payment is typically due at maturity. Interest only loans and balloon loans involve a greater risk because the ability of the retail property to make the balloon payment will normally depend on its ability to fully refinance the CMBS financing or sell the retail property at a price sufficient to make such payment. The ability of a retail property to effect such a refinancing or sale will be affected by a number of factors, including the value of the retail property, the level of available mortgage rates at the time of sale or refinancing, the owner's equity in the retail property, the financial condition and operating history of the retail property, the operating history and occupancy level of the retail property, the perception of the brands associated with the retail property, tax laws, prevailing general economic conditions and the availability of credit for loans secured by commercial real properties generally.

Events in U.S. Financial Markets Have Had, and May Continue to Have, a Negative Impact on the Terms and Availability of Credit

The failure of large U.S. financial institutions in 2008 and the resulting turmoil in the U.S. financial sector has had a negative impact on the terms and availability of credit and the state of the economy generally within the United States. The tightening of the U.S. credit markets resulted in a lack of adequate credit. Some lenders continue to impose more stringent restrictions on the terms of credit, including shorter terms and more conservative loan-to-value underwriting than was previously customary. The negative impact of the tightening of the credit markets may limit the ability of property developers and owners to finance or refinance the acquisition of properties and other real estate-related assets on favorable terms, if at all, and may result in increased financing costs or financing with increasingly restrictive covenants.

Additionally, decreasing home prices or commercial property values and mortgage defaults may again result in uncertainty in the real estate and real estate securities and debt markets. Until recently, the securitization market, including for new issuances of commercial mortgage-backed securities, had been significantly reduced as a result of the turmoil in the financial markets, and banks generally are providing limited debt financing with more stringent conditions for investments in real estate-related assets. Decreases in the value of commercial properties and the tightening by commercial real estate lenders of underwriting standards have prevented many commercial mortgage borrowers from refinancing their mortgages. A very substantial amount of U.S. mortgage loans, with balloon payment obligations in excess of their respective current property values, are maturing over the coming three years. These circumstances have generally increased delinquency and default rates of securitized commercial mortgage loans, and may lead to widespread commercial mortgage defaults. In addition, the declines in commercial real estate values have resulted in reduced borrower equity, hindering the ability of borrowers to refinance in an environment of increasingly restrictive lending standards and giving them less incentive to cure delinquencies and avoid foreclosure.

Financial Performance of the Carousel Center

The performance of the Carousel Center itself will be a major factor in the Carousel Owner's ability to obtain favorable refinancing of the 2014 CMBS Loan or a subsequent CMBS Loan. Such performance criteria will include, among other things, vacancies, tenant rent rates, revenues of the Carousel Center, management and operating expenses of the Carousel Center, tenant credit quality, tenant mix, levels of sales, and customer attendance levels.

Refinancing Risk of 2014 CMBS Loan and Subsequent CMBS Loans

The 2014 CMBS Loan is an interest only loan during its term and will have a balloon payment due on June 6, 2019, or the maturity date. Thus, the 2014 CMBS Loan will have a substantial payment due at or prior to the scheduled maturity, unless previously prepaid. Interest only loans and balloon loans involve a greater risk because the ability of the Carousel Center to make the balloon payment will normally depend on its ability to fully refinance the 2014 CMBS Loan or sell the Carousel Center at a price sufficient to permit the Carousel Owner to make such payment. The ability of the Carousel Owner to effect such a refinancing or sale will be affected by a number of factors, including the value of the Carousel Center, the level of available mortgage rates at the time of sale or refinancing, the Carousel Owner's equity in the Carousel Center, the financial condition and operating history of the Carousel Owner and the Carousel Center, the operating history and occupancy level of the Carousel Center, the perception of the brands associated with the Carousel Center, tax laws, prevailing general economic conditions and the availability of credit for loans secured by commercial real properties generally.

There can be no assurance that the Carousel Owner will be able to refinance the 2014 CMBS Loan, or obtain an extension or modification of the 2014 CMBS Loan, and an event of default on the 2014 CMBS Loan could have a material adverse effect on the Carousel Owner's ability to make the Carousel Center PILOT Payments.

Further, any replacement of the 2014 CMBS Loan or other mortgage indebtedness will present similar concerns for so long as the Series 2016A Bonds are Outstanding.

As a general matter, in addition to the risks set forth above, the need to refinance the 2014 CMBS Loan and future CMBS Loans will expose the Carousel Center to risk of higher interest rates at the time of refinancing, which may place stress upon the Carousel Owner's ability to pay operating expenses, including Carousel Center PILOT Payments, and maintain an adequate return.

The Indenture permits the Issuer and the Bond Trustee to consent to an amendment or modification of the Indenture and Bond Documents in connection with the refinancing or extension of any CMBS Loan secured by the Carousel Center without consent of the Bondholders but with Rating Confirmation and consent by the Bondholder Representative.

Risks Particular to Retail Properties

The Carousel Center is a retail property. Various factors affect the viability of retail properties, including location, local, regional and national economic conditions and competition from other retail properties within the market area, and from alternative retail marketing tools, such as shopping using the internet. The success of a retail property is dependent to a certain extent on the quality of the location of the property, including the accessibility of the property to potential customers and the volume of consumer traffic at the property, and the type of property, including whether consumer preferences move away from enclosed shopping malls to power centers, community and neighborhood shopping centers and internet sales. In addition, adverse developments in the local, regional and national economies affect consumer spending and can have a significant effect on the success of a retail property. Further, increased competition in the market of a retail property through the addition of competing properties nearby can adversely impact the success of a retail operation, even if the local, regional and national economies are doing well.

Retail properties also face competition from sources outside a given real estate market. Factory outlet centers, discount shopping centers and clubs, video shopping networks, catalogue retailers, home shopping networks, direct mail, Internet selling and telemarketing all compete with more traditional retail properties for consumer dollars. In addition, new and enhanced technologies, including new digital technologies and new web services technologies, have increased competition for retail tenants of the Carousel Center and will likely continue to create additional competition in the future. Continued growth of these and other alternative retail outlets could adversely affect the rents collectible at the Carousel Center. Increased competition could adversely affect income from and market value of the Carousel Center.

During the past decade, internet marketing has experienced explosive growth and directly competes for customers with retail malls that are dependent on attracting physical consumer visits. Internet marketing can be expected to continue to grow as new technologies and consumer habits evolve, as evidenced by the evolution from the use of home and office computers as primary internet access points, to add laptops, tablets and smart phones as primary internet access points through which retailers market directly to consumers.

Consumer use of the internet continues to gain in popularity and internet sales growth is likely to continue in the future, which could adversely affect the business of retail tenants of the Carousel Center and affect the way other current and future tenants lease space. For example, the migration towards internet sales has led many omnichannel retailers to reduce the number and size of their physical store locations to increasingly rely on e-commerce and alternative distribution channels. Tenants may also permit merchandise purchased on their websites to be picked up at, or returned to, their physical store locations, which may have the effect of decreasing the reported amount of their in-store sales and the amount of rent landlords are able to collect from them (particularly with respect to those tenants who pay rent based on a percentage of their in-store sales). The Carousel Owner cannot predict with certainty how internet sales growth will impact the demand for space at the Carousel Center or how much revenue will be generated at physical store locations in the future. If the Carousel Owner is unable to anticipate and respond promptly to trends in retailer and consumer behavior, then the Carousel Owner's ability to pay operating expenses, including the Carousel Center PILOT Payments, could be adversely affected.

Geographic Location

Regional Economic Conditions

The Carousel Center is located in Syracuse, New York. Payments by the Carousel Owner and the market value of the Carousel Center could be adversely affected by economic conditions generally or in the central New York region, conditions in the Syracuse, New York real estate market, changes in governmental rules and fiscal policies, acts of nature, including earthquakes, floods and hurricanes (which may result in uninsured losses), and other factors which are beyond the control of the Carousel Owner. The economy of New York State or the central New York region may be adversely affected to a greater degree than that of other areas of the country by certain developments affecting industries concentrated in such state or region. Moreover, in recent periods, several regions, including the central New York region, have experienced significant downturns in the market value of real estate. A decline in the general economic condition in the central New York region could result in a decrease in commercial property, housing or consumer demand in the region, and the income from and market value of the Carousel Center may be adversely affected, which could adversely affect the Carousel Owner's ability to pay operating expenses, including the Carousel Center PILOT Payments.

Competition in Market Area

Other retail properties (including the Expansion Project, enclosed malls, power centers, and community and neighborhood shopping centers) located in the market area of the Carousel Center compete with the Carousel Center to attract tenants and customers. For example, there may be an oversupply of properties of the same type in the market areas where the Carousel Center is located. The Carousel Owner competes with all lessors and developers of comparable types of real estate in the market area in which the Carousel Center is located. Such lessors or developers could have lower rentals, rental rates, lower operating costs, more favorable locations or better facilities. While the Carousel Owner may renovate, refurbish or expand the Carousel Center to maintain it and remain competitive, such renovation, refurbishment or expansion may itself entail significant risks. Increased competition could adversely affect income from, and the market value of, the Carousel Center, which could adversely affect the Carousel Owner's ability to pay operating expenses, including the Carousel Center PILOT Payments. The Carousel Center also faces increased competition from internet sales. See “—Risks Particular to Retail Properties.”

Competition from the Expansion Project

Although the Expansion Project and the Carousel Center together comprise the integrated Destiny USA mall and shopping center, the Series 2016A Bonds are not payable from the revenues generated from the Expansion Project. However, no portion of the Expansion Project serves as security for the Series 2016A Bonds, and retail tenants at the Expansion Project may draw customers or tenants away from the Carousel Center. Moreover, the Manager and its affiliates may, in certain circumstances, favor the leasing of space in the Expansion Project over the leasing of space in the Carousel Center. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS – Certain Covenants of the Carousel Owner” for a summary of covenants limiting transfer of tenants from the Carousel Center to the Expansion Project.

Dependence on Tourism

A significant portion of the retail customers who visit the Carousel Center do not reside within close proximity to the Carousel Center, and the Carousel Center is dependent in large part upon retail customers viewing the Carousel Center as a tourism destination center. Those factors which may hinder tourism in general to any

destination, such as traffic, convenience of alternative modes of transportation, the cost of gasoline and other like factors may negatively influence the decision of tourists to visit the Carousel Center. Because of its location in Syracuse and good transportation access, the Carousel Center is an attractive destination for Canadian residents. Factors that may affect the Carousel Center attractiveness to Canadian residents, such as unfavorable exchange rates or impediments to transportation from Canada may affect the strength of the Carousel Center as a tourism destination, which could adversely affect the Carousel Owner's ability to pay operating expenses, including the Carousel Center PILOT Payments.

Foreign Exchange Rates

As a tourism destination center, the retail customer base includes foreign residents, particularly Canadian residents. An unfavorable foreign currency exchange rate between the United States Dollar and foreign currencies may act as a disincentive to non-USA resident retail shoppers visiting the Carousel Center.

Given the proximity of the Carousel Center to Canada, there is a particular sensitivity to the exchange rate between the United States dollar and the Canadian dollar.

Dependence on Transportation Infrastructure

Ease and variability of access to the Carousel Center is an important factor in its attractiveness to retail customers, including visitors from Canada. Good road, air, rail and bus access to the Carousel Center are discussed under the heading "DESTINY USA AND CENTRAL NEW YORK – Transportation." Factors that may interfere with the existing transportation infrastructure may have a negative impact on the attractiveness of Carousel Center to retail visitors, which could adversely affect the Carousel Owner's ability to pay operating expenses, including the Carousel Center PILOT Payments.

Dependence on Tenants

The ability of the Carousel Center to generate revenues sufficient to pay operating expenses (including payment of the Carousel Center PILOT Payments) and generate a reasonable return for the Carousel Owner is dependent on maintaining high tenant occupancy at adequate rental rates. Tenant occupancy may depend on both (i) a tenant's willingness to enter into a lease at the proposed rental rate and reasonable terms and (ii) a tenant's ability to pay those rental payments and perform the lease terms.

Tenant Ability or Willingness to Perform Under Leases

A tenant's ability or willingness to perform under a lease may depend on a number of factors, including the ability to generate sufficient revenues to meet operating and other expenses, including debt service, lease payments, capital expenditures and tenant improvements. The ability of a tenant to generate adequate revenues depends on a number of factors, including the following: the national economic climate; the regional and local economy (which may be adversely impacted by plant closings, industry slowdowns, adverse weather conditions, natural disasters, terrorist activities, and other factors); local real estate conditions (such as an oversupply of, or a reduction in demand for, retail space or retail goods and the availability and creditworthiness of current and prospective tenants); perceptions by retailers or shoppers of the safety, convenience and attractiveness of the Destiny USA shopping center (of which the Carousel Center is a part); and increased costs of maintenance, insurance and operations.

A tenant may be unable or unwilling to perform its lease obligations for a number of reasons, including, among other things: (i) bankruptcy or insolvency of the tenant company or its affiliates, (ii) restructuring of the tenant company or its business to downsize, develop new marketing plans, reorganize geographically or make other business adjustments, (iii) poor retail traffic at the Carousel Center locations for the particular store, or more generally for the Destiny USA shopping center (of which the Carousel Center is a part), (iv) the effect of competition in the market area, (v) poor management of the Carousel Center, (vi) changing economic conditions, interest rate conditions or costs of doing business, (vii) changing demographics in the central New York Region, and (viii) changing tenant mix at the Carousel Center, including excessive vacancies or the loss of anchor tenants or other significant tenants (collectively, "Major Tenants").

To the extent that economic or other factors affect the central New York region more severely than other areas of the country, the negative impact on the tenants, and consequently the Carousel Owner's economic performance, could be significant.

In the event of defaults by the tenants, the Carousel Center will have to address the issues set forth under the heading “—Risks Relating to Tenants and Occupancy—Tenant Disputes and Defaults.” The Carousel Owner may also experience delays and costs in enforcing its rights as lessor.

Tenant Lease Terminations Due to Corporate Reorganizations or Bankruptcies

Mergers, acquisitions, consolidations, dispositions or bankruptcies in the retail industry could have negative consequences on a tenant’s decision to remain at Carousel Center. Tenants might elect to terminate or not renew their leases as a result of any of the foregoing. The bankruptcy or closure of tenants, or sale of a store or stores to a less desirable retailer or occupant, may reduce occupancy levels and rental income, or otherwise adversely affect the financial performance of the Carousel Owner.

Importance of Anchor Tenants and Major Tenants for Other Tenants and the Carousel Center

A decision by a Major Tenant to cease operations at the Carousel Center could also have a material adverse effect on the Carousel Center operations. Such impact may include creating a large area of vacancy (which can affect customer perception and attraction), reduce rental income, require the Carousel Owner to search for a new replacement tenant, result in a change in quality of the retail operation that may replace the departing tenant, and other factors. A decision by a Major Tenant to cease operations at the Carousel Center could also have an adverse effect on the ability of the Carousel Owner to make the Carousel Center PILOT Payments.

Tenant Renewals or Replacements

A tenant’s ability or willingness to perform under a lease, including to make rental payments, depends on a number of factors. These factors include, among other things, general economic conditions, financial conditions of the tenant, retail sales performance at the particular leased space, merger or consolidation of the tenant, changes in the business plan of the tenant, and management of the Carousel Center. The ability of the Carousel Owner to make the Carousel Center PILOT Payments is dependent on maintaining occupancy rates at rental rates that are sufficient to cover operating expenses (including making the Carousel Center PILOT Payments) and provide a reasonable return. The Carousel Owner’s ability to make the Carousel Center PILOT Payments could be adversely affected if the Carousel Owner’s tenants were unable to meet their obligations to pay rent, or if the Carousel Owner is unable to lease a space in the Carousel Center on economically favorable terms.

Tenant Bankruptcy or Insolvency

The bankruptcy or insolvency of tenants at the Carousel Center may have an adverse impact on the Carousel Center and the income produced by the Carousel Center. See “—Risks Relating to Bankruptcy and Financial Considerations of Tenants” below.

There can be no assurance that tenants of the Carousel Center will continue making payments under their leases or that such tenants will not file for bankruptcy protection in the future or, if any tenants file for bankruptcy protection, that they will thereafter continue to make rental payments in a timely manner. In addition, a tenant may, from time to time, experience a downturn in its business, which may weaken its financial condition and result in a reduction of rental payments or failure to make rental payments when due. If a tenant defaults in its obligations to the Carousel Owner, the Carousel Owner may experience delays in enforcing its rights as lessor and may incur substantial costs and experience significant delays associated with protecting its investment, including costs incurred in renovating and reletting the property.

Risk of Factors Affecting Tenants of a High Percentage of GLA

Retail properties may be adversely affected if there is an economic decline in the business operated by their tenants. The risk of such an adverse effect is increased if any tenant or group of tenants occupies a significant portion of the retail space. For example, the top 10 tenants at the Carousel Center (excluding Macy’s and Lord & Taylor) in the aggregate currently occupy approximately 47.0% of the net rentable area and contribute approximately 24.5% of minimum rent with respect to the Carousel Center. Deterioration in the financial condition of a Major Tenant can be particularly significant if a tenant makes up a significant portion of the rental income.

Risks Relating to Tenants and Occupancy

Potential Change in Major Tenants

The Carousel Center has multiple Major Tenants. The presence of Major Tenants is critical in generating customer traffic and making a center desirable for other tenants. The economic performance of a retail property will consequently be adversely affected by (i) a Major Tenant's failure to renew its lease; (ii) the termination of a Major Tenant's lease or, if the Major Tenant owns its own site, a decision to vacate; (iii) the bankruptcy or economic decline of a Major Tenant; or (iv) the cessation of the business of a Major Tenant (notwithstanding its continued payment of rent).

The closing of a Major Tenant may allow other tenants to reduce the amount of their lease payments, terminate their leases or cease operating their stores at the Carousel Center or otherwise adversely affect occupancy at the Carousel Center.

In certain instances with respect to the Carousel Center, leases with Major Tenants expire during the term of the Series 2016A Bonds. See the lease rollover schedules in the table titled "Carousel Center Lease Rollover Schedule" under the heading "THE CAROUSEL CENTER—Tenant Lease Information." There can be no assurance that if a Major Tenant at the Carousel Center were to close or remain vacant, such Major Tenant would be replaced in a timely manner without incurring material additional costs to the Carousel Owner and resulting in adverse economic effects.

Anchor REA – Lord & Taylor and Macy's

The Carousel Center is subject to the Anchor REA pursuant to which Lord & Taylor and Macy's have the right to exclusive possession of their respective portion of the GLA until the scheduled expiration of the Anchor REA on December 18, 2056. Lord & Taylor and Macy's also hold title to the improvements and pay only nominal sums in rent. The Lord & Taylor and Macy's stores together occupy approximately 270,000 square feet of the GLA of the Carousel Center. Although tenants that own their own parcel do not pay rent, they generally are required to pay a contribution toward common area maintenance and real estate taxes on the improvements and related real property. Such a tenant's default on the payment of such contributions could adversely affect the Carousel Owner's ability to make the Carousel Center PILOT Payments.

Macy's recently announced the closure of 100 stores nationwide, which represents about 15% of all Macy's department stores. The Carousel Owner has not received notice that Macy's intends to close its store at the Carousel Center, but any such closure could adversely affect the Carousel Owner's ability to make the Carousel Center PILOT Payments.

Tenant Disputes and Defaults

Disputes may arise between the Carousel Owner and tenants under the Anchor REA or under tenant leases or alleged defaults or potential defaults may be alleged on the part of the Carousel Owner under the Anchor REA or under a tenant lease. Such disputes, defaults or potential defaults could lead to a termination or attempted termination of the applicable tenant lease or Anchor REA by the tenant or to litigation against the Carousel Owner. The Carousel Owner generally is of the view that tenant disputes will not have a material adverse effect on the ability of the Carousel Owner to make the Carousel Center PILOT Payments. Nevertheless, there can be no assurance that any existing dispute or any dispute that arises in the future would not result in significant expense to the Carousel Owner or would not have a material adverse effect on the Carousel Owner (or its ability to make the Carousel Center PILOT Payments) or the Carousel Center, that the Carousel Owner would ultimately prevail in any such dispute, or that the covenants in the applicable leases would remain in force.

Tenant Lease Renewals, Expirations and Rollovers

Tenant leases expire at various times during the term of the PILOT Bonds. The timing and amount of lease expiration of existing tenants is shown in the table titled "Carousel Center Lease Rollover Schedule" under the heading "THE CAROUSEL CENTER – Tenant and Lease Information." The lease expirations shown are based on full lease terms; however, in some instances, the tenant may have the option to terminate its lease prior to the expiration date shown. In addition, in some instances, a tenant may have the right to assign its lease and be released from its obligations under the subject lease. Furthermore, certain tenant leases are on a month-to-month basis. Even if vacated space is successfully relet, the costs associated with reletting, including tenant improvements and leasing commissions, could be substantial and could reduce cash flow from the Carousel Center.

Certain tenants at the Carousel Center may be paying rent but are not yet in occupancy. Additionally, certain tenants at the Carousel Center may have executed leases but have not yet taken occupancy or commenced rent payments. The Carousel Center might also have leased or unleased “dark” space (i.e., empty space) or adjoined properties with “dark” spaces. Any “dark” space may cause the Carousel Center to be less desirable to other potential tenants or the related tenant may be more likely to default in its obligations under the lease. There can be no assurance that the tenants at the Carousel Center will continue to fulfill their lease obligations or that the space will be relet.

Certain of the tenant leases, including Major Tenant leases, at the Carousel Center expire, or grant to one or more tenants a lease termination option that is exercisable, at various times prior to the maturity date of the Series 2016A Bonds. See the Table titled “Carousel Center Lease Rollover Schedule” under the heading “THE CAROUSEL CENTER – Tenant and Lease Information.”

There can be no assurance that (1) leases that expire can be renewed, (2) the space covered by leases that expire or are terminated can be re-leased in a timely manner at comparable rents or on comparable terms, or (3) the Carousel Owner will have the cash or be able to obtain the financing to fund any required tenant improvements. Further, lease provisions among tenants may conflict in certain instances, or leases may contain restrictions on the use of parcels near the Carousel Center for which there is no corresponding restrictive covenant of record, in each case creating termination or other risks. Income from and the market value of the Carousel Center would be adversely affected if vacant space in the Carousel Center could not be leased for a significant period of time, if tenants were unable to meet their lease obligations or if, for any other reason, rental payments could not be collected, or if one or more tenants ceased operations at the Carousel Center. Certain tenants at the Carousel Center may be entitled to terminate their leases or reduce their rents based upon the occurrence of an event of default by a tenant or the violation of negotiated cotenancy provisions.

The Carousel Center has multiple tenants, therefore re-leasing costs and costs of enforcing remedies against defaulting tenants may be incurred more frequently than in the case of properties with fewer tenants, thereby reducing the cash flow available to make the Carousel Center PILOT Payments. These costs may cause the Carousel Owner to default in its other obligations, which could reduce cash flow available for the Carousel Center PILOT Payments. The Carousel Center also may experience higher continuing vacancy rates and greater volatility in rental income and expenses.

Rental payments from tenants comprise substantially all of the net revenues of the Carousel Center. Approximately 20.8% of the Carousel Center (excluding specialty tenants, Lord & Taylor and Macy’s) when measured by square footage was vacant as of July 31, 2016. Further, no assurance can be given that the Carousel Owner will be able to fill such vacancies. No assurance can be given that the rate of occupancy at the stores will remain at the current levels or that the net operating income contributed by the Carousel Center will remain at its current or past levels.

Risks Relating to Particular Lease Provisions

Tenant leases are not all the same. Leases may contain provisions that may affect occupancy rates and net revenues of the Carousel Owner. Following are examples of some common provisions that may be material to the revenues and occupancy of the Carousel Center. The examples are not inclusive of every such provision.

Risks Relating to Co-Tenancy Provisions in Leases

Leases at the Carousel Center may provide tenants certain rights or penalties in the event one or more named co-tenants closes its store, certain occupancy thresholds are not maintained, or certain sales targets are not met. Typically, the co-tenancy provisions permit tenants to abate the rent payable, cease operating and/or terminate their leases. In the future, the Carousel Owner may enter into additional retail leases containing co-tenancy provisions. Even though co-tenancy provisions are intended to protect a tenant, such provisions can also exacerbate the impact of the loss of a co-tenant or reduction in occupancy in the Carousel Center, which could have a material adverse effect on the Carousel Owner’s revenues, and consequently the ability to make the Carousel Center PILOT Payments.

Direct Tenant Payment of Portion of Rent Allocable to PILOT

Many of the existing leases provide that the tenants will be obligated to pay to the Carousel Owner, as additional rent, amounts equal to their portions of the Carousel Center PILOT Payments over the term of the lease.

Certain leases provide only for a flat periodic rental with no such separate pass-through obligation, and certain leases contain other limitations on the tenant's obligation to pay its share of payments in lieu of real property taxes.

The tenants are requested to remit rents directly into the 2014 CMBS Clearing Account and available funds in such account are required to be swept into the 2014 CMBS Cash Management Account on each business day pursuant to the 2014 CMBS Cash Management Arrangements. With respect to any Property Revenues from the Carousel Center that are not deposited directly into the 2014 CMBS Clearing Account, there is a risk that the Manager or Carousel Owner could divert these funds or such funds could become subject to a bankruptcy of the Manager or the Carousel Owner or its respective affiliates.

Notwithstanding the foregoing, the Carousel Owner is contractually obligated to make Carousel Center PILOT Payments from all revenues derived from the Carousel Center, regardless of the foregoing tenant direct pay mechanisms.

Early Termination and Abatement Provisions

Retail leases at the Carousel Center often give tenants the right to terminate the related lease or abate or reduce the related rent (i) if the Carousel Owner allows uses at the Carousel Center in violation of use restrictions in current tenant leases, (ii) if the Carousel Owner or any of its affiliates owns other properties within a certain radius of the Carousel Center and allows uses at those properties in violation of use restrictions, (iii) if the Carousel Owner fails to provide a designated number of parking spaces, (iv) if there is construction at the Carousel Center or an adjacent property such as the Expansion Project (whether or not such adjacent property is owned or controlled by the Carousel Owner or any of its affiliates) that may interfere with visibility or a tenant's use of the Carousel Center, (v) upon casualty or condemnation with respect to all or a portion of the Carousel Center that renders the Carousel Center unsuitable for a tenant's use or if the Carousel Owner fails to rebuild the Carousel Center within a certain time, (vi) if a tenant's use is not permitted by zoning or applicable law, (vii) if a tenant is not permitted to exercise expansion rights at the Carousel Center, (viii) if the Carousel Owner fails to undertake various property renovations or improvements, or (ix) if the Carousel Owner defaults on its obligations under the lease. In each identified instance, there can be no assurance that the Carousel Owner will not violate those restrictions if it feels that such violation may otherwise benefit it or its affiliates to do so, even where such action is to the detriment of the Carousel Center.

In addition, it is common for tenants at anchored shopping malls, including the Carousel Center, to have the right to terminate their lease or abate or reduce rent if a certain number of the Major Tenants go dark or if in-line occupancy decreases below certain thresholds. Even if tenants do not have termination or rent abatement rights, because the Major Tenant plays a key role in generating customer traffic and making a center desirable for other tenants, there can be no assurance that any loss of a Major Tenant will not have a material adverse impact on the non-Major Tenants' ability to operate, which may in turn adversely impact the Carousel Owner's ability to meet its obligations to make the Carousel Center PILOT Payments. If a Major Tenant goes dark, generally, the Carousel Owner's only remedy is to terminate that lease after the Major Tenant has been dark for a specified amount of time.

Certain of the tenant leases for the Carousel Center permit the tenant to terminate its lease and/or abate or reduce rent if the tenant fails to meet certain sales targets or other business objectives for a specified period of time. There can be no assurance that all or any of these tenants will meet the sales targets or business objectives required to avoid any termination and/or abatement rights or reduced rent. In addition, certain of the tenant leases for the Carousel Center permit the affected tenants to terminate their leases and/or abate or reduce rent if a percentage of the tenants cease to operate at the Carousel Center or if a tenant at an adjacent or nearby property terminates its lease or goes dark or if a competitor commences operations at the Carousel Center or an adjacent or nearby property. In some cases, a particular tenant may terminate its lease simply by providing advance notice. To the extent that tenants terminate their leases and/or abate or reduce rent, there can be expected to be a reduction in Carousel Owner revenues and the ability to make the Carousel Center PILOT Payments.

In addition to termination options tied to certain triggers as set forth above that are common with respect to retail properties, certain tenant leases permit the tenant to terminate its lease either unilaterally or on the occurrence of other triggers.

Any exercise of the foregoing termination rights could result in vacant space at the Carousel Center, renegotiation of the lease with the related tenant or re-letting of the space. There can be no assurance that any vacated space could or would be relet or the revenues replaced. Furthermore, there can be no assurance that the

foregoing termination and/or abatement rights will not arise in the future or materially adversely affect the Carousel Owner's ability to meet its obligations to make the Carousel Center PILOT Payments.

Effect of Levels of the Carousel Center PILOT Payments on Rent Requirements

Occupancy costs are a material factor considered by tenants and prospective tenants when deciding whether to enter into or renew a lease for retail space. The Carousel Center PILOT Payments increase during each PILOT Year during the term of the PILOT Bonds. The Carousel Owner estimates that the rate of escalation of the Carousel Center PILOT Payments exceeds the amount by which regular tax rates would increase over the term of the PILOT Bonds. In order to maintain the same level of revenues available to make the Carousel Center PILOT Payments, pay operating expenses, make payments with respect to other Carousel Owner debt, and generate a reasonable return to the Carousel Owner, a corresponding increase in tenant rental payments will be needed. The increase in the Carousel Center PILOT Payments could cause an increase in tenant occupancy costs, which could induce some tenants to relocate to lower cost shopping centers upon expiration of their leases and/or adversely affect the Carousel Owner's ability to attract new tenants. See "THE PLAN OF FINANCE – Carousel Center PILOT Payments."

Risks Relating to Bankruptcy and Financial Considerations of Tenants

Any tenant may, from time to time, experience a downturn in its business, which may weaken its financial condition and result in a reduction or failure to make rental payments when due. If tenants' sales were to decline, percentage rents may decline and, further, tenants may be unable to pay their base rent or other occupancy costs. If a tenant defaults in its obligations to the Carousel Owner, the Carousel Owner may experience delays in enforcing its rights as lessor and may incur substantial costs and experience significant delays associated with protecting its investment, including costs incurred in renovating and reletting the property.

The bankruptcy or insolvency of a Major Tenant or a number of smaller tenants in retail properties may have an adverse impact on the Carousel Center and the income produced by the Carousel Center. Under the Bankruptcy Code, a tenant has the option of assuming or rejecting or, subject to certain conditions, assuming and assigning to a third party, any unexpired lease. If the tenant assumes its lease, the tenant must cure all defaults under the lease and provide the landlord with adequate assurance of its future performance under the lease. If the tenant rejects the lease, the landlord's claim for breach of the lease would (absent collateral securing the claim) be treated as a general unsecured claim against the tenant. The landlord's rejection claim would be limited to the unpaid rent due under the lease for the periods prior to the bankruptcy petition (or earlier surrender or repossession of the leased premises) that are unrelated to the rejection, plus the greater of one year's rent or 15% of the remaining rent reserved under the lease (but not to exceed three years' rent) and the actual amount of the recovery could be less than the amount of the claim. If the tenant assumes and assigns its lease, the tenant must cure all defaults under the lease and the proposed assignee must demonstrate adequate assurance of future performance under the lease.

No assurance can be given that tenants of the Carousel Center will continue making payments under their leases or that tenants will not file for (or involuntarily be subjected to) bankruptcy protection in the future or, if any tenants so become debtors under the Bankruptcy Code, that they will continue to make rental payments in a timely manner or that they will not reject their leases.

Furthermore, certain tenants may have recently exited bankruptcy proceedings, and as a result their cash flow and business operations may not be stable. No assurance can be given that any such tenant will not re-enter bankruptcy proceedings.

Third Party Reports (C&W Appraisal and Property Condition Report)

Reliance on the C&W Appraisal

As more particularly described therein, the C&W Appraisal provides the opinion of C&W as to the current market value of the leased fee estate of the Carousel Center. The C&W Appraisal has been included herein in reliance upon the qualifications of C&W to provide such an opinion. Potential investors should read the entire C&W Appraisal before making an investment decision.

C&W was not engaged to express, and has not expressed, any opinion as to the ability of the Carousel Owner to make the Carousel Center PILOT Payments when due. The forecasts of income and expense set forth in the C&W Appraisal (and reproduced under the heading "THE CAROUSEL CENTER APPRAISAL") should not be relied upon as a prediction of the sufficiency and timeliness of the Carousel Owner's revenues to make the Carousel Center PILOT Payments. The particular facts, assumptions and conditions used by C&W in making its forecasts of

income and expense include the current rent roll as provided by the Carousel Owner, the rental market for similar properties, assumptions as to rent recoveries, renewal rates, tenant categories, capitalization rates and others believed to be appropriate to an estimate of market value using the Discounted Cash Flow Analysis method of the Income Capitalization Approach (as such terms are defined in the C&W Appraisal). However, certain of such facts, assumptions and conditions might be applied differently or might not be appropriate to forecast an ability to pay specific obligations (such as the Carousel Center PILOT Payments) at specific times or during specific years. Such ability will depend on the extent to which revenues and expenses vary over time, the adequacy of reserves, the capability of management, the results and timing of unforeseen events, and other factors that may or may not adversely affect present market value. Moreover, the Income Capitalization Approach and the Discounted Cash Flow Analysis method of estimating market value were not the exclusive methods used by C&W. The Retail Market Analysis (as such term is defined in the C&W Appraisal) and the Direct Capitalization method of the Income Capitalization Approach were also used to provide separate estimates of market value, each independent of the forecasts of income and expense.

Accordingly, no assurance can be given that the projections of cash available to the Carousel Owner will be realized as set forth in the forecasts of income and expense. In any event, the forecasts of income and expense are not a prediction of the future, are not the representation or forecast of the Issuer, the Carousel Owner, the Expansion Owner or the Underwriter, and are included herein for informational purposes only.

Reliance on Property Condition Report

EBI Consulting, Burlington, Massachusetts prepared a property condition report, dated August 8, 2016, on the Carousel Center, a copy of which is attached hereto as APPENDIX I. The property condition report provides an assessment of the site conditions (including topography and drainage, pavement and parking, site amenities and landscaping and utilities), the building conditions (including substructure, superstructure, facades, roofing, basements, attics and ADA compliance), interior finished and components, suspect mold, building systems (including plumbing, HVAC, electrical, fire and life safety and elevators), and material code violations. The property condition report recommended certain immediate repairs, which were typically limited to life, safety, health, building code violation or building or property stabilization issues observed at the Carousel Center and were typically expected to be addressed within one year. In addition, the property condition report recommended that the Carousel Owner reserve for certain replacement repairs to be made during the term of the Series 2016A Bonds. In certain circumstances, reserves for such repairs have already been funded. Under the 2014 CMBS Loan Documents, the Carousel Owner is required to make monthly deposits into a reserve account to fund the costs of long term repairs. No assurance can be given that the amounts reserved will be sufficient to make the repairs or that all conditions requiring repair or replacement were identified in such property condition report.

The property condition report is an integral part of this Official Statement, and prospective purchasers should read the property condition report in its entirety. See “APPENDIX I--Property Condition Report” hereto. Neither the Issuer, the Carousel Owner, the Expansion Owner nor the Underwriter make any representation as to the accuracy or completeness of the property condition report.

Environmental Factors

EBI Consulting, Burlington, Massachusetts prepared an environmental site assessment, dated August 9, 2016 (“ESA”), on the Carousel Center, a copy of which is attached hereto as APPENDIX J. The ESA evaluated the environmental condition of and potential environmental remediation liabilities associated with the Carousel Center. The ESA included visual inspections of the Carousel Center, interviews, research of historical uses, a review of the Carousel Center documents, and a review of publicly-available information including government environmental databases concerning known conditions at the Carousel Center or in the vicinity of the Carousel Center, consideration of the likely presence of asbestos containing materials (“ACMs”) in floor tiles, roofing, and other components of the buildings at the Carousel Center and of other hazardous materials such as polychlorinated biphenyls (“PCBs”), a discussion of the presence of underground or above-ground storage tanks, and the preparation of a written report. The ESA did not include sampling or analysis of soil, groundwater or other environmental media. There can be no assurance that all environmental conditions and risks relating to the Carousel Center have been identified or accurately characterized in the ESA.

The ESA is an integral part of this Official Statement, and prospective purchasers should read the ESA in its entirety. See “APPENDIX J--Environmental Report” hereto. Neither the Issuer, the Carousel Owner, the Expansion Owner nor the Underwriter make any representation as to the accuracy or completeness of the ESA.

Problems associated with mold may pose risks to the Carousel Center and may also be the basis for personal injury claims against the Carousel Owner. Although the Carousel Center is required to be inspected periodically, there is no generally accepted standard for the assessment of mold. If left unchecked, the growth of mold could result in the interruption of cash flow, litigation and remediation expenses that could adversely impact collections from the Carousel Center.

Under the laws of New York and under the federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended (“CERCLA”), a secured lender such as the PILOT Trustee may be liable as an “owner or operator” for costs of addressing releases or threatened releases of hazardous substances on the Carousel Center but only if such lender or its agents or employees have participated in the management of the operations of the Carousel Center, even though the environmental damage or threat was caused by a prior owner or other third party. Excluded from CERCLA’s definition of “owner or operator” is a person who without participating in the management of the facility, holds indicia of ownership primarily to protect his security interest (the “secured-creditor exemption”). This exemption for holders of a security interest such as a secured lender applies only when the lender seeks to protect its security interest in the contaminated facility or property. Thus, if a lender’s activities begin to encroach on the actual management of such facility or property, the lender faces potential liability as an “owner or operator” under CERCLA. Similarly, when a lender forecloses on and takes title to a contaminated facility or property (whether it holds the facility or property as an investment or leases it to a third party), under some circumstances the lender may incur potential CERCLA liability.

Amendments to CERCLA helped clarify the circumstances under which action may be undertaken by a lender holding security in a contaminated facility without exceeding the bounds of the secured creditor exemption. In addition, under the amendments, a lender continues to be protected from CERCLA liability as an “owner or operator” after foreclosure as long as it seeks to divest itself of the facility at the earliest practicable commercially reasonable time on commercially reasonable terms, taking into account market conditions and legal and regulatory requirements. The protections afforded lenders under the amendments are subject to terms and conditions that have not been clarified by the courts. Moreover, the CERCLA secured-creditor exemption does not necessarily affect the potential for liability in actions under other federal or state laws which may impose liability on “owners or operators” but do not incorporate the secured-creditor exemption.

The Carousel Center has been identified as having environmental conditions.

Some of the properties on which the Carousel Center are constructed were, from the late 1800’s until the late 1980’s, the sites of former salt marshes, salt production operations, a disposal facility, a scrap yard, a concrete batch plant, aboveground petroleum storage facilities and rail yards. The underlying properties were investigated and remediated in cooperation with and under the oversight of the New York State Department of Environmental Conservation (“NYSDEC”). There are ongoing operation and maintenance measures for soil and groundwater remediation underlying certain parking areas and internal roads. The building foundation system requires periodic pumping of groundwater for non-environmental reasons. The pumped groundwater is treated and discharged to the neighboring Barge Canal pursuant to a NYSDEC-issued permit. These existing operations and systems will remain in place. Other soil and groundwater management measures are on-going at and near the Carousel Center.

The ESA reports that the Carousel Center consists of approximately 44.409 acres of land that is within a larger, historically industrial area near Onondaga Lake that has been referred to as Oil City. Activities in the general area including bulk petroleum terminals, waste disposal/landfilling, junkyards, and other industrial facilities resulted in numerous areas of soil and groundwater contamination. Contamination at the Carousel Center in particular resulted from former operations of a concrete batching plant by Clark Concrete and a former Hess bulk petroleum terminal. Seventeen hazardous material “spill” cases related to the Carousel Center have received agency regulatory closure and require no further action. Prior to and as part of construction of the existing retail mall facility at the Carousel Center, the Clark Concrete and Hess related contamination (two additional spill cases that have not received final closure) was investigated and remediated pursuant to binding agreements with and oversight by the NYSDEC. Remediation included construction of containment structures for contaminated soils that had been relocated, and other containment and capture systems for Hess related contaminated groundwater.

The portion of the Carousel Center that is outside of the footprint of the existing mall facility has not yet received agency regulatory closure pursuant to the NYSDEC Brownfield Cleanup Program (“BCP”). This portion is referred to as Brownfield Site 4 because it is designated as such pursuant to a voluntary New York State Brownfield Site Cleanup Agreement entered into effective June 28, 2005, between the Carousel Owner and the NYSDEC. Pursuant to this agreement, the Carousel Owner is responsible for completing the investigation and remediation, as

appropriate, of Brownfield Site 4. Upon issuance by the NYSDEC of a Certificate of Completion of remedial work for Brownfield Site 4, the Carousel Owner would receive qualified statutory protection against further liability to the state for any further remediation, and may qualify for certain tax credits if related credit provisions of the New York State BCP do not expire. The statutory protection will run with the land and will apply to successors and assigns that take title to, develop, or otherwise occupy the site. A remedial investigation work plan (“RIWP”) for Brownfield Site 4 has been submitted to the NYSDEC for approval. NYSDEC approval is currently pending.

Although not part of the Carousel Center, adjacent and close by parcels of land are used for mall parking or other activities. Those parcels and other nearby parcels are also subject to Brownfield Site Cleanup Agreements. The Carousel Owner is not responsible for any of those site agreements and remediations. RIWPs for all of these sites also have been submitted to the NYSDEC for approval. NYSDEC approval is currently pending.

See also “LITIGATION.”

Property Risk Management and Insurance

Adequacy of Casualty Insurance and Condemnation Proceeds

The Carousel Installment Sale Agreement sets forth minimum criteria for insuring casualty losses to the Carousel Center. When a CMBS Loan with a Collateral Mortgage is in effect, the terms of the applicable loan documents may provide for additional or different loss coverage. At any particular time the more stringent requirement would apply.

The Carousel Installment Sale Agreement provides that the Carousel Owner will pay, from the net proceeds of any insurance settlement available therefor, the costs of the replacement, repair, rebuilding or restoration of the Carousel Center. In the event such net proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Carousel Owner will nonetheless complete such work and will pay from its own moneys that portion of the costs thereof in excess of such net proceeds. However, if Carousel Center is damaged or destroyed, in whole or in part, and a CMBS Mortgage is not then in effect, then notwithstanding anything to the contrary in the Carousel Installment Sale Agreement, the Carousel Owner is not obligated to replace, repair, rebuild, or restore Carousel Center and the lesser of (1) the total amount of the net proceeds collected under any and all policies of insurance covering the damage to or destruction of Carousel Center, or (2) any other sums payable to the Issuer, the PILOT Trustee and the Bond Trustee pursuant to the Carousel Installment Sale Agreement and the other Bond Documents, will be applied to the repayment of all amounts due to the Issuer, the PILOT Trustee and the Bond Trustee under the Carousel Installment Sale Agreement, and any unpaid past due PILOT Payments. If the net proceeds collected under any and all policies of insurance are less than the amount necessary to repay any and all amounts payable to the Issuer, the PILOT Trustee and the Bond Trustee, the Carousel Owner will pay the difference between such amounts and the net proceeds of all such insurance settlements so that any and all amounts payable under the Carousel Installment Sale Agreement, the PILOT Agreement and the other Bond Documents to the Issuer, the PILOT Trustee and the Bond Trustee will be paid in full. Similar allocations of control of use of proceeds apply to application of condemnation proceeds.

The Carousel Installment Sale Agreement provides that, in the event of damage, destruction or taking by condemnation of all or any portion of the Expansion Project, the Carousel Owner will promptly undertake or cause to be undertaken such actions as are required under the Code to maintain the exclusion of interest on the Series 2016A Bonds from gross income for federal income tax purposes. Prior to undertaking any such actions, Carousel Owner will deliver to the Bond Trustee, the Bondholder Representative and the Issuer a Favorable Opinion of Bond Counsel with respect to the proposed actions. The Carousel Owner agreed to cause the agreements between the Carousel Owner and the Expansion Owner to provide that the Expansion Owner will give the Carousel Owner prompt notice of an occurrence and cooperate with the Carousel Owner in undertaking such actions. If in connection with damage, destruction or taking by condemnation of all or any portion of the Expansion Project, the Expansion Owner transfers moneys to the Carousel Owner as provided in the Expansion Installment Sale Agreement, then the Carousel Owner will immediately pay or cause to be paid an amount equal to such moneys to the Bond Trustee for deposit in the Redemption Fund and application to defease or redeem the PILOT Bonds.

With respect to the 2014 CMBS Loan, the 2014 CMBS Intercreditor Agreement provides that, in the event of a casualty to the buildings or improvements constituting the Carousel Center or a condemnation or taking under a power of eminent domain of all or any portion of the Carousel Center, the 2014 CMBS Lender has a first and prior interest in and to any payments, awards, proceeds, distributions or consideration arising from any such event in accordance with and to the extent permitted under the 2014 CMBS Loan Documents; provided, that,

notwithstanding anything in the 2014 CMBS Loan Documents to the contrary, to the extent a default has occurred and is continuing under the PILOT Agreement or any of the PILOT Mortgages, the 2014 CMBS Lender shall pay all non-accelerated amounts due that have accrued and remain unpaid under the payment obligations of the Carousel Owner under the PILOT Agreement and the PILOT Mortgages prior to accepting any Proceeds (as defined in the 2014 CMBS Intercreditor Agreement). Furthermore, notwithstanding anything in the 2014 CMBS Loan Documents to the contrary, proceeds shall be applied to rebuild the Carousel Center and shall not be applied to the 2014 CMBS Loan indebtedness without the prior consent of the Initial Bond Insurer (or, if the Initial Bond Insurance Policy is no longer in effect, the Holders of at least a majority in aggregate principal amount of the PILOT Bonds then Outstanding or the Bondholder Representative on their behalf).

Certain tenant lease agreements may provide that in the event of damage to or destruction of the Carousel Center, or the condemnation of all or a part of the Carousel Center, rent thereunder may be partially or wholly abated. If the Carousel Center is not restored to the same condition, size and quality as that which preceded the casualty or condemnation event (and in a timely manner), the Carousel Owner's ability to make the Carousel Center PILOT Payments could be significantly diminished.

There can be no assurances that proceeds of casualty insurance or condemnation awards will be sufficient to rebuild the Carousel Center or overcome the effects of the condemnation. Further, if and to the extent that insurance proceeds or condemnation awards are applied to redeem PILOT Bonds, there can be no assurance that such proceeds will be sufficient to either redeem all of the Outstanding PILOT Bonds, or such portion of the PILOT Bonds as would reduce the Carousel Center PILOT Payments to such a level that the Carousel Center can be operated economically, or that the Carousel Owner would have sufficient revenues to make the Carousel Center PILOT Payments following such damage or destruction.

There can be no assurance as to the terms and conditions regarding casualty and condemnation proceeds that will be contained in future CMBS Loans.

Insurance May Not Be Sufficient and Availability of Earthquake, Flood and Other Insurance Could Be Limited

The Carousel Installment Sale Agreement and the 2014 CMBS Loan Documents require the Carousel Owner to maintain, or cause to be maintained, property insurance. However, the Carousel Center may suffer casualty losses due to risks which were not covered by insurance or for which insurance coverage is inadequate. No assurance can be given that the Carousel Owner will be able to maintain adequate insurance or that the insurance required by the Carousel Installment Sale Agreement and the 2014 CMBS Loan Documents will be sufficient. Moreover, if reconstruction or any major repairs are required, changes in laws or governmental regulations may materially affect the Carousel Owner's ability to effect any reconstruction or major repairs or may materially increase the costs of the reconstruction or repairs.

Certain types of insurance coverage may be limited or unavailable from time to time. These coverages include earthquake, floor and terrorism coverage. For a discussion of terrorism coverage, see "—Terrorism Insurance May be Unavailable or Insufficient."

The insurance policies referred to above are required to be issued by financially sound and responsible insurance companies authorized to do business in New York State and having (1) a claims paying ability rating of "A" (including "A_{pi}" with respect to Factory Mutual Insurance Company) or "A2" or better by at least two of Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. ("S&P"), Fitch Ratings, Inc. ("Fitch"), Moody's Investors Service, Inc. ("Moody's"), Morningstar Credit Ratings, LLC ("Morningstar") and Kroll Bond Rating Agency, Inc. ("KBRA"); provided, however that if the Carousel Owner elects to have its insurance coverage provided by a syndicate of insurers, then, if such syndicate consists of five or more members, (A) at least 60% of the insurance coverage (or 75% if such syndicate consists of four or fewer members) will be provided by insurance companies having such claims paying ability ratings and (B) the remaining 40% of the insurance coverage (or the remaining 25% if such syndicate consists of four or fewer members) will be provided by insurance companies having a claims paying ability rating of "BBB" or "Baa2" or better by at least two of S&P, Fitch, Moody's, Morningstar and KBRA (and one of which in all instances is required to be S&P) and (2) a rating of "A:X" or better in the current Best Insurance Reports. There can be no assurance that any future CMBS Loan will impose similar insurance requirements.

Risks Associated With Blanket Insurance Policies

Notwithstanding the above, the Carousel Owner may provide any of the insurance coverage described above under a blanket insurance policy, provided that such blanket policy specifically allocates to the Carousel Center and the Carousel Owner the amount of coverage from time to time required under the Carousel Installment Sale Agreement and CMBS Documents (or as otherwise mutually agreed upon by the Carousel Owner and the respective lender) or otherwise provides the same protection as a separate insurance policy insuring only the Carousel Center and the Carousel Owner would provide. In the event the Carousel Center is covered by a blanket insurance policy (which also covers other properties of affiliates of the Carousel Owner) and such policies are drawn on to cover losses on such other properties, the amount of insurance coverage available under such policies would be reduced and could be insufficient to cover the Carousel Center's insurable risks.

Terrorism Insurance May Be Unavailable or Insufficient

Following the September 11, 2001 terrorist attacks in the New York City area, the Washington, D.C. area and Pennsylvania, many insurance companies eliminated coverage for acts of terrorism from their policies. Without assurance that they could secure financial backup for this potentially uninsurable risk, availability in the insurance market for this type of coverage, especially in major metropolitan areas, became either unavailable, or was offered with very restrictive limits and terms, with prohibitive premiums being requested. In order to provide a market for such insurance, the Terrorism Risk Insurance Act of 2002 was enacted on November 26, 2002, which established the Terrorism Insurance Program. Under the Terrorism Insurance Program, the federal government shares in the risk of loss associated with certain future terrorist acts. On December 26, 2007, the Terrorism Insurance Program was extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 through December 31, 2014 ("TRIPRA"). TRIPRA was further extended and reauthorized until December 31, 2020 pursuant to the Terrorism Insurance Program Reauthorization and Extension Act of 2015.

The TRIPRA extends the federal Terrorism Insurance Program that requires insurance companies to offer terrorism coverage and provides for compensation for insured losses resulting from acts of certified terrorism, subject to the current program trigger of \$100.0 million, which increases by \$20 million per annum, commencing December 31, 2015. The program applies to any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Insurance Program does not cover nuclear, biological, chemical and radiological attacks. As a result, unless the Carousel Owner obtains separate coverage for events that do not meet these thresholds, such events would not be covered.

Because the Terrorism Insurance Program is a temporary program, there can be no assurance that it will create any long term changes in the availability and cost of such insurance. Moreover, there can be no assurance that subsequent terrorism insurance legislation will be passed upon TRIPRA's expiration.

If TRIPRA is not extended or renewed upon its expiration in 2020, premiums for terrorism insurance coverage will likely increase and/or the terms of such insurance may be materially amended to increase stated exclusions or to otherwise effectively decrease the scope of coverage available (perhaps to the point where it is effectively not available). In addition, to the extent that any policies contain "sunset clauses" (i.e., clauses that void terrorism coverage if the federal insurance backstop program is not renewed), then such policies may cease to provide terrorism insurance upon the expiration of TRIPRA. There can be no assurance that such temporary program will create any long term changes in the availability and cost of such insurance.

The Carousel Installment Sale Agreement requires that the Carousel Owner maintain insurance against damage resulting from acts of terrorism if available at commercially reasonable rates as determined by the Carousel Owner. Terrorism insurance may not be available or, if available the Carousel Owner might determine that the rates are not commercially reasonable. As of the date of this Official Statement, the Carousel Owner has obtained the terrorism insurance.

Terrorist Attacks Could Adversely Affect the Carousel Center's Revenues

On September 11, 2001, the United States was subjected to multiple terrorist attacks, resulting in the loss of many lives and massive property damage and destruction in New York City, the Washington, D.C. area and Pennsylvania. Subsequently a number of thwarted planned attacks have been reported. It is impossible to predict whether, or the extent to which, future terrorist activities may occur in the United States.

It is uncertain what effects any future terrorist activities in the United States or abroad and/or any consequent actions on the part of the United States Government and others, including military action, could have on general economic conditions, real estate markets, particular business segments and/or insurance costs and the availability of insurance coverage for terrorist acts. Among other things, reduced investor confidence could result in substantial volatility in securities markets and a decline in real estate-related investments. In addition, reduced consumer confidence, as well as a heightened concern for personal safety, could result in a material decline in personal spending and travel.

Adverse Economic Conditions in Financial Markets and Factors Beyond the Carousel Owner's Control May Affect Market for the Series 2016A Bonds

Events in the global financial markets; the failure of, or the acquisition or government seizure of, several major financial institutions; the establishment of government initiatives such as the government bailout programs for financial institutions and assistance programs designed to increase credit availability, support economic activity and facilitate renewed consumer lending; disrupted credit markets; the devaluation of currencies by foreign governments; the slowing of growth in China's economy; the failure of Japan's economic policy to stimulate the Japanese economy; and the rating agency downgrade of U.S. Treasury bonds and other debt instruments backed by the full faith and credit of the United States, together with similar downgrades of European Union sovereign debt, and the abandonment of the Euro by a country or a country's involuntary or voluntary exit from the European Union such as the United Kingdom's determination to discontinue its membership in the European Union, have caused, or may in the future cause, increased vacancies, decreased rents or other declines in income from, or the value of, commercial real estate, which could adversely affect the market value of the Series 2016A Bonds and/or limit the ability of a Holder to resell its Series 2016A Bonds. There can be no assurance that the uncertainty relating to the sovereign debt of various countries or the involuntary or voluntary exit from the European Union by the United Kingdom or other European Union members will not lead to further disruption of the credit markets in the United States and/or deterioration in general economic conditions. If U.S. Treasury bonds and other debt instruments backed by the full faith and credit of the United States are further downgraded, the market price and/or the marketability of the Series 2016A Bonds could be adversely affected.

Apart from the foregoing, the financial performance of the Carousel Owner will depend to some degree upon factors beyond its control, including general national, regional and local economic conditions (*e.g.*, inflation, unemployment, population growth and distribution trends) and federal, state and local taxation and laws and regulations affecting the Carousel Owner. The deterioration in economic conditions or adverse changes to tax and other laws and regulations could adversely affect the Carousel Owner and the Series 2016A Bonds.

Ability to Foreclose on PILOT Mortgages

Upon a failure of the Carousel Owner to make the Carousel Center PILOT Payments during any PILOT Year during the applicable PILOT Benefit Term in accordance with the PILOT Agreement, the PILOT Trustee may exercise the rights and remedies set forth in the corresponding PILOT Mortgage, which ultimately include the right to institute proceedings to foreclose the lien of the corresponding PILOT Mortgage against all or part of the Issuer's and the Carousel Owner's respective interests in the Carousel Center. Risks involved in foreclosing the lien of the relevant PILOT Mortgage will include reductions in the value of the Carousel Center as well as timing constraints in complying with the foreclosure process. Foreclosure of a PILOT Mortgage will be limited to only that mortgage securing the Carousel Center PILOT Payment for such PILOT Year that is in default. PILOT Mortgages for future PILOT Years may not be foreclosed until such time as the Carousel Center PILOT Payments due during the corresponding PILOT Year are in default.

Limited Ability to Accelerate Carousel Center PILOT Payments

Neither the PILOT Agreement nor the PILOT Notes provide for the acceleration of future installments of the Carousel Center PILOT Payments in the event that any currently due installment is not timely paid. In the event of any such delinquency, the default procedures described herein will have to be pursued separately for each

delinquent annual installment. See “SOURCES OF PAYMENT AND SECURITY FOR THE PILOT BONDS—Enforcement of the Carousel Center PILOT Payment Obligation.” The PILOT Agreement provides for the acceleration of future installments of Carousel Center PILOT Payments only if the PILOT Agreement is rejected in bankruptcy, or the Carousel Center is sold in connection with a bankruptcy proceeding free and clear of the PILOT Agreement obligations and the related liens of the PILOT Mortgages, and in either case no new payment-in-lieu-of-tax agreement with substantially identical economic terms is entered into, pledged to the PILOT Trustee, and secured by a series of mortgages having the same relative priority as the PILOT Mortgages. The Series 2016A Bonds are subject to extraordinary mandatory redemption in the event and to the extent that future installments of Carousel Center PILOT Payments are accelerated as described in the preceding sentence. See “THE SERIES 2016A BONDS—Redemption—Extraordinary Mandatory Redemption.” However, there is a risk that a bankruptcy court may not allow the claim for the Carousel Center PILOT Payments to the extent such Carousel Center PILOT Payments represent unmaturing interest, and, in any event, no assurance can be given that the amount of moneys or other assets available in such event will be sufficient to redeem in whole the Series 2016A Bonds at par. Similar redemptions will be required of other PILOT Bonds Outstanding and issued under the Indenture. See “BANKRUPTCY CONSIDERATIONS.”

Limitation on Acceleration of the Series 2016A Bonds

It is provided in the Indenture that the Series 2016A Bonds (and other PILOT Bonds) shall not be subject to acceleration. Notwithstanding the foregoing, the Series 2016A Bonds (and other PILOT Bonds) are subject to extraordinary mandatory redemption in whole at a Redemption Price of 100% of the principal amount thereof, plus accrued interest, in the event and to the extent moneys are available following any acceleration of the Carousel Center PILOT Payments. If available moneys from an acceleration of the Carousel Center PILOT Payments are insufficient to redeem all of the Series 2016A Bonds (and other PILOT Bonds), such Bonds will be redeemed on a pro rata basis based on principal amounts outstanding as of the day of the declaration. See “—Acceleration of the Carousel Center PILOT Payments” above.

Limitation on Remedies Imposed by 2014 CMBS Intercreditor Agreement

The 2014 CMBS Intercreditor Agreement limits, restricts and conditions the right of the PILOT Trustee and the Bond Trustee to exercise remedies under the Carousel Owner Documents. See “THE PLAN OF FINANCE—Intercreditor Relationships” above. As a result, the ability of the PILOT Trustee or the Bond Trustee to foreclose the lien of the PILOT Mortgages or to take other enforcement actions against the Carousel Owner or the Carousel Center may be delayed for some period of time in order to allow the CMBS Creditors an opportunity to cure any existing defaults. Non-monetary defaults not capable of being cured by the CMBS Creditors may, under certain circumstances, be deemed waived.

Default on 2014 CMBS Loan or Subsequent CMBS Loans

Under the 2014 CMBS Loan, the occurrence of certain events specified in the 2014 CMBS Loan Agreement beyond any applicable cure period constitutes an event of default (each a “2014 CMBS Loan Event of Default”), generally including, but not limited to, (i) the Carousel Owner fails to make any payment due under the 2014 CMBS Loan Agreement, or fails to pay taxes or other charges when due and payable; (ii) the insurance policies required under the 2014 CMBS Loan Agreement are not kept in full force and effect and evidence thereof is not delivered to the 2014 CMBS Lender; (iii) any transfer of, or subordinate lien placed on, the Carousel Center without compliance with the 2014 CMBS Loan Documents or the consent of the 2014 CMBS Lender; (iv) the Carousel Owner breaches any representation, warranty or covenant set forth in the 2014 CMBS Loan Agreement; (v) certain insolvency events occur with respect to the Carousel Owner or a guarantor of the 2014 CMBS Loan; (vi) a default occurs under the management agreement or any of the other 2014 CMBS Loan Documents beyond any applicable cure period; or (vii) any of the material assumptions contained in the related insolvency opinion becomes untrue in any material respect.

As a result of a 2014 CMBS Loan Event of Default, the 2014 CMBS Lender may exercise any rights available to it under the 2014 CMBS Loan Documents at law or in equity, including, without limitation, foreclosure. As long as all amounts due under the PILOT Agreement have been paid currently, after a 2014 CMBS Loan Event of Default, and in the event of a foreclosure, the 2014 CMBS Collateral Agent may apply all of the proceeds received to pay indebtedness outstanding under the 2014 CMBS Loan. If there is a bankruptcy proceeding, the 2014 CMBS Collateral Agent may vote to accept or reject any plan of reorganization, vote in any election of a trustee, elect the treatment of secured claims as specified in Section 1111(b) of the Bankruptcy Code, and make any other

decision requested of holders with claims or interest that the Carousel Owner would have had the right to do in such bankruptcy proceedings in the absence of such 2014 CMBS Loan Event of Default. In addition, the 2014 CMBS Collateral Agent shall have the right to apply for the appointment of a trustee, receiver or liquidator or conservator of the Carousel Center to enter upon and take possession of the Carousel Center and to collect rents and other benefits thereof, and apply the same, as the court may direct.

In connection with the 2014 CMBS Loan and for the benefit of the 2014 CMBS Lender, the Carousel Owner has made an assignment of certain of its rights and obligations under the PILOT Documents in the 2014 CMBS Assignment. In the event of the Carousel Owner's default under the 2014 CMBS Loan or the 2014 CMBS Assignment, the 2014 CMBS Lender may, but is not obligated to, exercise all rights and remedies under the 2014 CMBS Loan Documents. Such rights and remedies include curing any Carousel Owner default by paying the Carousel Center PILOT Payments then due and performing any of the Carousel Owner's other obligations under the PILOT Documents. The 2014 CMBS Lender does not assume or undertake to perform or discharge, any obligation, duty or liability of the Carousel Owner under the PILOT Documents, and the Carousel Owner remains liable under the PILOT Documents to perform all of its duties and obligations thereunder.

No assurances can be given as to the terms and conditions of CMBS Loans that are expected to be put in place after the 2014 CMBS Loan matures. However, it should be expected that the lenders with respect to such loans shall have rights upon default that are equal to or greater than the rights of the 2014 CMBS Lender with respect to a 2014 CMBS Loan Default.

A foreclosure by the 2014 CMBS Lender following a 2014 CMBS Loan Event of Default would result in the Carousel Center losing its exemption from ad valorem taxation. Following such a foreclosure, the Carousel Center PILOT Payments would be due in addition to any otherwise applicable ad valorem taxes.

Enforceability of Remedies

The remedies available to the Bond Trustee, the Issuer and the Holders of the Series 2016A Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are, in turn, often subject to discretion and delay. Under existing constitutional and statutory laws and judicial decisions, including specifically the Bankruptcy Code, a particular remedy specified by the Indenture or the PILOT Agreement may not be readily available or, if available, may be limited or subject to substantial delay. Certain legal opinions to be delivered to the Carousel Owner and the Issuer by their respective counsel in connection with the issuance and delivery of the Series 2016A Bonds and the related transactions will be qualified as to the enforceability of the various legal instruments by limitations imposed by principles of equity and by bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. Such opinions are not addressed to and may not be relied upon by the Holders of the Series 2016A Bonds.

Potential Conflicts of Interest

Affiliated Companies Generally

PCO is the ultimate owner of both the Carousel Owner and the Expansion Owner. Both the Carousel Center and the Expansion Project are managed by the Manager under separate management agreements. The Manager is an affiliate of PCO. The Carousel Owner expects that the Carousel Center and the Expansion Project will enjoy a positive, synergistic relationship and benefit from the common ownership of the Carousel Owner and the Expansion Owner, and a lack of common ownership could result in a loss or diminution of the expected benefits. Moreover, it is also possible that the Expansion Project, which is not owned by the Carousel Owner and is not subject to Carousel Center PILOT Payments, will draw tenants away from the Carousel Owner and shoppers away from the Carousel Center. In addition, there may in certain cases be potential conflicts between leasing arrangements, financing arrangements, and services such as power and garbage pickup, being negotiated by the Manager on behalf of both the Carousel Owner and the Expansion Owner. There may also be circumstances in which it may be advantageous for PCO to favor the Expansion Project over the Carousel Center.

Management of Carousel Center and Expansion Project is Handled by a Single Company

The Carousel Center and the Expansion Project operate as a common retail shopping mall, although each is under different ownership. The Carousel Center is managed by the Manager, who is responsible for its day to day management of the Carousel Center. The Manager also is responsible for managing the Expansion Project. The potential for conflicts of interests exists when the property manager for the Carousel Center and the Expansion Project is the same manager. Where multiple or significant properties, such as the Carousel Center and the

Expansion Project, are managed by a single property manager or affiliated property managers, the risk exists that the Manager may make leasing or other decisions in favor of one property and to the detriment of the other property. “—Conflicts of Interest.” If each of the Carousel Center and the Expansion Project were to be managed by different entities as manager, the result may be less uniformity of management, less operating efficiency, and diminishment of the overall customer experience.

The Manager is an Affiliate of the Carousel Owner, the Expansion Owner and PCO

The Manager, the Carousel Owner, the Expansion Owner and PCO are a part of an affiliated group of partnerships. While the management agreement is intended to be an arms’ length bilateral contract between the Manager and the Carousel Owner, in related party transactions there is a risk that subjective influences of the larger related party group may affect decision-making with respect to the Carousel Center.

Affiliates of Carousel Owner Own and Operate Other Retail Properties

Carousel Center may compete with other retail properties owned or managed by affiliates of the Carousel Owner, such as the Expansion Project. Affiliates of the Carousel Owner currently own, and in the future may develop or acquire, additional properties and lease space in other properties in the same market areas where the Carousel Center is located. Pyramid Management Group, LLC is the Manager for the Carousel Center and an affiliate of the Carousel Owner and also manages and may in the future manage competing properties on behalf of certain affiliates of the Carousel Owner and other third parties, including the Expansion Project. None of the Manager, the Carousel Owner or any of their affiliates or any employees of the foregoing has any duty to favor the leasing of space in the Carousel Center over the leasing of space in other properties, one or more of which may be adjacent to, or near the Carousel Center.

Litigation

There may be litigation from time to time against the Carousel Owner or the Manager, or affecting the Carousel Center, which may affect the Carousel Owner’s ability to make the Carousel Center PILOT Payments when due. For a discussion of litigation currently pending with respect to the Carousel Owner, see “LITIGATION—The Carousel Owner.”

Federal Tax Exemption for Interest on Series 2016A Bonds

The Code imposes a number of requirements that must be satisfied for interest on the Series 2016A Bonds to be excludable from gross income for federal income tax purposes. The Issuer, the Expansion Owner and the Carousel Owner have provided covenants and certificates as to continued compliance with such requirements, including, without limitation, change in use of the Expansion Project and the disposition of insurance proceeds with respect to damage or destruction of the Expansion Project or condemnation proceeds with respect to the Expansion Project. If interest on the Series 2016A Bonds were declared includable in gross income for federal income taxation, no additional amounts would be payable on the Series 2016A Bonds to compensate the Holders or former Holders thereof for the taxes which they would be required to pay, and the Series 2016A Bonds do not provide for a mandatory redemption in such event.

The Internal Revenue Service (the “IRS”) has increased the number of audits of tax-exempt bonds in recent years. The Series 2016A Bonds may be subject to audits by the IRS from time to time. If the Series 2016A Bonds were to be audited, the market for and the market value of the Series 2016A Bonds could be adversely affected during the pendency of the examination and thereafter, even if the outcome of the audit were to be favorable.

Legislative proposals currently under consideration or proposed after issuance and delivery of the Series 2016A Bonds could adversely affect the market value of the Series 2016A Bonds. Further, if enacted into law, any such proposal could cause the interest on the Series 2016A Bonds to be subject, directly or indirectly, to federal income taxation and could otherwise alter or amend one or more of the provisions of federal tax law described below under “TAX MATTERS” or their consequences. Investors should consult with their tax advisors as to the status and potential effect of pending proposed legislative proposals.

Bondholder Representative

The Bondholder Representative is appointed to act as the representative of, and agent for, the Bondowners. The Bondholder Representative is granted significant rights and powers under the Indenture and the Carousel Installment Sale Agreement, including rights and powers to confirm the satisfaction of conditions under certain of such documents, to approve changes and modifications to the requirements thereof, and to consent to certain

amendments thereof. The exercise of certain of such rights and powers could have a material effect on the Bondowners. Pursuant to the Indenture, the Bondholder Representative is required to be an independent consulting or management firm, mortgage servicing firm or asset management firm which is rated as a special servicer by a Rating Agency and has a national reputation for skill and experience in passing on questions relating to the financial affairs, management and operations of persons engaged in reasonably comparable endeavors as the Carousel Owner. However, the Bondholder Representative is not a trustee for the Bondowners and is not required to be a bank, trust company or other entity that has trust powers. Furthermore, while the Bondholder Representative is required to be rated, as described above, and the rating criteria includes an analysis of financial condition, the Bondholder Representative is not required to meet any specific combined capital and surplus requirements (which would be the required with respect to an entity acting as Bond Trustee).

BANKRUPTCY CONSIDERATIONS

No assurances can be made that the Carousel Owner will not file bankruptcy should the value of the Carousel Center decline or the Carousel Center not perform as expected, or should other events occur which affect the profitability of the ownership or operation of the Carousel Center, nor can any assurances be made that an involuntary bankruptcy proceeding will not be commenced against the Carousel Owner. Should the Carousel Owner file for bankruptcy, or should an involuntary proceeding be commenced against it, there could be adverse effects on the Holders of the PILOT Bonds pursuant to the provisions of the Bankruptcy Code.

Although no assurances can be made that the Carousel Owner will not file for bankruptcy protection or that an involuntary bankruptcy proceeding will not be commenced against the Carousel Owner, provisions included in the PILOT Agreement, the 2014 CMBS Intercreditor Agreement and elsewhere in the Bond Documents and, with respect to the Series 2007B Bonds, in the Initial Bond Insurance Policy, are intended to mitigate the ultimate risk of non-payment to Holders of the PILOT Bonds in the event of the commencement of a bankruptcy proceeding by the Carousel Owner or the commencement of an involuntary proceeding against the Carousel Owner. Possible reasons for a bankruptcy filing include, but are not limited to, the value of the Carousel Center declining, the Carousel Center not performing as expected, or other events occurring which affect the profitability of the ownership or operation of the Carousel Center. Should the Carousel Owner file for bankruptcy, or should an involuntary bankruptcy proceeding be commenced against the Carousel Owner, there could be adverse effects on the Holders of the PILOT Bonds. These adverse effects could include, but might not be limited to, one or more of the following:

Automatic Stay

Immediately upon the filing of a bankruptcy case, the automatic stay provisions of Section 362 of the Bankruptcy Code come into effect. The automatic stay prohibits a variety of actions by any entity, including, but not limited to, creditors of the debtor, against the debtor and property of the debtor's estate. The automatic stay of an act against property of the estate terminates when the property is no longer property of the estate; otherwise, the automatic stay terminates upon the earliest of the closing of the bankruptcy case, the dismissal of the bankruptcy case, or the discharge of the debtor under chapters 7, 11, or 13 of the Bankruptcy Code. For example, the confirmation of a plan of reorganization terminates the automatic stay because (i) confirmation of a plan vests all of the property of the estate in the debtor and thus, upon confirmation, there is no longer "property of the estate" and (ii) confirmation of a plan constitutes a discharge of the debtor. The bankruptcy court has the power to terminate or modify the automatic stay sooner, under certain circumstances, with respect to a party in interest or an act against property of the estate.

In a bankruptcy case involving the Carousel Owner, the automatic stay could delay and ultimately prevent (unless approval of the bankruptcy court is first obtained) any action by the PILOT Trustee against the Carousel Owner or its estate to collect any amount owing by the Carousel Owner to the PILOT Trustee under the PILOT Agreement and related documents. The automatic stay will similarly prevent (again unless approval of the bankruptcy court is first obtained) the PILOT Trustee from taking any action against the Carousel Owner's estate to realize the amount of the Carousel Center PILOT Payments then outstanding, *e.g.*, foreclosing the PILOT Mortgage or PILOT Mortgages that secure the past due Carousel Center PILOT Payments.

Creditors, like the PILOT Trustee, with a lien on the debtor's assets have a right under bankruptcy law to ask for protection from any decline in the value of their interest in their collateral while the automatic stay prevents them from taking certain actions against the debtor and its estate. Should the Carousel Owner commence a bankruptcy case, or should creditors commence an involuntary case against the Carousel Owner, the PILOT Trustee

may be able to seek adequate protection of any decline in the value of the collateral interest of the PILOT Trustee in the Carousel Center. Although no remedy can be assured, this may result in a negotiated resumption of payments or an alternate protection scheme as directed by the bankruptcy court. The PILOT Trustee may also benefit from efforts by other creditors with subordinate liens on the Carousel Center, including a CMBS Lender, which may request that payments of the Carousel Center PILOT Payments be resumed in order that their liens on the Carousel Center not be further eroded. However, the ability of the PILOT Trustee, a CMBS Lender or other creditors to obtain this type of protection is within the discretion of the bankruptcy court.

Although amounts available in the Debt Service Reserve Fund required under the Indenture provide a source of payment to the Bond Trustee of amounts required to pay Holders of the PILOT Bonds in the event of a Carousel Owner payment default under the PILOT Agreement, such amounts, even if not previously withdrawn, may not be available to mitigate the effects of the automatic stay in the event of the commencement by the Carousel Owner of a bankruptcy proceeding, or the commencement of an involuntary proceeding against the Carousel Owner, because courts have held that such funds constitute property of the debtor's estate under Section 541 of the Bankruptcy Code. Accordingly, the Debt Service Reserve Fund and the Bond Trustee's right to draw from these funds would likely be affected by the automatic stay. In similar circumstances, however, bankruptcy courts have granted trustees relief from the automatic stay to utilize funds similarly deposited to pay Holders of the PILOT Bonds. Accordingly, the Bond Trustee may be able to obtain from the bankruptcy court relief from the automatic stay to draw on the funds in the Debt Service Reserve Fund, if any are then available. Funds in the Principal Reserve Fund, if any, may be available subject to similar risks and limitations.

Assumption or Rejection of Executory Contracts

The filing of a bankruptcy case also provides an opportunity, subject to bankruptcy court approval, for debtors to rid themselves of, *i.e.*, reject, executory contracts and unexpired leases (as those terms are used in Section 365 of the Bankruptcy Code) that they consider burdensome. The Bankruptcy Code, however, does not define the term "executory contract" and it is not clear whether a bankruptcy court having jurisdiction over a bankruptcy case of the Carousel Owner would find that various agreements involved in the transactions described in this Official Statement, including the PILOT Agreement, are executory contracts. In general, Section 365 is not applicable to financing arrangements. Several of the agreements involved in the transactions described in this Official Statement, including but not limited to the Carousel Installment Sale Agreement, the Indenture, the PILOT Agreement and the PILOT Assignment, have attributes of financing arrangements that make it possible that a bankruptcy court having jurisdiction over a bankruptcy case of the Carousel Owner will find Section 365 of the Bankruptcy Code inapplicable to such agreements. The title that parties apply to an agreement, however, is not dispositive. Thus, for example, while "true" leases will be subject to the provisions of Section 365, a financing arrangement described by the parties as a "lease" will not. Under federal law, the genuine nature of the transaction will prevail over the title and terms used. State law governs the determination of the true nature of the transaction (unless of course state law conflicts with federal law by utilizing a formalistic approach and providing that the title or description given to a transaction is controlling). Assumption of an executory contract under Section 365 of the Bankruptcy Code requires that the debtor cure any defaults that occurred before the bankruptcy, maintain payment obligations during the bankruptcy, and give assurance that there will be no defaults in future payment obligations. If the debtor rejects the executory contract, the debtor is relieved of any future obligations under the contract, the rejection is treated as a breach of the contract as of the date immediately prior to the filing of the bankruptcy case, and the non-debtor party to the contract is given the right to file a claim for damages that flow from that breach. In contrast, if the arrangement is a financing, the debtor may retain the property by paying the mortgagee no more than the current value of the property, and any additional amounts are treated as an unsecured claim. If the debtor surrenders the property, the mortgagee is entitled under Section 506(a) of the Bankruptcy Code to an unsecured claim for any deficiency, *i.e.*, for the difference between the amount due on the mortgage at the time of filing and the value of the property surrendered. Such claim is not capped or limited by the Bankruptcy Code.

If the debtor receives bankruptcy court approval to reject the PILOT Agreement, such rejection is treated as a breach of the agreement as of the date immediately before the date of the filing of the bankruptcy petition, and the PILOT Trustee will be entitled to a claim in the bankruptcy case equal to its damages suffered as a result of that breach. To mitigate the potential impact of a rejection of the PILOT Agreement on the Holders of the PILOT Bonds, and to make the resultant claim a secured claim, the Carousel Center PILOT Payments are secured by the PILOT Mortgages, which have been assigned to the PILOT Trustee, that encumber the respective interests of the Issuer and the Carousel Owner in the Carousel Center. The Carousel Owner is obligated to make the Carousel Center PILOT Payments to the PILOT Trustee in an amount at least equal to Accrued Debt Service. Because the

Carousel Center PILOT Payments, which are primarily used to pay the principal of, premium, if any, and interest on the PILOT Bonds, are secured by the PILOT Mortgages encumbering the Carousel Center, a claim arising from the PILOT Bonds will be secured to the extent of the value of the collateral, i.e., the value of the Carousel Center, and will be an unsecured claim to the extent of any deficiency.

Since the PILOT Mortgages and the priority provisions in the 2014 CMBS Intercreditor Agreement require the secured claim of the PILOT Trustee to be paid before other secured creditors are paid from the collateral, it is likely that the secured claim of the PILOT Trustee will be paid in full as long as the value of the Carousel Center exceeds the allowable amount of the PILOT Trustee's claim. However, Holders of the PILOT Bonds could experience delays in realizing payment, the payment may not be the full amount due on the PILOT Bonds (as unmatured interest is not allowable as part of a claim in bankruptcy and post-petition interest is not allowable unless the claim is oversecured or the estate is solvent), and the value of the Carousel Center could drop below the amount of the allowable claim secured by the PILOT Mortgages, in which event the Holders of the PILOT Bonds may not receive the full amount due under the PILOT Bonds. In such a case, the amounts available in the Debt Service Reserve Fund and the Principal Reserve Fund, if any, may be available to mitigate the economic harm to the Holders of the PILOT Bonds if the bankruptcy court grants the Bond Trustee relief from the automatic stay to draw on such funds.

The alternative to rejection of an executory contract or unexpired lease is its assumption, presumably because such contract is beneficial to the debtor rather than burdensome. Assumption means that the debtor agrees to be bound by the contract going forward. If the PILOT Agreement is found to be an executory contract or unexpired lease and is ultimately assumed by the debtor, then, as a condition of assumption, all monetary defaults under the PILOT Agreement would have to be cured, and the PILOT Trustee would be compensated for any damages suffered as a result of the failure to make the prior payments. If the debtor assumes the PILOT Agreement, it might also assign the agreement to another person, presumably a buyer of the Carousel Owner's rights under the Carousel Installment Sale Agreement and other interests in the Carousel Center. The PILOT Agreement and other Bond Documents provide that the interests of the Carousel Owner may be sold, and the buyer in that context is permitted to accept an assignment of the PILOT Agreement, provided defaults are cured.

Ordinarily, a debtor in a chapter 11 bankruptcy has until plan confirmation to assume or reject executory contracts and unexpired leases. The bankruptcy court could, at the request of the PILOT Trustee, and if the PILOT Trustee demonstrates that the PILOT Agreement is an executory contract or unexpired lease, establish an earlier date by which the debtor must assume or reject the PILOT Agreement. In the interim, there can be no assurance that current Carousel Center PILOT Payments would be paid; however, as noted above, the Bond Trustee may be able to mitigate the effects of such nonpayment by drawing any available amounts from the Debt Service Reserve Fund and the Principal Reserve Fund, if any, under these circumstances if the bankruptcy court grants the Bond Trustee relief from the automatic stay.

Recovery of Preferential Payments

Any payment made by the Carousel Owner to the PILOT Trustee within the 90 day period prior to the filing of a bankruptcy case may be subject to the right of the Carousel Owner (or any trustee appointed in the Carousel Owner's bankruptcy case) to avoid that payment as a preferential payment under Section 547(b) of the Bankruptcy Code. If the payment(s) can be avoided as a preference, then it could be recovered from any immediate or mediate transferee, including, possibly, the PILOT Trustee, the Bond Trustee, and ultimately the Holders of the PILOT Bonds.

While the decision to avoid a payment received by the PILOT Trustee as a preference within the 90 days prior to bankruptcy is ultimately one for the court, there are various reasons why, even though payments may have been received by the PILOT Trustee within the 90-day period, no preference could be found to exist or one of the defenses to avoidance as a preference may prevail. For example, as long as the value of the Carousel Center, which is collateral for the payment of the Carousel Center PILOT Payments, exceeds the balance of the Carousel Center PILOT Payments that have not yet been made, there should be no preference. Similarly, the so-called "ordinary course of business exception" to preference avoidance might protect payments made during the 90-day preference period from being avoidable if such payments are found to be (i) consistent with the prior course of dealing between the debtor and the PILOT Trustee (*i.e.*, the payments are made when due and in the amounts due in accordance with the payment terms of the PILOT Agreement and there do not exist any unusual debt collection practices or unusual circumstances); or (ii) in accordance with customary business practice within the industry.

Sale of Carousel Center Free of Liens

It is possible that, in a bankruptcy proceeding, the Carousel Center could be sold free and clear of liens, claims and other interests. In that context, and considering the possibility that the PILOT Agreement could, if it is found to be an executory contract, be assumed and assigned to a purchaser, the PILOT Agreement and other Bond Documents allow a buyer of the Carousel Center to receive an assignment of the PILOT Agreement, provided that it acquires the Carousel Center subject to the PILOT Mortgages. However, if the buyer does not desire to take an assignment of the PILOT Agreement and wants to receive the interests of the Carousel Owner free of the PILOT Mortgages, then the liens against the Carousel Center created by the PILOT Mortgages should attach to the proceeds of the sale. In that event, the debtor may not use such cash collateral proceeds without either the PILOT Trustee's consent or approval by the bankruptcy court after notice and a hearing. Additionally, pursuant to Sections 361 and 363 of the Bankruptcy Code, the PILOT Trustee is entitled to adequate protection of its interest in such cash collateral proceeds for and to the extent of any diminution in value of such collateral, resulting from, without limitation, the debtor's use of the cash collateral. Such adequate protection could take the form of a replacement lien or periodic payments.

As a result, the PILOT Trustee should be able to realize payment of its secured claim from the proceeds of the sale up to the value of that replacement collateral. In this context, it is possible that the rights of the PILOT Trustee will be limited to exclude unmaturing interest from its allowable claim (see "BANKRUPTCY CONSIDERATIONS—Effect of Reorganization Plan" for a discussion of allowability). This would result in the payment of less than all of the payments anticipated to Holders of the PILOT Bonds, although the payments would be made sooner than otherwise payable. In such a case, the Debt Service Reserve Fund and the Principal Reserve Fund, if any, to the extent any amounts remain therein, may be available to mitigate economic harm to the Holders of the PILOT Bonds if the bankruptcy court grants the Bond Trustee relief from the automatic stay to draw on such funds.

Effect of Reorganization Plan

The goal of any chapter 11 bankruptcy cases is the approval of a plan of reorganization. A plan of reorganization can, under certain circumstances, alter terms contractually agreed upon prior to the bankruptcy case. If the PILOT Agreement is assumed or left "unimpaired" in such a plan, then the rights surrounding the Carousel Center PILOT Payments will not be altered. However, if the PILOT Agreement is rejected or otherwise impaired, the PILOT Trustee will hold a secured claim against the debtor. Such secured claim will be "allowed" in an amount represented by either: (i) the amount of such claim as listed by the debtor in its schedules filed pursuant to Section 521 of the Bankruptcy Code, but only if (a) such claim is listed as liquidated in amount and not disputed or contingent, (b) no contrary proof of claim has been filed by the PILOT Trustee, and (c) no timely objection to allowance has been submitted; (ii) the amount listed in any proof of claim timely filed by the PILOT Trustee, but only if (a) no timely objection has been made against such claim by a party in interest or (b) in the event an objection has been timely made against such claim, if such objection has been determined by a final order of the bankruptcy court in favor of the PILOT Trustee; (iii) the amount expressly allowed by a final order of the bankruptcy court; or (iv) the amount agreed upon by the debtor and the PILOT Trustee in a compromise or settlement that is authorized by a final order of the bankruptcy court. Pursuant to Section 502 of the Bankruptcy Code, interest accruing on a claim after the petition date is not part of the allowed portion of such claim. Section 506 of the Bankruptcy Code, however, provides that to the extent a secured creditor is oversecured, such creditor will be entitled to post petition interest, and certain reasonable fees, costs, or charges as an allowed claim.

Pursuant to the "cram down" provisions of the Bankruptcy Code, it is possible that the proponent of a plan might attempt to "impair" and restructure the payments to the PILOT Trustee. In that context, the Bankruptcy Code would require that the PILOT Trustee's allowed secured claim receive one of the following treatments: (i) if the payments are restructured, the present value of the stream of deferred cash payments must equal the amount of the PILOT Trustee's allowed secured claim, and such obligations must be secured by a lien on the same collateral that secured the allowed secured claim; (ii) if the collateral is sold pursuant to Section 363(k) of the Bankruptcy Code free and clear of any liens, the PILOT Trustee must receive a lien on the proceeds of any such sale and must also receive either (a) a stream of deferred cash payments whose present value equals the amount of the PILOT Trustee's allowed secured claim or (b) the proceeds of the sale in satisfaction of the allowed secured claim; and (iii) provision to the PILOT Trustee of the "indubitable equivalent" of its claim, which may include, among other things, abandonment or transfer of the collateral or provision of substitute collateral.

If the value of the Carousel Center during the bankruptcy case equals or exceeds the amount of the PILOT Trustee's allowed secured claim, then the allowed secured claim must be ultimately paid in full. In this context, it is believed that the result of a restructuring of payments should be similar to the schedule of the Carousel Center PILOT Payments under the PILOT Agreement and should motivate parties to assume the PILOT Agreement rather than alter its terms pursuant to a plan of reorganization.

The occurrence of any of these, as well as the occurrence of other possible effects of a bankruptcy of the Carousel Owner, could result in delays or reductions in payments to the Holders of the PILOT Bonds. In all such cases, amounts in the Debt Service Reserve Fund and the Principal Reserve Fund, if any, may be available to mitigate economic harm to the Holders of the PILOT Bonds if the bankruptcy court grants the Bond Trustee relief from the automatic stay to draw on such funds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of (a) the mathematical computations of the adequacy of the maturing principal amounts of and interest on the Defeasance Securities deposited with the Bond Trustee to pay when due all principal or Redemption Price of, as the case may be, and interest on the Series 2007A Bonds, and (b) the mathematical computations of the adequacy of the Carousel Center PILOT Payments to pay principal of and interest on the PILOT Bonds (including the Series 2016A Bonds), when due, will be verified by the Verification Agent.

LITIGATION

The Issuer

There is not now pending, nor to the best knowledge of the Issuer threatened, any action, suit, proceeding or investigation (at law or in equity) before or by any court, public board or body, against the Issuer, and of which the Issuer has notice, in any way (i) contesting or affecting the existence or powers of the Issuer, (ii) challenging the validity or enforceability of any of the Bond Documents, the Series 2016A Bonds, the Series 2016B Bonds or the authorization therefor, (iii) questioning, contesting or affecting the validity of the proceedings and authority under which the Series 2016A Bonds or the Series 2016B Bonds are being issued or the pledge and application of any moneys or the security provided for the payment of the Series 2016A Bonds or the Series 2016B Bonds, or (iv) seeking to enjoin any of the transactions contemplated thereby or the performance by the Issuer of any of its obligations thereunder, or wherein an unfavorable decision, finding or ruling would adversely affect the transactions contemplated by this Official Statement, the Indenture or any of the Bond Documents or the authorization therefor. Neither the creation, organization or existence of the Issuer, nor the title of the present directors or other officials of the Issuer to their respective offices is, to the best knowledge of the Issuer, being contested.

The Issuer is involved in litigation with three current and one former tenant at the Carousel Center relating to claims by such tenants that additional compensation is owed for certain interests the Issuer purportedly took by condemnation. In 2005, the Issuer was granted an order of condemnation relating to certain leasehold interests at the Carousel Center and subsequently made advance payments to such tenants based upon independent appraisals of the value of such interests. JCPenney, Macy's and Lord & Taylor each rejected the Issuer's offer and filed an Article 5 claim for damages. Each of these cases has been inactive since 2008.

The Carousel Owner

There is not now pending, nor to the best knowledge of the Carousel Owner threatened, any action, suit, proceeding or investigation (at law or in equity) before or by any court, public board or body, against or affecting the Carousel Owner, (i) in any way contesting or affecting the existence or powers of the Carousel Owner or the Manager, (ii) challenging the validity or enforceability of any of the Series 2016A Bonds or any of the Bond Documents or any other document or agreement to which the Carousel Owner is a party, or (iii) wherein an unfavorable decision, finding or ruling would adversely affect the transactions contemplated by this Official Statement, the Indenture or any of the Bond Documents.

Subject to the discussion below, there is no litigation, action, suit, proceeding, claim, arbitration or investigation pending or, to the Carousel Owner's knowledge, threatened against the Carousel Owner, as to which there is a reasonable likelihood of an adverse determination and which, if adversely determined, individually or in

the aggregate, with all such other litigation, actions, suits, proceedings, claims, arbitrations or investigations, would have a material adverse effect on the Carousel Owner or the operations of the Carousel Center.

There may be legal proceedings pending and, from time to time, threatened against the Carousel Owner and its affiliates relating to the business of or arising out of the ordinary course of business of the Carousel Owner and its affiliates. Certain of such legal proceedings of a type commonly associated with the ordinary course of operating a shopping mall such as the Carousel Center are typically covered by liability insurance maintained by the Carousel Owner and its affiliates. However, not all litigation may be covered by insurance. There can be no assurance that any insurance maintained by the Carousel Owner will be adequate to cover litigation expenses, that litigation will not arise otherwise than from the ordinary course of the Carousel Owner's business, or that any litigation, however arising, will not have a material adverse effect on the Carousel Owner's ability to make its PILOT Payments or on the value of the Series 2016A Bonds.

There has been litigation involving Onondaga Lake, which is a Superfund site that was polluted as the result of historic industrial activities. The United States Environmental Protection Agency (the "EPA") and the NYSDEC jointly selected an Onondaga Lake bottom remediation plan estimated to cost \$451 million. The primary chemical of concern for the lake as a whole is mercury, but remediation also will address other substances such as PCBs and hydrocarbons and volatile organic compounds. The agencies identified Honeywell as the primary responsible party, based on the company's historic activities that released mercury directly to the lake.

Pursuant to a consent decree with the agencies, Honeywell has been performing investigation and remediation work at the lake in stages. Honeywell has demanded contribution for these costs from other parties that Honeywell alleges contributed to the lake pollution. Honeywell brought a civil action against ExxonMobil alleging that ExxonMobil's predecessor's Mobil Terminal spilled oil into a waterway one-half mile upstream from the lake and thereby polluted the lake. The Mobil Terminal had been located outside of the Carousel Center on other parcels of nearby land that were later purchased by Carousel Landing, an affiliate of the Carousel Owner. As part of the purchase, Carousel Landing entered into a settlement agreement with ExxonMobil, Mobil Pipe Line Company, and the Issuer.

Pursuant to the settlement agreement, Carousel Landing agreed to assume full responsibility to address contamination at or arising from the Mobil Terminal. Carousel Landing and PCO also indemnified ExxonMobil for all costs incurred by or accrued against ExxonMobil on or after the effective date of the agreement that arise from contamination migrating from the Mobil Terminal. The settlement agreement included the purchase of an environmental insurance policy, under which both ExxonMobil and Carousel Landing/PCO have filed claims for coverage. ExxonMobil now takes the position that the settlement agreement indemnification covers Honeywell's demand for Onondaga Lake remediation costs, while PCO and its affiliates dispute this. ExxonMobil therefore filed a lawsuit in March 2011 asserting an indemnification claim against Carousel Landing and PCO. Any ultimate liability for Carousel Landing and PCO would depend on future adverse results that would have to occur in the Honeywell lawsuit as a pre-condition to another adverse result in the ExxonMobil lawsuit and any such adverse judgment or settlement would have to be excluded from coverage or exceed the \$3 million per incident and \$15 million aggregate limits of coverage under the environmental insurance policy obtained on behalf of PCO, the Expansion Owner, ExxonMobil and Mobil Pipe Line Company as part of the aforementioned indemnification agreement. Pursuant to a voluntary stipulation of discontinuance without prejudice filed in Onondaga County on July 16, 2012, this litigation was voluntarily discontinued by the plaintiff. There can be no assurance that the action would not be re-filed in the future.

The Carousel Owner was involved in a claim with Macy's involving Macy's effort to terminate the Anchor REA in early 2010. Macy's claimed that the Issuer's exercise of eminent domain in furtherance of the Expansion Project constituted a condemnation of a portion of the Carousel Center that resulted in a parking ratio below the minimum set forth in the Anchor REA and therefore triggering a termination right under the Anchor REA. The Carousel Owner commenced an action challenging the purported right to terminate because: (i) there was no "condemnation" of the "Shopping Center Site" as those terms are defined in the Anchor REA; (ii) the parking ratio has not fallen below the minimum set forth in the Anchor REA; (iii) Macy's did not timely exercise the termination right, if such a right exists; and (iv) the termination right did not survive the Issuer's exercise of eminent domain authority. On May 12, 2010, the Carousel Owner sought injunctive relief, enjoining and restraining Macy's from terminating the Anchor REA, or alternatively, if the court finds that Macy's may lawfully terminate the Anchor REA, that Macy's remains obligated to pay its taxes and PILOT Payments. Macy's responded June 18, 2010 requesting that the court declare that it can terminate the Anchor REA, and by reason of such termination, it is not

subject to common area maintenance charges, or to make any payments required under the Anchor REA or allocable share agreement. After a period of inactivity, on July 21, 2016, motions were heard and decided, with the only remaining issue being the amount of attorney fees the Carousel Owner is entitled to recover from Macy's. The parties are waiting for a hearing on this matter to be scheduled. In addition, both Macy's and Lord & Taylor also asserted claims against the Carousel Owner related to their obligation to make PILOT payment reimbursements to the Carousel Owner. The claims were resolved (subject to, in the case of the Macy's litigation, Macy's right to appeal) in favor of the Carousel Owner, and each of Macy's and Lord & Taylor has resumed making contractual monthly tax reimbursements.

In addition, the Manager and other affiliates of the Carousel Owner are also involved from time to time in legal proceedings.

TAX MATTERS

In the opinion of Barclay Damon, LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions and assuming continuing compliance with certain covenants described herein, and the accuracy of certain representations by the Issuer, the Carousel Owner and the Expansion Owner, interest on the Series 2016A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code, except that no opinion is expressed as to such exclusion of interest on any Series 2016A Bond for any period during which such Series 2016A Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a "substantial user" of the facilities refinanced with the proceeds of the Series 2016A Bonds or a "related person." Bond Counsel is also of the opinion that such interest is treated as a preference item for purposes of calculating federal alternative minimum tax imposed under the Code with respect to individuals and corporations. Bond Counsel is further of the opinion that interest on the Series 2016A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York).

The Series 2016A Bonds are being issued as "qualified green building and sustainable design project" bonds pursuant to Section 142(l)(4)(A) of the Code. The Series 2016A Bonds will currently refund the Series 2007A Bonds, which were issued as "qualified green building and sustainable design project" bonds. The proceeds of the Series 2007A Bonds were used to pay or reimburse eligible Public Improvement Costs of certain improvements included in the Expansion Project. By letter dated February 14, 2012, the IRS stated that after review of information submitted by the Issuer (which information was furnished by the Carousel Owner) and in consultation with the EPA, the IRS certified that those improvements had substantially complied with the basic eligibility requirements of Section 142(l)(4)(A) of the Code.

The Code imposes various requirements that must be met in order that interest on the Series 2016A Bonds will be and remain excluded from gross income for federal income tax purposes. Included among these requirements are restrictions on the use of proceeds of the Series 2016A Bonds including the portions of the Expansion Project financed with such proceeds, restrictions on the investment of bond proceeds and other amounts and the payment of rebate to the U.S. Treasury of certain earnings in respect of such investments. The Carousel Owner and the Expansion Owner have covenanted in the Tax Compliance Agreement and in certain Bond Documents to comply with the requirements of the Code. The Issuer, the Carousel Owner and the Expansion Owner have made representations in the Tax Compliance Agreement addressing various matters relating to the requirements of the Code. Failure to comply with these covenants or inaccuracy of these representations may result in interest on the Series 2016A Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2016A Bonds. The opinion of Bond Counsel assumes the compliance with these covenants and accuracy of these representations.

Certain requirements and procedures contained or referred to in the Tax Compliance Agreement and other relevant documents may be changed, and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of Bond Counsel. The opinion of Bond Counsel states that no opinion is rendered as to the exclusion from gross income of interest on the Series 2016A Bonds for purposes of federal income taxation on or after the date on which any change occurs or action is taken or omitted under the Tax Compliance Agreement or under any other relevant documents without the advice or approval of, or upon the advice or approval of any bond counsel other than, Barclay Damon, LLP.

The Series 2016A Bonds are being sold to the initial purchasers at prices greater than the stated principal amount thereof. The Series 2016A Bonds will be subject to requirements under the Code relating to tax cost reduction associated with the amortization of bond premium and, under certain circumstances, the initial owner of a Series 2016A Bond may realize taxable gain upon disposition of Series 2016A Bonds even though sold or redeemed for an amount less than or equal to such owner's original cost of acquiring Series 2016A Bonds. The amortization requirements may also result in the reduction of the amount of stated interest that an owner of Series 2016A Bonds is treated as having received for federal tax purposes (and an adjustment to basis). Owners of Series 2016A Bonds are advised to consult with their own tax advisors with respect to the tax consequences of owning such Series 2016A Bonds.

Prospective purchasers of the Series 2016A Bonds should be aware that ownership of, accrual or receipt of interest on, or disposition of, the Series 2016A Bonds may have collateral federal income tax consequences for certain taxpayers, including financial corporations, insurance companies, Subchapter S corporations, certain foreign corporations, individual recipients of social security or railroad retirement benefits, individuals benefiting from the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry such obligations. Prospective purchasers should consult their tax advisors as to any possible collateral consequences of their ownership of, accrual or receipt of interest on, or disposition of the Series 2016A Bonds. Bond Counsel expresses no opinion regarding any such collateral federal income tax consequences.

Interest paid on tax-exempt obligations is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. Interest on the Series 2016A Bonds may be subject to backup withholding if such interest is paid to a registered owner who or which (i) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (ii) has been identified by the IRS as being subject to backup withholding. Amounts withheld under the backup withholding rules will be paid to the IRS as federal income tax withheld on behalf of the registered owner of the Series 2016A Bonds and will be allowed as a refund or credit against such owner's federal income tax liability (or the federal income tax liability of the beneficial owner of the Series 2016A Bonds, if other than the registered owner).

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authority and represents Bond Counsel's judgment as to the proper treatment of the Series 2016A Bonds for federal income tax purposes. It is not binding on the IRS or the courts. Bond Counsel's engagement with respect to the Series 2016A Bonds ends with the issuance of the Series 2016A Bonds and, unless separately engaged, Bond Counsel is not obligated to defend the Issuer or the Bondholders regarding the tax-exempt status of the Series 2016A Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Issuer and its appointed counsel, including the Bondholders, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Issuer or the Carousel Owner legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2016A Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues, may affect the market price for, or the marketability of, the Series 2016A Bonds.

Current and future legislative proposals, if enacted into law, administrative actions or court decisions, at either the federal or state level, may cause interest on the Series 2016A Bonds to be subject, directly or indirectly, to federal income taxation or to be subjected to state income taxation, or otherwise have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2016A Bonds for federal or state income tax purposes. The introduction or enactment of any such legislative proposals, administrative actions or court decisions may also affect, perhaps significantly, the value or marketability of the Series 2016A Bonds. For example, proposals have been made that could limit the exclusion from gross income of interest on obligations like the Series 2016A Bonds for taxpayers who are individuals and whose income is subject to higher marginal tax rates or that could otherwise significantly reduce the benefit of the exclusion from gross income of interest on obligations like the Series 2016A Bonds. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of Holders of the Series 2016A Bonds may occur. Prospective purchasers of the Series 2016A Bonds should consult their own advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

PLAN OF DISTRIBUTION

The Carousel Owner, the Issuer and the Underwriter have entered into a bond purchase agreement with respect to the Series 2016A Bonds. Subject to certain conditions detailed in the bond purchase agreement, the Underwriter has agreed to purchase the Series 2016A Bonds from the Issuer at a purchase price of \$198,940,000.00, the principal amount of the Series 2016A Bonds, plus a premium of \$29,141,290.25. Pursuant to the respective purchase agreements for the Series 2016A Bonds and Series 2016B Bonds, the Underwriter will be paid an aggregate fee of \$2,467,493.45 (\$788,545.94 from the proceeds of the Series 2016A Bonds and \$1,618,947.51 from the proceeds of the Series 2016B Bonds) for underwriting the Series 2016A Bonds and being the initial purchaser of the Series 2016B Bonds. The Underwriter is committed to take and pay for all of the Series 2016A Bonds being offered, if any are taken. The initial offering prices are set forth on the inside cover page of this Official Statement. After the Series 2016A Bonds are released for sale, the Underwriter might change the offering prices and other selling terms.

Concurrently with the issuance of the Series 2016A Bonds, the Issuer will also issue and the Underwriter will privately place the Series 2016B Bonds to pay certain costs of issuance of the Series 2016 Bonds, to fund certain reserves, and to pay certain redemption costs of the Series 2007A Bonds. The sale and issuance of the Series 2016A Bonds is conditioned upon the sale and issuance of the Series 2016B Bonds. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2016B Bonds, nor shall there be any sale of the Series 2016B Bonds pursuant to this Official Statement.

In connection with the offering of the Series 2016A Bonds, the Underwriter might purchase and sell Series 2016A Bonds in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the Underwriter of a greater number of Series 2016A Bonds than they are required to purchase in the offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the Series 2016A Bonds while the offering is in progress.

These activities by the Underwriter might stabilize, maintain or otherwise affect the market price of the Series 2016A Bonds. As a result, the price of the Series 2016A Bonds may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the Underwriter at any time. These transactions may be effected in the over-the-counter market or otherwise.

The Carousel Owner has agreed to indemnify the Issuer and the Underwriter against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. In the various course of their various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer and the Carousel Owner (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer and the Carousel Owner. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The Issuer intends to use the proceeds of the Series 2016A Bonds to defease the Series 2007A Bonds on the Closing Date and redeem the Series 2007A Bonds on January 1, 2017. To the extent the Underwriter or an affiliate thereof is an owner of the Series 2007A Bonds, the Underwriter or its affiliate, as applicable, would receive a portion of the proceeds from the issuance of the Series 2016A Bonds in connection with such Series 2007A Bonds being redeemed by the Issuer.

CONTINUING DISCLOSURE

No Issuer Continuing Disclosure

It has been determined that no financial or operating data concerning the Issuer is material to any decision to purchase, hold or sell the Series 2016A Bonds, and the Issuer will not provide any such information. The Carousel Owner has undertaken all responsibilities for any continuing disclosure to Bondholders as described below, and the Issuer shall have no liability to Bondholders or any other person with respect to such disclosures.

Carousel Owner Continuing Disclosure

The Carousel Owner has entered into a continuing disclosure agreement (the “Continuing Disclosure Agreement”), a form of which is attached as APPENDIX L, for the benefit of the Holders and beneficial owners of the Series 2016A Bonds and the Series 2016B Bonds. Under the Continuing Disclosure Agreement, the Carousel Owner will be obligated, while any Series 2016A Bonds or Series 2016B Bonds remain Outstanding, to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Electronic Municipal Market Access (“EMMA”) system of the MSRB. Information filed with EMMA may be obtained at www.emma.msrb.org.

In the event of any failure of the Carousel Owner to provide the required continuing disclosure, any Bondholder may bring an action seeking specific performance of the Carousel Owner’s obligations to provide continuing disclosure. No assurance can be given as to the outcome of any such proceeding.

Failure by the Carousel Owner to comply with the continuing disclosure obligations in the Continuing Disclosure Agreement will not be an “Event of Default” under any Bond Document other than the Continuing Disclosure Agreement, and the sole and exclusive remedy for such failure shall be an action brought by or on behalf of the Holders of the Series 2016A Bonds or of the Series 2016B Bonds to compel specific performance of the Carousel Owner’s continuing disclosure obligations, as described above.

Except as set forth below, in the previous five years, to the Carousel Owner’s knowledge, the Carousel Owner has not failed to comply, in any material respect, with any continuing disclosure agreement:

(i) The Carousel Owner failed to file the following annual reports within 120 days following the end of its fiscal year, which ends December 31:

- (a) Fiscal year 2012, which was filed on May 1, 2013;
- (b) Fiscal year 2013, which was filed on May 13, 2014; and
- (c) Fiscal year 2015, which was filed on May 2, 2016.

(ii) On June 12, 2015, S&P affirmed (BBB-) and subsequently withdrew its ratings on the Series 2007A Bonds and the Series 2007B Bonds. To the Carousel Owner’s knowledge, it received no notice of such rating withdrawal. The Carousel Owner failed to timely file a notice of such action.

(iii) On April 4, 2016, Fitch downgraded its ratings on the Series 2007A Bonds and the Series 2007B Bonds from A+ (Rating Watch Negative) to A-, and removed the Series 2007A Bonds and the Series 2007B Bonds from Rating Watch Negative. Such Bonds had been placed on Rating Watch Negative in October 2015. The Carousel Owner failed to timely file a notice of such action.

On August 18, 2016, the Carousel Owner filed with EMMA notice of the following: (a) the late filings identified in clause (i) above and (b) the ratings changes identified in clauses (ii) and (iii) above.

The Carousel Owner has adopted procedures designed to ensure that subsequent filings are made on a timely basis as required by the Continuing Disclosure Agreement and the Carousel Owner’s other continuing disclosure undertakings.

RATINGS

Prior to the delivery of the Series 2016A Bonds, Fitch will give the Series 2016A Bonds a rating of “A-” (Stable outlook); and Moody’s will give the Series 2016A Bonds a rating of “Baa1” (Stable outlook). Such ratings reflect only the views of such organizations, and an explanation of the significance of such ratings may be obtained only from the rating agencies furnishing the ratings. Explanations of the ratings may be obtained from Moody’s at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, and from Fitch at One State Street Plaza, New York, New York 10004. There is no assurance that such ratings will be continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies if, in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect on the market price of the Series 2016A Bonds. The Issuer has undertaken no responsibility either to bring to the attention of the Holders of the Series 2016A Bonds any proposed change in or withdrawal of such ratings or to oppose any such revision or withdrawal.

FINANCIAL STATEMENTS

The audited financial statements of the Carousel Owner, as of and for the years ended December 31, 2015 and 2014, included in “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER” have been audited by Ernst & Young LLP, independent auditors, as stated in their report thereon, which is also included in “APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER.”

LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the Series 2016A Bonds will be subject to the approving opinion of Barclay Damon, LLP, Bond Counsel. See “APPENDIX K—FORM OF BOND COUNSEL OPINION.” Certain legal matters will be passed upon for the Carousel Owner by Hawkins Delafield & Wood LLP, Richards Layton & Finger P.A. and Costello, Cooney and Fearon. Certain legal matters will be passed upon for the Issuer by Barclay Damon, LLP. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP.

MISCELLANEOUS

All summaries herein of documents and agreements are qualified in their entirety by reference to the original documents and agreements, and all summaries herein of the Series 2016A Bonds are qualified in their entirety by reference to the form thereof included in the Indenture, and the provisions with respect thereto included in the aforementioned documents and agreements. Prior to the Closing Date, copies of the documents referred to herein may be obtained upon request from Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park/1111 Avenue of the Americas, 12th Floor, New York, New York 10036, telephone (646) 743-1355, Attention: Philip Korot.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Issuer, the Carousel Owner, the Expansion Owner or the Underwriter and the registered owners or beneficial owners of the Series 2016A Bonds.

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: /s/ William M. Ryan
William M. Ryan, Chairman

APPENDIX A—MASTER GLOSSARY

“\$” or “*Dollar*” as used in this Glossary, shall mean U.S. currency.

“*2000 SIDA Bonds*” shall have the meaning given to such term in Schedule One of Exhibit A attached to the Approving Legislation and shall include the Initial Bonds and any Additional Bonds.

“*2006 Junkyard Tax*” shall mean the Junkyard Tax for 2006 applicable to the Carousel Center.

“*2006 Junkyard Tax Portion*” shall mean a portion of the 2006 Pre-Issuance PILOT Payments in an amount equal to the Junkyard Tax for 2006 applicable to the Carousel Center.

“*2006 Pre-Issuance PILOT Payments*” shall mean \$800,000 per month payable on the first Business Day of each month for the period from January 1, 2006 through December 31, 2006.

“*2007 Pre-Issuance PILOT Payments*” shall mean \$1,000,000 per month payable on the first Business Day of each month for the period from January 1, 2007 to but excluding the first day of the month following the date of issuance of the Initial Bonds.

“*Acceptable Accounting Principles*” shall mean GAAP or such other accounting methods or principles acceptable to the Bondholder Representative from time to time.

“*Accounts*” shall mean, collectively, the accounts to be established under the Master Indenture and any Supplemental Indenture.

“*Accreted Value*” shall mean, when used with respect to Capital Appreciation Bonds, an amount equal to the initial principal amount of such Capital Appreciation Bond, plus interest accrued thereon from its date compounded on each Interest Payment Date, commencing on the first Interest Payment Date after its issuance (through the Maturity Date of such Capital Appreciation Bond) at the interest rate for such Capital Appreciation Bond, as set forth in the applicable Supplemental Indenture; provided, however, that the Bond Trustee shall calculate or cause to be calculated the Accreted Value on any date other than an Interest Payment Date set forth in the applicable Supplement Indenture by straight line interpolation of the Accreted Values as of the immediately preceding and succeeding Interest Payment Date. In performing such calculation, the Bond Trustee shall be entitled to engage and rely upon a firm of accountants, consultants or financial advisors with appropriate knowledge and experience.

“*Accrued Debt Service*” shall mean, as of the first day of each calendar month, an amount equal to the sum of the amounts of accrued Debt Service, as calculated below less the sum of, one-sixth of the Expected DSRF Earnings with respect to such Interest Payment Date. The calculation of accrued Debt Service with respect to each obligation shall include: (i) commencing six months prior to any Interest Payment Date, one sixth of the amount of interest payable on such Interest Payment Date; (ii) commencing twelve months prior to any due date of principal installments, one twelfth of the amount of principal installments payable on such due date; (iii) commencing n months prior to any due date of any component of Fixed Fees, $1/n$ of the amount of such component of Fixed Fees payable on such due date, where n equals 12 divided by the number of installments of such component of Fixed Fees payable in any year; (iv) any amounts in respect of payments of principal of, and interest on, the Bonds then due to the Credit Support Provider, including default interest and any amounts in respect of payments of principal of, and interest on, the Bonds then due to the provider of the Reserve Account Credit Facility, including default interest thereon, in each case to the extent not already included in clauses (i) and (ii) above; and (v) Principal Reserve Payments, to the extent not already included in clauses (i) and (ii) above. In connection with the issuance of any Series of Additional Bonds or other obligations, the Carousel Owner may provide a schedule to the Bond Trustee setting forth the Accrued Debt Service due in each month for such Series of Additional Bonds or other obligations, together with any Bonds or other obligations then Outstanding under the Master Indenture. Notwithstanding the foregoing, in connection with the issuance of any obligations bearing a variable rate of interest and any Qualified Swap or Parity Reimbursement Obligations entered into in connection therewith, “Accrued Debt Service” shall be calculated pursuant to the definition of such term included in any Supplemental Indenture authorizing the issuance of such obligations.

“*Act*” shall mean Title 1 of Article 18-A of the New York General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York as amended from time to time, and Chapter 641 of the 1979 Laws of the State, as amended from time to time.

“*Act of Bankruptcy*” shall mean, when used with respect to any Person, the filing of a petition in bankruptcy, or the commencement of another bankruptcy or similar proceeding, by or against such Person under any applicable bankruptcy, insolvency or similar law now or hereafter in effect.

“Additional Bonds” shall mean one or more series of Refunding Bonds (other than the Series 2016 Bonds), issued on parity with or subordinate to all Outstanding Bonds, executed, authenticated and delivered under the Indenture.

“Additional Land” has the meaning given to such term in the SIDA Agreement.

“Additional Payments” shall mean, when used with respect to PILOT Receipts, PILOT Payments payable under the PILOT Agreement during the PILOT Run-Off Term pursuant to Schedule Four of the Ordinance and, when used with respect to Taxable Property, PILOT Payments made with respect to Taxable Property.

“Additional Payments Fund” shall mean the fund of that designation established by the PILOT Assignment.

“Additional Payments Fund Account” shall mean the separate accounts established in the Additional Payments Fund with respect to the Carousel Center PILOTs or PILOT Payments with respect to a Phase.

“Additional Property” shall mean any new or additional improvements constructed after the Outside Completion Date on the Land, other than Taxable Property.

“Additional Property Payments” shall mean PILOT Payments made with respect to Additional Property.

“Affiliate” shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“Affiliated Companies” shall mean, collectively, the parent of a Person and such Person’s subsidiaries and Affiliates in which the parent of the consolidated group of which it is a part has a Controlling Interest.

“Agency” shall mean the (i) City of Syracuse Industrial Development Agency, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Agency or its successors may be a party.

“Agency Documents” shall mean the Installment Sale Agreements, the Master Indenture, the PILOT Agreement, the PILOT Assignment, the PILOT Mortgages, the Tax Compliance Agreement, the Pledge and Assignment, the Carousel Partial Assignment, the Expansion Partial Assignment and any other document or instrument executed and delivered by the Agency from time to time in connection with the issuance of the Bonds (except the SIDA Agreement).

“Agency Fee Schedule” shall mean Exhibit L to the SIDA Agreement.

“Agent” shall mean, when used with respect to Carousel Center, the CMBS Lender in its capacity as agent under the CMBS Documents.

“Aggregate Interest Coverage” shall mean, as of any date, the aggregate amount of Interest Coverage determined with respect to all Bonds in the Commercial Paper Mode, including all Interest Periods then in effect on such date.

“Agreed Funding Schedule” shall mean Exhibit M to the SIDA Agreement.

“Amortized Value” shall mean, when used with respect to Authorized Investments purchased at a premium above or a discount below par, the value as of any given time obtained by dividing the total premium or discount at which such Authorized Investments were purchased by the number of interest payments remaining on such Authorized Investment after such purchase and deducting the amount thus calculated on each interest payment date after such purchase from the purchase price in the case of an Authorized Investment purchased at a premium or adding the amount thus calculated for each interest payment date after such purchase to the purchase price in the case of an Authorized Investment purchased at a discount.

“Anchor REA” shall mean the construction, operation and reciprocal easement agreement dated December 18, 1991 among Carousel Owner as successor to PCO, Lord & Taylor Carousel, Inc., and Kaufmann’s Carousel, Inc., which was recorded in the Onondaga County Clerk’s office on August 28, 1992 in Liber 3789, page 162, as amended, restated, supplemented or modified from time to time.

“Annual Budget” shall mean an annual budget including all planned capital expenditures in respect of Carousel Center for a Fiscal Year prepared by Carousel Owner in accordance with the Cash Management Agreement.

“Applicable Election Notice” shall mean, when used with respect to Carousel Center, the second amended and restated Election Notice dated as of October 1, 2016 delivered by Carousel Owner to the Agency with respect to

Carousel Center PILOTs payable on Carousel Center, as the same may be amended or restated from time to time in accordance with the PILOT Agreement and Section 4.3(c) of the Carousel Installment Sale Agreement and, when used with respect to any other parcel of Land or Pyramid Entity, shall have the meaning given to such term in the applicable Installment Sale Agreement.

“Applicable Law” shall mean Legal Requirements.

“Appraisal” shall mean one or more appraisals of the fair market value of Carousel Center prepared by an Appraiser based on appraisal standards and assumptions reasonably acceptable to the Initial Bond Insurer and the Bondholder Representative.

“Appraiser” shall mean an appraiser selected by Carousel Owner and approved by the Initial Bond Insurer and the Bondholder Representative.

“Approved Annual Budget” shall mean each Annual Budget prepared and approved in accordance with the Cash Management Agreement.

“Approved Operating Expenses” shall mean the actual operating expenses for the applicable month in accordance with the Approved Annual Budget for Carousel Center.

“Approving Legislation” shall mean, collectively, Ordinance No. 32 of 2002 of the City and the Resolution No. 0015 of 2002 of the County.

“Approving Resolution” or **“Bond Resolution”** shall mean, collectively, the Agency’s resolutions dated October 8, 2002 and July 5, 2006, August 16, 2016 and any other resolutions adopted by the Agency in connection with a Series of Additional Bonds, as the same may be amended or restated from time to time.

“Aquarium Funding” shall mean the Bonds issued to finance funding assistance for an aquarium included within the Carousel Expansion.

“Assignment” shall mean the Pledge and Assignment with respect to the Carousel Installment Sale Agreement.

“Assignment of PILOT Mortgages” shall mean one or more assignments of PILOT Mortgages by the Agency to the PILOT Trustee to secure the PILOT Payments assigned to the PILOT Trustee pursuant to the PILOT Assignment, as the same may be amended, supplemented or restated from time to time.

“Auction Mode” shall mean, on any date, the Mode for Multi-Modal Bonds bearing interest as Auction Rate securities as provided in Section 2.15 of the Master Indenture and the applicable Supplemental Indenture.

“Auction Rate” shall mean the interest rate on the Bonds in the Auction Mode.

“Authorized Denominations” shall mean, when used with respect to the Multi-Modal Bonds , unless otherwise set forth in a Supplemental Indenture with respect to a Series of Bonds:

(a) with respect to Bonds in a Commercial Paper Mode, \$100,000 and any integral multiple of \$1,000 in excess thereof;

(b) with respect to Bonds in a Daily Mode or Weekly Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof;

(c) with respect to Bonds in a Fixed Mode or Long Term Mode, \$5,000 and any integral multiple thereof within a maturity;

and, when used with respect to Bonds other than Multi-Modal Bonds, a denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

“Authorized Investments” shall mean any one or more of the following obligations or securities acquired at a purchase price of not greater than par (except for obligations described in clause (i) below):

(i) obligations of, or obligations fully guaranteed as to payment of principal and interest by, the United States or any agency or instrumentality thereof, *provided* such obligations are backed by the full faith and credit of the United States of America;

(ii) obligations of the following United States of America government sponsored agencies: Federal Home Loan Mortgage Corp. (debt obligations), the Farm Credit System (consolidated systemwide bonds and notes), the Federal Home Loan Banks (consolidated debt obligations), the Federal National Mortgage Association (debt obligations), the Financing Corp. (debt obligations), and the Resolution Funding Corp. (debt obligations);

(iii) federal funds, unsecured certificates of deposit, time deposits, bankers' acceptances and repurchase agreements with maturities of not more than 365 days of any bank, the short-term obligations of which are rated in the highest short-term rating category by each of the Rating Agencies;

(iv) unsecured certificates of deposit, time deposits, federal funds or bankers' acceptances issued by any depository institution or trust company incorporated under the laws of the United States or of any state thereof and subject to supervision and examination by federal and/or state banking authorities, which investments are fully insured by the Federal Deposit Insurance Corp.;

(v) debt obligations with maturities of not more than 365 days and rated by each of the Rating Agencies in its highest long-term unsecured rating category;

(vi) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one year after the date of issuance thereof) with maturities of not more than 270 days and that is rated by each of the Rating Agencies in their highest short-term unsecured debt rating;

(vii) the Federated Prime Obligation Money Market Fund so long as such Fund is rated "AAAm" or "AAAm-G" (or the equivalent) by each of the Rating Agencies;

(viii) investment agreements with banks that at the time such agreement is executed are rated in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by each Rating Agency or investment agreements with non-bank financial institutions which, (1) all of the unsecured, direct long-term debt of either the non-banking financial institution or the related guarantor of such non-bank financial institution is rated by each Rating Agency at the time such agreement is executed in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) for obligations of that nature; or (2) if such non-bank financial institutions have no outstanding long-term debt that is rated, all of the short-term debt of either the non-banking financial institution or the related guarantor of such non-bank financial institution is rated by each Rating Agency in the two highest rating categories (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) assigned to short-term indebtedness by each Rating Agency, *provided that* if at any time after purchase the provider of the investment agreement drops below the three highest rating categories assigned by any Rating Agency, the investment agreement must, within thirty (30) days, either (1) be assigned to a provider rated in one of the three highest rating categories or (2) be secured by the provider with collateral securities the fair market value of which, in relation to the amount of the investment agreement including principal and interest, is equal to at least 102%; investment agreements with banks or non-bank financial institutions shall not be permitted if no rating is available with respect to debt of the investment agreement provider or the related guarantor of such provider; or

(ix) any other demand, money market or time deposit, demand obligation or any other obligation, security or investment, which the Bondholder Representative, the Initial Bond Insurer and any applicable Credit Support Provider shall have approved in writing; *provided, however*, that (A) the investments described in clauses (i) through (viii) above must have a predetermined fixed dollar of principal due at maturity that cannot vary or change, (B) if such investments have a variable rate of interest, such interest rate must be tied to a single interest rate index plus a fixed spread (if any) and must move proportionately with that index, and (C) such investments must not be subject to liquidation prior to their maturity or have an "r" highlighter affixed to its rating; and *provided further* that, in the judgment of the Bondholder Representative, the Initial Bond Insurer and any applicable Credit Support Provider, such instrument continues to qualify as a "cash flow investment" pursuant to Code Section 860G(a)(6) earning a passive return in the nature of interest and that no instrument or security shall be an Authorized Investment if such instrument or security evidences (x) a right to receive only interest payments, or (y) the right to receive principal and interest payments derived from an underlying investment at a yield to maturity in excess of one hundred twenty percent (120%) of the yield to maturity at par of such underlying investment.

"**Authorized Representative**" shall mean, in the case of the Agency, the Chairman, the Vice Chairman, the Executive Director or the Secretary of the Agency; in the case of Carousel Owner or Expansion Owner, any of the Chairman, any Vice President or the Secretary thereof (or any other person so authorized to act by written instrument executed and delivered to the Agency, the PILOT Trustee and the Bond Trustee by any of the Chairman, any Vice President or the Secretary thereof); and, in the case of the Agency, the Carousel Owner or the Expansion Owner, such additional persons as, at the time, are designated to act on behalf of the Agency, Carousel Owner or Expansion Owner, as the case may be, by written certificate furnished to the Bond Trustee and to the Agency, Carousel Owner or Expansion Owner, as the case may be, containing the specimen signature of each such person

and signed on behalf of (i) the Agency by the Chairman, the Vice Chairman, the Executive Director or the Secretary of the Agency, or (ii) the Carousel Owner or Expansion Owner by any of the Chairman, any Vice President or the Secretary of Carousel Owner or Expansion Owner (or any other person so authorized to act by written instrument executed and delivered to the Agency, the PILOT Trustee and the Bond Trustee by any of the Chairman, any Vice President or the Secretary thereof); in the case of the City, the Mayor or such additional person as, at the time, is designated to act on behalf of the City; and in the case of the County, the County Executive or such additional person as, at the time, is designated to act on behalf of the County.

“**Available Moneys**” shall mean (A) any amount drawn under Credit Support or Liquidity Facility; (B) the proceeds of Bonds (other than Refunding Bonds) and accrued interest thereon; (C) any other amounts (including (1) investment earnings on any of the amounts set forth in clauses (A) and (B) above, and (2) any Facility Purchase Payment due under Section 7.3 of the Carousel Installment Sale Agreement) which have been on deposit in the Bond Fund for at least ninety-five (95) days prior to their payment to Bondholders (in the case of principal payments and interest thereon) or for at least ninety-five (95) days prior to the giving of notice of redemption (in the case of Redemption Price) during or prior to either of which ninety-five (95) day period, no Act of Bankruptcy shall have occurred, *provided that* in the event that any such payment were made by or on behalf of the Carousel Owner with moneys of an Affiliate of the Carousel Owner, then such moneys shall have been on deposit in the Bond Fund for at least three hundred sixty-six (366) days prior to their payment to Bondholders (in the case of principal payments and interest thereon) or for at least three hundred sixty-six (366) days prior to the giving of notice of redemption (in the case of Redemption Price), and during or prior to either of which three hundred sixty-six (366) day period, no Act of Bankruptcy of the Carousel Owner shall have occurred, and no Act of Bankruptcy shall have occurred with respect to the Affiliate whose moneys were used by or on behalf of the Carousel Owner to make such payment; (D) any such other amounts (including, without limitation, the proceeds of any refunding bonds) with respect to which the Bond Trustee receives a written opinion of Bond Counsel experienced in bankruptcy matters to the effect that payment of such amounts to Bondholders will not constitute voidable preferences under the Bankruptcy Code or any applicable state codes; and (E) remarketing proceeds of the applicable Series of Variable Rate Bonds received from the Remarketing Agent pursuant to Section 4.11 of the Master Indenture. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Pledged Bonds, the term “**Available Moneys**” shall mean any moneys held by the Bond Trustee and the proceeds from the investment thereof, except for moneys drawn under the Credit Support or Liquidity Facility.

“**Bank Obligations**” shall have the meaning provided in Section 2.14(d)(ii) of the Master Indenture, *provided, however,* that Bank Obligations shall not include any Bonds issued to or held by any Bond Support Facility Provider or its designee in any other capacity.

“**Bankruptcy Code**” shall mean the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, as the same may be amended from time to time.

“**Beneficial Owners**” shall mean any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bill of Sale**” shall mean, when used with respect to the Expansion Installment Sale Agreement, the Bill of Sale, dated the Effective Date, from the Expansion Owner to the Agency; when used with respect to the Carousel Installment Sale Agreement, the Bill of Sale, dated the Closing Date for Carousel Center, from the Carousel Owner to the Agency.

“**BMA Municipal Index**” shall mean The Bond Market Association Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by The Bond Market Association, *provided, however,* that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, the “**BMA Municipal Index**” shall mean such other reasonably comparable index selected by the Agency and the Bond Support Facility Provider with respect to the applicable Series of Bonds then in the Auction Mode.

“**Bond**” or “**Bonds**” shall mean the Initial Bonds, the Series 2016 Bonds and any Additional Bonds to be denominated, authenticated and delivered under the Master Indenture and any Supplemental Indenture.

“**Bond Counsel**” shall mean the law firm of Barclay Damon, LLP or an attorney or other firm of attorneys selected by the Agency, and consented to by the Carousel Owner, which consent shall not be unreasonably withheld, whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

“**Bond Documents**” shall mean the Indenture, the Cash Management Agreement, the Series 2007B Bonds, the Series 2016 Bonds, the Carousel Installment Sale Agreement, the Expansion Installment Sale Agreement, the Initial Bond Insurance Policy, the Reimbursement Agreement, the Pledge and Assignment, the PILOT Agreement, the PILOT Assignment, the Applicable Election Notice, the PILOT Notes, the PILOT Mortgages, the Collateral Assignment of PILOT Mortgages and the Tax Compliance Agreement and, when used with respect to a particular Series of Additional Bonds, the other agreements and instruments identified as Bond Documents in the Supplemental Indenture pursuant to which such Series of Additional Bonds was issued.

“**Bond Fees**” shall mean periodic fees of any Persons (other than employees of a Carousel Owner or Expansion Owner or any Affiliate thereof) required to facilitate any variable or auction rate program relating to a particular Series of Multi-Modal Bonds (such as an auction agent, broker-dealer, market agent or remarketing agent).

“**Bond Fund**” shall mean the Bond Fund so designated and established under Section 4.01 of the Master Indenture.

“**Bondholder,**” “**bondholder,**” “**Bondowner,**” “**bondowner,**” “**Holder,**” “**holder,**” “**Owner,**” or “**owner**” shall mean, when used with respect to the Bonds, except as otherwise provided in Section 2.03 of the Master Indenture, the registered owner of any Bond as shown on the registration books of the Agency maintained by the Bond Registrar pursuant to the Master Indenture.

“**Bondholder Representative**” shall mean initially, Trimont Real Estate Advisors LLC, a Georgia limited liability company, and any successor or assign as appointed and qualified in accordance with the Master Indenture.

“**Bond Insurance Policy**” shall mean a financial guaranty insurance policy issued by a Bond Insurer with respect to all or any portion of the Series 2007B Bonds and with respect to any Series of Additional Bonds.

“**Bond Insurer**” shall mean, when used with respect to the Series 2007 Bonds, the Initial Bond Insurer and when used with respect to any Series of Additional Bonds, the bond insurer identified in the Supplemental Indenture pursuant to which such Series of Bonds were issued.

“**Bond Proceeds**” shall mean, when used with respect to a Series of Bonds, the aggregate amount, including any accrued interest, paid to the Agency by the Bondowners pursuant to the Master Indenture and the applicable Supplemental Indenture as the purchase price of such Series of Bonds.

“**Bond Registrar**” shall mean the Bond Trustee as bond registrar with respect to the Bonds and its successors and assigns in such capacity.

“**Bond Resolution**” shall mean the Approving Resolution.

“**Bond Support Facility**” shall have the meaning set forth in Section 2.14(a) of the Master Indenture.

“**Bond Support Facility Provider**” shall mean the issuer or other provider of a Bond Support Facility.

“**Bond Trustee**” shall mean Manufacturers and Traders Trust Company and its successors and assigns.

“**Business Day**” shall mean generally (i) any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York or any city in which the principal corporate trust offices of the Bond Trustee or any Paying Agent under the Master Indenture is located are authorized by law or executive order to remain closed; and (ii) any day on which the New York Stock Exchange is not closed.

“**Calculation Date**” shall mean the date which is the earlier of (i) the date PCO or a Pyramid Entity determines that the Phase most recently completed or then under construction is the Final Phase, or (ii) the Outside Completion Date.

“**Capital Addition**” shall mean any addition to, renovation, improvement or equipment for the Project Facility when the costs are of such nature as to be chargeable to a fixed capital account in accordance with generally accepted accounting principles.

“**Capital Appreciation Bonds**” shall mean one or more Series of Bonds designated in the applicable Supplemental Indenture as Capital Appreciation Bonds upon which interest shall be compounded periodically, shall be payable only at maturity or redemption thereof pursuant to the applicable Supplemental Indenture and shall be determined at any time and from time to time by subtracting the original principal amount thereof from the Accreted Value thereof at such time.

“**Capitalized Interest Fund**” shall mean the Capitalized Interest Fund so designated and established under Section 4.01 of the Master Indenture.

“Carousel Center” shall mean Existing Carousel Center.

“Carousel Center PILOTs” shall mean PILOT Payments made or required to be made by the Carousel Owner with respect to Existing Carousel Center.

“Carousel Collection Account Agreement” shall mean the Collection Account Agreement dated as of December 28, 2006 among the Collateral Agent, the Carousel Owner and the CMBS Lender, as the same may from time to time be supplemented, amended, restated, modified or extended by one or more agreements supplemental thereto and any similar agreement applicable to the Cash Management Arrangements in effect with respect to Carousel Center under a Collateral Mortgage.

“Carousel Expansion” shall mean the expansion to Existing Carousel Center, consisting of ±3.25 million square feet of GLA, as may be increased or decreased in size, but in no event less than 800,000 square feet of LA, and other improvements (excluding the Public Improvements), which is to be constructed in one or more Phases.

“Carousel Installment Sale Agreement” shall mean the Third Amended and Restated Installment Sale Agreement dated as of December 31, 2005 between the Carousel Owner and the Agency, as amended by the First Amendment to Third Amended and Restated Installment Sale Agreement dated as of February 1, 2007, as further amended by the Second Amendment to Third Amended and Restated Installment Sale Agreement dated as of January 27, 2012 and the Third Amendment to Third Amended and Restated Installment Sale Agreement, dated as of October 1, 2016, as the same may further be amended, restated or supplemented from time to time in accordance with its terms and the Master Indenture.

“Carousel Obligor” shall mean Carousel Owner and any Pyramid Entity giving an Election Notice.

“Carousel Owner” shall mean Carousel Center Company L.P., a New York limited partnership and any permitted successors or assigns.

“Carousel Owner Documents” shall mean the Carousel Installment Sale Agreement, the Tax Compliance Agreement, the PILOT Agreement, the Applicable Election Notice, the PILOT Notes, the PILOT Mortgages, the Pledge and Assignment, the Cash Management Agreement, the Reimbursement Agreement and the other documents and instruments delivered by the Carousel Owner from time to time in connection with the issuance of the Bonds and the Carousel Center PILOTs (other than the Carousel Partial Assignment).

“Carousel Owner’s Federal Tax Identification Number” shall mean 16-1488356.

“Carousel Partial Assignment” shall mean the Amended and Restated Partial Assignment and Assumption Agreement dated as of February 1, 2007 among PCO, Carousel Owner and the Agency, as the same may be amended or restated from time to time in accordance with the SIDA Agreement.

“Cash Management Agent” shall mean Manufacturers and Traders Trust Company and any successor or assign thereof under the Cash Management Agreement.

“Cash Management Agreement” shall mean the Cash Management Agreement dated as of February 1, 2007 among the Cash Management Agent, the Carousel Owner, the Bond Trustee and the PILOT Trustee, as the same may be amended, supplemented or restated from time to time.

“Cash Management Arrangements” shall mean the cash management arrangements with respect to Carousel Center on substantially the same terms as the terms of the CMBS Cash Management Arrangements that provide that the obligation of the Carousel Owner to pay Carousel Center PILOTs (together with Impositions) is contractually senior to all other payment obligations of the Carousel Owner with respect to Carousel Center.

“City” shall mean the City of Syracuse, New York, a body politic and corporate acting by and through its Mayor and its Common Council.

“City Assessor” shall mean the tax assessor of the City.

“CLG” shall mean Carousel Center CLG LLC and its successors and assigns.

“Closing Date” shall mean, when used with respect to each Series of Bonds, the original date of delivery by the Agency of such Series of Bonds under the Indenture.

“CMBS Cash Management Arrangements” shall mean, (i) with respect to the period prior to January 27, 2012, the cash management arrangements set forth in Section 2.12 of the CMBS Loan Agreement dated as of February 15, 2007, by and among Citigroup Global Markets Realty Corp. and Carousel Owner, and in the Carousel Collection Account Agreement, (ii) with respect to the period on or after January 27, 2012, the cash management arrangements set forth in the cash management agreement dated as of January 27, 2012 by and among JPMorgan Chase Bank, National Association, Carousel Owner and Wells Fargo Bank, National Association as cash

management agent, (iii) with respect to the period on or after January 27, 2012, and following the earlier to occur of the date that (1) the CMBS Mortgage is no longer outstanding and (2) the CMBS Lender no longer maintains the cash management arrangements set forth in the aforementioned cash management agreement, then the cash management arrangements set forth in the cash management agreement to be entered into by a Mezzanine Lender in accordance with the Intercreditor Agreement and provided that such cash management arrangements are consistent with clause (iv) below, and (iv) cash management arrangements (whether or not a mortgage loan is then in place) that provide for the obligation of the Obligor under the Carousel Installment Sale Agreement to pay Carousel Center PILOTs (together with Impositions) and to maintain the priority of payments contained in Section 3.4 clauses (a) – (d) (inclusive) of the cash management agreement referenced in clause (ii) of this definition, it being understood that the obligation to fund debt service for a mortgage loan is subject to there being a mortgage loan in place. For purposes of clarity, no subsequent cash management agreement contemplated hereunder shall permit any funds to be paid prior to the satisfaction of the priorities set forth in clause (iv) of this definition.

“**CMBS Documents**” shall mean the CMBS Loan Agreement and the other “Loan Documents” identified therein.

“**CMBS Lender**” shall mean (i) when used with respect to Carousel Center (x) prior to January 27, 2012, Citigroup Global Markets Realty Corp., in its capacity as agent and lender and its successors and assigns, (y) on or after January 27, 2012, JPMorgan Chase Bank, National Association, in its capacity as lender and its successors and assigns, and (z) in the event of a refinance of a CMBS Loan, an Institutional Lender in its capacity as lender and its successors and assigns pursuant to the terms of the CMBS Loan; (ii) when used with respect to the Expansion Parcel (x) prior to January 27, 2012, Citigroup Global Markets Realty Corp., in its capacity as agent and lender and its successors and assigns, (y) on or after January 27, 2012, JPMorgan Chase Bank, National Association, in its capacity as lender and its successors and assigns, and (z) in the event of a refinance of the CMBS Loan, an Institutional Lender in its capacity as lender and its successors and assigns pursuant to the terms of the CMBS Loan and (iii) when used with respect to any other Phase, an Institutional Lender under a Collateral Mortgage secured by such Phase and its successors and assigns.

“**CMBS Loan**” shall mean: (i) when used with respect to Carousel Center or the Expansion Parcel, the mortgage loan made by the applicable CMBS Lender secured by the applicable CMBS Mortgage encumbering Carousel Center or the Expansion Parcel, as applicable including any refinancing thereof in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable; and (ii) when used with respect to any other Phase, the mortgage loan made by an Institutional Lender secured by the CMBS Mortgage encumbering such Phase, including any refinancing thereof in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable.

“**CMBS Loan Agreement**” shall mean: (i) prior to January 27, 2012, the Amended and Restated Loan Agreement dated as of February 15, 2007 by and among Carousel Owner and Citigroup Global Markets Realty Corp.; (ii) on or after January 27, 2012, but prior to June 6, 2014, those certain Loan Agreements, dated as of January 27, 2012, between Carousel Owner or Expansion Owner, as applicable, as borrower, and JP Morgan Chase, National Association, as lender; (iii) on or after June 6, 2014, and prior to any new CMBS Loan or refinancing of the applicable CMBS Loan, those certain Loan Agreements, dated as of June 6, 2014, between Carousel Owner or Expansion Owner, as applicable, as borrower, and JPMorgan Chase Bank, National Association, as lender, as amended, restated, modified or supplemented from time to time; and (iv) any subsequent loan agreement entered into by and among Carousel Owner and/or Expansion Owner and a CMBS Lender, with respect to Carousel Center and/or the Expansion Parcel, as applicable.

“**CMBS Mortgage**” shall mean: (i) when used with respect to Carousel Center (x) prior to January 27, 2012, the first priority Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 1, 2007, granted by Carousel Owner and the Agency to or for the benefit of Citigroup Global Markets Realty Corp., as security for the CMBS Loan; (y) on or after January 27, 2012 and prior to June 6, 2014, the Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of January 27, 2012, granted by Carousel Owner and the Agency to or for the benefit of the CMBS Lender as security for the applicable CMBS Loan; and (z) on or after June 6, 2014 and prior to any new CMBS Loan or refinancing of the applicable CMBS Loan, the Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of June 6, 2014, granted by Carousel Owner and the Agency to or for the benefit of the JPMorgan Chase Bank, National Association, as lender as security for the applicable CMBS Loan, (ii) when used with respect to the Expansion Parcel, (y) on or after January 27, 2012 and prior to June 6, 2014, the Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement and the Project Loan Mortgage, Security Agreement and Assignment of Leases and Rents, each dated as of January 27, 2012, granted by Expansion Owner and the Agency to or for the benefit of the CMBS Lender as security for the applicable CMBS Loan, and (z) on or after June 6, 2014 and prior to any new CMBS Loan or refinancing of the applicable CMBS Loan, the Mortgage, Assignment of

Leases and Rents and Security Agreement, dated as of June 6, 2014, granted by Expansion Owner and the Agency to or for the benefit of the JPMorgan Chase Bank, National Association, as lender as security for the applicable CMBS Loan, or (iii) any other Collateral Mortgage refinancing the CMBS Mortgage or securing a new CMBS Loan encumbering the respective interests of the Carousel Owner, Expansion Owner and/or the Agency in and to the Carousel Center and/or Expansion Parcel, as the same may from time to time be supplemented, amended, restated, modified or extended by one or more agreements supplemental thereto and, when used with respect to any other parcel of Land of which a Pyramid Entity is the beneficial owner, the mortgage given to the CMBS Lender by such Pyramid Entity encumbering the parcel of Land of which it is the beneficial owner.

“**CMBS Payment Date**” shall have the meaning assigned to the term “Payment Date” or such similar term set forth in the CMBS Loan Agreement.

“**Code**” shall mean the Internal Revenue Code and Rules of 1986, as amended, and the rules and regulations now or at any time hereafter promulgated thereunder.

“**Collateral**” shall mean all cash, securities, financial assets, securities accounts, securities entitlements, insurance policies and letters of credit in any Fund or Account (except the Rebate Fund, Green Bond Reserve Fund and any Fund or Account solely for the benefit of a particular Series of Bonds), all Authorized Investments made with any such cash, any agreements entered into by the Carousel Owner after the date of execution of the Master Indenture pursuant to which the Carousel Owner receives any moneys pledged or intended to be deposited into any Fund or Account, all proceeds of the foregoing, and any and all other assets and property purported to be conveyed as collateral pursuant to any of the Bond Documents, whether now or hereafter existing or now or hereafter acquired and wherever located, all accessions thereto, and all proceeds and products thereof.

“**Collateral Agent**” shall mean any financial institution acting as agent under the Cash Management Arrangements or the CMBS Cash Management Arrangements, as applicable.

“**Collateral Assignment of PILOT Mortgages**” shall mean the amended and restated collateral assignment of PILOT Mortgages dated as of October 1, 2016 by the PILOT Trustee to the Bond Trustee, as the same may be amended, supplemented or restated from time to time.

“**Collateral Mortgage**” shall mean, when used with respect to Carousel Center, CMBS Mortgage or any mortgage given to an Institutional Lender encumbering all or a portion of Carousel Center, as the same may from time to time be supplemented, amended, restated, modified or extended by one or more agreements supplemental thereto; and, when used with respect to any other parcel of Land of which a Pyramid Entity is the beneficial owner, the Construction Mortgage or any mortgage given by such Pyramid Entity to an Institutional Lender encumbering all or a portion of the parcel of Land of which it is the beneficial owner, as the same may from time to time be supplemented, amended, restated, modified or extended by one or more agreements supplemental thereto.

“**Commercial Paper Bond**” shall mean a Bond while in a Commercial Paper Mode.

“**Commercial Paper Mode**” shall mean the Mode in which the Bonds bear interest at Commercial Paper Rates for Interest Periods established pursuant to Section 2.15(c) of the Master Indenture.

“**Commercial Paper Rate**” shall mean the per annum interest rate for a Bond in the Commercial Paper Mode determined pursuant to Section 2.15(c) of the Master Indenture.

“**Company Documents**” shall mean the Carousel Owner Documents.

“**Completion**” shall have the meaning given to such term in Section 7.02B of the SIDA Agreement.

“**Completion Certificate**” shall mean with respect to the Expansion Project Facility, the conditional/temporary or final certificate of occupancy for the Expansion Project Facility, together with the certificate delivered to the Bond Trustee and the Agency signed by the Expansion Owner and the Consulting Engineer addressing the matters set forth in clauses (i) and (iii) of the definition of “Completion” (as defined in the SIDA Agreement) with respect to the Expansion Project Facility.

“**Completion Date**” shall mean, with respect to any Phase, the date on which Completion occurs with respect to such Phase.

“**Completion Guarantee**” shall mean, when used with respect to the First Phase, the joint and several guarantee of completion delivered by Robert J. Congel, Moselle Associates, Bruce A. Kenan, Bruce A. Kenan Living Trust, James Tuozzolo and Stephen J. Congel to the Agency and the County in connection with the execution of the PILOT Agreement and PILOT Assignment, as the same may from time to time be amended, restated or supplemented.

“**Condemnation**” shall mean the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

“**Constructed Phase**” shall have the meaning given to such term in the Approving Legislation.

“**Constructed Phase SIDA Bonds**” shall have the meaning given to such term in the Approving Legislation.

“**Construction Contracts**” shall mean, when used with respect to the First Phase and related Public Improvements, any contract between Expansion Owner or its agent or Affiliates and any other Person for the construction of the First Phase and related Public Improvements.

“**Construction Lender**” shall mean with respect to the Expansion Parcel (i) prior to January 27, 2012, Citigroup Global Markets Realty Corp. in its capacity as the lender and its successors or assigns with respect to the construction loan obtained by Expansion Owner to finance costs of acquiring and constructing the First Phase of the Carousel Expansion or (ii) on or after January 27, 2012 as the context shall require, (w) JPMorgan Chase Bank, National Association in its capacity as mortgage lender, (x) CPPIB Credit Investments Inc. in its capacity as First Mezzanine Lender, (y) BREF III Series B LLC, in its capacity as Second Mezzanine Lender, and (z) each of the respective successors or assigns of the Persons set forth in clauses (w), (x) and (y) above and in the event of a refinance of the Construction Loan, an Institutional Lender in its capacity as lender and its successors and assigns.

“**Construction Loan**” shall mean any construction loan provided by a Construction Lender secured by the Expansion Parcel or the direct or indirect equity interest in the Expansion Owner, as evidenced by the Construction Loan Documents and any loan which is made by an Institutional Lender to refinance any loan comprising such Construction Loan.

“**Construction Loan Agreement**” shall mean with respect to the Expansion Parcel: (i) prior to January 27, 2012, the Amended and Restated Building Loan, Project Loan and Security Agreement, dated as of February 15, 2007 among Expansion Owner, Citigroup Global Markets Realty Corp. and each lender signatory thereto, (ii) from and after January 27, 2012, each of (w) the Building Loan Agreement dated as of January 27, 2012 between the Expansion Owner and JPMorgan Chase Bank, National Association, (x) the Project Loan Agreement dated as of January 27, 2012 between the Expansion Owner and JPMorgan Chase Bank, National Association, (y) the Senior Mezzanine Loan Agreement dated as of January 27, 2012, between Destiny Enterprises Company LLC and CPPIB Credit Investments Inc., in its capacity as First Mezzanine Lender, and (z) the Junior Mezzanine Loan Agreement dated as of January 27, 2012 between CLG MezzCo LLC and BREF III Series B LLC, in its capacity as Second Mezzanine Lender, and (iii) any subsequent loan agreement entered into between the Expansion Owner and an Institutional Lender in connection with the Expansion Parcel, as each may be amended, restated, supplemented, replaced, or otherwise modified from time to time in accordance with its terms and the Expansion Installment Sale Agreement.

“**Construction Loan Documents**” shall mean the Construction Loan Agreement, the Construction Mortgage and the other “Loan Documents” as defined in the applicable Construction Loan Agreement.

“**Construction Mortgage**” shall mean (i) prior to January 27, 2012, that certain Building Loan Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits by Expansion Owner and the Agency for the benefit of Citigroup Global Markets Realty Corp., as agent, and the lenders identified therein and that certain Project Loan Mortgage, Security Agreement Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits by Expansion Owner and the Agency for the benefit of Citigroup Global Markets Realty Corp., as agent, and the lenders identified therein; (ii) on or after January 27, 2012, the Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement, dated January 27, 2012, by and among Expansion Owner and the Agency for the benefit of JPMorgan Chase Bank, National Association, as lender, and the Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement, dated January 27, 2012, by and among Expansion Owner and the Agency for the benefit of JPMorgan Chase Bank, National Association as lender and any mortgage which encumbers the Expansion Parcel and secures a Construction Loan, as each may be amended, restated, supplemented, replaced, or otherwise modified from time to time; and (iii) any other mortgage securing a Construction Loan.

“**Construction Period**” shall mean the period commencing on commencement of construction of any Phase and ending upon the Completion of such Phase.

“**Consulting Engineer**” shall mean, when used with respect to the First Phase, Inspection & Valuation International, Inc. and any successor engaged by the Agency; when used with respect to any other Phase, a construction monitor engaged by the Agency pursuant to Section 7.01 A of the SIDA Agreement; and when used with respect to Carousel Center, an environmental engineering firm engaged by Carousel Owner and reasonably acceptable to the Bondholder Representative and the Agency.

“**Control**” shall mean, when used with respect to any specific Person, the ownership directly or indirectly, in the aggregate of more than fifty percent (50%) of the beneficial ownership interests of an entity and the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person through ownership of voting securities or beneficial interest, by contract or otherwise. The definition is to be construed to apply equally to variations of the word “Control” including “Controlled”, “Controlling” or “Controlled by”.

“**Controlling Interest**” shall mean any interest entitling the holder thereof to elect a member of the board of directors, board of trustees, managing member or similar position, to veto any decision of the applicable entity; or comprising fifty percent (50%) or more of the equity interests in such entity.

“**Cost**” or “**Costs**” shall mean any cost incurred which is reasonable and necessary for carrying out all work and undertakings with respect to a Phase of the Carousel Expansion or Public Improvements, including the cost of necessary studies, surveys, plans and specifications, architectural, engineering, legal or other special services, development costs, fees and expenses of the Bond Trustee and the reasonable cost of financing incurred by the Carousel Owner, its Affiliates or the Agency in connection with Carousel Center and the financing thereof.

“**Cost of Issuance Fund**” shall mean the Cost of Issuance Fund so designated and established under Section 4.01 of the Master Indenture.

“**Costs of Issuance**” shall mean the items of expense incurred in connection with the authorization, sale and issuance of a Series of Bonds, which items of expense may include, but are not limited to, document printing and reproduction costs, filing and recording fees, costs of credit ratings, initial fees and charges of the Bond Trustee, legal fees and charges, professional consultants’ fees, and underwriting fees, fees and charges for execution, transportation and safekeeping of Bonds, premiums, fees and charges in order to obtain insurance for Bonds, obtain, renew or extend Bond Support Facilities, Reserve Account Credit Facilities, Qualified Fixed Payor Swaps, Qualified Fixed Receiver Swaps and other similar financial arrangements, costs and expenses of refunding such Bonds and other costs, charges and fees, including those of the Agency, in connection with the foregoing.

“**Costs of the Project**” and “**Project Costs**” shall mean the Public Improvement Costs.

“**County**” shall mean the County of Onondaga, New York, a body politic and corporate acting by and through its County Executive and its County Legislature.

“**County Executive**” shall mean the County Executive of the County.

“**Credit Support**” shall mean any irrevocable letter of credit, policy of bond insurance, surety bond, guarantee or similar instrument which is obtained by Carousel Owner and is issued by a financial, insurance or other institution and which provides security in respect of one or more Series of Bonds (and with respect to a Bond Insurance Policy guarantees the payment of principal of and interest on the related Series of Bonds when due), including any Substitute Credit Support, but not including any Reserve Account Credit Facility or the Initial Bond Insurance Policy.

“**Credit Support Provider**” shall mean any issuer or provider of any Credit Support in accordance with the provisions of Section 2.14 of the Master Indenture, but not including the Initial Bond Insurer.

“**Credit Support Provider Documents**” shall mean the principal documents delivered by any Credit Support Provider in connection with the issuance or provision of a Credit Support.

“**Current Interest Bonds**” shall mean Bonds bearing interest at the rates set forth in the applicable Supplemental Indenture or interest at the rates determined in accordance with the applicable Supplemental Indenture, which interest is payable not less frequently than semi-annually on the Interest Payment Dates set forth in the applicable Supplemental Indenture.

“**Current Mode**” shall mean, on any date, the Mode in effect on that date for a Series of Multi-Modal Bonds.

“**Daily Mode**” shall mean the Mode in which the interest rate on a Series of Multi-Modal Bonds is determined on each Business Day.

“**Daily Rate**” shall mean the per annum interest rate on a Series of Multi-Modal Bonds in the Daily Mode determined pursuant to Section 2.15(c) of the Master Indenture.

“**Debt Service**” shall mean, for any applicable period, (i) the aggregate payments made or required to be made in respect of the principal of, and premium, if any, and interest on the Bonds; (ii) the Bond Fees, if any, and Fixed Fees, if any; (iii) any default interest payable to the Bond Insurer; (iv) any amounts including interest thereon payable to the provider of the Reserve Account Credit Facility as a result of a draw or payment thereon; and (v)

amounts payable with respect to any Qualified Swap or Parity Reimbursement Obligations determined in accordance with the Supplemental Indenture pursuant to which the related Series of Additional Bonds was issued.

“Debt Service and Reimbursement Fund” shall mean the Debt Service and Reimbursement Fund so designated and established under the PILOT Assignment.

“Debt Service and Reimbursement Fund Account” shall mean separate accounts established with the PILOT Trustee within the Debt Service and Reimbursement Fund.

“Debt Service Reserve Fund” shall mean the Debt Service Reserve Fund so designated and established under Section 4.01 of the Master Indenture and within the Debt Service Reserve Fund, a Tax-Exempt Account and a Taxable Account.

“Debt Service Reserve Requirement” shall mean \$30,899,856.56, of which, for purposes of withdrawals from and replenishment of an Account of the Debt Service Reserve Fund, (a) \$14,763,786.36 is allocable to the Tax-Exempt Account and (b) \$16,136,070.20 is allocable to the Taxable Account.

“Default” shall mean the occurrence of an event which, but for the giving of notice or the passage of time, or both, would be an Event of Default.

“Default Amount” shall mean (y) during the PILOT Benefit Term, the sum of (i) any amounts due to the Bond Insurer as interest, including default interest, and any amounts due to any Reserve Account Credit Facility Provider as interest, including default interest, in each case, by reason of the failure of the Obligor to make any PILOT Payment when due and (ii) in the event that the failure of the Obligor to make such PILOT Payment when due shall have caused a transfer of amounts on deposit in the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture and/or a transfer of amounts on deposit in the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund pursuant to Section 4.07(a)(ii) of the Master Indenture, an amount that, when invested in Authorized Investments, shall be sufficient to provide for the payment on or before each Interest Payment Date of an amount at least equal to the excess, as of each such Interest Payment Date, of (A) the sum of (I) the amount expected to be necessary and available to be withdrawn from the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture on or before each Interest Payment Date, but for such transfer, plus (II) the expected investment earnings, but for such transfer, on all amounts transferred from the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund over (B) the sum of (I) the amount actually available to be withdrawn from the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture, taking into account the actual investment earnings, if any, on any amounts deposited in the Principal Reserve Fund to replenish amounts previously transferred from the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture as a result of the failure by the Carousel Owner to pay Carousel Center PILOTs when and in the amount due plus (II) the actual investment earnings, if any, on any amounts deposited in the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund to replenish amounts previously transferred from such Account of the Debt Service Reserve Fund pursuant to Section 4.07(a)(ii) of the Master Indenture; and (z) thereafter, the Default Payment Cap.

“Default Payment” shall mean the Default Amount, if any, specified in the applicable Election Notice; provided, however, that if either (a) no Default Amount is specified in the applicable Election Notice or (b) the Default Amount specified in the applicable Election Notice is greater than the Default Payment Cap, as determined in accordance with Section 7 of the PILOT Agreement, the Default Payment shall equal the Default Payment Cap.

“Default Payment Cap” shall mean the amount of interest on any PILOT Payment required by the PILOT Agreement that shall not have been made when due, calculated at a rate of interest equal to: (y) during the PILOT Benefit Term, (i) one and one-half percent (1½%) per month for all or any portion of each of the first eight (8) months after such rate becomes applicable; (ii) zero percent (0%) per month for all or any portion of each of the ninth (9th) through the twelfth (12th) month after such rate becomes applicable; (iii) one percent (1%) per month for all or any portion of (A) the thirteenth (13th) month after such rate becomes applicable and (B) each month thereafter, calculated on a monthly basis, for the actual number of whole and partial months from but excluding the date such PILOT Payment shall have become due and payable under the PILOT Agreement, to and including the date such PILOT Payment, or each and every portion thereof, shall have been paid; and (z) thereafter, eighteen percent (18%) per annum calculated on a daily basis (based upon a 360-day year consisting of twelve 30-day months) for the actual number of days from but excluding the date such PILOT Payment shall have become due and payable under the PILOT Agreement, to and including the date such PILOT Payment, or each and every portion thereof, shall have been paid.

“Default Rate” shall mean, when used with respect to any obligations or payments of the Carousel Owner or another Pyramid Entity under any Carousel Owner Documents or Expansion Owner Documents, eighteen percent (18%) per annum.

“Defeasance Securities” shall mean any security or securities (i) which when deposited pursuant to clause (b) of the second paragraph of Article IX of the Master Indenture will cause the applicable Series of Bonds or the applicable principal portion thereof to be rated at least “AA” or the equivalent thereof by the Rating Agencies, if any, then rating the Series of Bonds subject to defeasance, (ii) the principal of and interest on which are payable in any coin or currency of the United States of America which, on the respective dates of payment, is legal tender for the payment of public and private debts, and (iii) which shall not be subject to call or redemption prior to the maturity thereof.

“Depository Institution” shall mean DTC.

“Designated Carousel Obligations” shall have the meaning ascribed thereto in the Intercreditor Agreement.

“Designated Expansion Obligations” shall have the meaning ascribed thereto in the Expansion Interested Party Agreement.

“DestiNY Lawsuit” shall mean the action commenced in the New York State Supreme Court entitled *Carousel Center Company, L.P. and Pyramid Company of Onondaga v. The City of Syracuse, et al.*, Index No. 05-7123, RJI No. 33-05-4975.

“DestiNY Project” shall mean the acquisition, construction, renovation, reconfiguration, improvement and equipping of the Project Facility.

“Documents” shall mean, when used with respect to a Person, all of such Person’s right, title and interest, whether now owned or hereafter acquired, in, to and under all “documents” as defined in the UCC (whether negotiable or non-negotiable) or other receipts covering, evidencing or representing goods.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns, as the Depository Institution with respect to the Bonds.

“Effective Date” shall mean the date of the applicable Installment Sale Agreement.

“Election Notice” shall mean a notice: (a) delivered by the Carousel Owner pursuant to the PILOT Agreement substantially in the form attached to the PILOT Agreement as Exhibit B with respect to Existing Carousel Center, as amended or restated from time to time in accordance with the PILOT Agreement, and Section 4.3(c) of the Carousel Installment Sale Agreement to adjust the amount of Carousel Center PILOTs in connection with the issuance of Additional Bonds; or (b) delivered by the Expansion Owner pursuant to the PILOT Agreement with respect to PILOT Payments on the First Phase, which in each case provides for the amount and method for calculation of PILOT Payments in accordance with the Ordinance as determined by Corporation Counsel of the City as to content and consistency with the Ordinance.

“Electronic Means” shall mean notice or other communication transmitted by facsimile, wire, internet or other electronic means.

“Eligible Account” shall mean a separate and identifiable account from all other funds held by the holding institution that is (i) an account maintained with a federal or state chartered depository institution or trust company whose (1) commercial paper, short-term debt obligations or other short-term deposits are rated by the Rating Agencies not less than “A-1” (or the equivalent), if the deposits are to be held in the account for thirty (30) days or less, or (2) long-term unsecured debt obligations are rated at least “AA-” (or the equivalent), if the deposits are to be held in the account more than thirty (30) days; or (ii) a segregated trust account maintained with the corporate trust department of a federal or state chartered depository institution or trust company subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulations Section 9.10(b) which, in either case, has corporate trust powers, acting in its fiduciary capacity. An Eligible Account shall not be evidenced by a certificate of deposit, passbook, other instrument or any other physical indicia of ownership. Following a downgrade, withdrawal, qualification or suspension of such institution’s rating, each account must promptly (and in any case within not more than thirty (30) calendar days) be moved to a qualifying institution or to one or more segregated trust accounts in the trust department of such institution, if permitted.

“Eligibility Requirements” shall mean, with respect to any Person, that such Person (A) has total assets (in name or under management) in excess of \$600,000,000 and (except with respect to a pension advisory firm, asset manager or similar fiduciary) capital/statutory surplus or shareholder’s equity of \$250,000,000; and (B) is regularly engaged in the business of making or owning commercial real estate loans (including mezzanine loans with respect to commercial real estate) or operating commercial properties.

“Enforcement Action” shall mean: (1) with respect to the Carousel Center (but only in the event no Intercreditor Agreement is in effect) and with respect to the First Phase and the Expansion Parcel (but only in the

event no Expansion Interested Party Agreement is in effect), any: (A) judicial or non-judicial foreclosure proceeding, the exercise of any power of sale, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against Carousel Center, the First Phase or any Pyramid Entity, as the case may be, including, without limitation, the taking of possession or control of Carousel Center or the First Phase; (B) acceleration of, or demand or action taken in order to collect, all or any Indebtedness secured by Carousel Center or the First Phase; or (C) exercise of any right or remedy available to the Lender under the related loan documents, at law, in equity or otherwise, with respect to any Pyramid Entity, the First Phase and/or Carousel Center, as the case may be; or (D) any action or proceeding or other exercise of a Lender's rights and remedies commenced thereby, in law, in equity, or otherwise, in order to realize upon any direct and indirect equity interests in a Pyramid Entity (including Expansion Owner and Carousel Owner) that have been pledged as security for a loan in connection with the Carousel Center or the Expansion Parcel; and (2) with respect to the Carousel Center (but only in the event the Intercreditor Agreement is in effect) such term shall have the meaning ascribed thereto in the Intercreditor Agreement; and with respect to the First Phase and the Expansion Parcel (but only in the event the Expansion Interested Party Agreement is in effect), such term shall have the meaning ascribed thereto in the Expansion Interested Party Agreement.

“Environmental Claim” shall mean any notice, notification, request for information, claim, administrative, regulatory or judicial action, suit, judgment, demand or other written communications (whether written or oral) by any Person or Regulatory Body alleging or asserting liability with respect to Obligor or the Property of which Obligor is the beneficial owner (whether for damages, contribution, indemnification, cost recovery, compensation, injunctive relief, investigatory, response, remedial or cleanup costs, damages to natural resources, personal injuries, fines or penalties) arising out of, based on or resulting from (i) the presence, or use or release into the environment of any Hazardous Substance at any location (whether or not owned, managed or operated by such Obligor) that affects an Obligor or the Property of which Obligor is the beneficial owner, (ii) any fact, circumstance, condition or occurrence forming a basis of any violation, or alleged violation, of any Environmental Law or (iii) any alleged injury or threat of injury to human health, safety or the environment.

“Environmental Law” shall mean any federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders), pertaining to the regulation of Hazardous Materials, now or hereinafter existing, including, without limitation, CERCLA, TSCA, RCRA, or the State Environmental Conservation Law.

“Equipment” shall mean, with respect to Carousel Center, all machinery, equipment, furniture, fixtures and other personal property used and to be used in connection with the Carousel Center and as more particularly described in Exhibit B to the Carousel Installment Sale Agreement; and with respect to Expansion Project Facility, all machinery, equipment, furniture, fixtures and other personal property used and to be used in connection with the Expansion Project Facility and as more particularly described in Exhibit B to the Expansion Installment Sale Agreement.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” shall mean any Person that for purposes of Title IV of ERISA is a member of the Carousel Owner's controlled group, or under common control with the Carousel Owner, or is otherwise required to be treated with the Carousel Owner as a single employee, within the meaning of Section 414 of the Internal Revenue Code.

“Escrow Fund” shall mean the Escrow Fund so designated and established under the PILOT Assignment.

“Escrow Fund Account” shall mean the separate accounts established by the PILOT Trustee in the Escrow Fund with respect to the Carousel Center PILOTs or PILOT Payments with respect to a Constructed Phase.

“Event of Bankruptcy” shall mean Act of Bankruptcy.

“Event of Default” shall mean, when used with respect to the Master Indenture, any of the events enumerated in Section 6.01 of the Master Indenture; with respect to a particular Series of Bonds, any other or additional events of default enumerated in the Supplemental Indenture pursuant to which such Bonds were issued, and when used with respect to any other document, the events of default enumerated in such document.

“Existing Carousel Center” shall mean the existing shopping center commonly known as Carousel Center located in Syracuse, New York containing, for billing purposes, 1,238,853 square feet of GLA, together with its related parking facilities, existing on December 20, 2000, on a portion of the Land, *provided that* the term “Existing Carousel Center” shall include the portion of the Land (described on Exhibit C to the Carousel Installment Sale Agreement, as amended or restated from time to time), the improvements thereon and the Equipment therein, and *provided further* that any parcel of the Land released by the Agency and Carousel Owner from time to time from the

Carousel Installment Sale Agreement shall not be included or constitute a part of Existing Carousel Center on or after the effective date of release therefrom. Notwithstanding anything in this definition to the contrary, the release of a parcel of Land from Existing Carousel Center shall not reduce the amount of the Junkyard Tax.

“Existing Carousel Center PILOT Documents” shall have the meaning ascribed thereto in the Intercreditor Agreement.

“Existing Expansion PILOT Documents” shall have the meaning ascribed thereto in the Expansion Interested Party Agreement.

“Expanded Carousel” shall mean, collectively, Existing Carousel Center and the Carousel Expansion.

“Expansion Collection Account Agreement” shall mean the Amended and Restated Collection Account Agreement dated as of February 27, 2007, among LaSalle National Bank, as collateral agent, the Expansion Owner and the Construction Lender and acknowledged and consented to by the Agency and the Bond Trustee, to which the Joint Disbursement Agreement will be attached, as the same may from time to time be supplemented, amended, restated, modified or extended by one or more agreements supplemental thereto and any similar agreement applicable to the disbursement of certain accounts and moneys with respect to the Construction Loan in effect with respect to a Subsequent Phase under a Collateral Mortgage.

“Expansion Facility Purchase Price” shall mean, as of any date upon which the Expansion Facility Purchase Price is payable, PILOT Payments with respect to the Expansion Parcel set forth in the Election Notice delivered by Expansion Owner, then due and payable pursuant to the PILOT Agreement and the amounts then due and payable to discharge the obligations of the Expansion Owner described in Sections 7.3, 3.2(g), 3.2(h) and 8.11 of the Expansion Installment Sale Agreement (without regard to whether the Expansion Owner or the Agency has the right to terminate the Expansion Installment Sale Agreement at the time in question).

“Expansion Installment Sale Agreement” shall mean the Installment Sale Agreement dated as of February 1, 2007 between Expansion Owner and the Agency, as amended by the First Amendment to Expansion Installment Sale Agreement, as the same may be further amended, restated or supplemented from time to time.

“Expansion Interested Party Agreement” shall mean the Expansion Interested Party Agreement dated as of June 6, 2014 by and among JPMorgan Chase Bank, National Association, in its capacity as: (i) the lender under the CMBS Loan; and (ii) the lender under the Mezzanine Loan, the Agency, the PILOT Trustee and the Bond Trustee, as the same may be amended, supplemented, restated or replaced from time to time in accordance with the terms thereof.

“Expansion Owner” shall mean Destiny USA Holdings LLC and its successors or assigns.

“Expansion Owner Documents” shall mean the Expansion Installment Sale Agreement, the PILOT Agreement, the Election Notice delivered by Expansion Owner, the Reimbursement Agreement, the Construction Loan Documents and the Bond Documents to which Expansion Owner is a party or other certificates and documents executed and delivered by the Expansion Owner in connection with the financing of the First Phase and related Public Improvements or the grant of Financial Assistance by the Agency with respect thereto (other than the Expansion Partial Assignment).

“Expansion Parcel” shall mean the portion of the Land (described in Exhibit A to the Expansion Installment Sale Agreement) upon which the Expansion Project Facility is to be constructed and installed.

“Expansion Partial Assignment” shall mean the Amended and Restated Partial Assignment and Assumption Agreement dated as of February 1, 2007 among PCO, Expansion Owner and the Agency, as the same may be amended or restated from time to time in accordance with the SIDA Agreement.

“Expansion Project” shall mean the First Phase, the reconfiguration of Carousel Center and the Public Improvements undertaken by Expansion Owner in connection with the First Phase.

“Expansion Project Facility” shall mean collectively the improvements constituting the First Phase to be constructed on the Expansion Parcel, the Public Improvements to be constructed or located on the Expansion Parcel and the Equipment to be installed in the First Phase and such Public Improvements, all undertaken by the Expansion Owner as agent of the Agency pursuant to the Expansion Installment Sale Agreement.

“Expected DSRF Earnings” shall mean, with respect to any Interest Payment Date, the amount of earnings (i) scheduled, as of the Closing Date with respect to the Bonds set forth in Schedule A to the Fifth Supplemental Indenture to be derived from the investment of moneys on deposit in the Tax-Exempt Account and Taxable Account of the Debt Service Reserve Fund, and (ii) in fact available on such Interest Payment Date for the payment of Debt Service with respect to the Bonds pursuant to Section 4.07(a)(iii) of the Master Indenture. No amount shall

constitute “Expected DSRF Earnings” unless actually received by the Bond Trustee and available for payment of Debt Service on the applicable Interest Payment Date.

“**Expiration Date**” shall mean the date upon which a Bond Support Facility expires by its terms unless earlier extended or renewed.

“**Extraordinary Services**” and “**Extraordinary Expenses**” shall mean all services rendered and all expenses incurred by the Bond Trustee and any Paying Agents or Tender Agents or the Bondholder Representative under the Master Indenture other than Ordinary Services and Ordinary Expenses, including reasonable fees and disbursements of counsel to the Bond Trustee or the Bondholder Representative.

“**Facility Purchase Price**” shall mean, when used with respect to the Carousel Installment Sale Agreement, as of any date upon which the Facility Purchase Price is payable, Carousel Center PILOTs then due and payable and the amounts then due and payable to discharge the obligations of Obligor described in Sections 7.3(a) and 8.11 of the Carousel Installment Sale Agreement and under the Carousel Partial Assignment (without regard to whether the Obligor or the Agency has the right to terminate the Carousel Installment Sale Agreement at the time in question).

“**Favorable Opinion of Bond Counsel**” shall mean, with respect to any action, a written legal opinion of Bond Counsel, to the effect that such action is permitted under the applicable Bond Documents and will not impair the exclusion of interest on a Tax-Exempt Bond from gross income for federal income tax purposes (subject to any exceptions contained in the opinion delivered upon original issuance of such Tax-Exempt Bond). The Favorable Opinion of Bond Counsel shall be addressed, or a reliance letter provided, to the Agency and any Remarketing Agent, Bond Insurer and any Bond Support Facility Provider.

“**Fiduciary**” shall mean the Bond Trustee, PILOT Trustee, the Bondholder Representative, any Tender Agent or any Paying Agent or any or all of them, as appropriate.

“**Fifth Supplemental Indenture**” shall mean the Fifth Supplemental Indenture to the Master Indenture of Trust, dated as of October 1, 2016, by and between the Agency and the Bond Trustee, as amended, restated or supplemented from time to time in accordance with its terms and the terms of the Master Indenture.

“**Final Completion**” shall mean the Completion of the acquisition, construction and equipping of the Carousel Expansion and related Public Improvements, including the Final Phase.

“**Final Completion Date**” shall mean the date of Final Completion.

“**Final Phase**” shall have the meaning given to such term in the Approving Legislation.

“**Final Phase Adjustment**” shall mean the positive difference, if any, obtained by subtracting the Payment Amount from the PILOT Payment Floor, and then multiplying such positive difference by Floor LA; the amount so determined to increase four percent (4%) per annum thereafter, compounded annually, commencing on the first anniversary of the Calculation Date.

“**Financial Assistance**” shall mean “financial assistance” as defined in Section 854(14) of the Act granted by the Agency.

“**First Amendment to Expansion Installment Sale Agreement**” shall mean the First Amendment to the Installment Sale Agreement dated as of January 27, 2012 between the Agency and Expansion Owner.

“**First Amendment to PILOT Agreement**” shall mean the First Amendment to the PILOT Agreement dated as of February 1, 2007, among Carousel Owner, Expansion Owner and the Agency.

“**First Amendment to PILOT Assignment**” shall mean the First Amendment to the PILOT Assignment and Escrow Agreement dated as of February 1, 2007, among the Agency, the Bond Trustee and the PILOT Trustee.

“**First Amendment to Third Amended and Restated Installment Sale Agreement**” shall mean the First Amendment to the Third Amended and Restated Installment Sale Agreement dated as of February 1, 2007 between the Agency and Carousel Owner.

“**First Extension Agreement**” shall mean the Agreement dated June 6, 2011 between the Agency, PCO, Expansion Owner and Parking Owner.

“**First Mezzanine Borrower**” shall mean prior to January 27, 2012, Carousel Enterprises Company LLC and on and after January 27, 2012 Carousel Enterprises Company LLC and Destiny Enterprises Company LLC.

“**First Mezzanine Lender**” shall mean (i) prior to January 27, 2012, Citigroup Global Markets Realty Corp.; (ii) on and after January 27, 2012, but prior to June 6, 2014, CPPIB Credit Investments Inc.; (iii) on and after June 6, 2014 and prior to a new First Mezzanine Loan or a refinancing of the applicable First Mezzanine Loan,

JPMorgan Chase Bank, National Association, and any successors or assigns permitted in accordance with the terms of the Intercreditor Agreement; and (iv) any Lender refinancing the First Mezzanine Loan or providing a new mezzanine loan having a comparable lien priority; provided that, as used in the Master Indenture, “First Mezzanine Lender” shall mean (a) prior to January 27, 2012, Citigroup Global Markets Realty Corp. and, (b) on and after January 27, 2012 and prior to June 6, 2014 and prior to a new First Mezzanine Loan or a refinancing of the applicable First Mezzanine Loan, both (1) CPPIB Credit Investments Inc. and any successors or assigns permitted in accordance with the terms of the Intercreditor Agreement and any Lender refinancing the First Mezzanine Loan in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable, and (2) Second Mezzanine Lender and any Lender refinancing the Second Mezzanine Loan in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable., (c) on and after June 6, 2014 and prior to a new First Mezzanine Loan or a refinancing of the applicable First Mezzanine Loan, JPMorgan Chase Bank, National Association and its successors and assigns, and (d) thereafter any Institutional Lender providing a new Mezzanine Loan having a comparable lien priority.

“**First Mezzanine Loan**” shall mean: (i) prior to January 27, 2012 the mezzanine loan in the principal amount of \$100,000,000 made by Citigroup Global Markets Realty Corp. to Carousel Enterprises Company LLC; (ii) on and after January 27, 2012 but prior to June 6, 2014 and prior to a new First Mezzanine Loan or a refinancing of the applicable First Mezzanine Loan, the mezzanine loans in the aggregate principal amount of \$145,000,000 made by First Mezzanine Lender to First Mezzanine Borrower; (iii) on and after June 6, 2014 and prior to a new First Mezzanine Loan or a refinancing of the applicable First Mezzanine Loan, the mezzanine loans in the aggregate principal amount of \$200,000 made by First Mezzanine Lender to First Mezzanine Borrower, and any refinancing thereof; and (iv) thereafter, a new mezzanine loan having a comparable lien priority.

“**First Phase**” shall mean the Phase of the Carousel Expansion commenced in connection with the issuance of the Initial Bonds and consisting of not less than 800,000 square feet of Leasable Area. The term “First Phase” includes the improvements constructed on the Expansion Parcel and the Equipment installed in such improvements, as such Phase is described in the Plans and Specifications.

“**First Phase Bonds**” shall mean PILOT Revenue Bonds secured by and payable from PILOT Payments payable with respect to the Expansion Parcel.

“**First Phase Completion**” shall mean Completion of the First Phase and related Public Improvements.

“**First Supplemental Indenture**” shall mean the First Supplemental Indenture to Master Indenture of Trust dated as of February 1, 2007, by and between the Agency and the Bond Trustee, as amended, restated or supplemented from time to time in accordance with its terms and the terms of the Master Indenture.

“**Fiscal Year**” shall mean the twelve month period commencing January 1 of each calendar year and ending on December 31.

“**Fitch**” shall mean Fitch Ratings and its successors and assigns.

“**Fixed Fees**” shall mean, when used with respect to the Series 2007 Bonds, \$0.00; when used with respect to the Series 2016 Bonds, \$0.00; and when used with respect to a Series of Additional Bonds, the fixed periodic fees and expenses of the PILOT Trustee, the Bond Trustee, the Bondholder Representative and any other Person in connection with such Series of Bonds, the amounts of which are determinable on the date of issuance of such Series of Bonds and set forth in the Supplemental Indenture pursuant to which such Series of Bonds was issued.

“**Fixed Mode**” shall mean the Mode in which the Bonds bear interest at a Fixed Rate or Fixed Rates to the Maturity Date or Maturity Dates.

“**Fixed Rate**” shall mean a per annum interest rate or rates borne by Bonds to the maturity thereof determined pursuant to Section 2.15(c)(vi) of the Master Indenture.

“**Fourth Supplemental Indenture**” shall mean the Fourth Supplemental Indenture to Master Indenture of Trust dated as of January 27, 2012, by and between the Agency and the Bond Trustee, as amended, restated or supplemented from time to time in accordance with its terms and the terms of the Master Indenture.

“**Funds**” shall mean the funds to be created by Section 4.01 of the Master Indenture.

“**GAAP**” shall mean generally accepted accounting principles in the United States of America as of the date of the applicable financial report, consistently applied.

“**General Partner**” shall mean Carousel General Company LLC, a New York limited liability company that owns a two percent (2%) general partnership interest in the Carousel Owner.

“**GLA**” or “**Gross Leasable Area**” shall mean gross leasable area of floor area of a building or structure.

“GLA Threshold” shall mean gross leasable area of regional centers (as defined from time to time by the Urban Land Institute) in North America, including the gross leasable area of occupants other than the Qualified Party which are integral parts of such regional center and own their own respective facilities.

“Glossary” shall mean this Amended and Restated Master Glossary of Terms, as amended, modified, supplemented or restated from time to time.

“Green Bond Reserve Fund” shall mean the Green Bond Reserve Fund so designated and established under Section 4.01 of the Master Indenture.

“Hazardous Materials” or “Hazardous Substances” shall mean any petroleum, petroleum products or fractions or components thereof, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, asbestos or any materials containing asbestos, or any other similar hazardous or toxic substance or material as defined by any Federal or state environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 5101 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 6901 et seq.), and the regulations adopted and related official publications promulgated pursuant thereto.

“Impositions” shall mean all taxes including, without limitation, all real estate, ad valorem, sales (including those imposed on lease rentals), use, single business, gross receipts, value added, intangible transaction privilege, privilege or license or similar taxes, all payments to the Agency or any Regulatory Body in lieu of real estate, ad valorem or other taxes in connection with the PILOT Agreement, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed within the term of the Loan), ground rents, water, sewer or other rents and charges, excise, levies, governmental fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case governmental charges on or with respect to Property, including taxes, ground rents, water, sewer or other rents and charges, excises, levies and governmental charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen.

“Imposition Escrow Account” shall mean (i) prior to January 27, 2012 the account established pursuant to Section 2.13(b) of the CMBS Loan Agreement, and (ii) on and after January 27, 2012 the account established pursuant to the Cash Management Agreement dated as of January 27, 2012 by and among JPMorgan Chase Bank, National Association, Carousel Owner and Wells Fargo Bank, National Association, as agent entitled “Tax and Insurance Escrow Subaccount”, and, with respect to any subsequent CMBS Loan Agreement, the account established therein to maintain and pay for the PILOT Payments in accordance with the terms of the Cash Management Agreement.

“Indebtedness” shall mean, with respect to any Person, all items (other than capital items such as surplus and fund balances) which in accordance with GAAP would be included in determining total liabilities as shown on the liability side of a balance sheet and the following liabilities whether or not required to appear on that balance sheet, including, without limitation, (a) indebtedness for borrowed money; (b) all obligations which are secured by any Lien on Property of such Person, whether or not the obligations have been assumed by that Person; (c) all obligations to purchase any materials, supplies or other Property, or to obtain the services of any other Person, if the relevant contract or other related document is not subject to termination or cancellation by such Person and imposes an unconditional obligation upon such Person to pay for such materials, supplies, services or other Property, whether or not such materials, supplies or other Property is ever made or tendered or such services are ever performed or tendered; (d) indebtedness arising under agreements requiring reimbursement for drawings under letters of credit; (e) obligations with respect to any conditional sale agreement, lease agreement or title retention agreement required to be capitalized under GAAP; (f) obligations under guarantees whether contingent or otherwise; and (g) unfunded vested benefits under plans covered by Title IV of ERISA.

“Indenture” shall mean the Master Indenture, as the same may be further supplemented or amended by one or more additional Supplemental Indentures.

“Independent Counsel” shall mean an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United States of America or in the District of Columbia and not a full time employee of the Agency, the Carousel Owner, a Pyramid Entity or the Bond Trustee.

“Index” shall mean the then higher of either of the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or the Consumer Price Index for All Urban Consumers (CPI-U) of the United States Department of Labor’s Bureau of Labor Statistics in effect and generally published at the time the computation is made or such other price index as the Agency shall determine pursuant to the Approving Resolution.

“Initial Bond Insurer” shall mean, with respect to the Series 2007B Bonds, Syncora Guarantee Inc., a New York stock insurance company and its successors and assigns (“Syncora”), but only during such period as the Series 2007B Bonds shall be Outstanding and are insured by Syncora, and thereafter, the term shall be disregarded.

“Initial Bond Insurance Policy” shall mean the insurance policy issued by the Initial Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2007B Bonds.

“Initial Bonds” shall mean the Series 2007B Bonds.

“Initial Series 2007 Bond Deposit” shall mean the 2006 Pre-Issuance PILOT Payments, less the 2006 Junkyard Tax Portion, together with any investment earning on the 2006 Pre-Issuance PILOT Payments.

“Inner Harbor” shall mean the several parcels of real property located on Solar Street and adjacent to Onondaga Lake in Syracuse, New York and commonly known as the Inner Harbor.

“Insolvency Proceeding” shall mean, when used with respect to a Person, any proceeding commenced by or against a Person under any provision of the Bankruptcy Code or under any other state or federal or foreign bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors or proceedings seeking reorganization, arrangement or other similar relief and including the appointment of a trustee, receiver, administrative receiver, liquidator, administrator or similar officer.

“Installment Sale Agreement” shall mean, collectively or individually based on the context thereof, Carousel Installment Sale Agreement and the Expansion Installment Sale Agreement, each as the same may be amended, supplemented or restated from time to time in accordance with its terms and, with respect to the Carousel Installment Sale Agreement, the terms of the Indenture.

“Institutional Lender” shall mean (i) each of the following Persons which are regularly engaged in the business of making or owning commercial real estate loans (including mezzanine loans with respect to commercial real estate) or operating commercial properties: a savings bank, investment bank, a savings and loan association; a commercial bank or trust company (whether acting individually or in a fiduciary capacity); an insurance company; a trust company; a finance company; a commercial credit corporation having a Dun and Bradstreet Overall Credit Appraisal of 5A1 or 5A2; an entity that has a net worth in excess of \$250,000,000 (determined in accordance with generally accepted accounting principles consistently applied); a union; a welfare, pension or retirement plan or fund or pension advisory firm; a religious, educational or eleemosynary institution; a mutual fund or other investment company; a government entity or plan; or a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended; a public real estate investment trust; a loan conduit or other similar investment entity; (ii) a trustee or issuer of collateralized mortgage obligations or collateralized debt obligations; (iii) a Qualified Trustee; (iv) any entity Controlled by, Controlling or under common Control with any of the foregoing entities; (v) any combination of the above entities; and (vi) in connection with the securitization of the Indebtedness represented by a Collateral Mortgage, any Person to which such Indebtedness and instruments evidencing such Indebtedness are assigned, including the depositor, the issuing entity or the trustee on its behalf.

“Instruments” shall mean, when used with respect to a Person, all of such Person’s right, title and interest, whether now owned or hereafter acquired, in, to and under all “instruments” as defined in the UCC.

“Insured Swap Payments” shall have the meaning set forth in Section 2.14 of the Master Indenture.

“Intercreditor Agreement” shall mean: (A) when used with respect to the Series 2007 Bonds and Carousel Center: (i) prior to January 27, 2012, that certain intercreditor agreement dated as of February 1, 2007 by and among Citigroup Global Markets Realty, Corp., as CMBS Lender and First Mezzanine Lender, the Agency, the PILOT Trustee and the Bond Trustee; (ii) on and after January 27, 2012 but prior to June 6, 2014, that certain intercreditor agreement dated January 27, 2012 by and among JPMorgan Chase Bank, National Association, in its capacity as the lender under the CMBS Loan, CPPIB Credit Investments Inc., in its capacity as First Mezzanine Lender, BREF III Series B LLC, in its capacity as Second Mezzanine Lender, the Agency, the PILOT Trustee and the Bond Trustee; and (iii) on and after June 6, 2014, but prior to the Closing Date for the Series 2016 Bonds, that certain intercreditor agreement dated June 6, 2014 by and among JPMorgan Chase Bank, National Association, in its capacity as the lender under the CMBS Loan, and in its capacity as lender under the Mezzanine Loan, the Agency, the PILOT Trustee and the Bond Trustee; (B) when used with respect to the Series 2007B Bonds and the Series 2016 Bonds and Carousel Center, that certain intercreditor agreement dated June 6, 2014 for the Series 2016 Bonds by and among JPMorgan Chase Bank, National Association, in its capacity as the lender under the CMBS Loan, and in its capacity as lender under the Mezzanine Loan, the Agency, the PILOT Trustee and the Bond Trustee, as amended by First Amendment to Intercreditor Agreement, dated as of October 1, 2016; (C) when used with respect to any Series of Additional Bonds, any intercreditor agreement by and among one or more of the CMBS Lender, First Mezzanine Lender, Second Mezzanine Lender, the Agency, the Bond Trustee and the PILOT Trustee; (D) in each case with respect to (A), (B) and (C) above, as the same may be amended, supplemented, restated or replaced from time to

time in accordance with the terms of thereof; and (E) when used with respect to any subsequent intercreditor agreement by and between any Lender, the Agency, the PILOT Trustee and the Bond Trustee, then such agreement.

“**Interest Account**” shall mean the Account established in the Bond Fund pursuant to Section 4.06 of the Master Indenture.

“**Interest Accrual Period**” shall mean the period during which a Bond accrues interest payable on any Interest Payment Date, commencing on the last Interest Payment Date to which interest has been paid (or, if no interest has been paid in such Mode, commencing on the date of original authentication and delivery of such Bond, or the Mode Change Date, as the case may be) to, but not including, the Interest Payment Date on which interest is to be paid.

“**Interest Coverage**” shall mean with respect to each Bond in the Commercial Paper Mode, a dollar amount determined in accordance with the following formula:

$$((R \times P) \div 365) \times (D + 15)$$

Where:

R = Commercial Paper Rate, applicable to such Bond

P = Principal amount of Bonds bearing interest at such Commercial Paper Rate

D = Duration (in days) of the Interest Period applicable to such Bond

“**Interest Payment Date**” shall mean, when used with respect to Multi-Modal Bonds:

- (a) with respect to Bonds in the Commercial Paper Mode, the Purchase Date;
- (b) with respect to Bonds in the Daily Mode or Weekly Mode, the first Business Day of each month;
- (c) with respect to Bonds in the Long Term Mode (1) each January 1 and July 1 prior to the Purchase Date and (2) the Purchase Date;
- (d) with respect to Bonds in the Fixed Mode, each January 1 and July 1;
- (e) any Mode Change Date;
- (f) any Mandatory Tender Date; and
- (g) the Maturity Date; and

when used with respect to Bonds other than Multi-Modal Bonds, the dates specified in the Supplemental Indenture upon which interest on such Bonds is payable.

“**Interest Period**” shall mean the period of time that any interest rate remains in effect for the Bonds, which period:

- (a) with respect to Bonds in the Commercial Paper Mode, shall be a period of at least one day, but not more than 270 days, established pursuant to Section 2.16(c) of the Master Indenture;
- (b) with respect to Bonds in the Weekly Mode, shall be from and including the first day that the Bonds become subject to the Weekly Mode to and including the following Tuesday and thereafter commencing on each Wednesday to and including Tuesday of the following week; *provided that* in the case of a conversion from a Weekly Mode to a different Mode, the last Interest Period prior to conversion shall end on the last day immediately preceding the Mode Change Date;
- (c) with respect to Bonds in the Long Term Mode, initially, shall be a period of one year or more from and including the Mode Change Date to, but not including, the Purchase Date established pursuant to Section 2.16(c) of the Master Indenture, and thereafter shall be the period of one year or more from and including such Purchase Date to, but not including, the next Purchase Date or Maturity Date established by the Remarketing Agent pursuant to Section 2.16(c) of the Master Indenture;
- (d) with respect to Bonds in the Fixed Mode, shall be from and including the Mode Change Date for those Bonds to, but not including, the Maturity Date for those Bonds; and
- (e) with respect to Bonds in the Daily Mode, the period from and including each Business Day during which the Bonds are in the Daily Mode to, but excluding, the next Business Day.

In no event shall an Interest Period for any Bond extend beyond the Maturity Date for that Bond or the day preceding any Mandatory Tender Date for that Bond.

“Interest Portion” shall mean the amount available under the Bond Support Facility securing Bonds in the Commercial Paper Mode to pay interest on such Bonds while in the Commercial Paper Mode.

“Interest Rate” shall mean, when used with respect to Multi-Modal Bonds, a Daily Rate, a Weekly Rate, a Long Term Rate, a Fixed Rate, Auction Rate or a Commercial Paper Rate, as the context requires.

“Issuer” shall mean the Agency.

“Issuer Fee” shall mean the SIDA Fee.

“Joint Disbursement Agreement” shall mean, with respect to proceeds of the Initial Bonds, the Joint Disbursement Agreement, annexed as a supplement to the Expansion Collection Account Agreement, acknowledged by the Bond Trustee and the Agency.

“Junkyard Tax” shall mean, with respect to the Existing Carousel Center site (as described in the Existing PILOT Agreement), \$287,000.00 in 2000. Such amount shall be payable annually and increase four percent (4%) per annum thereafter, compounded annually commencing on July 1, 2001.

“Junkyard Tax Deposit” shall mean \$9,239,198.30.

“LA” or “Leasable Area” shall have the meaning give to such term in the Approving Legislation.

“Lakefront” shall mean the area of the City of Syracuse adjacent to Onondaga Lake and commonly referred to as the Lakefront area.

“Lakefront Development Fee” shall mean an amount equal to \$5,400,000 payable to the Agency pursuant to the Approving Legislation from proceeds of the Series 2007 Bonds.

“Land” shall mean that area of land located in the City of Syracuse, County of Onondaga, generally bounded by Onondaga Lake to the north, Interstate Route 81 to the east, W. Bear Street to the south and N.Y.S. Barge Canal to the west, totaling approximately 140 acres.

“Lease” shall mean any lease, sublease or subsublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, subsublease, or other agreement entered into in connection with such lease, sublease, subsublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

“Legal Requirements” shall mean the Approving Legislation, the Road Acceptance Ordinance and all other federal, state, county, local, municipal and other governmental statutes, laws, rules, orders, permits, licenses, regulations, codes, ordinances, judgments, decrees, directives and injunctions applicable to the Carousel Expansion or the Public Improvements or the use thereof, whether now or hereafter enacted or in force, ordinary or extraordinary, foreseen or unforeseen, and all covenants, agreements, restrictions, conditions and encumbrances contained in any instrument applicable to the Land, the Additional Land or the Public Improvements and including, without limitation, such sign-offs, acceptances and approvals as any governmental agency (other than the Agency) having jurisdiction may require and, with respect to any Public Infrastructure Improvements, the requirements of the applicable governmental body that will take title thereto.

“Lender” shall mean any construction lender, liquidity provider, mezzanine lender or permanent lender for Carousel Center or Expansion Parcel (including, without limitation, its successors and permitted assigns under the related loan), as the case may be, and following the completion of an Enforcement Action by such Lender, any Qualified Transferee of such Lender.

“Letter of Representations” shall mean the Blanket Letter of Representations dated March 30, 1995, addressed to DTC.

“Lien” shall mean any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to, the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar encumbrances, affecting real property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has acquired or

holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Limited Partner” shall mean Carousel Enterprises Company LLC, a Delaware limited liability company that owns a ninety-eight percent (98%) limited partnership interest in the Carousel Owner.

“Liquidity Facility” shall mean a letter of credit, standby bond purchase agreement or other similar liquidity support, or any combination of the foregoing, delivered in accordance with the terms and conditions of Section 2.14 of the Master Indenture, including any Substitute Liquidity Facility.

“Liquidity Provider” shall mean the issuer or provider of any Liquidity Facility in accordance with the provisions of Section 2.14 of the Master Indenture.

“Liquidity Provider Documents” shall mean the principal documents delivered by any Liquidity Provider in connection with a Liquidity Facility.

“Loan to Value Ratio” shall mean the percentage obtained by dividing the then outstanding principal balance of the specified Indebtedness by the fair market value of Carousel Center set forth in the most recent Appraisal.

“Local Collection Account” shall mean the local collection account established with Manufacturers and Traders Trust Company or any successor pursuant to the CMBS Cash Management Arrangements.

“Long Term Bond” shall mean any Bonds while in the Long Term Mode.

“Long Term Mode” shall mean the Mode (other than the Fixed Mode) in which the interest rate on the Bonds is determined for a period of one year or longer.

“Long Term Rate” shall mean the per annum interest rate for a term of one year or more to be borne by Bonds on and after a Mode Change Date for such Bonds to a Long Term Mode, which rates shall be determined in accordance with Section 2.15(c) of the Master Indenture.

“Majority of Holders” shall mean the Beneficial Owners of more than fifty percent (50%) of the principal amount of a Series of Bonds Outstanding (or, as expressly required in the related Bond Document, all Outstanding Bonds). So long as the Initial Bond Insurer is not in material default of its obligations under the Bond Insurance Policy with respect to the Series 2007B Bonds, the Initial Bond Insurer shall be deemed to be the Beneficial Owner of the Series 2007B Bonds for purposes of any consent or approval of, or direction by, a Majority of Holders. In the event that the Supplemental Indenture pursuant to which a Series of Additional Bonds is issued provides that the Credit Support Provider with respect to such Series of Additional Bonds shall have the rights of the Beneficial Owners of the Series of Bonds secured by such Credit Support, the Credit Support Provider shall be deemed to be the Beneficial Owner of such Series of Additional Bonds so long as the Credit Support Provider is not in material default of its obligations under the Credit Support for such Series of Additional Bonds. Consent or approval of a Beneficial Owner shall be as evidenced by an instrument or instruments executed by said Beneficial Owner in accordance with Section 11.01 of the Master Indenture, and received by the Bond Trustee. The Bond Trustee shall be entitled to rely upon the accuracy of any such instruments. The Bondholder Representative, if any (and if no Bondholder Representative shall be appointed, Carousel Owner) shall be responsible for obtaining any such instruments from a Majority of Holders.

“Make-Whole Premium” shall mean the premium, if any, payable upon optional redemption of all or any part of any Current Interest Bond determined in accordance with the Supplemental Indenture pursuant to which such Series of Current Interest Bonds was issued.

“Management Agreement” shall mean (i) prior to the transfer of the vendee title interest under the applicable Installment Sale Agreement to a Qualified Transferee in connection with any Enforcement Action in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable, or the completion of an Enforcement Action that results in the transfer of a direct or indirect ownership interest in the applicable Obligor, in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable, any management or similar agreement between the applicable Pyramid Entity and a Qualified Manager for management of the Property of such Pyramid Entity; and (ii) subsequent to the transfer of the vendee title interest under the applicable Installment Sale Agreement to a Qualified Transferee in connection with any Enforcement Action in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable, any management or similar agreement between the Qualified Transferee and a Qualified Manager for management of the Property of such Qualified Transferee; and subsequent to the completion of an Enforcement Action that results in the transfer of a direct or indirect ownership interest in the applicable Obligor, in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable, any management or

similar agreement between the applicable Obligor and a Qualified Manager for management of the Property of such Obligor.

“**Manager**” shall mean Pyramid Management Group, LLC, a New York limited liability company, together with its successors and permitted assigns.

“**Mandatory Tender Date**” shall mean, when used with respect to a Series of Variable Rate Bonds, the date specified in Section 2.15(g) of the Master Indenture and any other date in the Supplemental Indenture pursuant to which such Series of Variable Rate Bonds was issued.

“**Master Indenture**” or “**Indenture**” shall mean the Master Indenture of Trust dated as of February 1, 2007, by and between the Agency and the Bond Trustee, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, and as further amended, supplemented or modified from time to time in accordance with its terms.

“**Material Adverse Effect**” shall mean, with respect to a Person, a material adverse effect upon (i) the business, operations, properties, assets or condition (financial or otherwise) of such Person; (ii) the ability of such Person to perform, or of the PILOT Trustee or the Bond Trustee, as the case may be, to enforce, any of the Bond Documents against any Obligor; or (iii) the aggregate value of the Property of such Person securing Indebtedness thereof.

“**Material Lease**” shall mean any Lease in which the space demised under such Lease is equal to or greater than eighty thousand (80,000) rentable square feet.

“**Maturity Date**” shall mean the maturity date for any Bond specified on the face of such Bond.

“**Maximum Interest Rate**” or “**Maximum Rate**” shall mean the lesser of (a) twelve percent (12%) per annum, or (b) the maximum interest rate permitted by law.

“**Mayor**” shall mean the Mayor of the City.

“**Memorandum of Sale Agreement**” shall mean, when used with respect to the Expansion Installment Sale Agreement, the Memorandum of Installment Sale Agreement, dated as of February 1, 2007 between the Agency and the Expansion Owner; when used with respect to the Carousel Installment Sale Agreement, the Memorandum of Installment Sale Agreement, dated as of December 31, 2005 between the Agency and the Carousel Owner.

“**Mezzanine Lender**” shall mean: (i) prior to January 27, 2012, when used with respect to Existing Carousel Center, Citigroup Global Markets Realty Corp., in its capacity as the initial mezzanine lender with respect to the Mezzanine Loan, and its successors and assigns, and when used with respect to any Phase of Carousel Expansion, a lender under a Mezzanine Loan and its successors and assigns; (ii) on and after January 27, 2012, the First Mezzanine Lender and/or the Second Mezzanine Lender, as applicable; and (iii) any other Institutional Lender providing a Mezzanine Loan.

“**Mezzanine Loan**” shall mean: (i) prior to January 27, 2012, with respect to Existing Carousel Center, the mezzanine loan in the principal amount of \$100,000,000 made by the Citigroup Global Markets Realty Corp. to the Carousel Enterprises Company LLC and when used with respect to any Phase, any mezzanine loan made with respect thereto; (ii) on and after January 27, 2012, but before June 6, 2014, the mezzanine loans in the aggregate principal amount of \$145,000,000 made by CPPIB Credit Investments Inc. to Carousel Enterprises Company LLC and Destiny Enterprises Company LLC and any refinancing thereof in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable, and the mezzanine loans in the amount of \$45,000,000 made by BREF III Series B LLC to CLG MezzCo LLC, and any subsequent assignee, successors or assigns of either CPPIB Credit Investments Inc. or BREF III Series B LLC in accordance with the terms of the Intercreditor Agreement and any refinancing thereof in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable; (iii) on and after June 6, 2014 and prior to a new mezzanine loan or refinancing thereof, the mezzanine loans in the aggregate principal amount of \$200,000 made by JPMorgan Chase Bank, National Association, to Carousel Enterprises Company LLC and Destiny Enterprises Company LLC in accordance with the terms of the Intercreditor Agreement and any refinancing thereof in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable; and (iv) thereafter, any mezzanine loan or refinancing thereof made with respect to the Existing Carousel Center or the Carousel Expansion, as applicable.

“**Mezzanine Loan Agreement**” shall mean: (i) prior to January 27, 2012, when used with respect to Existing Carousel Center, the Amended and Restated Mezzanine Loan Agreement dated as of February 15, 2007 by and between Mezzanine Lender and Carousel Enterprises Company, LLC, as amended, restated or supplemented from time to time, and, when used with respect to a Phase, the loan agreement entered into by and between a Carousel Owner or Affiliate thereof and the respective Mezzanine Lender; (ii) on and after January 27, 2012, but

prior to June 6, 2014, when used with respect to Existing Carousel Center or the Carousel Expansion, as applicable, the Mezzanine Loan Agreement dated as of June 6, 2014 and prior to a new mezzanine loan or refinancing thereof between Carousel Enterprises Company LLC, as borrower, and JPMorgan Chase Bank, National Association, as lender; and the Mezzanine Loan Agreement dated as of June 6, 2014 between Destiny Enterprises Company LLC, as borrower, and JPMorgan Chase Bank, National Association, as lender, as each may be amended, restated or supplemented from time; and (iii) thereafter, any mezzanine loan agreement entered into in connection with the First Mezzanine Loan or the Second Mezzanine Loan or any other mezzanine loan with respect to the Existing Carousel Center or the Carousel Expansion, as applicable.

“**Mode**” shall mean the Auction Mode, the Commercial Paper Mode, the Daily Mode, the Weekly Mode, the Long Term Mode or the Fixed Mode, as the context may require.

“**Mode Change**” shall mean, when used with respect to Multi-Modal Bonds, the conversion from one Mode to another Mode pursuant to Section 2.15(e) of the Master Indenture.

“**Mode Change Date**” shall mean the date one Mode terminates for the Bonds and another Mode for such Bonds begins.

“**Moneys**” shall mean, (a) with respect to a Person, all of such Person’s rights, title and interest, whether now owned or hereafter acquired, in, to and under (i) all “money” as defined in the UCC, and (ii) all moneys, cash or other items of legal tender generated from the use or operation of such Person’s Property and, (b) when used with respect to Carousel Center, shall mean Moneys of Carousel Owner (described in clauses (a)(i) and (ii)) received from all accounts (as defined in the UCC) now owned or hereafter acquired by Carousel Owner and arising out of or in connection with the operation of Carousel Center and all other accounts described in the Management Agreement with respect to Carousel Center and all present and future accounts receivable, inventory accounts, chattel paper, notes, insurance policies, Instruments of the Carousel Owner, Documents of the Carousel Owner or other rights to payment and all forms of obligations owing at any time to the Carousel Owner thereunder, whether now existing or hereafter created or otherwise acquired by or on behalf of the Carousel Owner, and all “proceeds” (as defined in the UCC, including, without limitation, all of the Carousel Owner’s right, title and interest in and to proceeds, product, offspring, rents, profits or receipts, in whatever form, arising from the Leases, Rents, Equipment subject to the Carousel Installment Sale Agreement and Carousel Center) thereof and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter of any of the foregoing.

“**Moody’s**” and “**Moody’s**” shall mean Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns.

“**Mortgage**” shall mean a Collateral Mortgage encumbering all or a portion of Carousel Center.

“**Mortgagee**” shall mean the Lender under a Collateral Mortgage.

“**Multiemployer Plan**” shall mean a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, subject to Title IV of ERISA, to which the Carousel Owner or any ERISA Affiliate is making or accruing an obligation to make contributions, or any within any of the preceding five (5) plan years made or accrued an obligation to make contributions.

“**Multi-Modal Bonds**” shall mean any Bonds or Series of Bonds under a Supplemental Indenture which provides for such Bonds to be in one or more Modes.

“**New Mode**” shall mean the Mode to which the Bonds are to be changed in accordance with Section 2.15 of the Master Indenture.

“**Notice**” shall mean notice provided in accordance with the provisions of Section 11.03 of the Master Indenture.

“**Notice Parties**” shall mean the Agency, the Carousel Owner, the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative and any other Bond Support Facility Provider with respect to the Series of Bonds subject to Notice.

“**Obligor**” shall mean Carousel Owner (with respect to Carousel Center) and Expansion Owner (with respect to the Expansion Parcel).

“**Officer’s Certificate**” shall mean the certificate of an Authorized Representative of Carousel Owner.

“**Operating Expenses**” shall mean the total of all expenditures of whatever kind, computed on an accrual basis in accordance with Acceptable Accounting Principles relating to the operation, maintenance and management of the Carousel Center.

“Opinion of Counsel” shall mean a written opinion of an attorney or firm of attorneys, who may be counsel for the Carousel Owner, Expansion Owner or other party on whose behalf the opinion is being delivered, but shall not be a full-time employee of either the Carousel Owner, Expansion Owner or the Bond Trustee.

“Ordinance” shall mean the Ordinance No. 32 of 2002 of the City.

“Ordinary Services” and **“Ordinary Expenses”** shall mean those services normally rendered and those expenses normally incurred by a trustee, the Bondholder Representative or paying agent or tender agent, as the case may be, under instruments similar to the Master Indenture, including reasonable fees and disbursements of counsel for the Bond Trustee or the Bondholder Representative.

“Other Borrowings” shall mean, with respect to a Person, without duplication (but not including the Indebtedness, the PILOT Notes, if any, any other notes issued under the PILOT Agreement) (i) all Indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (ii) all Indebtedness for such Person evidenced by a note, bond, debenture or similar instrument, (iii) the face amount of all letters of credit issued for the account of such Person and, without duplication, all unreimbursed amounts drawn thereunder, and obligations evidenced by bankers’ acceptances, (iv) all Indebtedness of such Person secured by a Lien on any Property owned by such Person (whether or not such Indebtedness has been assumed), (v) all contingent obligations of such Person, (vi) liabilities and obligations for the payment of money relating to a capitalized lease obligation or sale/leaseback obligation, (vii) liabilities and obligations representing the balance deferred and unpaid of the purchase price of any Property or services, except those incurred in the ordinary course of such Person’s business that would constitute ordinarily a trade payable to trade creditors; and (viii) all payment obligations of such Person under any interest rate protection agreement (including without limitation, any interest rate swaps, caps, floors, collars or similar agreements) and similar agreements.

“Other PILOT Bonds” shall mean PILOT Revenue Bonds issued from time to time by the Agency pursuant to the Approving Resolution, the debt service of which is secured by and payable from PILOT Payments in a Constructed Phase of Carousel Expansion.

“Other Swap Payments” shall mean any payments to be made by the Carousel Owner pursuant to a Qualified Swap other than the Regularly Scheduled Swap Payments and Swap Termination Payments, and shall include any other fees, expenses, indemnification payments or other payments due thereunder and shall, for the purpose of determining amounts due and amounts to be deposited in the Second Lien Bond Fund, include any accrued but unpaid Other Swap Payments, including any interest due on such unpaid amounts.

“Outside Completion Date” shall have the meaning given to such term in the Approving Legislation.

“Outstanding” or **“Bonds Outstanding”** or **“Outstanding Bonds”** shall mean all bonds which have been authenticated by the Bond Trustee and delivered by the Agency under the Master Indenture, or any supplement thereto, except: (a) any Bond canceled by the Bond Trustee because of payment or redemption prior to maturity; (b) any Bond deemed paid in accordance with the provisions of the Master Indenture, except that any such Bond shall be considered Outstanding until the maturity date thereof only for the purposes of being exchanged or registered; and (c) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to the Master Indenture, unless proof satisfactory to the Bond Trustee is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been authenticated and delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond so substituted and replaced and the Bond or Bonds so authenticated and delivered in lieu thereof or in substitution therefor shall be deemed Outstanding.

“Owned GLA” shall mean, as of February 1, 2007, approximately 1.24 million square feet of gross leasable area of Carousel Center which is beneficially owned by the Carousel Owner.

“Parity Reimbursement Obligation” shall have the meaning set forth in Section 2.14 of the Master Indenture.

“Parity Swap Obligation” shall have the meaning set forth in Section 2.14(f) of the Master Indenture.

“Parking Easement” shall mean the Construction and Parking Easement Agreement, dated as of December 28, 2005, by and between Carousel Owner and Parking Owner, which was recorded on December 30, 2005 in the Onondaga County Clerk’s Office in Liber 4922 of Deeds, at page 3, as amended by Construction and Parking Easement Agreement Amendment Number 1, dated as of February 27, 2007, by and between Carousel Owner and Parking Owner, as the same may be amended from time to time.

“Parking Facility Purchase Price” shall mean shall mean, as of any date upon which the Parking Facility Purchase Price is payable, PILOT Payments with respect to the Parking Parcel set forth in the Election Notice delivered by the Parking Owner, then due and payable pursuant to the PILOT Agreement and the amounts then due

and payable at any time to discharge the obligations of the Parking Owner described in Sections 7.3 and 8.11 of the Parking Installment Sale Agreement (without regard to whether the Parking Owner or the Agency has the right to terminate the Parking Installment Sale Agreement at the time in question).

“Parking Installment Sale Agreement” shall mean the installment sale agreement dated as of February 1, 2007 between the Parking Owner and the Agency, as amended by the First Amendment to the Parking Installment Sale Agreement, as the same may be amended, restated or supplemented from time to time.

“Parking Owner” shall mean Destiny USA Land Company LLC.

“Parking Owner Documents” shall mean the Parking Partial Assignment, the Parking Installment Sale Agreement, the PILOT Agreement as it relates to the Parking Parcel, the Reimbursement Agreement and other certificates and documents executed and delivered by the Parking Owner in connection with the financing of the Parking Parcel and Parking Project Facility or the grant of Financial Assistance by the Agency with respect thereto.

“Parking Parcel” shall mean the portion of the Land (described in Exhibit A to the Parking Installment Sale Agreement) upon which the Public Parking Improvements undertaken in connection with the First Phase are to be constructed and installed.

“Parking Partial Assignment” shall mean the Partial Assignment and Assumption Agreement dated as of February 1, 2007 among PCO, the Agency and Parking Owner, as amended or restated from time to time in accordance with the SIDA Agreement.

“Parking Project Facility” shall mean collectively the Public Parking Improvements to be constructed or located on the Parking Parcel and the Equipment to be installed thereon, all undertaken by the Parking Owner as agent of the Agency pursuant to the Parking Installment Sale Agreement.

“Paying Agent” shall mean Manufacturers and Traders Trust Company, a banking corporation duly organized and existing, and having the power and authority to accept and execute trusts under the laws of the State of New York, and any successor or additional Paying Agents.

“PCO” shall mean the Pyramid Company of Onondaga, a New York general partnership.

“Performance Escrow Account” shall mean the account of that designation established by the Cash Management Agreement.

“Permitted Encumbrances” shall mean, when used with respect to a parcel of Land, collectively (i) the Lien created by a Collateral Mortgage of record; (ii) all Liens and other matters disclosed on the Title Insurance Policy concerning Existing Carousel Center or in the title insurance policy with respect to any other parcel of Land; (iii) Liens, if any, for impositions imposed by any Governmental Authority not yet delinquent or being contested in good faith and by appropriate proceedings and in accordance with any requirements imposed by any Collateral Mortgage of record; (iv) Liens created pursuant to the Parking Easement, the Reciprocal Easement Agreement, the PILOT Agreement, the PILOT Mortgages, the PILOT Assignment and the Installment Sale Agreement; (v) mechanic’s or materialmen’s Liens, if any, being contested in good faith and by appropriate proceedings and in accordance with the applicable Installment Sale Agreement and any requirements imposed by any Collateral Mortgage of record, provided that no foreclosure has been commenced by the Lien claimant; (vi) rights of existing and future tenants as tenants only pursuant to Leases; and (vii) Liens for public utilities, which Liens and encumbrances referred to in clauses (i)-(vii) above do not materially and adversely affect (1) the ability of the beneficial owner of the Property subject to such Lien to pay in full its obligations with any interest thereon in a timely manner, or (2) the use of the Property subject to such Lien for the use currently being made thereof or the use intended to be made thereof as provided in the applicable Installment Sale Agreement, the operation of the Property subject to such Lien as currently being operated or intended to be operated as provided in the applicable Installment Sale Agreement or the value of the Property subject to such Lien.

“Permitted Fund Manager” shall mean any Person that on the date of determination is a nationally-recognized manager of investment funds investing in debt or equity interests relating to commercial real estate, provided such entity is (A) investing through a fund with committed capital of at least \$250,000,000; and (B) not subject to a voluntary or involuntary proceeding or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors.

“Permitted Transfer” shall mean, with respect to Carousel Center or any Phase, any transfer permitted under Section 14.02 of the SIDA Agreement, or any other transfer approved by the Agency.

“Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Phase**” shall mean the First Phase, but excluding Existing Carousel Center.

“**PILOT Agreement**” shall mean the Payment-in-Lieu-of-Tax Agreement dated as of December 31, 2005, among the Carousel Owner, the Expansion Owner, the City and the Agency and any other Obligor thereunder which from time to time delivers an Election Notice in accordance with the PILOT Agreement with respect to the portion of the Land upon which a Phase is constructed or is to be constructed, as amended by the First Amendment to PILOT Agreement, the Second Amendment to PILOT Agreement and the Third Amendment to PILOT Agreement, and as the same may be amended, restated or modified from time to time in accordance with its terms.

“**PILOT Assignment**” shall mean the PILOT Assignment and Escrow Agreement dated as of December 31, 2005, by and among the Agency, the PILOT Trustee, the Bond Trustee, the City and the County, as amended by the First Amendment to PILOT Assignment and as the same may be amended, restated or modified from time to time in accordance with its terms.

“**PILOT Benefit Term**” shall mean (a) with respect to the Existing Carousel Center, a term beginning January 1, 2006 and ending on December 31, 2035, or such earlier date as the Carousel Owner may request, provided that, in any event, the PILOT Benefit Term with respect to the Existing Carousel Center shall end on the earlier date, if any, upon which the 2000 SIDA Bonds are paid in full, whether by redemption, defeasance or acceleration; provided that a refinancing, in whole, by the Agency of then outstanding 2000 SIDA Bonds shall not constitute payment in full for purposes of this definition; and (b) with respect to any Subsequent Phase, a term of thirty (30) years (or such shorter term as the applicable Pyramid Entity may request) commencing on the earlier of (i) the date such Subsequent Phase becomes a Constructed Phase, or (ii) the date of issuance by the Agency of the respective Constructed Phase SIDA Bonds, in each case, upon the occurrence of such date, the new PILOT Benefit Term may be established by supplement to the Election Notice of the applicable Pyramid Entity delivered pursuant to the PILOT Agreement (without further approval by the City and County), provided that, in any event, the PILOT Benefit Term for each Subsequent Phase shall end on the earlier date, if any, upon which the respective Constructed Phase SIDA Bonds are paid in full, whether by redemption, defeasance or acceleration; *provided that* a refinancing, in whole, by the Agency of the then outstanding respective Constructed Phase SIDA Bonds shall not constitute payment in full for purposes of this definition. At the end of each respective PILOT Benefit Term applicable to a parcel of Land or Existing Carousel Center, as the case may be, the remaining balance, if any, of the PILOT Term for the respective parcel or Existing Carousel Center shall automatically convert to a PILOT Runoff Term.

“**PILOT Fund**” shall mean the fund of that designation established by the PILOT Assignment into which the PILOT Trustee shall deposit all payments made to it pursuant to the PILOT Agreement and the PILOT Assignment and any other amounts required to be deposited therein pursuant to the provisions of the PILOT Assignment.

“**PILOT Fund Account**” shall mean the separate accounts established from time to time by the PILOT Trustee within the PILOT Fund corresponding to each of the Election Notices delivered to the Agency under the PILOT Agreement by the respective Obligors thereunder.

“**PILOT Land Term**” shall mean, for the term of years beginning when a parcel of the Land (other than the portion of the Land constituting the Existing Carousel Center site as of December 20, 2000) becomes subject to the PILOT Agreement and ending on the commencement of the PILOT Benefit Term for such parcel; *provided, however,* that to the extent the PILOT Benefit Term for a particular parcel of Land does not commence by the Outside Completion Date, the remaining balance, if any, of the PILOT Term applicable to such parcel of Land under the PILOT Agreement shall automatically convert to a PILOT Runoff Term on the Outside Completion Date.

“**PILOT Mortgage(s)**” shall mean an amended and restated mortgage and security agreement dated as of October 19, 2016 given by the Agency and the Carousel Owner for the benefit of the Agency substantially in the form attached to the PILOT Agreement as Exhibit D encumbering their respective interests in Existing Carousel Center described therein and securing the payment of Carousel Center PILOTs, payable during any PILOT Year, as the same may be amended, supplemented or restated from time to time.

“**PILOT Mortgage Event of Default**” shall mean a failure of Carousel Owner to pay Carousel Center PILOTs for given PILOT year in accordance with the PILOT Agreement.

“**PILOT Note(s)**” shall mean an amended and restated promissory note dated October 19, 2016, payable by the Carousel Owner to the order of the Agency and endorsed or assigned to the PILOT Trustee, substantially in the form of Exhibit C attached to the PILOT Agreement, in a principal amount equal to the aggregate amount of Carousel Center PILOTs payable during any PILOT Year by the Carousel Owner to the PILOT Trustee pursuant to the PILOT Agreement, as the same may be amended, supplemented or restated from time to time.

“**PILOT Obligations**” shall mean obligations of Carousel Owner under the PILOT Agreement and PILOT Notes.

“**PILOT Payments**” shall mean payments in lieu of taxes made or required to be made by the respective Obligor with respect to Existing Carousel Center or a Constructed Phase under the PILOT Agreement.

“**PILOT Receipts**” shall mean the proceeds of any PILOT Payments required by the PILOT Agreement under any Election Notice including, without limitation, the Initial Series 2007 Bond Deposit, and any amounts paid by any third party to the PILOT Trustee on behalf of an Obligor as PILOT Payments.

“**PILOT Revenue Bonds**” shall mean, when used with respect to Existing Carousel Center, the Bonds secured in whole or in part by Carousel Center PILOTs and, when used with respect to any Constructed Phase, any of the Agency’s revenue bonds issued pursuant to the SIDA Agreement secured in whole or in part by PILOT Payments payable with respect to such Constructed Phase.

“**PILOT Runoff Term**” shall mean, with respect to Existing Carousel Center and each parcel of Land subject to the PILOT Agreement, the term of years equal to the period of time commencing on the end of the applicable PILOT Land Term or applicable PILOT Benefit Term, as the case may be, and ending on the date (i) (a) with respect to Existing Carousel Center, the financing and leasing arrangements executed in connection with the issuance of the 2000 SIDA Bonds expires, or (b) with respect to any Constructed Phase, the respective series of Constructed Phase SIDA Bonds expires; or (ii) if no such arrangements have been made for any parcel of Land subject to the PILOT Agreement, the then current expiration date set forth in the Election Notice delivered for such parcel under the PILOT Agreement.

“**PILOT Term**” shall mean, with respect to Existing Carousel Center and any other parcel of Land subject to the PILOT Agreement, the term of years requested by the applicable Pyramid Entity, from time to time, which shall equal the sum of the PILOT Land Term, if any, the PILOT Benefit Term, if any, and the PILOT Runoff Term, if any, but in no event shall any PILOT Agreement expire later than December 31, 2065.

“**PILOT Trustee**” shall mean Manufacturers and Traders Trust Company and its successors and assigns.

“**PILOT Year**” shall mean each calendar year commencing January 1, 2006.

“**Plan**” shall mean a Single Employer Plan or a Multiple Employer Plan.

“**Plans and Specifications**” shall mean, with respect to the First Phase, reconfiguration of Carousel Center and related Public Improvements, the Carousel Center Expansion – Retail Architectural Drawings dated February 28, 2005, prepared by Dal Pos Architects, LLC comprised of Sheets A0 1 A9.3, as amended in accordance with the Construction Loan Agreement and the SIDA Agreement.

“**Pledge and Assignment**” shall mean the Amended and Restated Pledge and Assignment dated as of October 1, 2016 by the Agency to the Bond Trustee with an acknowledgement by the Carousel Owner, as the same may be amended, supplemented or restated from time to time.

“**Pledged Bonds**” shall mean Variable Rate Bonds purchased with a draw on a Bond Support Facility and held by the Bond Trustee on behalf of the applicable Bond Support Facility Provider.

“**Pre-Issuance Costs**” shall have the meaning given to such term in Section 4.01 of the SIDA Agreement.

“**Principal Account**” shall mean the account to be so designated within the Bond Fund and established by Section 4.06 of the Master Indenture.

“**Principal Payment Date**” shall mean (a) with respect to the Series 2007B Current Interest Bonds and the Series 2016 Bonds, January 1; (b) with respect to any Series 2007B Bonds and any Series 2016 Bonds called for redemption, any Redemption Date; (c) with respect to the Series 2007B Capital Appreciation Bonds, the Maturity Date; and (d) with respect to any Series of Additional Bonds, the dates set forth therefor in the Supplemental Indenture pursuant to which such Series of Additional Bonds was issued..

“**Principal Reserve Account**” shall mean a principal reserve account to be established and maintained by the Carousel Owner with the Collateral Agent.

“**Principal Reserve Fund**” shall mean the Principal Reserve Fund so designated and established under Section 4.01 of the Master Indenture.

“**Principal Reserve Payment**” shall mean the sum of (i) that portion of any regularly scheduled Carousel Center PILOT payable prior to December 31, 2008 which is in excess of the amount of Accrued Debt Service accruing as of the first day of the month immediately following the month in which such Carousel Center PILOT was due, calculated for such purpose without regard to clauses (iv) and (v) of the definition thereof; (ii) that portion of any Default Payment which corresponds to clause (ii) of the definition of Default Amount; and (iii) that portion of any overdue Carousel Center PILOTs which, when paid, corresponds to amounts previously withdrawn from the

Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture as a result of the failure by the Carousel Owner to pay Carousel Center PILOTs when and in the amount due.

“Prior PILOT Agreement” shall mean the payment in lieu of tax agreement between Carousel Owner as successor to Pyramid Company of Onondaga and the Agency to which Carousel Center was subject from August 24, 1989 to and including December 31, 2005.

“Proceeds” shall mean any payments, awards, proceeds, distributions or consideration arising from a casualty to the buildings or improvements constituting Carousel Center or a Condemnation of all or a portion of Carousel Center.

“Prohibited Person” shall mean, with respect to a Person, (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”); (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

“Project” shall mean the Carousel Expansion and Public Improvements.

“Project Facility” shall mean the Existing Carousel Center, the Carousel Expansion, the Public Improvements and the Land.

“Project Fund” shall mean the Project Fund so designated and established under Section 4.01 of the Master Indenture.

“Property” shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Property Revenues” shall mean Rents and Moneys derived by Carousel Owner from Carousel Center.

“Public Improvement Costs” shall have the meaning given to such term in Section 4.01 of the SIDA Agreement.

“Public Improvement Project” shall mean acquisition, construction, improvement, equipping and completion of the Public Improvements.

“Public Improvements” shall mean, collectively, the Public Parking Improvements, the Public Use Improvements and the Public Infrastructure Improvements.

“Public Infrastructure Improvements” shall mean the highway, utility, drainage, site preparation (including, without limitation, the remediation and removal of any contaminated soils and groundwater) and other infrastructure improvements and appurtenances thereto, whether located on the Land or off site, necessary or desirable in connection with the construction and operation of Expanded Carousel as generally shown on Exhibit A attached to the Ordinance. The Public Infrastructure Improvements for a given Subsequent Phase shall be determined by mutual agreement of the Agency and the Carousel Owner, and such agreement shall not require the further amendment of the PILOT Agreement by the City or the County.

“Public Parking Improvements” shall mean pedestrian walkways from the Carousel Expansion to Harborside Drive, the surface parking, multi-level above-grade parking structures and below-grade parking structures, including, without limitation, earth work, site preparation (including, without limitation, the remediation and removal of any contaminated soils and groundwater), strong visual lines of access to Harborside Drive from the Carousel Expansion, aesthetically pleasing pedestrian-oriented access to Harborside Drive from the Carousel Expansion, curbing, paving, striping, drainage facilities, foundations, access ramps, sprinkler systems, electrical, lighting and other utilities work, vertical transportation, signing and appurtenances thereto necessary or desirable in connection with construction and operation of Expanded Carousel as generally shown on Exhibit A to the Ordinance. The Public Parking Improvements shall be designed, constructed and operated in accordance with applicable requirements, and in accordance with industry standards for similar facilities in the Northeast.

“Public Purposes” shall mean the State’s objective to create industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and to empower such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution

control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

“Public Use Improvements” shall mean any improvement or facilities which are (A) necessary or desirable in connection with construction and operation of Expanded Carousel, and (B) in furtherance of the public purposes of the Agency, such as, by way of example and not limitation, an indoor park or facilities or structures that promote tourism or display the historical or unique features and attractions of the Central New York region, the State or the United States, *provided that* nothing in this definition shall be construed to authorize the application of PILOT Payments or Bond proceeds to any Public Use Improvement, or use of such payments or proceeds in connection therewith, in a manner contrary to Applicable Law.

“Purchase Date” shall mean (a) during the Commercial Paper Mode or the Long Term Mode, the date determined by the Remarketing Agent on the most recent Rate Determination Date as the next date on which a Bond shall be subject to purchase, and (b) during the Daily Mode or the Weekly Mode, any Business Day.

“Purchase Fund” shall mean the Purchase Fund so designated and established under Section 4.01 of the Master Indenture.

“Purchase Price” shall mean (a) an amount equal to one hundred percent (100%) of the principal amount of any Bond purchased on any Purchase Date or (b) an amount equal to one hundred percent (100%) of the principal amount of any Bond purchased on a Mandatory Tender Date, plus, in the case of any purchase of a Variable Rate Bond in the Daily Mode or the Weekly Mode on a day that is not an Interest Payment Date, accrued interest, to the Purchase Date.

“Pyramid Entity” shall mean a permitted assignee of PCO under the SIDA Agreement which has executed and delivered a partial assignment and assumption agreement pursuant to the SIDA Agreement.

“Qualified Fixed Payor Swap” shall mean, to the extent from time to time permitted pursuant to law, with respect to Bonds of a particular Series, any financial arrangement (a) that is entered into by the Carousel Owner with an entity that is a Qualified Swap Provider at the time the arrangement is entered into; (b) which provides either (i) that the Carousel Owner shall pay, but only upon receipt by the Carousel Owner of any payment then due to the Carousel Owner from such entity, to such entity an amount based on the interest accrued on an amount equal either to the principal amount of such Bonds of such Series or a notional amount relating to all or a portion of the principal amount of such Series at a fixed rate (which need not be the same as the actual rate of interest borne by such Bonds) of interest set forth in such arrangement and that such entity shall pay to the Carousel Owner an amount based on the interest accruing at a variable rate on such actual or notional amount, or (ii) that one shall pay to the other any net amount due under such arrangement or such other similar arrangement (payments referred to in this clause (b) shall be referred to as the “Base Swap Payments”); and (c) which has been designated in writing to the Bond Trustee by an Authorized Representative of the Carousel Owner as a Qualified Fixed Payor Swap with respect to such Bonds.

“Qualified Fixed Receiver Swap” shall mean, to the extent from time to time permitted by law, with respect to Bonds of a particular Series, any financial arrangement (a) that is entered into by the Carousel Owner with an entity that is a Qualified Swap Provider at the time the arrangement is entered into; (b) which provides either (i) that the Carousel Owner shall pay, but only upon receipt by the Carousel Owner of any payment then due to the Carousel Owner from such entity, to such entity an amount based on the interest accrued on an amount equal either to the principal amount of such Bonds of such Series or a notional amount relating to all or a portion of the principal amount of such Series at a variable rate of interest computed according to a formula set forth in such arrangement and that such entity shall pay to the Carousel Owner an amount based on the interest accruing at a fixed rate (which need not be the same as the actual rate of interest borne by such Bonds) on such actual or notional amount, or (ii) that one shall pay to the other any net amount due under such arrangement or such other similar arrangement (payments referred to in this clause (b) shall be referred to as the “Base Swap Payments”); and (c) which has been designated in writing to the Bond Trustee by an Authorized Representative of the Carousel Owner as a Qualified Fixed Receiver Swap with respect to such Bonds.

“Qualified Manager” shall mean a reputable management company (a) having substantial experience in management of real property of a similar type, size and quality as Carousel Center in the State, (b) which as of the date of appointment is not subject to a bankruptcy or insolvency proceeding, and (c) if a Collateral Mortgage shall be in effect with respect to all or any part of Expanded Carousel, meets the requirements set forth in such Collateral Mortgage.

“Qualified Party” shall mean (1) in respect of any transfer of any Phase prior to Required Phase Completion, evidenced by the opening for business of occupants in said Required Phases, any entity which, together with Affiliated Companies owns or manages not less than ten million (10,000,000) square feet of GLA Threshold and (2) in respect of any transfer of Carousel Center or any Phase after Required Phase Completion, any entity

which, together with its Affiliated Companies owns or manages not less than five million (5,000,000) square feet of GLA Threshold

“Qualified Swap” shall mean either a Qualified Fixed Payor Swap or a Qualified Fixed Receiver Swap.

“Qualified Swap Provider” shall mean, with respect to a Series of Bonds, an entity whose senior long term obligations, other senior unsecured long term obligations or claims paying ability or whose payment obligations under an interest rate exchange agreement are guaranteed or insured by an entity whose senior long term debt obligations, other senior unsecured long term obligations or claims paying ability are rated at the time of execution of such Qualified Swap in the two (2) highest Rating Categories of any Rating Agency which rates such obligations.

“Qualified Transferee” shall mean (A) with respect to Existing Carousel Center or with respect to any Phase, a Lender for Existing Carousel Center or such Phase and any successors thereto, in whole or in part, whether by reason of merger, reorganization, acquisition, dissolution or otherwise, or the constituent entities from time to time thereof; or (B) one or more of the following:

- (1) a real estate investment trust, bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund or pension advisory firm, mutual fund, government entity or plan that satisfies the Eligibility Requirements;
- (2) an investment company, money management firm or “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an institutional “accredited investor” within the meaning of Regulation D under the Securities Act of 1933, as amended, that, in any case, satisfies the Eligibility Requirements;
- (3) an institution substantially similar to any of the entities described in clauses (B)(1) or (B)(2) above or (B)(5) below;
- (4) any entity Controlling or Controlled by or under common Control with any of the entities described in clause (A) or clauses (B)(1), (B)(2) or (B)(3) above or (B)(5), (B)(7), (B)(8) and (B)(9) below;
- (5) an investment fund, limited liability company, limited partnership or general partnership (a “Permitted Investment Fund”) where a Permitted Fund Manager or an entity that is otherwise a Qualified Transferee under clauses (A), (B)(1), (B)(2), (B)(3) or (B)(4) of this definition which is investing through a fund with committed capital of at least \$250,000,000 acts as the general partner, managing member or fund manager and at least fifty percent (50%) of the equity interest in such Permitted Investment Fund are owned, directly or indirectly, by one or more of the following: a Qualified Transferee, an institutional “accredited investor” within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended, and/or a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, provided such institutional “accredited investors” or “qualified institutional buyers” that are used to satisfy the fifty percent (50%) test set forth above in this clause (B)(5) satisfy the financial tests in clause (A) of the definition of Eligibility Requirements;
- (6) any Qualified Transferee that is acting in an agency capacity for a syndicate of lenders, provided more than fifty (50%) of the committed loan amounts or outstanding loan balance are owned by lenders in the syndicate that are Qualified Transferees;
- (7) a Qualified Trustee in connection with a securitization financing of the CMBS Loan or any direct or indirect interest therein;
- (8) a Qualified Party; or
- (9) an Institutional Lender.

Notwithstanding the foregoing, a Qualified Transferee shall exclude (1) from and after the consummation of an Enforcement Action that results in a change in the ownership of the vendee title interest under an Installment Sale Agreement, PCO, Carousel Center Company L.P., Destiny USA Holdings, LLC, Destiny USA Land Company, LLC or any Affiliate thereof or (2) from and after the consummation of an Enforcement Action that results in the transfer of a direct or indirect ownership interest in an Obligor, PCO or an Affiliate thereof.

“Qualified Trustee” means (i) a corporation, national bank, national banking association or a trust company, organized and doing business under the laws of any state of the United States of America, authorized under such laws to exercise corporate trust powers and to accept the trust conferred, having a combined capital and surplus of at least \$100,000,000 and subject to supervision or examination by federal or state authority or (ii) an institution insured by the Federal Deposit Insurance Corporation or (iii) an institution whose long-term senior

unsecured debt is rated either of the then in effect top two rating categories of each of the applicable Rating Agencies.

“**Rate Determination Date**” shall mean the date on which the interest rate(s) on the Bonds shall be determined, which:

- (a) in the case of the Commercial Paper Mode, shall be the first day of an Interest Period;
- (b) in the case of the Daily Mode, shall be the Business Day prior to the Closing Date and each Business Day thereafter;
- (c) in the case of the Weekly Mode, shall be the Business Day prior to the Mode Change Date, and thereafter, shall be each Tuesday or, if Tuesday is not a Business Day, the next succeeding day or, if such day is not a Business Day, then the Business Day next preceding such Tuesday;
- (d) in the case of the Long Term Mode, shall be a Business Day determined by the Remarketing Agent which shall be at least one Business Day prior to the first day of an Interest Period; and
- (e) in the case of the Fixed Mode, shall be a Business Day determined by the Remarketing Agent which shall be at least one Business Day prior to the Mode Change Date.

“**Rating Agency**” shall mean (a) with respect to any Series of Bonds, Fitch, Moody’s and S&P; (b) with respect to a Series of Additional Bonds, any other nationally recognized statistical rating organization (as such term is used in Rule 15c3-1 of the Securities and Exchange Commission) specified in the Supplemental Indenture pursuant to which such Series is issued; and (c) with respect to any Series of Bonds, any other nationally recognized statistical rating organization that, at Carousel Owner’s request, has a rating in effect on such Series of Bonds on such date.

“**Rating Category**” shall mean one of the generic rating categories of any Rating Agency without regard to any refinement or gradation of such rating by a numerical modifier or otherwise.

“**Rating Confirmation**” shall mean a written confirmation from two of the Rating Agencies (one of which shall be S&P if it is then rating any Outstanding Bonds) rating a specified Series of Bonds that the action in question will not result in a reduction or withdrawal of the rating, if any, then assigned by such Rating Agency to such Series of Bonds or to the underlying rating assigned by such Rating Agency to such Series of Bonds without regard to the Bond Insurance Policy or other Bond Support Facility.

“**Rebate Amount**” shall have the meaning given to such term in the Tax Compliance Agreement.

“**Rebate Fund**” shall mean the Rebate Fund so designated and established under Section 4.01 of the Master Indenture.

“**Recap**” shall have the meaning given to such term in Section 2.1(e) of the Expansion Installment Sale Agreement.

“**Reciprocal Easement Agreement**” or “**REA**” shall mean the Construction, Operation and Reciprocal Easement Agreement Declaration, dated as of February 27, 2007, made by the Carousel Owner (with the consent of the Agency), as the same may be amended, supplemented or restated from time to time.

“**Record Date**” shall mean, when used with respect to the Series 2007B Bonds and the Series 2016 Bonds, the close of business on the fifteenth day of the calendar month next preceding an Interest Payment Date or Principal Payment Date, and with respect to any Series of Additional Bonds or Refunding Bonds, the record date established pursuant to the applicable Supplemental Indenture authorizing such Series of Additional Bonds or Refunding Bonds.

“**Redemption Date**” shall mean, when used with respect to a Bond, the date on which the principal amount thereof shall be payable pursuant to the Indenture.

“**Redemption Fund**” shall mean the Redemption Fund so designated and established under Section 4.01 of the Master Indenture.

“**Redemption Price**” shall mean, when used with respect to optional redemption of any Current Interest Bonds unless otherwise set forth in the applicable Supplemental Indenture, the amount equal to one hundred percent (100%) of the principal amount of the Current Interest Bonds, plus the Make-Whole Premium, if any, plus the accrued interest, if any, thereon to the Redemption Date, and when used with respect to any other redemption of a Bond (other than in connection with optional redemption of a Current Interest Bond), the principal amount thereof plus the applicable premium, if any, plus accrued interest, if any, thereon to the Redemption Date unless otherwise set forth in the Supplemental Indenture pursuant to which such Bond was issued.

“Referral Agencies” shall mean the New York State Department of Labor, Community Services Division and the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Expansion Parcel and the Carousel Center are located.

“Refunding Bonds” shall mean the Series 2016 Bonds and otherwise shall have the meaning set forth in Section 2.06 of the Master Indenture.

“Regulatory Body” shall mean any federal, state or local government, department, agency or instrumentality (other than the Agency) and other public or private body, including courts, and accrediting organizations, having regulatory jurisdiction and authority over the Project Facility, the Agency, PCO or an Obligor, or facilities or operations of the Agency, PCO or an Obligor.

“Reimbursement Agreement” shall mean the Reimbursement Agreement dated as of February 1, 2007, among Carousel Owner, Expansion Owner and Parking Owner, as the same may be amended, supplemented or restated from time to time.

“Reimbursement Obligations” shall have the meaning set forth in Section 2.14 of the Master Indenture.

“Related Public Improvements” shall mean those Public Improvements related to a particular Phase or part of a Phase of the Carousel Expansion.

“Release” shall have the meaning given to such term in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and the regulations promulgated thereunder.

“Remarketing Agent” shall mean the remarketing agent appointed by the Agency with the consent of the Carousel Owner with respect to any Series of Variable Rate Bonds pursuant to the Supplemental Indenture pursuant to which such Variable Rate Bonds were issued.

“Remarketing Agreement” shall mean the agreement between the Remarketing Agent and the Carousel Owner applicable to a Series of Variable Rate Bonds.

“Remedial Work” shall have the meaning given to such term in Section 3.2(b)(i) of the Expansion Installment Sale Agreement and Section 3.2(b)(i) of the Carousel Installment Sale Agreement, and any amendments thereto, as applicable.

“Rents” shall mean all income, rents, issues, profits, revenues (including all oil and gas or other mineral royalties and bonuses), deposits (other than utility and security deposits) and other benefits from Carousel Center, excluding real property tax refunds or credits under the Empire Zone provisions of the State Tax Law, but including all of the Carousel Owner’s right, title and interest in and to proceeds, product, offspring, rents, profits or receipts, in whatever form, arising from the Leases, the Rents and the Equipment subject to the Carousel Installment Sale Agreement and Carousel Center.

“Required Phase” shall mean the First Phase and second phase and third phase of leasable area and related Public Improvements required to be commenced and completed by PCO pursuant to Section 2.01 of the SIDA Agreement.

“Required Phase Completion” shall mean Completion of construction of the Required Phases of the Carousel Expansion.

“Requisition” shall mean, in the event that no Joint Disbursement Agreement is then in effect, a request in the form of Exhibit A attached to the Master Indenture, for the disbursement of proceeds of Bonds from the Project Fund by the Bond Trustee.

“Reserve Account Credit Facility” shall mean any letter of credit, surety bond or insurance policy meeting the criteria set forth in Section 4.07 of the Master Indenture.

“Reserve Account Credit Facility Provider” shall mean the issuer or other provider of any Reserve Account Credit Facility.

“Resolution” shall mean Resolution No. 0015 of 2002 of the County.

“Revenue Fund” shall mean the Revenue Fund so designated and established under Section 4.01 of the Master Indenture.

“Road Acceptance Ordinance” shall mean Ordinance No. 602 of 2000 of the City, as amended.

“S&P” shall mean S&P Global Inc. and its successors and assigns.

“**Sale Term**” shall mean, with respect to an Installment Sale Agreement, the period commencing on the Effective Date thereof and continuing until December 31, 2065 or such earlier date as may be provided in the applicable Installment Sale Agreement.

“**Scheduled Completion Date**” shall mean (i) when used with respect to the First Phase, February 1, 2009, which date was extended to December 6, 2011 as the applicable date set forth in the column captioned “Outside Completion Date” within the First Extension Agreement and (ii) with respect to any Subsequent Phase, the scheduled completion date for such Subsequent Phase set forth in the Supplemental Indenture pursuant to which the Bonds were issued to finance the costs of such Phase, as such date has been extended by the First Extension Agreement and further extended by the Second Extension Agreement.

“**Scheduled Swap Payments**” shall mean those payments to be made by or to the Carousel Owner at regularly scheduled intervals or on regularly scheduled dates pursuant to a Qualified Swap and shall, for the purpose of determining amounts due and amounts to be deposited in the Bond Fund, include any accrued but unpaid Regularly Scheduled Swap Payments, including any interest due on such unpaid amounts.

“**Second Amendment to PILOT Agreement**” shall mean the Second Amendment to the PILOT Agreement dated as of January 27, 2012, among Carousel Owner, Expansion Owner and the Agency.

“**Second Amendment to Third Amended and Restated Installment Sale Agreement**” shall mean the Second Amendment to Third Amended and Restated Installment Sale Agreement dated as of January 27, 2012 between the Agency and Carousel Owner.

“**Second Extension Agreement**” shall mean the Second Extension Agreement dated as of December 6, 2011 between the Agency, PCO, Expansion Owner and Parking Owner.

“**Second Mezzanine Borrower**” shall mean prior to January 27, 2012, Carousel Enterprises Company II LLC; and on and after January 27, 2012, CLG MezzCo LLC, or such other borrower under a Second Mezzanine Loan.

“**Second Mezzanine Lender**” shall mean (i) prior to January 27, 2012, Citigroup Global Markets Realty Corp.; (ii) on and after January 27, 2012, but prior to June 6, 2014, BREF III Series B LLC; and (iii) on and after June 6, 2014, any subsequent assignee, its successors or assigns in accordance with the terms of the Intercreditor Agreement and any Lender refinancing the Second Mezzanine Loan or providing a new mezzanine loan of comparable lien priority in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable.

“**Second Mezzanine Loan**” shall mean (i) prior to January 27, 2012, a mezzanine loan in the amount of \$23,000,000 made by Citigroup Global Markets Realty Corp. to Carousel Enterprises Company II LLC; (ii) on and after January 27, 2012 but prior to June 6, 2014, the mezzanine loans in the aggregate amount of \$45,000,000 made by BREF III Series B LLC to CLG MezzCo LLC; and (iii) any permitted subsequent assignee, successors or assigns under the terms of the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable and any refinancing thereof or other mezzanine loan of comparable lien priority in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as applicable.

“**Second Supplemental Indenture**” shall mean the Second Supplemental Indenture to Master Indenture of Trust dated as of February 1, 2007, by and between the Agency and the Bond Trustee, as amended, restated or supplemented from time to time in accordance with its terms and the terms of the Master Indenture.

“**SEQR**” shall mean the State Environmental Quality Review Act and the regulations thereunder.

“**Serial Bonds**” shall mean the Multi-Modal Bonds maturing on the Serial Maturity Dates after conversion of the Multi-Modal Bonds to a Long Term Mode or Fixed Mode, as determined pursuant to Section 2.15(c) of the Master Indenture.

“**Serial Maturity Dates**” shall mean the dates on which the Serial Bonds mature, as determined pursuant to Section 2.15(c)(vii) of the Master Indenture.

“**Series**” or “**Series of Bonds**” shall mean the Initial Bonds and the Series 2016 Bonds and any designated series of Bonds issued pursuant to Section 2.01 or 2.05 of the Master Indenture.

“**Series 2007 Bonds**” shall mean the Series 2007A Bonds and the Series 2007B Bonds.

“**Series 2007A Bonds**” shall mean the \$228,085,000 City of Syracuse Industrial Development Agency PILOT Revenue Bonds, Series 2007A (Carousel Center Project) issued pursuant to the Master Indenture and the First Supplemental Indenture.

“**Series 2007A Current Interest Bonds**” shall mean the Series 2007A Bonds.

“**Series 2007A Defeasance Escrow Agreement**” shall mean the Refunding Escrow Trust Agreement, dated as of October 1, 2016, among the Agency, Carousel Owner and the Bond Trustee, as the same may be amended, modified or restated from time to time.

“**Series 2007B Bonds**” shall mean the \$97,648,352 City of Syracuse Industrial Development Agency PILOT Revenue Bonds, Taxable Series 2007B (Carousel Center Project) issued pursuant to the Master Indenture and the Second Supplemental Indenture.

“**Series 2007B Capital Appreciation Bonds**” shall mean the \$3,398,352 aggregate principal amount of Series 2007B Bonds issued as Capital Appreciation Bonds

“**Series 2007B Current Interest Bonds**” shall mean the \$94,250,000 aggregate principal amount of Series 2007B Bonds issued as Current Interest Bonds.

“**Series 2016 Bonds**” shall mean, collectively, the Series 2016A Bonds and the Series 2016B Bonds.

“**Series 2016A Bonds**” shall mean the \$198,940,000 City of Syracuse Industrial Development Agency Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) issued pursuant to the Master Indenture and the Fifth Supplemental Indenture.

“**Series 2016B Bonds**” shall mean the \$10,600,000 City of Syracuse Industrial Development Agency Taxable Refunding PILOT Revenue Bonds, Series 2016B (Carousel Center Project) issued pursuant to the Master Indenture and the Fifth Supplemental Indenture.

“**SIDA Agreement**” shall mean the Amended and Restated Agreement, dated as of December 31, 2005, by and between the Agency and PCO, as the same may be amended, modified or restated from time to time in accordance with its terms.

“**SIDA Fee**” shall mean the fee payable to SIDA upon issuance of the Initial Bonds pursuant to Section 3.01 of the SIDA Agreement.

“**Single Purpose Entity**” shall mean, a corporation, limited partnership or limited liability company which, at all times since its formation and thereafter satisfies the requirements, if any, set forth in the applicable Installment Sale Agreement relating to the contract vendee’s status as a single purpose entity.

“**Sinking Fund Installments**” shall mean (a) with respect to a Series of Bonds, an amount so designated which is established pursuant to the Supplemental Indenture authorizing such Series of Bonds; and (b) with respect to any Parity Reimbursement Obligations, the amount due thereunder as sinking fund installments payable on a parity with the Bonds attributable to any principal on Bonds purchased or otherwise paid from a related Bond Support Facility.

“**Special Carousel Obligations**” shall have the meaning ascribed thereto in the Intercreditor Agreement.

“**Special Expansion Obligations**” shall have the meaning ascribed thereto in the Expansion Interested Party Agreement.

“**Special Payment Date**” shall mean, with respect to the Bonds of any Series, such date as may be fixed by the Bond Trustee for the payment of defaulted interest, which Special Payment Date shall be determined in accordance with the Supplemental Indenture pursuant to which such Bonds are issued.

“**Special Payments Fund**” shall mean the Special Payments Fund so designated and established under Section 4.01 of the Master Indenture.

“**Special Record Date**” shall mean, with respect to the Bonds of any Series, such date as may be fixed by the Agency or the Bond Trustee for the determination of the registered Owner of any Bond of any Series for the purpose of the payment of defaulted interest, which Special Record Date shall be determined in accordance with the Supplemental Indenture pursuant to which such Bonds are issued.

“**Specified Prior Invested Costs**” shall have the meaning given to such term in Section 4.01 of the SIDA Agreement.

“**State**” shall mean the State of New York.

“**Subordinate Mortgage**” shall mean any mortgage encumbering all or a portion of Carousel Center that is subordinate in Lien to the Lien of the PILOT Mortgages.

“**Subordinate Series**” shall mean any Series of Additional Bonds which is subordinate to the Initial Bonds and the Series 2016 Bonds and any Additional Bonds issued on parity therewith with respect to the Lien on all or

any part of the Trust Estate, as set forth in the Supplemental Indenture pursuant to which such Series of Bonds was issued.

“Subsequent Phase” shall mean all or any Phase of the Carousel Expansion which the Carousel Owner or a Pyramid Entity determines to construct as the next Phase of the Carousel Expansion, and which is not, on the date of determination, constructed and open for business.

“Substitute Credit Support” shall mean a letter of credit, bond insurance policy, standby bond purchase agreement, surety bond, guaranty, portfolio of securities or other similar collateral, or any combination of the foregoing, delivered by Carousel Owner with respect to one or more Series of Bonds in substitution of a Credit Support then in effect for such Series and delivered in accordance with the terms and conditions of Section 2.14 of the Master Indenture.

“Substitute Credit Support Provider” shall mean the issuer or provider of any Substitute Credit Support delivered and accepted by the Bond Trustee in accordance with the provisions of Section 2.14 of the Master Indenture.

“Substitute Liquidity Facility” shall mean a letter of credit, standby bond purchase agreement or other similar liquidity support, or any combination of the foregoing, delivered by Carousel Owner with respect to one or more Series of Bonds in substitution of a Liquidity Facility then in effect for such Series and delivered in accordance with the terms and conditions of Section 2.14 of the Master Indenture.

“Substitute Liquidity Provider” shall mean the issuer or provider of any Substitute Liquidity Facility delivered and accepted by the Bond Trustee in accordance with the provisions of Section 2.14 of the Master Indenture.

“Supplemental Indenture” shall mean the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture or any other indenture supplemental to or amendatory of the Master Indenture, executed and delivered by the Agency and the Bond Trustee in accordance with Article VIII of the Master Indenture.

“Support Facility Bonds” shall have the meaning given to such term in Section 2.14(d)(i) of the Master Indenture, *provided, however*, that Bank Obligations shall not include any Bonds issued to or held by any Bond Support Facility Provider or its designee in any other capacity.

“Support Obligations” shall have the meaning provided in Section 2.14 of the Master Indenture.

“Swap Counterparty” shall mean a Qualified Swap Provider that has executed a Qualified Swap with the Carousel Owner.

“Swap Documents” shall mean the material documents executed and delivered in connection with the execution of a Qualified Swap.

“Swap Insurance” shall mean any policy of insurance, surety bond or other form of financial assurance issued by a Bond Insurer simultaneously with the issuance of a Bond Insurance Policy insuring Regularly Scheduled Swap Payments and/or Swap Termination Payments to be made by the Carousel Owner pursuant to a Qualified Swap.

“Swap Insurance Reimbursement Obligations” shall have the meaning provided in Section 2.14 of the Master Indenture.

“Swap Termination Payments” shall mean any payments to be made by or to the Carousel Owner pursuant to a Qualified Swap arising out of events of termination or default thereunder, and shall not include Regularly Scheduled Swap Payments and Other Swap Payments.

“Tankyard Tax” shall mean, with respect to any parcel of Land not part of the Existing Carousel Center site as of December 20, 2000, in which SIDA acquires from time to time (with the approval of the Carousel Owner) a controlling interest and which becomes subject to the PILOT Agreement, an amount equal to the product obtained by multiplying the tax rate in effect as of the date such Land becomes subject to the PILOT Agreement by the real property tax assessment for such Land in effect for the tax year 2000/2001; the amount so determined to increase four percent (4%) per annum thereafter, compounded annually.

Example: SIDA acquires Land not part of the Existing Carousel Center site. If the assessment on the Land in the City’s 2000/2001 fiscal year was \$100,000 the formula would be (100,000 x above referenced tax rate as of the date the parcel becomes subject to the PILOT Agreement = Tankyard Tax). The following year that Tankyard Tax would be increased four percent (4%) regardless of any change in the above tax rate. This amount would continue to compound at four percent (4%) per annum.

Assuming the above referenced \$100,000 2000/2001 assessment and tax rate of \$34/1000 of the assessment as of the date the parcel becomes subject to the PILOT Agreement, the following illustrates the formula:

Year 1 — \$100,000 x \$34/1000	=	\$3,400
Year 2 — \$3,400 x 1.04	=	\$3,536
Year 3 — \$3,536 x 1.04	=	\$3,677.44
Year 4 — \$3,677.44 x 1.04	=	\$3,824.54
Etc.		

“**Tax Compliance Agreement**,” shall mean: (i) with respect to the Series 2007A Bonds, the Tax Compliance Agreement, dated as of the date of delivery of the Series 2007A Bonds, between the Agency and the Expansion Owner, and joined in by the Carousel Owner, the Parking Owner and PCO for the limited purposes described therein, as same may be amended, supplemented or restated from time to time; and (ii) with respect to the Series 2016A Bonds, the Tax Compliance Agreement, dated as of the date of delivery of the Series 2016A Bonds, between the Agency, the Expansion Owner and the Carousel Owner, as the same may be amended, supplemented or restated from time to time.

“**Tax-Exempt Bonds**” shall mean Bonds the interest on which is excludable from gross income for federal income tax purposes.

“**Taxable Bonds**” shall mean Bonds the interest on which will be included in gross income for federal income tax purposes.

“**Taxable Property**” shall mean all those improvements, if any, in the Project Facility or otherwise constructed on the Land devoted principally to commercial office uses.

“**Taxing Authorities Fund**” shall mean the fund of that designation established by the PILOT Assignment.

“**Taxing Authorities Fund Account**” shall mean the separate accounts established in the Taxing Authorities Fund with respect to the Carousel Center PILOTs or PILOT Payments with respect to the Tankyard Tax or a Constructed Phase.

“**Taxing Authority**” shall mean the City and the County.

“**Tenant**” shall mean any occupant of the Project Facility which is, pursuant to the SIDA Agreement and the applicable Installment Sale Agreement, appointed as the agent of the Agency for the purposes of granting sales and use tax exemptions for the construction and installation of permanent improvements constituting a part of the Project Facility.

“**Tender Agent**” shall mean the Bond Trustee, and any additional tender agent for the Bonds appointed pursuant to Article VII of the Master Indenture, their respective successors and any other corporation which may at any time be substituted in their respective places pursuant to the Indenture.

“**Term Maturity Dates**” shall mean the dates on which Current Interest Bonds become subject to mandatory redemption from Sinking Fund Installments, as determined pursuant to Section 3.06 of the Master Indenture.

“**Termination Date**” shall mean the earliest of (i) December 31, 2065, (ii) the date requested by the Carousel Owner or a Pyramid Entity pursuant to the terms of a PILOT Agreement, and (iii) the date the term of years and financing arrangement with respect to the Final Phase of the Project Facility expires or is earlier terminated.

“**Third Amended and Restated Installment Sale Agreement**” shall mean the Third Amended and Restated Installment Sale Agreement dated as of December 31, 2005 between Carousel Owner and the Agency.

“**Third Amendment to PILOT Agreement**” shall mean the Third Amendment to the PILOT Agreement dated as of October 1, 2016, among Carousel Owner, Expansion Owner and the Agency.

“**Third Amendment to Third Amended and Restated Installment Sale Agreement**” shall mean the Third Amendment to the Third Amended and Restated Installment Sale Agreement dated as of October 1, 2016 between Carousel Owner and the Agency.

“**Third Supplemental Indenture**” shall mean the Third Supplemental Indenture to Master Indenture of Trust dated as of April 1, 2009, by and between the Agency and the Bond Trustee, as amended, restated or supplemented from time to time in accordance with its terms and the terms of the Master Indenture.

“**TI Costs**” shall mean any tenant improvement costs and allowances incurred by Obligor in connection with renewing existing leases or executing new leases for space located in Carousel Center.

“**Title Insurance Policy**” shall mean the pro forma policy for mortgage title insurance issued by First American Title Insurance Company, dated October 19, 2016, insuring for the benefit of the PILOT Trustee the Lien of the PILOT Mortgages.

“**Total Revenues**” shall mean in the aggregate (a) all of Obligor’s right, title and interest, whether now owned or hereafter acquired, in, to and under (i) all “money” as defined in the UCC, and (ii) all moneys, cash or other items of legal tender generated from the use or operation of Carousel Center; (b) all income, rents, issues, profits, revenues (including all oil and gas or other mineral royalties and bonuses), deposits (other than utility and security deposits received in the ordinary course of business of Carousel Center) and other benefits from Carousel Center; and (c) all “proceeds” as defined in the UCC and in any event shall include, without limitation, all of Obligor’s right, title and interest in and to proceeds, product, offspring, rents, profits or receipts, in whatever form, arising from Carousel Center or the Collateral.

“**Transfer**” shall mean, with respect to any Property, the conveyance, assignment, sale, mortgaging, encumbrance (other than a Permitted Encumbrance), pledging, hypothecation, granting of a security interest in, granting of options with respect to, or other disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) all or any portion of any legal or beneficial interest (a) in all or any portion of such Property; or (b) in the stock, partnership interests, membership interests or other ownership interests in an Obligor or its Affiliate shall also include, without limitation to the foregoing, the following: an installment sales agreement wherein the beneficial owner of such Property agrees to sell the Property or any part thereof or any interest therein for a price to be paid in installments; an agreement by the beneficial owner of such Property leasing all or a substantial part of the Property to one or more Persons pursuant to a single or related transactions, or a sale, assignment or other transfer of, or the grant of a security interest in, such beneficial owner’s right, title and interest in and to any Leases or any Rent; and any instrument subjecting the Property to a condominium regime or transferring ownership to a cooperative corporation.

“**Trust Estate**” shall have the meaning set forth in Granting Clauses I through IV of the Master Indenture.

“**UCC**” shall mean the Uniform Commercial Code, as it may be amended or supplemented from time to time.

“**Unassigned PILOT Rights**” shall mean (i) the moneys due and to become due to the Agency for its own account or to the members, officers, agents and employees of the Agency for their own account; (ii) the rights of the Agency with respect to PILOT Payments under the PILOT Agreement allocable to the Tankyard Tax, the Junkyard Tax, the Lakefront Improvement Fee and the Final Phase Adjustment and amounts payable to the City and the County from the Escrow Fund; (iii) indemnity and reimbursement of costs and expenses; and (iv) the right to receive notice and give consents to enforce the foregoing pursuant to the PILOT Agreement.

“**Unassigned Rights**” shall mean:

- (i) the right of the Agency in its own behalf to receive all opinions of counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications required to be delivered to the Agency under the applicable and comparable provisions of any Installment Sale Agreement;
- (ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency under the applicable and comparable provisions of any Installment Sale Agreement or the SIDA Agreement;
- (iii) the right of the Agency to enforce in its own behalf the obligation of the Carousel Owner to complete the Project Facility;
- (iv) the right of the Agency to enforce the terms, conditions and covenants required to be observed or performed by the Carousel Owner under the SIDA Agreement and any the partial assignment and assumption agreement delivered pursuant to the SIDA Agreement;
- (v) the right of the Agency to enforce or otherwise exercise in its own behalf all agreements of the Carousel Owner with respect to ensuring that the Project Facility shall always constitute a qualified “project” as defined in and as contemplated by the Act;
- (vi) the right of the Agency to require any indemnity and defense from any Person;
- (vii) the right of the Agency in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under or otherwise exercise its rights under the SIDA

Agreement or Sections 2.3, 2.4, 2.5, 3.1(g), (j), (k), 3.7(l), 3.7(l), 4.1(c), 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.9, 4.10, 4.11, 4.12, 4.17, 5.1, Article 6, 7.3,7.5, 7.7, 8.11, 8.4, 9.3, 9.6, 9.10, 9.13, 9.16, 9.17, 9.18 and 9.19 of the Carousel Installment Sale Agreement and comparable provisions of any Installment Sale Agreement;

- (viii) the Agency's Unassigned PILOT Rights; and
- (ix) the right of the Agency in its own behalf to declare an Event of Default under Article 6 of the applicable Installment Sale Agreement, under Section 10.01 of the SIDA Agreement or with respect to any of the Agency's Unassigned Rights,

which Unassigned Rights in each case may be enforced by the Agency and any assignee thereof jointly or severally.

Notwithstanding the preceding sentence, to the extent the obligations of Carousel Owner under the Sections of the Carousel Installment Sale Agreement listed above do not relate to the payment of moneys to the Agency for its own account or to the members, officers, agents and employees of the Agency for their own account, such obligations, upon assignment of the Carousel Installment Sale Agreement by the Agency to the Bond Trustee pursuant to the Pledge and Assignment shall be deemed to and shall constitute obligations of the Carousel Owner to the Agency and the Bond Trustee, jointly and severally, and either the Agency or the Bond Trustee may commence an action to enforce the Carousel Owner's obligations under the Carousel Installment Sale Agreement.

“Underwriters” shall mean, when used with respect to the Series 2007 Bonds, Lehman Brothers Inc. and Citigroup Global Markets Inc. and when used with respect to any Series of Additional Bonds, the Persons identified as underwriters in the Supplemental Indenture pursuant to which such Series of Additional Bonds were issued.

“Unsurrendered Bond” shall mean any Variable Rate Bond required by Section 2.15(g) of the Master Indenture and the Supplemental Indenture pursuant to which such Bond was issued to be tendered by the Holder which has not on or before the Mandatory Tender Date been tendered in accordance therewith.

“Valuation Date” shall mean, with respect to any Capital Appreciation Bond, each date set forth in the Supplemental Indenture authorizing such Capital Appreciation Bond on which a specific Accreted Value is assigned to such Capital Appreciation Bond.

“Variable Rate Bonds” shall mean Multi-Modal Bonds other than Bonds in the Fixed Rate Mode.

“Variable Rate Mode” shall mean the Daily Mode, Commercial Paper Mode, Weekly Mode, Auction Mode and Long-Term Mode.

“Weekly Mode” shall mean, on any date, the Mode for Bonds for which the Interest Rate on such Bonds is determined on a weekly basis pursuant to Section 2.15(c)(i) of the Master Indenture and any applicable Supplemental Indenture.

“Weekly Rate” shall mean the per annum interest rate on the Bonds while in the Weekly Mode determined pursuant to Section 2.15(c)(iv) of the Master Indenture and any applicable Supplemental Indenture.

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APPENDIX B—C&W APPRAISAL REPORT

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APPRAISAL OF REAL PROPERTY

Carousel Center
9090 Carousel Center Drive
Syracuse, Onondaga County, NY 13290

IN AN APPRAISAL REPORT

As of July 8, 2016

Prepared For:

Carousel Center Company L.P.
4 Clinton Sq
Syracuse, NY 13202

Prepared By:

Cushman & Wakefield, Inc.
Valuation & Advisory
1290 Avenue of the Americas, 9th Floor
New York, NY 10104-6178
Cushman & Wakefield File ID: 16-15001-900201-001



Carousel Center
9090 Carousel Center Drive
Syracuse, Onondaga County, NY 13290



1290 Avenue of the Americas, 9th Floor
New York, NY 10104-6178
Tel +1 (212) 841-7500
cushmanwakefield.com

August 10, 2016

Mr. Stephen Congel
Vice-President
Carousel Center Company L.P.
4 Clinton Sq
Syracuse, NY 13202

Re: Appraisal Report

Carousel Center
9090 Carousel Center Drive
Syracuse, Onondaga County, NY 13290

Cushman & Wakefield File ID: 16-15001-900201-001

Dear Mr. Congel:

In fulfillment of our agreement as outlined in the Letter of Engagement, we are pleased to transmit our Appraisal Report dated August 04, 2016. The effective date of value is July 08, 2016.

The appraisal is intended to be utilized as part of an Official Statement or Offering Memorandum, collectively, the "Offering Documents", which will be used in connection with one or more bond offerings (the "Bonds" or the "Offering") to refund certain bonds that were previously issued in 2007, and to pay related costs of issuance. It is our understanding that the analysis will be incorporated in the Offering Documents (OD), which will be used in connection with the Offering. We will consent to such inclusion of the appraisal in the OD subject to our review and approval of the manner in which it is included and referred to and the execution of an indemnity agreement from a party satisfactory to C&W and in a form satisfactory to us. C&W agrees and acknowledges that that Carousel Center is a satisfactory indemnitor and the form indemnity attached hereto as Exhibit A is acceptable to C&W. We agree the appraisal may also be relied upon by you as addressee, by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the underwriters of the Bonds, by the rating agencies in connection with their rating of the Bonds, by any party required to provide its consent to the issuance of the bonds, by the municipal bond insurance provider(s), if any, that may be solicited to provide an insurance policy in connection with the Bonds or the Offering, and by the purchasers of the Bonds. It may not be distributed or relied upon by any other persons or entities without the written permission of C&W.

The subject property consists of a 2 and partial 3-story enclosed mall, known as Carousel Center. The center contains 1,507,052 square feet of gross leasable area on a 83.10-acre parcel of land. The subject property is anchored by Macy's, J.C. Penney, Lord & Taylor, and At Home (Lease Out). The J.C. Penney and the future At Home stores are under the control of mall ownership and leased to the respective retailers. Mall ownership also owns the vacant former Bon Ton box. Lord & Taylor and Macy's own their respective stores with mall ownership retaining the rights to the underlying land. For purposes of this analysis, we have excluded their GLA as owned

Mr. Stephen Congel
Carousel Center Company L.P.
August 4, 2016
Page II

Cushman & Wakefield, Inc.

collateral but their contribution to the value in its entirety has been considered herein. Therefore, the owned GLA of the subject is calculated to be 1,237,052 square feet and the owned land area is calculated to be 49.77 acres. The center was constructed in 1990 and has been maintained in good condition. The property has a current overall occupancy of 82.04 percent and a mall shop occupancy of 81.71 percent.

The subject is a component of a larger project known as Destiny USA, a shopping, dining and entertainment destination which is comprised of 2.4 million square feet of GLA, over 250 stores, with over 26 million visits per year. Tenancy at Destiny USA includes 40 outlet and discount stores, making it the number one tourist attraction in Central New York. The center also benefits from Canadian shoppers, accounting for 10 to 20 percent of sales, and over 215,000 university shoppers. There are 150 acres of adjacent land available for development, and plans are underway for complementary uses to grow tourism and increase visits. A 209-room Embassy Suites Hotel is also scheduled to open in 2017.

Destiny USA is the sixth largest enclosed mall in the United States and the largest center in New York State and the dominant center serving the Syracuse metropolitan region and a good portion of central New York.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines, Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and the *Uniform Standards of Professional Appraisal Practice* (USPAP).

Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinions of Market Value:

Value Conclusions			
Appraisal Premise	Real Property Interest	Date Of Value	Value
Market Value As-Is	Leased Fee	July 08, 2016	\$500,000,000
Insurable Value	N/A	July 08, 2016	\$351,200,000

Compiled by Cushman & Wakefield, Inc.

The value opinion in this report are qualified by certain assumptions, limiting conditions, certifications, and definitions, as well as the following extraordinary assumptions.

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

As a component of a larger project, Carousel Center is an integral part of the 2.4 million square foot Destiny USA. From a branding, legal, financial and budgetary process standpoint, Carousel is treated as a separate entity. Our valuation assumes that the asset known as Carousel Center could be sold as a single entity. We also assume that the entity which owns the remainder of the project would cooperate on all levels with the assumed new ownership of the Carousel Center component, to continue to operate the entire project as a seamless retail experience.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

CUSHMAN & WAKEFIELD, INC.



Richard W Latella, MAI, FRICS
 Executive Managing Director, Practice Lead
 – Retail
 NY Certified General Appraiser
 License No. 4600003892
 richard.latella@cushwake.com
 212-841-7675 Office Direct

Summary of Salient Facts and Conclusions

BASIC INFORMATION	
Common Property Name:	Carousel Center
Address:	9090 Carousel Center Drive Syracuse, New York 13290
County:	Onondaga
Property Ownership Entity:	Syracuse Industrial Development Agency

SITE INFORMATION		
Land Area:	Square Feet	Acres
Main Parcel	2,168,112	49.77
Site Shape:	Irregularly shaped	
Site Topography:	Level at street grade	
Frontage:	Excellent	
Site Utility:	Good	
Flood Zone Status:	C	
Flood Zone:	C	
Flood Map Number:	3605950001D	
Flood Map Date:	May 3, 1982	

BUILDING INFORMATION	
Type of Property:	Shopping Center
Building Area	
Total GLA	1,507,052 SF
Owned GLA	1,237,052 SF
Land-to-Building Ratio:	1.44:1
Number of Stories:	2 and partial 3
Actual Age:	26 Years
Quality:	Good
Year Built:	1990
Year Renovated:	2000
Condition:	Good
Parking:	
Number of Parking Spaces:	8,668
Parking Ratio (per 1,000 sf):	7.01:1
Parking Type:	Surface and Structured

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MUNICIPAL INFORMATION

Assessment Information:	
Assessing Authority	Onondaga
Assessor's Parcel Identification	0221009999, 239001103, and 179004806
Current Tax Year	2016
Taxable Assessment	\$319,940,000
Current Tax/PILOT Liability	\$18,430,990
Taxes/PILOT per square foot	\$14.90
Are taxes current?	Taxes are current
Is a grievance underway?	Not to our knowledge
Subject's assessment is	At market levels

Zoning Information:	
Municipality Governing Zoning	City of Syracuse
Current Zoning	Industrial Class A
Is current use permitted?	Yes
Current Use Compliance	Complying use
Zoning Change Pending	No
Zoning Variance Applied For	Not applicable

HIGHEST & BEST USE

As Though Vacant:
 A retail use built to its maximum feasible building area

As Improved:
 A shopping center as it is currently improved

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TENANCY INFORMATION

	Overall	Inline (a)
Occupancy %:	82.0%	81.7%
Occupied (SF):	1,236,421	375,579
Current Number of Tenants:	138	105
Vacant (SF):	270,631	84,078
Number of Vacant Spaces:	41	26

(a): All inline store are included here. Excluded are food court, kiosks, majors, the cinema, junior anchors, and department stores.

Base Rent Status:	
Attained Rent (Occupied Space):	\$45.98
Market Rent:	\$44.99
Attained Rent is above market by:	2.19%

Major/Anchor Tenants:	Area:	Sales (PSF):	Lease Expires:
Macy's	170,000	\$251	N/A
J.C. Penney	158,590	\$103	10/31/220
Lord & Taylor	100,000	\$200	N/A
H&M	19,157	\$307	1/31/2022
Against All Odds	21,722	\$71	4/30/2018
DSW Shoes	21,350	\$194	9/30/2024
Finish Line	23,550	\$196	6/30/2019
Best Buy	50,000	\$900	7/31/2019
Forever 21	60,950	\$105	1/31/2023
Burlington Coat	61,309	\$122	9/30/2022
Cinema	76,000	\$128	6/30/2023

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VALUATION INDICES	Market Value As-Is
VALUE DATE	July 9, 2016
Land Value	
Indicated Value:	\$30,000,000
Per Square Foot (GLA):	\$19.91
SALES COMPARISON APPROACH	
Indicated Value:	\$504,300,000
Per Square Foot (OWNED GLA):	\$407.66
INCOME CAPITALIZATION APPROACH	
Yield Capitalization	
Projection Period:	11 Years
Holding Period:	10 Years
Terminal Capitalization Rate:	5.25%
Internal Rate of Return:	7.00%
Indicated Value:	\$480,300,000
Per Square Foot (OWNED GLA):	\$388.26
Direct Capitalization	
Net Operating Income (stabilized):	\$27,384,626
Capitalization Rate:	5.00%
Preliminary Value:	\$547,692,520
Present Value of Prospective Value	\$478,375,858
Present Value of Interim Cashflows	\$39,680,740
Indicated Value:	\$518,056,598
Indicated Value Rounded:	\$518,100,000
Per Square Foot (OWNED GLA):	\$418.82
Income Capitalization Approach	
Indicated Value:	\$500,000,000
Per Square Foot (OWNED GLA):	\$404.19
FINAL VALUE CONCLUSION	
Real Property Interest:	Leased Fee
Concluded Value:	\$500,000,000
Per Square Foot (OWNED GLA):	\$404.19
Implied Capitalization Rate (derived from Year 1 NOI):	4.43%
EXPOSURE AND MARKETING TIME	
Exposure Time:	6 Months
INSURABLE VALUE	
Conclusion:	\$351,200,000

Extraordinary Assumptions

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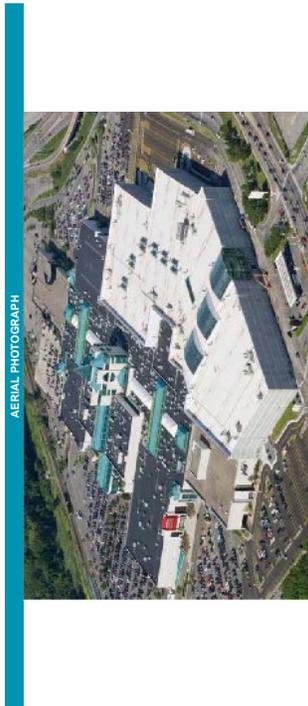
As a component of a larger project, Carousel Center is an integral part of the 2.4 million square foot Destiny USA. From a branding, legal, financial and budgetary process standpoint, Carousel is treated as a separate entity. Our valuation assumes that the asset known as Carousel Center could be sold as a single entity. We also assume that the entity which owns the remainder of the project would cooperate on all levels with the assumed new ownership of the Carousel Center component, to continue to operate the entire project as a seamless retail experience.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Property Photographs



VIEW OF FOREVER 21 ON TWO LEVELS



VIEW OF THE CINEMA INTERIOR ENTRANCE



VIEW OF THE FOOD COURT



VIEW OF THE FOOD COURT



VIEW OF MACY'S EXTERIOR ENTRANCE AND PARKING LOT



VIEW OF MALL ENTRANCE AND PARKING LOT



VIEW OF MALL AND PARKING LOT



VIEW OF BEST BUY AND PARKING DECK



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Scope of Work

Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report:

Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
 - We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
 - The results of each valuation approach are considered and reconciled into a reasonable value estimate.
- This report is intended to comply with the reporting requirements outlined under USPAP for an Appraisal Report. The report was also prepared to comply with the requirements of the Code of Professional Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), Title XI Regulations.

Cushman & Wakefield, Inc. has an internal Quality Control Oversight Program. This Program mandates a "second read" of all appraisals. Assignments prepared and signed solely by designated members (MAIs) are read by another MAI who is not participating in the assignment. Assignments prepared, in whole or in part, by non-designated appraisers require MAI participation, Quality Control Oversight, and signature.

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value.

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Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms "describe," "summarize," and "state" connote different levels of detail, with "describe" as the most comprehensive approach and "state" as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report:

- Describes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Describes the Scope of Work used to develop the appraisal
- Describes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Describes the rationale for the Highest and Best Use opinion (if included)

Identification Of Property

Common Property Name:	Carousel Center
Location:	9090 Carousel Center Drive Syracuse, Onondaga County, New York 13290 Carousel Center is located immediately west of Interstate 81 in the City of Syracuse. The property is located on Carousel Center Drive which is contained within the northwest quadrant of the intersection of I-81 and Hiawatha Boulevard. This location is in the northern portion of the City of Syracuse.
Property Description:	The subject, which is a portion of the Destiny USA project known as phase I consists of the original mall that was constructed in 1990 and expanded with Lord & Taylor in 2004. The subject property is anchored by Macy's, J.C. Penney, Lord & Taylor, and At Home (Lease Out). The J.C. Penney and the future At Home stores are under the control of mall ownership and leased to the respective retailers. Mall ownership also owns the vacant former Bon Ton box. Lord & Taylor and Macy's own their respective stores with mall ownership retaining the rights to the underlying land. For purposes of this analysis, we have excluded their GLA as owned collateral but their contribution to the value in its entirety has been considered herein. The property consists of a 2 and partial 3-story regional shopping center containing 1,507,052 square feet of leasable area on a 49.77-acre parcel of land. Mall shop space consists of approximately 150 stores totaling 472,926 square feet inclusive of the food court and kiosks. As of the writing of this report the mall shop space is 81.7 percent occupied and the subject overall is 82.0 percent occupied. Phase II, which is not part of the subject property, consists of the 2012 expansion of the center. This Phase of the center is anchored by Dick's Sporting Goods and also includes 10 junior anchor stores as well as two additional screens for the Regal Cinema. Phase II of the center has been merchandised with a variety of upscale outlet tenants, restaurants and entertainment venues. In total Phase II contains 874,059 square feet, all of which is under the control of mall ownership and is situated on a 33.32-acre site. After the construction of the expansion project (Phase II), on certain parking fields that were initially part of the Carousel Center property, the integrated shopping center now shares a combination of surface parking areas, a below grade garage and a parking deck, providing 5,044 parking spaces, as well as certain auxiliary lots further providing additional on-grade parking, in each case pursuant to various cross easement agreements.
Assessor's Parcel Numbers:	0221009999, 239001103, and 179004806
Legal Description:	The legal description, provided by the client, is presented in the Addenda of the report.

Property Ownership And Recent History

Current Ownership:	As a provision of the Payment in Lieu of Taxes (PILOT) agreement the underlying land was transferred to the Syracuse Industrial Development Agency, who in turn entered into an installment sale agreement with Carousel Center Company, L.P., who also own the improvements. Per the terms of this agreement Carousel Center Company, L.P. makes annual PILOT payments and at the end of the agreement (December 2035) the land reverts back to Carousel Center Company, L.P.
Sale History:	To the best of our knowledge, the property has not transferred within the past three years.
Current Disposition:	To the best of our knowledge, the property is not under contract of sale nor is it being marketed for sale.

Dates Of Inspection And Valuation

Effective Dates of Valuation:	
As Is:	July 8, 2016
Date of Inspection:	July 8, 2016
Property Inspected by:	Richard W Latella, MAI, FRICS

Client, Intended Use And Users Of The Appraisal

Client:	Carousel Center Company L.P.
Intended Use:	The appraisal is intended to be utilized as part of an Official Statement or Offering Memorandum, collectively, the "Offering Documents", which will be used in connection with one or more bond offerings (the "Bonds" or the "Offering") to refund certain bonds that were previously issued in 2007, and to pay related costs of issuance. It is our understanding that the analysis will be incorporated in the Offering Documents (OD), which will be used in connection with the Offering. We will consent to such inclusion of the appraisal in the OD subject to our review and approval of the manner in which it is included and referred to and the execution of an indemnity agreement from a party satisfactory to C&W and in a form satisfactory to us. C&W agrees and acknowledges that that Carousel Center is a satisfactory indemnitor and the form indemnity attached hereto as Exhibit A is acceptable to C&W. We agree the appraisal may also be relied upon by you as addressee, by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the underwriters of the Bonds, by the rating agencies in connection with their rating of the Bonds, by any party required to provide its consent to the issuance of the bonds, by the municipal bond insurance provider(s), if any, that may be solicited to provide an insurance policy in connection with the Bonds or the Offering, and by the purchasers of the Bonds. It may not be distributed or relied upon by any other persons or entities without the written permission of C&W.
Intended User:	This appraisal report was prepared for the exclusive use of Carousel Center Company L.P. Use of this report by others is not intended by the appraiser.

Extraordinary Assumptions

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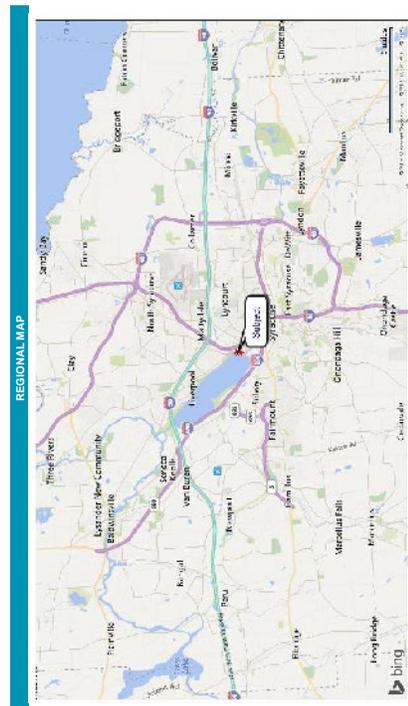
As a component of a larger project, Carousel Center is an integral part of the 2.4 million square foot Destiny USA. From a branding, legal, financial and budgetary process standpoint, Carousel is treated as a separate entity. Our valuation assumes that the asset known as Carousel Center could be sold as a single entity. We also assume that the entity which owns the remainder of the project would cooperate on all levels with the assumed new ownership of the Carousel Center component, to continue to operate the entire project as a seamless retail experience.

Hypothetical Conditions

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This appraisal does not employ any hypothetical conditions.

Syracuse Regional Analysis



Introduction

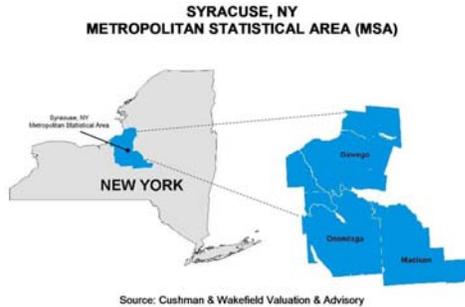
Market Definition

The Syracuse Metropolitan Statistical Area (MSA) is located in central New York. The MSA consists of three counties: Oswego, Onondaga and Madison. Onondaga County is the most populous of the three counties, containing over 70.0 percent of the MSA's population.

The following are notable points about the Syracuse MSA:

- The Syracuse MSA is renowned for its educational institutions. These include Syracuse University, the SUNY College of Environmental Science and Forestry, the SUNY Upstate Medical University, Colgate University, Le Moyne College, and SUNY Oswego, among others.
- Historically, the City of Syracuse was a major crossroads for the region, with a connection to the Erie Canal and the nation's railway network.
- Syracuse is home to several defense contractors such as Lockheed Martin, Saab Sensis and Syracuse Research Corporation.

The following map depicts the boundaries for the Syracuse MSA:



Current Trends

While other Upstate metro areas like Albany, Buffalo and Rochester are heading toward a self-sustaining economic expansion, Syracuse still continues to struggle economically. The region is still slowly recovering from the great recession and the general manufacturing decay it has experienced over the last decade. Employment has not been showing any sign of significant growth over the past few years, and economic growth continues to significantly lag

the nation. The unemployment rate has continued its downward trend, though the recent decrease in its labor force was likely the cause.

The threat of further layoffs in the manufacturing industry remains, and defense-related funding worries could continue to impact Syracuse. Any recent stability the MSA has enjoyed has come from its many educational institutions, though several key projects (like Destiny USA and Township 5) could boost the local economy.

Destiny USA continues to attract new retailers and is becoming a stronger regional draw for the Syracuse area. Recent additions to the mall have included a large entertainment complex named Revolutions; an extreme sports shop named BC Surf & Sport; Ulta Beauty; 5 Wits, an immersion adventure experience; bar, restaurant and live music venue Margaritaville; and Michaels, an arts and crafts retailer. In addition to a blossoming retail sector, Destiny USA is resurrecting its hotel plans to draw tourists to the area. Plans call for a 209 room, \$48.0 million Embassy Suites hotel directly across from the mall. The project is expected to be completed in the summer of 2017.

Syracuse could benefit from a computer chip fab in nearby Utica. In August 2015, Governor Andrew Cuomo announced that a computer chip manufacturing plant and a power electronics research facility will be built at the Marcy Nanocenter in Utica. ams AG, an Austrian computer manufacturer, will invest \$2.0 billion to build a new manufacturing plant that is expected to create 1,000 jobs. The plant is expected to be up and running by the end of 2017. Meanwhile, GE Global Research and the SUNY Polytechnic Institute will work collaboratively to develop a power electronics facility in Utica, which will create 1,470 jobs, 470 of which will be for GE. Syracuse's well-educated residents and its close proximity to Utica will position the MSA at the front of the line when demand for skilled workers increases.

Onondaga County's largest for-profit employer, Lockheed Martin Corporation, missed out on a U.S. Navy electronic warfare contract when the Navy decided to award a contract worth up to \$267.0 million to Northrop Grumman in February 2015. The contract for the Navy's Surface Electronic Warfare Improvement Program (SEWIP) has options that could bring \$3.0 billion worth of work over 10 years to the winning contractor. The contract loss is the latest blow for Lockheed Martin's plant at Electronic Park in Salina, which had the potential to be the most lucrative in the history of the Lockheed Martin's Salina plant. The bad news came after the Bethesda, Maryland-based defense contractor lost a bid in October 2014 for a U.S. Air Force radar contract worth up to \$1.3 billion over 10 years.

There is some good news for the defense contractor, however. In early June 2015, Germany announced that it would select Lockheed Martin to develop the Medium Extended Air Defense System (MEADS) missile defense system in a deal valued at up to \$4.5 billion. While Lockheed has not yet determined when full-scale engineering and production work on MEADS will begin, or how it might affect employment at its plant at Electronics Park in Salina, it is clear that the Salina's operations will play a key role as the sole developer of the MEADS surveillance radar. Additionally, the U.S. Navy recently awarded Lockheed Martin a \$59.0 million contract to improve its sonar-detection systems. The Salina plant will be responsible for about 82.0 percent of the work on the contract. While this is significantly smaller than the SEWIP contract, it ensures that the Salina plant still serves a function, especially after a near-fatal blow was dealt to the Salina plant in late 2013, when Lockheed Martin planned to close its Electronics Park facilities as well as four other plants nationwide that would eliminate 4,000 jobs. After talks with Senator Charles Schumer, the plan has since been put on hold.

In late 2015, Central New York was selected as one of three winners of the New York's \$1.5 billion Upstate Revitalization Initiative (URI). The URI is a competition created by the Cuomo administration to pit seven Upstate New York regions against each other for \$1.5 billion in government aid. The Finger Lakes region and the Southern Tier were the other winners. Central New York will receive \$500.0 million allocated over five years. The Central New York Regional Economic Development Council (CNYREDC) plans to use the money to help fund development projects and programs designed to generate long-term job growth. These projects and programs include: a research and development center for unmanned aerial and ground systems, the development of indoor farms, a global manufacturing and logistics hub, a national veterans resource complex that would leverage the services of Syracuse

University's Institute for Veterans and Military Families, consolidation and modernization of local governments, and programs to fight combat poverty. The CNYREDC estimates that the investments will create approximately 6,000 permanent jobs in the area over five years.

Notable updates in the Syracuse MSA include:

- Besides Destiny USA, another major development is arising in the Town of Camillus. Called Township 5, the development is being managed by Cameron Group LLC, a DeWitt based developer. The \$55.0 million project will consist of 500,000 square feet of space, including retail, offices and a 96-unit apartment complex. The development's anchor tenant, Costco, opened in October 2014. Other tenants have followed, including GNC, LongHorn Steakhouse, Sally Beauty, Gertrude Hawk Chocolates, Buffalo Wild Wings and more. Tenants such as Red Robin, Mesa Grande Taqueria and Frank Theatres CineBowl & Grille are also on their way to occupying the site.
- Soraa, manufacturer of LED lighting with high-quality color, brightness and efficiency, is locating to DeWitt, bringing more than 400 jobs to the area. A building is currently under construction at Collamer Crossing Business Park, and when finished, will house Soraa's manufacturing and research and development operations. Soraa has pledged to invest \$1.3 billion over the next ten years, which will be used to keep the facility and its equipment up to date. Its manufacturing operations are expected to be up and running by the end of 2016. In addition, Soraa will collaborate with SUNY Polytechnic to bring another 170 jobs to the area. These jobs would be created through Soraa suppliers and contractors at the new manufacturing plant or nearby. Soraa was originally slated for a facility under construction in Buffalo that will house a solar panel manufacturer, SolarCity. SolarCity ended up taking all the space in the planned building there.
- Syracuse University is currently undergoing a series of construction projects to aggressively transform its campus into the 21st Century. The university released a 20-year plan, which outlines both short-term and long-term plans for campus development. Short-term plan includes construction of a campus promenade, which is already underway. In the long term, the school will use its Campus Framework plan to guide the development of the campus over the next 20 years, including phasing out South Campus and making main campus more "walkable."
- Aspen Dental has plans to relocate all 600 of its employees from the Dewitt headquarters to downtown Syracuse. The company expects to create an additional 400 jobs by 2020. Aspen Dental, which manages more than 500 dental practices in 33 states, will become an anchor tenant in the planned City Center project, where the company plans to lease 170,000 square feet of office space.
- In June 2016, Governor Cuomo announced that Terakett and TCG/Ascension Gaming will expand their offices in downtown Syracuse. The two firms expect to create a total of 242 high-tech jobs and retain 219 jobs. Many of these jobs will be in digital marketing, account management, sales, data analysis, web analytics and software engineering.
- In early 2016, Lockheed Martin announced that it will hire about 100 new employees for its campus at Electronics Park in Salina. The hiring comes after the company underwent four years of job cuts that reduced its workforce from a peak of 2,300 employees to about 1,600 workers.
- The Marriott Downtown Syracuse, formerly Hotel Syracuse, is seeking to fill 186 positions at its facility. The hotel is currently undergoing a \$56.9 million renovation. So far, 100 positions have been filled.
- COR Development is undergoing a \$350.0 million redevelopment project at the Inner Harbor in Syracuse. The current proposal includes a mix of residential, retail, recreation, and academic components. Construction of a 134-room Aloft Hotel opened in July 2016. Groundbreaking for a second hotel, Element, will begin this September, and will be ready for occupancy in 2018.

- Governor Cuomo has pledged \$30.0 million in state money for a \$100.0 million revitalization project on Onondaga Lake. The first piece of this revitalization includes a new performing arts center, known as the Onondaga Lakeview Amphitheater, which is now open to the public. The amphitheater serves as a destination that encourages a celebration of arts and culture and it has been a growing visitor draw. Other components of the revitalization will include infrastructure upgrades and housing.

Demographic Trends

Demographic Characteristics

In terms of its demographic makeup, Syracuse resembles many former industrial cities of the region. The population is older and has a lower average household income than the nation. The region is well educated, however, resulting from the presence of several colleges (Syracuse University and Colgate University, for instance). Despite the college presence, the Syracuse MSA has a difficult time holding onto young professionals, much like Buffalo, Albany, and Rochester. The expansion of the nanotech industry in Albany could help to curb this trend in regions like Syracuse.

Further considerations are as follows:

- Syracuse has a higher share of its population with an advanced degree (12.9 percent) than the nation (10.7 percent). In addition, only 10.7 percent of the MSA's residents have less than a high school education, compared to 14.1 percent for the United States as a whole.
- Average annual household income in Syracuse is \$69,642, 10.1 percent less than the national average of \$77,468. The region's median household income of \$52,155 is slightly lower than the nation's median of \$54,148.

The following table compares the demographic characteristics of the Syracuse MSA with those of the United States:

Characteristic	Demographic Characteristics Syracuse MSA vs. United States	
	Syracuse MSA	United States
Median Age (years)	39.0	38.0
Average Annual Household Income	\$69,642	\$77,468
Median Annual Household Income	\$52,155	\$54,148
Households by Annual Income Level:		
<\$25,000	24.1%	23.1%
\$25,000 to \$49,999	24.1%	23.5%
\$50,000 to \$74,999	19.7%	18.5%
\$75,000 to \$99,999	12.7%	12.4%
\$100,000 plus	19.4%	22.5%
Education Breakdown:		
< High School	10.7%	14.1%
High School Graduate	30.8%	28.2%
College < Bachelor Degree	29.1%	29.0%
Bachelor Degree	16.4%	18.1%
Advanced Degree	12.9%	10.7%

Source: © 2015 Experian Marketing Solutions, Inc. All rights reserved & Cushman & Wakefield Valuation & Advisory

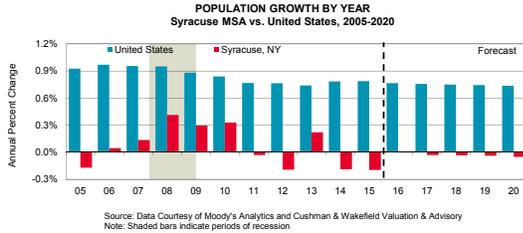
Population

Many of the urban areas in upstate New York have suffered a shrinking population for several decades. While Syracuse has largely avoided contraction, there hasn't been much growth either. Like many of its neighboring upstate cities, Syracuse is losing residents to several southern metro areas, as well as New York City. This is problematic for Syracuse, as the population is already older than the national average.

Further considerations are as follows:

- With an estimated population of more than 660,500 people in 2015, the Syracuse metro-area's population saw compound annual growth of 0.1 percent between 2005 and 2015. While stable, this was well below the national growth of 0.8 percent annually.
- Between 2016 and 2020, Syracuse's population is forecast to remain stagnant. Over the same time period, the United States will grow at a compound annual rate of 0.7 percent. Onondaga County is the only county in the MSA that is expected to gain residents.

The following graph compares historical and projected population growth between the Syracuse MSA and the United States as a whole:



The following table shows the Syracuse MSA's annualized population growth by county:

Population (000's)	Annualized Population Growth by County Syracuse, MSA 2005-2020				Compound Annual	Compound Annual
	2005	2015	Forecast 2016	Forecast 2020	Growth Rate 05-15	Growth Rate 16-20
United States	295,516.6	321,418.8	323,881.4	333,665.5	0.8%	0.7%
Syracuse, NY	655.0	660.5	660.5	659.4	0.1%	0.0%
Madison County	71.5	71.8	71.5	70.7	0.1%	-0.3%
Onondaga County	460.9	468.5	469.0	470.4	0.2%	0.1%
Oswego County	122.6	120.1	119.8	118.3	-0.2%	-0.3%

Source: Data Courtesy of Moody's Analytics, Cushman & Wakefield Valuation & Advisory

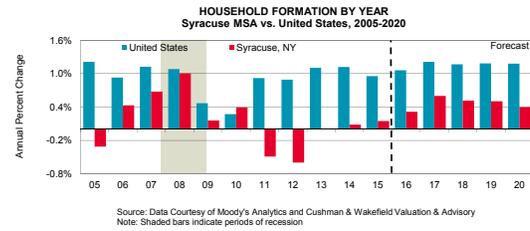
Households

Much like population growth, household formation in the Syracuse MSA is weaker than that of the nation. It is generally better than the contraction seen in neighboring metro areas, but also well below the nation for the same time period. The aging of the area's population, along with the slow economic growth after the recession is suppressing household formation.

Further considerations are as follows:

- Syracuse household formation grew at a compound annual rate of 0.2 percent from 2005 through 2015, while the nation averaged an annual growth rate of 0.9 percent over the same time period.
- From 2016 through 2020, Syracuse will continue to lag the country in household formation, increasing by an average of 0.5 percent annually, while the country will experience a compound annual growth rate of 1.2 percent.

The following graph compares historical and projected household formation rates between the Syracuse MSA and the United States:



Economic Trends

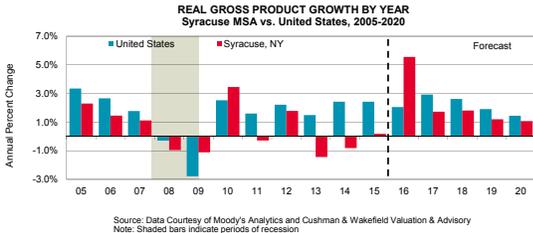
Gross Metro Product

Syracuse's Gross Metro Product (GMP) has been growing more slowly in the last decade than the nation's GMP. After expanding by a healthy 3.5 percent in 2010, Syracuse's economic growth had yet to expand in a meaningful way, continuing to trail the nation's growth. Going forward, economic growth in Syracuse should expand at a healthy rate, but it will likely continue to trail the national growth. Part of this weak forecast is due to Syracuse's relative reliance on defense spending.

Further considerations are as follows:

- Like most of upstate New York, economic growth since 2005 has significantly lagged the nation's economic growth. From 2005 to 2015, the Syracuse MSA averaged annual GMP growth of 0.3 percent, while the nation expanded at an average rate of 1.4 percent each year.
- As the broader economy improves in the next several years, the Syracuse MSA will be lifted considerably. From 2016 through 2020, the region's GMP will expand at an average annual rate of 1.5 percent, but it will still trail the 2.2 percent rate for the United States over the corresponding period of time. The MSA will likely benefit from the construction boost beginning this summer, as Syracuse University undergoes a number of construction projects to transform its campus.

The following graph compares historical and projected GMP growth by year for the Syracuse MSA and the United States:



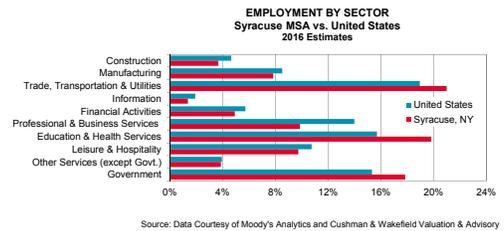
Employment Distribution

Due to Syracuse's reputation as a transportation crossroads, it is not surprising that many residents work in the trade/transportation/utilities sector than in any other. Over one-fifth of the MSA's workforce is employed in the sector, slightly above the national share of 19.0 percent. It is to the region's detriment, however, that only 9.9 percent of the population works in the high paying professional/business services sector, well below the 14.0 percent national representation.

Further considerations are as follows:

- Syracuse is well above the national percentage in education/health services employment. The sector employs 29.8 percent of the metro area's workforce, compared to 15.7 percent for the nation. This is a direct reflection of the region's many colleges and universities.
- The government sector also has a large presence in the metro area's employment distribution. The sector constitutes 17.8 percent of the workforce.

The following graph compares non-farm employment sectors for the Syracuse MSA and the United States as a whole:



Major Employers

Several healthcare and educational institutions are among the Syracuse MSA's top employers. This is to be expected, however, given the region's employment distribution. The lack of a large services firm in the professional/business services industry is notable. This absence represents a weakness for the region and will likely dampen economic growth in the future.

Further considerations are as follows:

- The largest employer in the area is the Upstate University Health System. The system provides both medical care and educational facilities. The university hospital contains more than 400 beds and provides care across a broad spectrum of disciplines, employing roughly 9,100 people in the region.
- The second-largest employer in the Syracuse MSA is St. Joseph's Health. Founded in 1869, the 431-bed regional health care system provides primary, specialty, and home care services to patients throughout Central New York and northern Pennsylvania. It is ranked by Consumer Reports among the top 15 heart surgery centers in the country.
- Syracuse University is the largest education employer in Syracuse, providing high quality education to almost 22,000 undergraduate and graduate students. Its role in Syracuse serves as a major catalyst for the region's economy, especially as the school's construction projects come to fruition.

- AXA Advisors LLC is the largest financial services firm in the Syracuse MSA. The company, a subsidiary of AXA Financial, provides financial planning for retirement, college, and estate transfer to consumers and small businesses.

The following table lists the Syracuse metro area's largest employers, excluding government employers:

Largest Private Employers Syracuse, NY		
Company	No. of Employees	Business Type
Upstate Medical University	9,100	Healthcare
St. Joseph's Health	4,500	Healthcare
Wal-Mart Stores Incorporated	4,500	Retail
Syracuse University	4,347	Education
Lockheed Martin Mission Systems & Training	4,300	Aerospace & Defense
Crouse Hospital	3,100	Healthcare
National Grid	2,200	Utilities
SUNY Oswego	2,045	Education
AXA Advisors LLC	1,800	Financial Services
Verizon Communications	1,700	Communications

Source: The Central New York Business Journal and Cushman & Wakefield Valuation & Advisory

Employment Growth

Though the employment level in Syracuse didn't fall as sharply as it did nationally during the great recession, growth since then has been weak. Between 2011 and 2015, the MSA had an average annual job growth of only 0.3 percent, well below the nation's pace of 1.7 percent for the same time period. Job losses have come in many of the region's sectors, but manufacturing has been among the hardest hit. Because many of the manufacturing jobs in the MSA are defense-related, the region was vulnerable to the defense spending cuts resulting from the sequestration in March 2013, and the federal shutdown in October 2013.

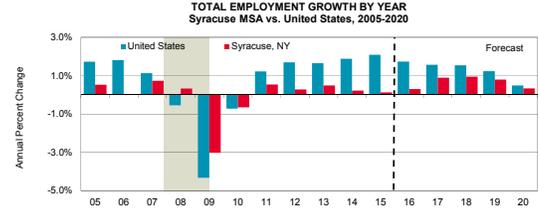
Furthermore, private education (primarily colleges and universities), which was previously a strong sector, has experienced a slowdown in employment in recent years. That could be a result of several things: the aging of the population, which is resulting in fewer college-age residents; and improvements in the job market in other industry sectors and geographical areas, which could provide an incentive for students to leave college for the job market.

According to the New York State Department of Labor, private sector employment in the Syracuse MSA remained unchanged during the 12-month period ending in June 2016. During this time period, job gains were notable in the following sectors: trade/transportation/utilities (4.7 percent increase), information (2.3 percent increase), and leisure/hospitality (1.6 percent increase). These gains were offset by notable losses in the professional/business services (6.5 percent decrease) and education/health services (2.3 percent decrease) sectors. The government employment added 200 jobs (0.3 percent increase) over the same time period, mainly on the federal level.

Further considerations are as follows:

- From 2005 to 2015, employment in Syracuse contracted at a compound annual rate of 0.1 percent on a net basis. Over the same time period, the nation grew a rate of 0.6 percent.
- The future looks a bit brighter for Syracuse, though it will still trail the nation. From 2016 to 2020, the MSA is forecast to gain jobs at a compound annual rate of 0.7 percent. The United States, however, is forecast to gain jobs at a 1.2 percent annual pace over the same time period.

The following graph illustrates total non-farm employment growth per year, for the Syracuse MSA and the United States:



Source: Data Courtesy of Moody's Analytics and Cushman & Wakefield Valuation & Advisory
Note: Shaded bars indicate periods of recession

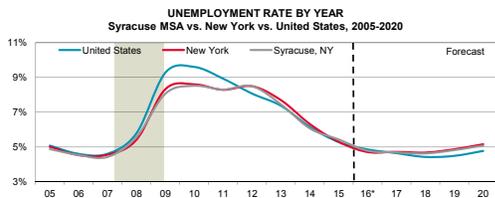
Unemployment

According to the New York State Department of Labor, the Syracuse MSA unemployment rate in June 2016 was 4.5 percent, not seasonally adjusted. Compared to June 2015, the unemployment rate in Syracuse fell by 1.0 percentage point. Rapid job growth in the leisure/hospitality sector in late 2015 was the main driver of the unemployment rate drop. However, job losses in the professional services and education/health services sectors continued to be a major drag on the regional economy.

Further considerations are as follows:

- During the period between 2005 and 2015, Syracuse had an average unemployment rate of 6.5 percent, below the national average of 6.8 percent over the same time period.
- According to Moody's Analytics, the unemployment rate in Syracuse is forecast to continue trending downward in 2016. From 2016 to 2020, the MSA's unemployment rate will average 4.8 percent. That is in line with the state average and 0.1 percentage point higher than the national average rate of 4.7 percent over the same time period.

The following graph compares historical and projected unemployment rates for the Syracuse MSA, the state of New York, and the United States as a whole:



Source: Data Courtesy of Moody's Analytics and Cushman & Wakefield Valuation & Advisory
Note: Shaded bars indicate periods of recession
*Second Quarter 2016

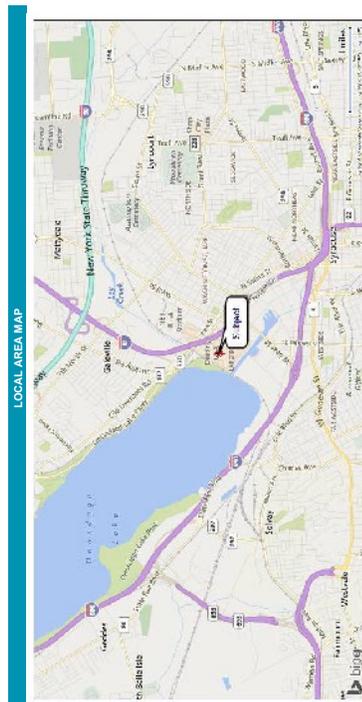
Conclusion

Syracuse's recovery will continue at a slow and steady pace. The MSA will face relatively solid economic growth in the near future, but employment growth will be weak. Any expansion in the near future will likely come from the region's core strength of education and healthcare, but spending cuts at the federal level as well as contract losses by the region's top defense contractors remain a risk to its defense-based manufacturing industry. Syracuse's source of optimism would have to stem from the Upstate Revitalization Initiative's aid, along with the recently announced investment from Soraa, which will be used to fund programs and projects that will create jobs for the local economy in the near future.

Some final thoughts on the Syracuse MSA:

- If Syracuse can find a way to retain its young, college-educated residents, the area would be highly attractive to a wide range of employers. Future growth in the area's nanotechnology industry could help stem this trend.
- Its well-educated residents will become attractive to employers in nearby Utica once the planned computer chip manufacturing plant and the power electronics facility open in the near future. Lockheed Martin's MEADS contract with Germany could also provide a steady flow of long-term employment for company's local plant.
- Home prices in the region have remained relatively stable in the past several years. If this trend picks up, it could help boost consumer confidence in the MSA and accelerate the recovery a bit.
- As it stands now, the region is overly reliant on too few industries, led by education, health care and retail. While these sectors will provide stable growth in the near future, the lack of a significant corporate presence in Syracuse will continue to temper the area's recovery and highlights the need for diversification.

Local Area Analysis



Location Overview

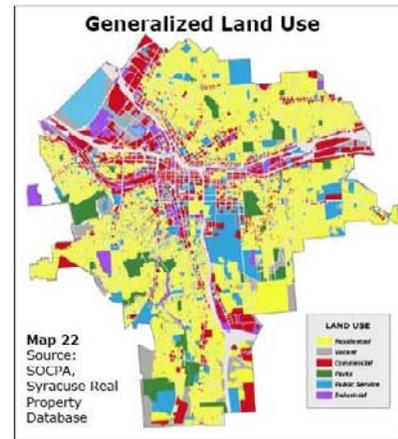
The property is located in Onondaga County, within the city of Syracuse. Generally, the boundaries of the local area are Interstate 81 to the east, Onondaga Lake to the west and the Onondaga Canal to the South. Other local landmarks include Hanover Square, Columbus Circle, Everson Museum of Art, Landmark Theater, Erie Canal Museum, and Clinton Square. The Central Business District is approximately four miles south the subject property on the west side of I-81, while Syracuse University dominates the area to the east of I-81.

Nearby and Adjacent Uses

The subject's local area is composed of mix of commercial and industrial developments including retail uses, with the subject property presents the retail hub. The local area is also composed of light industrial, light manufacturing, business uses, and various highway commercial uses including hotel and motel development. A band of industrial and warehouse areas stretch from east to west along the former route of the Erie Canal and New York City Railroad, which is now I-690. Residential areas form a broad crescent around the commercial center. Through the residential districts, bands of commercial structures line major streets. Adjacent to the mall, a 209 unit Embassy Suites hotel is being built. A 134-room Aloft Hotel has recently been built at the Inner Harbor, less than a mile from the subject.

Land Uses

The following graphic, obtained from the Syracuse Comprehensive Plan 2025 summarizes Syracuse's Land Use Acreage.



Source: The Syracuse Comprehensive Plan 2025 as prepared by Clough, Harbour & Associates LLP

As illustrated by the graphic the areas surrounding the subject property and extending along the major arteries is largely developed with commercial and industrial uses. Residential uses are located in the more outlying areas of the city.

Overall, commercial uses account for approximately 16 percent of the land area in the City of Syracuse. Uses vary from downtown office buildings, to neighborhood retail, to large regional shopping centers. The majority of commercial land uses are concentrated near primary transportation arteries throughout the area.

Approximately 4 percent of the city is zoned Industrial. Most of the industrial properties in the area are situated along the former canal and in the Lakefront where salt processing and Barge Canal activity previously flourished.

Residential remains a large portion of Syracuse's landscape with 49 percent of land use acreage including over 68,000 housing units. Located on the outskirts of downtown Syracuse and the Commercial Zoning District, housing varies from stately historic colonial residences to modest capes and modern townhouses. The majority of homes in the area were constructed between 1950 and 1990. Approximately 30 percent of the city's housing stock was built in 1939 or earlier and are in various states of repair.

Special Hazards or Adverse Influences

The site of Carousel Center, together with the surrounding area previously was known as "Oil City" an area with numerous oil storage facilities including above ground storage tanks utilized by Hess, Mobil, Citgo and Sunoco. "Oil City" encompasses 10 parcels of land in a two-block area that have been a major petroleum storage site for various oil companies since the early 1900s. As a result, there is ground water contamination as well as pollution of Onondaga Lake which is one of America's most polluted bodies of water. Remediation work on the land has been on-going and a collaborative effort among the oil companies, the DEC, local and federal government officials and current property owners.

Access

The subject property is easily accessible from Interstates 81, 90, and 690. Interstate 81 serves as the main north-south roadway, extending from Canada down to Tennessee. Interstate 90 runs in an east-west direction from Boston to Buffalo. Direct access to the subject site is available from Hiawatha Boulevard, Harborside Drive and Interstate 81. Hiawatha Boulevard connects with Interstate 690 approximately two miles south of the subject. Interstate 690 is a major local east-west thoroughfare. Overall, access and visibility of the site is considered excellent.

Conclusion

The subject property represents the commercial and retail hub for the City of Syracuse and the surrounding area. Anchored by the subject property, additional retail development has occurred in the area, and is expected to continue over time, providing a critical mass of retailers. The area offers attractions and entertainment options for local residents and the regional market alike. Additionally, the Aloft Hotel was recently completed and an Embassy Suites Hotel is being constructed. This critical mass is important to the extent that a larger customer base may be drawn to the area for the varied types of retailers and attractions that are located here.

Overall, the site is large enough in size to accommodate the existing improvements. It is well configured and has a relatively level topography. The sites access and visibility are very good. We conclude that the site is conducive for its existing retail use.

Retail Market Analysis

Trade Area Overview

A retail center's trade area contains people who are likely to patronize that particular center, and its ability to draw these people comes from the strength of the anchor tenants, complemented by regional and local tenants. Customers are drawn by a given class of goods and services, and a successful combination of these elements creates a destination for customers seeking both variety and the comfort and convenience of an integrated shopping environment.

The subject is best described as a Super-Regional Center. Super-regional centers/malls are similar in concept to regional centers but have more variety and assortment. They typically encompass 800,000+ square feet of GLA on 60 to 120 acres. They will typically have three or more anchors (full-line department store, junior department store, mass merchant, discount department store, fashion apparel) with a 50 to 70 percent anchor ratio and a primary trade area of 5 to 25 miles.

The subject is a component of a larger project known as Destiny USA, a shopping, dining and entertainment destination which is comprised of 2.4 million square feet of GLA, over 250 stores, with over 26 million visits per year. Tenancy at Destiny USA includes 40 outlet and discount stores, making it the number one tourist attraction in Central New York. The center also benefits from Canadian shoppers, accounting for 10 to 20 percent of sales, and over 215,000 university shoppers. There are 150 acres of adjacent land available for development, and plans are underway for complementary uses to grow tourism and increase visits. A 209-room Embassy Suites Hotel is also scheduled to open in 2017.

Destiny USA is the sixth largest enclosed mall in the United States and the largest center in New York State and the dominant center serving the Syracuse metropolitan region and a good portion of central New York.

To define and analyze the market potential for Carousel Center, we must first establish the boundaries of the trade area from which customers will be drawn. In some cases, defining the trade area may be complicated by the existence of other retail facilities on main thoroughfares in trade areas that are not clearly defined or whose trade areas overlap with that of the subject.

Once the trade area is defined, the area's demographics and economic profile can be analyzed. This will provide key insight into the area's dynamics as it relates to the subject.

National Retail Market Overview

State of the Market - Second Quarter 2016

Introduction

Even almost a decade after the sub-prime mortgage crisis, the U.S. hasn't quite yet been able to return to pre-crisis growth levels. Through 2015, the U.S. economy expanded at a sub-par rate of 2.4 percent year over year. According to Forbes, throughout last year, the country confronted weakened exports stemming from the strong dollar, falling commodity prices due to the Chinese slowdown, and a broader global weakening in demand as commodities-dependent emerging market economies lost strength. Even the stock markets, which had rallied for six years continuously, finished flat in 2015. Volatility has plagued the stock market through the first-half of 2016. In recent months however stocks have performed at record levels. Nonetheless, experts warn that a dip in the second half

may be eminent as there are many uncertainties, including Brexit negotiations, China's attempt to manage its slowdown, and the upcoming presidential election in the U.S.

The slump in oil prices, which began in 2014, intensified in 2015 and caused prices to sink to an 11-year low in December 2015. In 2015, advanced economies saw nearly 175,000 layoffs in the energy sector, roughly 59,000 of those occurred in the U.S. Commercial banks do have a fair amount of exposure to the energy sector: an estimated 1.5 percent to 3.5 percent of loans on bank balance sheets are linked to the energy industry. But overall, the fall in oil prices is a net positive for the U.S. economy as lower oil prices spur increased consumer and business consumption, benefiting the majority of U.S. property markets.

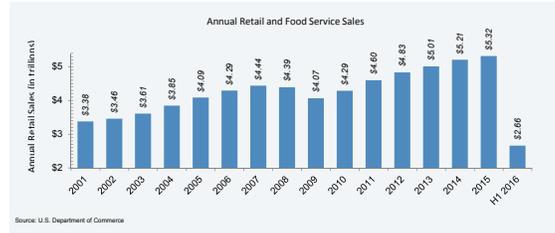
Consumer spending, which jumped 4.2 percent in the second quarter, helped offset lower investment by businesses. As such, the U.S. economy continues to plod along albeit in uninspiring fashion, as evidenced by the fact that the gross domestic product climbed at just a 1.2 percent annualized rate in the second quarter. For the year as a whole, we now see U.S. GDP growing by about 1.4 percent, versus 2.8 percent in 2015. Growth in the second half of the year is estimated to be at a 2.0 percent pace, moderately higher than first-half growth that averaged just 1.0 percent. However, the possibility of a U.S. dollar growing stronger, uncertainty surrounding the U.S. presidential contest and other risks could further dampen business investment and make consumers more cautious, too. GDP growth in 2017 will likely be a little better, at around 2.0 percent. Continuing job and wage gains will further pad Americans' pockets with disposable income.

After a sturdy reversal in June, the underlying strength in the U.S. labor market was cemented in July. The month saw the addition of 255,000 new jobs, which is significantly above the 180,000 rise expected by analysts. The unemployment rate remained at 4.9 percent. However, the figure was short of the June addition, which was revised up to 292,000 from 287,000 new jobs reported earlier.

House sales and prices are rising. Home sales in June were 5.57 million at annual rates, the highest since February 2007 when national home prices peaked. Currently prices as measured by the S&P/Case-Shiller National Home Price Index are climbing at a 5.0 percent annual rate and are a mere 3.0 percent from their all-time peak. Factors that are boosting house prices include a decrease in the number of house listed for sale, the availability of cheap mortgages and recent increases in residential construction. Total existing-home sales, which are completed transactions that include single-family homes, townhomes, condominiums and co-ops, inched 0.4 percent to a seasonally adjusted annual rate of 5.47 million in January from a downwardly revised 5.45 million in December. Sales are now 11.0 percent higher than a year ago – the largest year-over-year gain since July 2013 (16.3 percent). According to the National Association of Realtors, in 2016, existing sales are expected to grow between 1.0 and 2.0 percent (5.30 to 5.40 million) and prices between 5.0 and 6.0 percent.

Retail and food service sales have grown at a compound average rate of 2.7 percent over the last 10 years. In 2015 they were up 2.3 percent annually. More recently, in June 2016 they were up 0.6 percent compared with the month before, and the industry overall posted a solid 2.7 percent rise in revenue compared with the same period in 2015. Nonstore retailers emerged the clear winners as more and more consumers turned online to shop. Online retailers, including online marketplaces such as Amazon and Etsy, plus retailers with e-commerce sites—Walmart, Target and others—posted a strong 14.2 percent gain over the same month a year ago. The last couple years, retail industry sales have grown at a rate faster than many other industries. Retail sales growth has been driven by rising employment and income along with lower oil prices, which free up income for spending on other goods and services. The National Retail Federation is predicting steady growth for 2016 projecting that sales will rise above the 10-year average of 3.4 percent.

Annual retail sales are as follows:



National Retail Investment Sales Market

Retail Transaction Activity

As the economy improves, retail transaction volumes are beginning to rebound. Pricing metrics have strengthened for retail properties with per-square-foot prices rising, average cap rates for primary assets falling and the Moody's/RCA Commercial Property Price Index ("CPI") reaching its highest post-recession level with a 13.0 percent rise in 2015. Year-end 2015 data available from Real Capital Analytics indicates that retail transactions have totaled over \$87.6 billion, a 4.8 percent increase over the \$83.6 billion in transactions recorded in the previous year. This was the highest sales volume since RCA began tracking the market in 2001. The increased volumes are a strong indication that investors feel there is growth potential in the retail market. Through the first half of 2016, transaction volumes reached just \$36.6 billion. This figure is down nearly 20 percent from year earlier figures. Cross-border activity as well as private equity investment volumes were down in the first half of 2016 compared to 2015.

The following graph displays annual retail transaction volume since 2001:



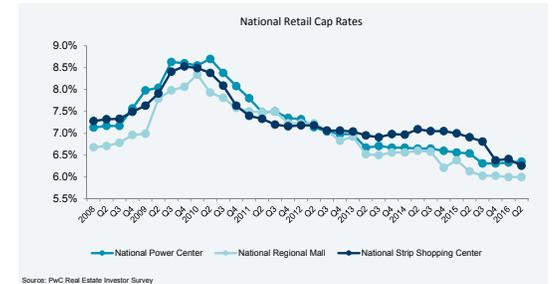
Retail Capitalization Rates

As the credit markets continue to loosen, transaction activity is on the rise. Investors have increasingly focused on real assets, such as commercial real estate, as a hedge against inflation in the wake of previous economic uncertainty. During 2015 capitalization rates (OARs) continued to compress as demand increased.

The PwC Real Estate Investor Survey reports that national power center and strip shopping center OARs are now below pre-recession levels. Through second quarter 2016, power center OARs averaged 6.4 percent, while regional mail and strip shopping center OARs averaged 6.0 and 6.3 percent, respectively. In the current market, investors are viewing higher-quality assets in primary urban and first-tier suburban markets most favorably.

With significant investor interest in the most dominate markets, capitalization rates have compressed notably among much of the most desirable product. As such, secondary markets are gathering more attention as sources of opportunity. It should also be noted that the combination of low interest rates and increasing loan-to-value ratios are driving many investors to turn to real estate as an alternative investment vehicle. However, we would note that as we continue into Q3 2016, despite strong market fundamentals there is a growing consensus that with the exception of trophy assets, cap rates have stabilized for most other retail asset classes.

The following graph depicts quarterly national retail capitalization rates by property type since 2008:



CMBS Market

The availability of debt including the resurgence of Commercial Mortgage Backed Securities (CMBS) has contributed to increases in transaction activity. CMBS issuance was up for the sixth straight year while commercial real estate prices continued to increase in nearly all sectors, despite increased economic volatility.

Commercial Mortgage Alert, an industry publication, estimated that new CMBS loan originations totaled \$100.9 billion in 2015, up 7.2 percent from \$94.1 billion the year before. At the end of 2015 the thought was that total volume in 2016 might come in at roughly \$115 billion to \$125 billion. However, the first half of the year has seen substantial volatility in MBS spreads. This volatility has resulted in some of the biggest losses since the sectors revival in 2010. The uncertainty has prompted conduit programs to significantly scale back lending as the market adjusts. Through August 2016, CMBS issuance totaled just \$39.0 billion. Life Companies and other balance sheet lenders have taken up some of the slack but the feeling is that CMBS lenders will have a strong finish this year.

The following table compares annual CMBS volume over the last eight years:

U.S. CMBS ISSUANCE (IN BILLIONS)										
2007	2008	2009	2010	2011	2012	2013	2014	2015	YTD August 2016	
TOTALS	\$228.6	\$12.1	\$2.7	\$11.6	\$32.7	\$48.2	\$86.1	\$94.1	\$100.9	\$39.0

The prominent concern is the amount of CMBS loans that are set to mature in the near future. According to Trepp LLC, between now and 2018, \$205.2 billion of conduit loans come due, with \$87.1 billion maturing in 2016 and \$105.8 billion in 2017. Maturities scheduled for 2018 drop off to \$12.8 billion. The peak of maturity defaults will occur in 2016 and 2017, when the CMBS loans that were underwritten at the height of the market in 2006 and 2007 will come due. Approximately \$169 billion of CMBS loans were issued in 2005; in 2007, that number reached \$229 billion. With issuance hovering at \$100 million, there is a vast gap between issuance and what will come due.

Further, current capital is subject to underwriting standards that are more stringent than those that were used at the time of origination.

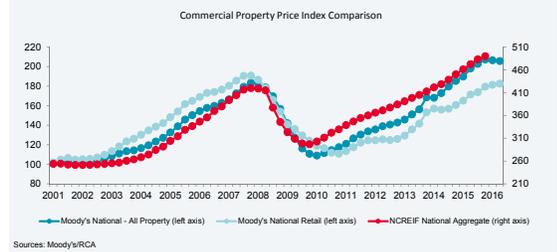
The volume of loans coming due in the next two years remains daunting. However, healthy real estate market fundamentals have enabled many owners to increase rents and income, which has contributed to an increase in property values and made refinancing easier than it otherwise would be. According to the latest from Trepp LLC, the delinquency rate moved higher for the fifth straight month in July. The delinquency rate for US commercial real estate loans in CMBS is now 4.76 percent, an increase of 16 basis points from June. The rate is 66 basis points lower than the year-ago level and 41 basis points lower since the beginning of the year. However, the rate is now 61 basis points above its multi-year low of 4.15 percent that was reached in February 2016. The all-time high was 10.34 percent in July 2012.

Commercial Property Price Index

The Moody's/RCA Commercial Property Price Index (CPPI) is a periodic same price change index of U.S. commercial investment properties. The Moody's/RCA CPPI uses advanced repeat-sale regression analytics to measure price changes in U.S. commercial real estate.

As of March 2016, the most recent figures published, Moody's/RCA CPPI for all properties measured an increase over 13.0 percent year-over-year. Currently at 205.5, the index has surpassed its previous peak of 186.06 measured in the December 2007. For retail properties, CPPI figures reported by Moody's/RCA have indicated growth of 10.2 percent during the year-ending March 2016. The current Moody's/RCA CPPI figure for retail properties is 182.6, shy of the index peak of 190.8 witnessed in September 2007.

The following graph displays the CPPI Index between January 2001 and March 2016:



Similarly, the National Council of Real Estate Investment Fiduciaries (NCREIF) also compiles a property price index based on a large pool of individual commercial real estate properties. The NCREIF Property Price Index is a quarterly time series composite total rate of return measure of investment performance of said commercial real estate properties acquired in the private market for investment purposes only. Based on data from NCREIF, the property price index peaked in the first quarter of 2008 at 419.88 before falling 29.3 percent to 296.81 in the first quarter of 2010. Since bottoming, the NCREIF Property Price Index has surpassed its pre-recession levels by 15.0

percent, standing at 489.67 as of March 2016, reflecting an increase in commercial real estate values over recent quarters.

Retail Market Conditions

Retail Construction Activity

Despite improving fundamentals in the retail real estate market, developers and lenders are still cautious about investing in new construction projects. The exception being outlet center development and projects located in the highest-performing markets with strong tenant mixes possibly including grocery retailers, drug stores or similar net leased properties that have shown notable strength in the current market. According to data from the CoStar Group, retail construction starts peaked at 66.0 million square feet in the second quarter of 2006. Given the collapse of credit markets and consumer demand during the recent recession, construction starts fell significantly in the ensuing years and continues to show only modest improvement. Recently, retail construction starts totaled just 9.9 million square feet in the first quarter of 2016.

The following graph shows retail construction starts from the second quarter of 2006 through first quarter 2016:



Looking forward, new construction activity is expected to remain tepid until the industry works through the large amounts of debt maturities scheduled to come due between now and 2017. Vacancy amongst top-tier product across the country's primary markets is tightening. In fact, the national vacancy rate as reported by CoStar was 5.9 percent which is weighted lower by the primary markets which benefited from 20 million square feet of net absorption. Green Street Advisors notes that the occupancy gap between high-quality and average-quality centers is the widest it has been in recent years. High-quality centers are seeing occupancy rates in the mid- to high- 90.0 percent range while average-quality centers struggle to reach the high- 80.0 percent range. Significant blocks of space remain available within secondary and tertiary markets. This space can be increasingly difficult to fill as many national retailers reevaluate their real estate positions with a focus on efficiency across their current holdings and strengthening of their online presence. Suzanne Mulvee, Director of Retail Research for CoStar notes that the 70.0

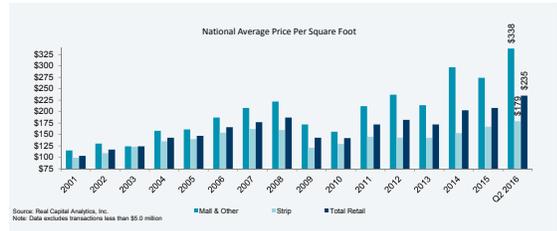
million square feet of new shopping center space currently under construction across the U.S is the highest level since the last recession. We expect retail construction starts to continue this upward trend over the next 12 to 18 months.

Retail Price Per Square Foot

Unit pricing levels achieved by shopping centers has generally followed broader economic patterns. Between 2003 and 2008, a time from when the market had picked up after the last recession, up until the most recent market fall-out, the average price per square foot for retail assets increased by 50.8 percent to a peak of \$187 per square foot in 2008. However, in 2010, the average price per square foot for all retail property would sharply decline to a low of \$142 per square foot. Not until late 2010/early 2011 did the price per square foot begin to recover, and in 2012 it jumped to \$182 per square foot, a 28.1 percent increase over 2010.

Second-quarter 2016 data, continued to indicate strength. Total retail property sales are averaging over \$200 per square foot. The recent averages surpasses the 2008 peak, and baring some shift in fundamentals should continue to set new highs for the foreseeable future. We would note that RCA reports that there is a widening gap between unit prices paid in primary markets vs. secondary and tertiary markets. A flight to quality is prevalent in all of the major CRE market groups, including retail.

The following graph depicts the historical average price per square foot for retail assets as surveyed by RCA through second-quarter 2016:



Vacancy and Rental Rates

The graph below shows the severity of the last recession in terms of declining absorption and rising vacancy rates. In 2008, retail absorption was negative for the first time since Reis began collecting data in 1986. Mirroring the rebound in other commercial property sectors, leasing and occupancy of U.S. malls and shopping centers saw improved fundamentals through 2015. According to Reis, the low amount of new supply of retail space should reflect as a decline in retail vacancy rates through 2020. Between 2016 and 2020, Reis data forecasts absorption in the retail market to average approximately 22.5 million square feet per year while construction completions average approximately 17.3 million square feet per year. Given this forecast, overall vacancy rates in the national retail market are projected to fall approximately 160 basis points to 8.4 percent from their current reading near 10.0 percent.

The subsequent graph depicts annual market conditions within retail markets across the U.S.:



During 2016, falling vacancy rates and rising demand in the retail market has brought the start of meaningful rent growth for landlords in major U.S. retail markets. According to Reis data, prior to the latest economic recession, annual effective retail rental rates grew at an average rate of 2.4 percent. Following nearly four years of negative rent growth during the economic fallout from 2008 to 2011, effective retail rental rate growth figures are now averaging near pre-recession levels.

The following graph shows a composite of asking and effective annual rent growth within retail markets across the U.S.:



Store Closings

According to the most recent annual data collected by the International Council of Shopping Centers (ICSC), retailers and restaurateurs announced that approximately 2,190 establishments closed in the first half of 2016. Store closing in the first half of 2016 equates to over 58.8 million square feet. The majority of retailers announcing store closings are mall-based tenants which have proven very problematic for mall owners with class-B and class-C properties.

The following is a list of annual store closings:



Discount department store retailers announced that they will close over 2.0 million square feet. In addition, Wal-Mart announced it will close 269 stores, including 154 within the U.S. J.C.Penney will be permanently shutting down 47 more stores after closing a total of 40 stores in 2015. Sears has shut down approximately 600 locations over the past year or so, as sales continue to suffer at stores that remain open. As well, Macy's recently reported that it will close 36 stores and eliminate 4,500 positions in 2016. Office Depot/Office Max has closed 400 stores and expects to close another 400 more over the next few years. Other contractions were seen in the teen apparel, sporting goods and office supply chains.

While declining sales have forced many retailer chains to pare down their number of outlets, other retailers are closing due to shifts in the marketplace. As such, many struggling retailers have been forced to reinvent how they reach customers.

Mergers and Acquisitions

It was a banner year for mergers and acquisitions as an estimated \$5.03 trillion worth of deals were struck worldwide, exceeding the \$4.30 trillion announced in 2007. According to PNC Research, acquisitions involving 22 major retailers were announced during the year, translating to total deal volume of approximately \$43.6 billion, well above the \$34.0 billion among 35 major company acquisitions in 2014.

Less than two years after the merger of Office Depot and OfficeMax, Staples has offered to buy the combined entity for \$6.3 billion. However, the FTC has rejected the combined entity. The companies said they would not appeal the decision and would instead abandon the deal.

Aeropostale Inc has been negotiating a potential sale to private equity firm Versa Capital Management LLC that would save thousands of jobs at the bankrupt U.S. retail chain and keep many of its stores open, according to a

court filing. Versa, which specializes in distressed investments, would pay cash for Aeropostale's inventory and take on over 500 of the chain's leases, located mostly in malls across the United States.

Ascena Retail Group Inc. purchased Ann Inc. in August 2015 for roughly \$2.16 billion, adding the Ann Taylor and Ann Taylor Loft chains to its collection of women's apparel brands. The combined company has approximately \$7.3 billion in annual sales and operates more than 4,900 stores focused exclusively on women's clothing and accessories.

Walgreens Boots Alliance Inc. agreed to purchase Rite Aid Corporation for about \$9.4 billion. Including assumed debt, the transaction is valued at \$17.2 billion, making it the second largest deal involving a retailer in 2015. While the combination would more than double Walgreens' footprint in 14 states (including Pennsylvania, New York, and Michigan), there does not appear to be significant overlap in key states such as Florida, Texas, and Illinois.

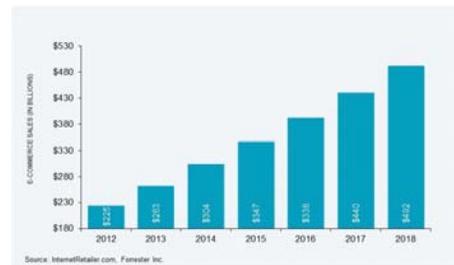
In the grocery segment, Royal Ahold and Delhaize Group combined their business as Ahold Delhaize, which created one of the largest supermarket chains in the U.S. The merger, valued at \$29.1 billion, results in roughly 2,000 U.S. stores and 6,500 locations worldwide, with sales of more than \$80.0 million. Additionally, Kroger purchased Roundy's Supermarkets for approximately \$800.0 million. The deal provides Kroger with 151 new stores and 101 pharmacies in new geographies including Milwaukee, Madison, and Northern Wisconsin, which are served under the Pick 'n Save, Copps, and Metro Market banners. The merger also expands Kroger's presence in the Chicagoland area, where Roundy's operates 34 stores under the Mariano's banner.

E-Commerce

In the age of Amazon.com, stores are trying to reinvent themselves, generally using one of two strategies: deliver products more quickly than and nearly as inexpensively as online sellers, or offer shopping experiences that entice people to visit their establishment and buy something. With the rise of online purchasing and increased price-sensitivity from consumers, retailers without a notable e-commerce platform will suffer white online-sales and sales from smartphones continue to grow at a quicker pace than brick-and-mortar sales.

Online sales in the United States are expected to reach \$523 billion in the next five years, up 56 percent from \$335 million in 2015, and mobile devices are expected to be a key driver in that growth, Forrester Research Inc. says. Forrester predicts online sales will grow by an average annual rate of 9.3 percent over the next five years. In the first quarter of 2016, U.S. e-commerce sales grew 15.1 percent. U.S. e-commerce sales growth continues to outpace stores. In the first quarter of 2016, the web represented 11.2 percent of total retail sales when factoring out items not normally bought online like fuel and automobiles. This is the highest e-commerce penetration in history.

The following chart tracks annual e-commerce sales from 2013 to 2015 with forecasts thru 2018, as reported by InternetRetailer.com and Forrester Inc.:



Additionally, many retailers are beginning to realize that rather than close stores, they can sustain them by giving them a much-needed facelift. Reinventing the store involves a thorough rework that often includes creating a "brand story" to engage and involve a consumer in the shopping experience. In a recent study conducted by Westfield, the five trends that point toward a new era in retail include: Rental Retail, Enhanced Realty Retail, Classroom Retail, Sensory Retail and Loyalty programs that recognize good choices. While it's not the topic of this overview to address the specifics of these trends, the point here is that the Evolution of Retail will continue to result in engaging and experiential venues that will entice and stimulate consumer behavior.

National Retail Market Summary

The overall picture for retail is positive over the near-term. With another year of increasing e-commerce sales, retailers are starting the year off by "right-sizing" and revisiting their real estate strategy to become more omni-channel. While this will result in a greater number of store closures this year, the trend will only impact a few retail sectors (primarily apparel and department stores). As a result, malls and lifestyle centers will feel most of the pain with trophy centers and prime urban locations will only be minimally impacted.

The U.S. economy continues to be in a period of growth that we expect to carry through the second half of 2016 and into 2017. Employment, income and output will all continue to reach new highs. Nonetheless, recognizing the uncertainty that comes with an election year, we still believe the risks to this outlook are modest. The result should be a good year for the commercial real estate sector in general and retail in particular.

Scope of Trade Area

Traditionally, a retail center's sales are principally generated from within its primary trade area, which is typically within reasonably close geographic proximity to the center itself. Generally, between 55.0 and 65.0 percent of a regional center's sales are generated within its primary trade area. The secondary trade area generally refers to more outlying areas that provide less frequent customers to the center. Residents within the secondary trade area would be more likely to shop closer to home due to time and travel constraints. Typically, an additional 20.0 to 25.0 percent of a center's sales will be generated from within the secondary area. For centers that have above average regional accessibility, this percentage can sometimes be greater. The tertiary or peripheral trade area refers to more distant areas from which occasional customers to the mall reside. These residents may be drawn to the center

by a particular service or store that is not found locally. Industry experience shows that between 10.0 and 15.0 percent of a center's sales are derived from customers residing outside of the trade area. This potential is commonly referred to as inflow.

In areas that are benefited by an excellent interstate highway system or are noted as prime tourist destination centers, the percentage of sales generated by inflow patrons can often run upwards of 25 percent or higher.

To define trade area we must thoroughly review the retail market and the competitive structure of the general marketplace, as well as the subject's position within that marketplace. The subject property's position within the area's retail structure will be further examined by profiling the stores that anchor the subject.

Retail Structure

To examine the subject property in its proper context we must also examine its most direct competition and give consideration to the potential for new competition via proposed centers. Competition comes from a wide variety of sources, including existing regional malls, freestanding department stores, category killers, off-price retailers and large strip centers. Carousel Center is a traditional shopping center with a wide mix of tenants. The potential trade area for the subject mall is defined by the location and drawing power of surrounding regional retail centers. The competitive retail centers with the subject are presented in the table below, followed by a brief discussion of each.

COMPETITIVE SHOPPING CENTERS									
No.	Property	Description			Anchor Tenants	Sales/SF	Occ.	Distance to Subject	
PRIMARY COMPETITION									
1	Shoppingtown Mall 2485 Erie Blvd. DeWitt, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1954 Renovation: 1992 Expansion: 1974, 1984 and 1992	Total GLA: 877,813 Anchor GLA: 386,850 Anchor Ratio: 41%	Sears Regal Cinema	\$220.00	35%	8.5 miles E		
2	Great Northern Mall 4100 Route 31 Clay, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1989 Renovation: 1994 Expansion: NA	Total GLA: 895,010 Anchor GLA: 529,998 Anchor Ratio: 37%	Dick's Sporting Goods Macy's Regal Cinema Sears	\$240.00	75%	10.0 miles N		
SECONDARY COMPETITION									
3	Fingertown Mall 1570 Clark Street Road Auburn, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1980 Renovation: 2004 Expansion: NA	Total GLA: 427,447 Anchor GLA: 279,583 Anchor Ratio: 65%	Bass Pro Shops J.C. Penney Track Cinema	\$245.00	70%	30.0 miles SW		
4	Sangerstown Square Mall 1 Sangerstown Square New Hartford, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1980 Renovation: 1998 Expansion: 2000	Total GLA: 880,000 Anchor GLA: 521,406 Anchor Ratio: 59%	J.C. Penney Macy's Sears Target	\$300.00	95%	50.0 miles E		
5	Salmon Run 21162 Salmon Run Mall Loop West Watertown, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1998 Renovation: 2004 Expansion: 2000	Total GLA: 625,795 Anchor GLA: 374,900 Anchor Ratio: 60%	Bon Ton Burlington Coat Factory Garden Mountain J.C. Penney Sears	\$300.00	90%	70.0 miles N		
6	Eastview Mall 7970 Windsor Victor Road Victor, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1971 Renovation: 2003 Expansion: 2003	Total GLA: 1,686,690 Anchor GLA: 897,582 Anchor Ratio: 53%	J.C. Penney Lord & Taylor Macy's Sears Von Maur	\$435.00	97%	70.0 miles W		
7	Outstate Mall 334 Reynolds Road Jenison City, NY	Sub-Type: Super-Regional Center/Mall Year Built: 1975 Renovation: 1998 Expansion: 1984	Total GLA: 648,784 Anchor GLA: 465,830 Anchor Ratio: 94%	Bon Ton Burlington Coat Factory J.C. Penney Macy's Sears	\$395.00	92%	78.0 miles S		
Survey Total GLA		6,241,539							
Survey Minimum		427,447				\$208.00	35%		
Survey Maximum		1,686,690				\$435.00	97%		
Survey Average		905,934				\$328.43	81%		

Compiled by Cushman & Wakefield, Inc.



Primary Competition

Shoppingtown Mall opened as one of Syracuse's first suburban shopping centers in 1954 as an open-air mall. It was enclosed in 1975 and substantially remodeled in 1991. Shoppingtown Mall is mostly two stories, however only a small portion of the lower level is accessible to the public and is used for retail space. The center is located in DeWitt on the east side of the Syracuse MSA. Previously owned and managed by Wilmore, this property changed ownership April 25, 2005 as part of the Macerich Company's \$2.3 billion acquisition of the Wilmore Company.

In March 2007 the Macerich Company proposed a \$15 to \$20 million renovation and redevelopment of the center in which the original wing of the center which connects Macy's and Dick's Sporting Goods would be raised in favor of an open-air lifestyle component. In preparation of the redevelopment, ownership did not renew the leases in this wing of the center. Before the project could begin the economy went into a recession. With retailers not expanding and financing difficult to obtain, the project never went forward. One exception is that the existing Regal Cinema expanded and renovated their facility. The newly expanded 64,000 square foot facility includes each of the original ten auditoriums converted to stadium seating, plus four new larger stadium auditoriums.

In February 2011, the redevelopment of the center looked to be back on track when the Onondaga County Legislature approved a payment in lieu of taxes, or PILOT, for the Shoppingtown Mall. This agreement would reduce and freeze the property's assessment at \$35 million for a 10-year period thus reducing its tax liability by approximately \$800,000 per year over this period. The agreement was contingent upon ownership completing a renovation of the center by 2014 but still required approval from both Onondaga County and the Jamesville-DeWitt School District. However in July 2011, Macerich announced that it had defaulted on a \$39 million balloon payment due in May 2011 and that the property was being transitioned back to its loan servicer.

In September 2013, the center was sold for \$13.65 million to Moonbeam Capital Investments, a private equity firm which specializes in redeveloping distressed real estate. After analyzing the property, the new owners proposed a redevelopment of the Sears wing as an open-air lifestyle center with more street-level visibility for tenants. The firm also suggested possible mixed-use elements, including office, residential and community space. Ownership is currently pursuing a tax appeal to reduce the assessment on the property from the current \$36.7 million to their purchase price and won't begin any renovation or redevelopment plans until the appeal is settled.

In October 2014, Dick's Sporting Goods announced they would be closing their store at Shoppingtown Mall in favor of a new store in Knatt Plaza on Erie Boulevard in DeWitt. In January 2015, Macy's also announced they would be closing their store at Shoppingtown mall as part of a corporate wide downsizing. In January 2016, J.C. Penney announced that they would be closing their store at the center in April 2016. This would leave only Sears as an anchor for the center.

Historically, Shoppingtown Mall was considered a strong competitor and is well located in proximity to the affluent suburbs of DeWitt and Fayetteville. The property had performed reasonably well prior to the proposed redevelopment by former ownership but has been in limbo for nearly a decade. Having Sears remaining as an anchor tenant could be a major setback in the potential redevelopment of this center.

Great Northern Mall is a one-story super regional mall containing 895,010 square feet of gross leasable area. This property along with the subject center was part of the Macerich acquisition of Wilmore in April 2005.

Originally constructed in 1988, the property was most recently renovated in 1994 when the Bon Ton department store replaced Chappell's. BJ's Wholesale Club and Toys R Us are situated on outparcels of the property. Similar to Shoppingtown Mall, the Kaufmann's store at Great Northern was reflagged as a Macy's and Bon Ton closed their store upon expiration of their lease in January 2006. Presently, Great Northern Mall is anchored by the Dick's Sporting Goods, Macy's, Regal Cinema and Sears.

The mall is 73 percent occupied and sales of approximately \$240 per square foot. The traditional line of tenants at the property includes Aeropostale, Bath & Body, Christopher & Banks, Dress Barn, H&M, Old Navy, Pacific Sunwear, Victoria's Secret and Zumiez.

Secondary Competition

Fingertown Mall is a relatively small enclosed center located outside the city of Auburn in the Fingertown region of Upstate New York. The center was originally developed by The Pyramid Companies in 1980, at which time it was anchored by Chappell's, J.C. Penney, Kmart, and Sears.

During the 1990s the center went through several anchor transitions. Chappell's closed their store at the center in 1994, and Kmart closed a year later. Although Peeble soon replaced the Chappell's store, in line tenancy began to decline and by the late 1990s, it was reportedly 45 percent occupied.

The center also went through a series of changes in ownership. The Pyramid Companies sold the center to Jager Management, who in turn sold it to Gregory Greenfield & Associates (GG&A). GG&A in association with Jones Lang LaSalle began a renovation and repositioning of the center. Sears was relocated from its existing store to the space vacated by Kmart. The former Sears store and adjoining mall space were converted to Bass Pro Shops and the center was renovated inside and outside. The renovation and repositioning was initially successful and mall shop occupancy increased to 88 percent. However Gregory Greenfield & Associates faced financial difficulties and the center was foreclosed upon. In 2006 the center was sold for \$27 million.

At the present time the center is anchored by Bass Pro Shop and J.C. Penney. In line occupancy has declined over the past several years and is now approximately 73 percent and consists mostly of regional and local retailers with some national tenants.

Sangerstown Square Mall consists of approximately 680,000 square feet. This one-story super regional mall is situated on the corner of Route 5 and Route 5A in New Hartford, NY, approximately 50 miles east of the subject.

Sangerstown Square Mall was originally constructed in 1980 and was later renovated in 1996. In 2000, Sears completed a remodel, and Macy's (formerly Kaufmann's) and J.C. Penney each expanded. In the fall of 2002, Target opened a 125,000 square foot store on the site of a former Bradley's store.

Anchor stores at the property include J.C. Penney, Macy's, Sears and Target. The property also contains a Dick's Sporting Goods and H&M as junior anchor stores. Notable inline retailers at the property include Aeropostale, American Eagle Outfitters, Bath & Body Works, Charlotte Russe, DSW, Express, Gap, Hollister, Justice, PacSun, Victoria's Secret and Zumiez. The property reports 95 percent occupancy and sales of \$390 per square foot.

Salmon Run is a one-story regional mall situated approximately 70 miles north of the subject property in Watertown, New York. The property was built in 1986 with an expansion/renovation in 1989. Salmon Run Mall has a total gross building area of 625,795 square feet and serves to limit the subject property's trade area to the north.

The property is anchored by the Bon Ton, Burlington Coat Factory, Dick's Sporting Goods, Grandeur Mountain, J.C. Penney, Regal Cinemas, and Sears. The remaining building area contains a dedicated food court as well as approximately 90 inline tenants, which account for nearly 375,000 square feet. National inline tenants include Aeropostale, American Eagle Outfitters, Crazy 8, Deb, Gap, Pacific Sunwear, and Victoria's Secret. Management has reported that the mall is 90 percent occupied and sales of \$390 per square foot.

Eastview Mall is a 1.687 million square foot super regional mall located approximately 70 miles west of the subject, limiting the potential trade area of the subject to the west. Although original part of the Macerich Company's acquisition of the Wilmore Company, Eastview Mall was purchased by the principals in Wilmore as part of a buy-back agreement.

Eastview Mall opened in 1971 and has undergone a series of expansions. The most recent expansion was completed in 2003 wherein the property added additional inline space, reconfigured one of the mall entrances to include valet parking as well as adding themed restaurants, Champs, PF Changs and Brio.

Eastview Mall is anchored by J.C. Penney, Lord & Taylor, Macy's, Sears, Target and Von Maur. Von Maur is a new addition to the center having backfilled formerly dark Bon Ton store in October 2013.

Oakdale Mall is a super-regional mall consisting of approximately 848,784 square feet. This one-story mall is located in Johnson City, approximately 78 miles south of the subject.

Constructed in 1975, the property was expanded in 1984 and more recently renovated in 1996. Anchored by the Bon Ton, Burlington Coat Factory, J.C. Penney, Macy's and Sears, the traditional mix of inline tenants at the property include Abercrombie & Fitch, Champs Sports, Finish Line, Express, Gap, Hollister, and Yankee Candle. Management reports 92 percent occupancy at the property and sales of \$365 per square foot.

Other Competition

Other competition to the subject property comes from various neighborhood and community centers throughout the CBSA, including freestanding stores and/or off-price, or discount-oriented big box users. Various other nodes of retail development exist throughout the area that offer varying degrees of competition to the subject. There are a number of larger strip centers, freestanding stores, and big box specialty retailers that, because of their major tenants and merchandising, do compete to some degree with the subject.

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Proposed Competition

According to REIS, there are no proposed retail projects in the Syracuse market that would compete with the subject.

Competition Summary

Overall, the properties presented represent the bulk of large-scale retail development in the competitive region. Shoppingtown Mall has struggled, and although only 6.5 miles from the subject, it is no longer seen as a direct competitor. Great Northern Mall is the only direct competitor, but has also struggled with occupancy.

Anchor Profiles

The subject property is anchored by Macy's, J.C. Penney, Lord & Taylor, and At Home (Lease Out). These anchors are primarily targeted toward the middle-income consumer, which fits well with the demographic profile of the subject's immediate trade area. Below are profiles of the stores anchoring the subject, as well as major tenants.

Macy's, Inc. Tenant Profile

Macy's, Inc. is the largest department store chain in the United States. The company's retail stores sell a wide range of merchandise including men's, women's and children's apparel and accessories, cosmetics, home furnishings and other consumer goods. Macy's operates 870 department stores in 45 states, the District of Columbia, Guam and Puerto Rico under the Macy's and Bloomingdale's banners.

Formerly known as Federated Department Stores, the Company voted in March 2007 to change its name to Macy's Inc. Federated shareholders approved the revised proposal during the company's annual meeting in May, 2007. Along with the change of the stock ticker symbol, the Company's headquarters moved from the original Lazarus flagship store in Columbus, Ohio, to the Macy's flagship store at Herald Square in New York City. The company's fiscal year ends at the end of January.

Macy's completed the sale of its David's Bridal and Priscilla of Boston businesses to an affiliate of Los Angeles-based Leonard Green & Partners, L.P. for approximately \$750.0 million in January, 2007. The sale includes 273 David's Bridal stores and 10 Priscilla of Boston locations. Following the sale, Macy's will continue to be David Bridal's exclusive department store wedding gift registry partner.

Credit Ratings

Macy's is rated investment grade by Moody's, Fitch and Standard & Poor's.

CREDIT RATINGS				
	Issuer Rating	Last Rating Date	Outlook	
Moody's	Baa2	Sep-15	Stable	
Fitch	BBB	Apr-16	Stable	
S&P	BBB	Mar-16	Negative	

Source: Moody's, Fitch, S&P

Annual Filing Data

Macy's net sales in fiscal 2015 shrank by 3.7 percent from the prior year to \$27.1 billion. The company's net income for the year was \$1.1 billion, compared to \$1.5 billion in fiscal 2014. Further, comparable store sales fell by 3.0 percent for the year which represents the end of five consecutive years of comparable sales growth.

The following is a profile of Macy's annual financial performance:

MACY'S FINANCIAL OVERVIEW					
	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011
Net Sales (in mil)	\$27,079	\$28,105	\$27,931	\$27,686	\$26,405
Net Revenue Growth	-3.7%	0.6%	0.9%	4.9%	5.8%
Net Income (in mil)	\$1,072	\$1,526	\$1,486	\$1,335	\$1,256
Same Store Revenue Change	-3.0%	0.7%	1.9%	3.7%	5.3%
Gross Leasable Area (SF in millions)	141.9	147.4	150.1	150.6	151.9
Revenue per Square Foot	\$191	\$191	\$186	\$184	\$174
Number of Stores	870	823	840	841	842
Average Store Size	182,000	182,000	182,000	182,000	182,000
Number of Employees	157,900	166,900	172,500	175,700	171,000

Source: Company filings

Store Openings / Closings

Macy's has announced that in 2016 it intends to open one new Macy's store in Kapelei, HI, approximately 42 new Bluemercury locations (24 freestanding and 18 inside existing Macy's stores) and 16 new Macy's Backstage locations (one freestanding and 15 inside existing Macy's stores).

In 2017, the company intends to open a new Macy's store in Murray, UT, a Macy's replacement store in Los Angeles, CA, and a new Bloomingdale's store in San Jose, CA. In 2018, the Company intends to open a new Bloomingdale's store in Norwalk, CT. In addition, a new Bloomingdale's store is expected to open in Kuwait in 2017 and new Macy's and Bloomingdale's stores are planned to open in Abu Dhabi, United Arab Emirates in 2018 under license agreements with Al Tayyar Group, LLC.

J.C. Penney Company, Inc. Tenant Profile

J.C. Penney is one of the largest department store chains in the United States. The company operates 1,021 stores in 49 states and Puerto Rico. J.C. Penney stores typically anchor suburban shopping malls and offer a wide selection of mid-price apparel and accessories for men, women, and children. The company directly owns approximately one-third of its store locations.

J.C. Penney's predecessor was founded in 1907 by James Cash Penney. The original store was called "The Golden Rule." By 1941 the Company operated 1,600 stores in all 48 states. Sam Walton, the founder of Wal-Mart, worked as a management trainee at J.C. Penney when he graduated from college. J.C. Penney is a publicly owned company and traded on the New York Stock Exchange.

Credit Ratings

J.C. Penney is rated non-investment grade by Moody's, Fitch and Standard and Poor's.

CREDIT RATINGS				
Agency	Issuer/Long-term Rating	Latest Rating Date	Outlook	
Moody's	Caa2	Feb-16	Positive	
Fitch	B	Feb-16	Positive	
S&P	B	Mar-16	Positive	

Source: Moody's, Fitch, S&P

Annual Filing Data

In fiscal 2015, J.C. Penney's net sales continued increased 3.0 percent yet continue to remain well below historical averages. The company has recorded a 30.0 percent decrease in net sales since fiscal 2010. Current net sales total \$12.6 billion. Additionally, the company recorded a net loss for the year of nearly \$315 million, the fifth consecutive year of significant losses. Furthermore, as identified in the retailers most recently filed 10-k report, revenues per gross square foot have notably fallen from their recent peak of \$154 in fiscal 2011 to \$120 in fiscal 2015.

The following is a profile of J.C. Penney's annual financial performance:

J.C. PENNEY FINANCIAL OVERVIEW					
	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011
Net Sales (in millions)	\$12,625	\$12,257	\$11,859	\$12,985	\$17,260
Net Sales Growth	3.0%	3.4%	-8.7%	-24.8%	-2.8%
Net Income (in millions)	-\$315	-\$771	-\$1,388	-\$985	-\$152
Comparable Store Sales Growth	4.5%	4.4%	-7.4%	-25.2%	0.2%
Gross Leasable Area (SF in millions)	104.7	107.9	110.6	111.6	111.2
Revenue per Square Foot	\$120	\$113	\$107	\$116	\$154
Average Store Size	100,000	100,000	100,000	100,000	100,000
Number of Stores (Year End)	1,021	1,062	1,094	1,104	1,102
Number of Employees (Year End)	105,000	114,000	117,000	116,000	159,000

Source: Company filings

Store Openings / Closings

In addition to its full-line department store and e-commerce (jcp.com) businesses, Penney's operates The Foundry Big & Tall Supply men's store concept, with 10 stores in Texas and Missouri, and a corresponding website. The store line was launched in 2011 men's chain expects to open 300 new stores by 2016.

Hudson Bay Company Tenant Profile (Lord & Taylor)

Hudson's Bay Company, founded in 1670, is North America's longest continually operated company. HBC is a global retailer operating banners which include, Hudson's Bay, Lord & Taylor, Saks Fifth Avenue and OFF 5TH in North America and GALERIA Kaufhof, Galeria Iino and Sportarena in Europe, and as of February 1, 2016, Gilt. These companies offer an assortment of apparel, accessories, shoes, beauty and home merchandise.

HBC acquired its affiliate Lord & Taylor in January 2012. Previously, NRDC purchased Lord & Taylor from Federated Department Stores (now Macys) for about \$1.1 billion. As part of the 2012 deal, HBC invested \$427 million in Lord & Taylor, which used the proceeds to retire debt. HBC brought Lord & Taylor under its control as it

reconfigures its retail holdings in response to changes in the Canadian retail market. It exited the Zellers discount department store business with the sale of leases to Target.

HBC acquired Saks Inc., operator of the luxury department store chain Saks Fifth Avenue, in November 2013 for \$16 per share in an all-cash deal valued at about \$2.9 billion, including debt. The purchase of Saks created a North American fashion retail business with three big-name brands: Hudson's Bay, Lord & Taylor, and Saks Fifth Avenue.

Credit Ratings

Hudson Bay Company is rated below investment grade by Moody's.

CREDIT RATINGS				
		Last Rating		
Agency	Issuer Rating	Action	Outlook	
Moody's	B1	Aug-15	Stable	
Fitch	-	-	-	
S&P	-	-	-	

Source: Moody's, Fitch, S&P

Annual Financial Performance

Retail sales from all banners were \$11,162 million, an increase of \$2,993 million or 36.6 percent from \$8,169 million for the fifty-two week period ended January 31, 2015. The increase is primarily attributable to the inclusion of Saks for the full fifty-two week period ended January 31, 2015. Consolidated comparable store sales increased by 12.1 percent and by 2.5 percent on a constant currency basis over the comparable fifty-two week period ended January 31, 2015. On a constant currency basis, comparable store sales increased by 4.7 percent at DSG, decreased by 1.0 percent at Saks Fifth Avenue and increased by 6.3 percent and 1.7 percent at OFF 5TH and HBC Europe, respectively. Net earnings were \$387 million in the fifty-two week period ended January 30, 2016, compared to \$233 million for the fifty-two week period ended January 31, 2015, an increase of \$154 million.

The following is a profile of Hudson Bay Company's annual financial performance:

HUDSON BAY COMPANY FINANCIAL OVERVIEW					
	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011
Net Sales (in millions)*	\$11,162	\$8,169	\$5,224	\$4,077	\$3,850
Net Sales Growth	36.6%	56.4%	28.1%	5.9%	3.5%
Net Income (in millions)*	\$387.0	\$233.0	-\$258.1	-\$35.1	\$1,449.0
Comparable Store Sales Change	2.5%	2.7%	5.4%	4.0%	3.7%
Number of Stores (Year End)	461	322	320	207	206

Source: Annual Report
*(millions of Canadian dollars)

In fiscal 2016, the company intends to invest in strategic growth initiatives, including an accelerated pace of new store openings at OFF 5TH, strengthening its digital and all-channel presence and capabilities, and incurring pre-opening costs associated with the expansion of Saks and OFF 5TH into Canada.

Saks, Incorporated

Once one of the top US department store operators, Saks Incorporated has retrenched to focus on its luxury Saks Fifth Avenue business. The company dismantled an empire of some 375 middle-market department stores under 10 different banners (including Bergner's, Carson Pirie Scott, and Parisian) to stake its future on a dwindling number of Saks Fifth Avenue stores, while growing its off-price sister chain, Off 5th, and its online business. The divestments positioned the department store chain squarely in the luxury market. Founded in 1919 as Prottit's, the firm bought

renowned luxury retailer Saks Holdings and adopted the high-dollar Saks name. Saks sells a wide variety of fashion apparel, accessories, shoes, cosmetics, jewelry, and other merchandise.

Store Opening/Closing

Hudson Bay Company intends to leverage their existing Canadian infrastructure and institutional knowledge and experience to bring Saks Fifth Avenue to Canada.

During the month of February 2016, the Company opened its first Saks Fifth Avenue stores in Canada. The first store opened at the Toronto Eaton Centre on February 18, 2016, followed by the second store at the Sherway Gardens Mall in Etobicoke, Ontario, on February 25, 2016.

On March 17, 2016, the Company opened its first OFF 5TH stores in Canada. The 3 stores were opened at the Vaughan Mills, in Vaughan, Ontario, at the Toronto Premium Outlets in Halton Hills, Ontario and at the Outlet Collections at Niagara in Niagara-on-the-Lake, Ontario.

Major Tenant Profiles

Regal Entertainment Group Tenant Profile

Regal Entertainment Group is the US's largest theater owner. The company has 7,361 screens within 572 theaters in 42 states through its Regal Cinemas, Edwards Theatres, United Artists Theatre Company, and Hoyts Cinema brands. Regal Entertainment Group was founded in 2002 when Philip Anschutz bought and combined controlling interests in the bankrupt Regal Cinemas, United Artists, and Edwards Theatres through his firm, The Anschutz Corporation. Anschutz owns about half of Regal Entertainment Group and controls 78.0 percent of its voting power.

Regal Entertainment Group's theaters house an average of 12 screens, and more than 80.0 percent of its screens are in theaters with stadium seating. The company makes nearly 70.0 percent of its revenues from ticket sales, and also generates about a quarter of its revenues from concession sales. Additional revenues come from vendor marketing programs, gift cards, and discount ticket programs.

The company operates solely in the US, and targets mid-sized metropolitan markets and suburban growth areas of larger cities. It has a large number of theaters in California, Florida, and New York; those three states together account for more than a third of REG's locations.

Regal Entertainment Group is in the process of converting all of its theatres from 35 mm film projection to digital projection, and it is financing the move through a joint venture (called Digital Cinema Implementation Partners) with AMC and Cinemark. An additional digital effort includes Regal Entertainment Group's proprietary format known as "Regal Premium Experience", or RPX. The company also has partnership with IMAX, and operates some 66 screens in the giant digital format.

Credit Ratings

Regal Entertainment Group is rated below investment grade by Moody's, Fitch, and S&P.

CREDIT RATINGS				
		Last Rating		
Agency	Issuer Rating	Last Rating Date	Outlook	
Moody's	B1	Sep-15	Stable	
Fitch	B+	Sep-15	Stable	
S&P	B+	Jan-15	Stable	

Source: Moody's, Fitch, S&P

Annual Filing Data

Company-wide revenue for fiscal 2015 increased 4.6 percent over the prior year, to over \$3.1 billion. As well, Regal Entertainment Group's net income for the year rose to \$153.4 million, up from net income of \$105.6 million in fiscal 2014. Total attendance in fiscal 2015 was 216.7 million.

The following table depicts Regal Entertainment Group's financial performance over the last five years:

REGAL ENTERTAINMENT FINANCIAL OVERVIEW					
	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011
Revenues (in millions)	\$3,127.3	\$2,990.1	\$3,038.1	\$2,820.0	\$2,675.9
Change in Revenues	4.6%	-1.6%	7.7%	5.4%	-4.5%
Net Income (in millions)	\$153.4	\$105.6	\$157.7	\$142.3	\$36.8
Attendance (in millions)	216.7	220.2	228.6	216.4	211.9
Average Screens Per Theatre	12.9	12.8	12.7	12.7	12.6
Number of Locations (Year End)	572	574	580	540	527
Number of Screens	7,361	7,367	7,394	6,880	6,614
Revenue Per Screen	\$424.847	\$405.878	\$410.887	\$409.884	\$404.581
Number of Employees (Year End)	25,915	23,168	24,201	22,056	20,728

Source: Company Filings

Store Openings / Closings

In addition to the acquisition of five theatres and 61 screens from entities affiliated with Georgia Theatre Company, Regal continued to actively manage their asset base during the fiscal 2015 Period by opening two theatres with 24 screens and closing nine underperforming theatres with 91 screens, ending the fiscal 2015 period with 572 theatres and 7,361 screens.

Forever 21, Inc. Tenant Profile

Forever 21 operates more than 600 stores under the Forever 21, XXI Forever, ForLove 21, and Heritage 1981 banners in the United States, Canada, Asia, the Middle East, and now the UK, as well as an e-commerce site. The chain offers affordable and chic apparel and accessories for women, men, teens, and kids. It also carries women's footwear, lingerie, and cosmetics. Most of Forever 21's merchandise is private label and made in Southern California. Current CEO Don Chang and his wife founded the company as Fashion 21 in 1984.

Forever 21 is not rated by Moody's, Fitch, or Standard & Poor's. As a private company, Forever 21 does not readily publish detailed financial information either. However, it is estimated the privately-held company reported \$4.4 billion in revenue in 2015, up from more than \$3.7 billion in 2014.

Store Openings / Closings

As far as store profile is concerned, Forever 21 has been targeting large department stores, many of which were vacated by notable retailers that went bankrupt during the recession. The company paid \$17.0 million in 2009 for 14 shuttered Gottschalks department stores in California. In 2008, the retailer acquired another dozen locations in the state from Mervyn's. Going forward, Forever 21 plans to continue growing the scale of its stores, opening more anchor locations of over 90,000 square feet. This plan was showcased in late 2011, when the company opened a 150,000 square foot store and a 154,000 square foot store, both in California. The company also operates many stores averaging 40,000 square feet, in addition to its mall-based shops, which average about 15,000 square feet.

As part of its global expansion strategy, Forever21 plans to invest in emerging markets with huge populations. In India it plans to invest \$50 million to open some 35 stores over the next five years. The company is looking to increase its sourcing from India as well. In 2011 it reentered China, the world's largest emerging consumer market, with a store in Beijing. Stores in Shanghai and Hong Kong opened in 2012.

The recent focus on Asia and emerging markets comes after the company's ambitious expansion plan for Europe stalled due to the sour economic conditions there. Indeed, the company planned to open 100 stores throughout the UK but has opened only about 10 shops to date.

Burlington Stores, Inc. Tenant Profile

Burlington Stores, Inc. (dba Burlington Coat Factory) is a value priced department store chain. The company operates 542 retail stores under the Burlington Coat Factory Warehouse (524 stores), MJM Designer Shoes (13 stores), Cohoes Fashions (2 stores), Super Baby Depot (2 stores) and Burlington Shoes (1 store) banners. Burlington Coat Factory Warehouse stores average 78,000 square feet and sell a wide variety of women's, men's, and children's apparel and accessories.

In April, 2006, Bain Capital Partners, LLC, a leading global private investment firm, acquired all of the outstanding shares of the company in a take-private transaction. The total transaction value was \$2.1 billion, or \$45.5 per share in cash. Bain Capital put Burlington up for a public offering in 2013, and the company raised \$229 million. Proceeds from the IPO will be used to retire debt and pay fees to Bain.

Credit Ratings

Burlington Stores, Inc. is rated below investment grade by Standard & Poor's:

CREDIT RATINGS				
		Last Rating		
Agency	Issuer Rating	Change	Outlook	
Moody's	-	-	-	
Fitch	-	-	-	
S&P	B+	Apr-15	Positive	

Source: Moody's, Fitch, S&P

Annual Filing Data

In fiscal 2014, Burlington Coat Factory experienced net sales increases of \$387.6 million, or 8.7 percent, to \$4,849.6 million, primarily attributable to sales related to new stores and comparable store sales increase of 4.9 percent. Additionally, Burlington Coat Factory earned net income of \$66.0 million for fiscal 2014 compared with net income of \$16.2 million during fiscal 2013.

The following is a profile of Burlington Coat Factory's annual financial performance:

BURLINGTON COAT FACTORY FINANCIAL OVERVIEW					
	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010
Revenues (in millions)	\$4,849.6	\$4,482.0	\$4,165.5	\$3,887.5	\$3,701.1
Revenue Growth	8.7%	7.1%	7.2%	5.0%	4.1%
Net Income (in millions)	\$66.0	\$16.2	\$25.3	-\$6.3	\$31.0
Same Store Revenue Change	4.9%	4.7%	1.2%	0.7%	-0.2%
Gross Leasable Area (SF in millions)	42.3	41.7	40.0	38.2	36.8
Average Store Size	78,000	80,000	80,000	80,000	80,000
Number of Stores (Year End)	542	521	500	477	460
Number of Employees (Year End)	34,000	30,095	27,769	28,729	31,399

Store Openings / Closings

During Fiscal 2013, Burlington Coat Factory opened 24 new stores and closed three stores. During Fiscal 2015, Burlington Coat Factory plans to open 25 new stores.

Best Buy Co., Inc. Tenant Profile

Best Buy is a specialty retailer of consumer electronics, home-office products, entertainment software, appliances and related services. Best Buy operates 1,731 stores in the United States and internationally. The company was founded by Dick Schulze with the "Sound of Music" store in 1966. Mr. Schulze gradually broadened the Company's product selection to appeal to a wider demographic. In 1983, Schulze changed the company name to "Best Buy" and began opening larger format superstores. Best Buy is currently the largest consumer electronics retailer in the United States with approximately one-third of total electronics, appliance, and computer store sales according to the Census Bureau.

Credit Ratings

Best Buy is currently rated investment grade by Moody's and Fitch, and below investment grade by Standard & Poor's:

CREDIT RATINGS			
Agency	Issuer Rating	Last Rating Date	Outlook
Moody's	Baa1	Aug-15	Stable
Fitch	BBB-	Aug-15	Possible Upgrade
S&P	BB+	Aug-15	Stable

Source: Moody's, Fitch, S&P

Annual Filing Data

Best Buy's revenue fell by 5.0 percent to \$40.34 billion in fiscal 2015 (ended January), mostly due to unfavorable foreign currency exchange rates during the year. Excluding currency exchange rates, sales were flat overall, with comparable store sales rising by 1.0 percent in the US and declining by 3.5 percent in international markets.

Despite revenue declines in fiscal year 2015, Best Buy's net income more than doubled to \$1.2 billion for the year, mostly as the company slashed its selling, general, and administrative expenses through its Renew Blue cost reduction initiatives, tighter expense management, and store closures in Canada. The company also paid \$140.0 million less in restructuring charges.

Further considerations are as follows:

BEST BUY CO. FINANCIAL OVERVIEW					
	FY 2015	FY 2014	FY 2013*	FY 2012	FY 2011
Revenue (in millions)	\$40,330	\$40,611	\$39,827	\$45,457	\$44,432
Net Income (in millions)	\$1,233	\$532	-\$441	-\$1,231	\$1,277
Comparable Store Sales	0.5%	-0.8%	-3.4%	-1.5%	-2.3%
Gross Leasable Area (SF in millions)	48.2	54.9	55.8	58.1	56.0
Domestic	41.7	42.1	42.2	43.8	43.7
International	6.5	12.9	13.6	14.4	12.4
Average Domestic Store Size	33,000	33,000	33,000	33,200	33,200
Number of Stores (Year End)	1,731	1,968	1,990	1,915	1,716
Domestic	1,448	1,495	1,503	1,447	1,317
International	283	473	487	468	399
Number of Employees (Year End)	125,000	140,000	165,000	167,000	180,000

Source: Company Filings, *2013 is 11 month period

Store Openings / Closings

Best Buy continues to face challenges in growing internationally. Regrouping in Canada in 2015, Best Buy was forced to close 66 struggling Future Shop stores and consolidate its remaining 65 Future Shop and Best Buy stores and websites into the Best Buy brand in the region. In 2014, despite opening 13 international stores, with most of the store additions being Best Buy Mobile stores in Canada and Best Buy stores in Mexico, the retailer had to shutter 27 stores elsewhere where international performance has been less than desirable. The company's ill-timed expansion in Europe ended in 2013 with the sale of its stake in a joint venture in the UK and Ireland.

Anchor Tenant Alignment

The following table presents the anchor tenant alignment of the subject's competitors.

ANCHOR TENANT ALIGNMENT									
Anchor	Carousel Center	Shoppington Mall	Great Northern Mall	Fraserdale Mall	Sangerstown Square Mall	Salmon Run	Eastview Mall	Oakdale Mall	
Best Buy	X		X	X	X		X	X	X
LC Foods	X					X			
Lord & Taylor	X						X		
Old Navy	X						X		
Steaks	X	X	X	X	X	X	X	X	X
Crucian	X								
Dick's Sporting Goods	X	X	X	X	X				
Home Depot									
Home Pro Shops				X					
Target					X				
Walmart						X			X
Burlington Coat Factory						X			X
Gender Authority						X			X
Yves Saint Laurent							X		X

The duplication in anchor tenancy is seen as limiting a property's potential trade area as it is unlikely that customers will travel past one store location to frequent a similar store at the subject property. Conversely unique anchors may help to extend the subject's trade area. From the preceding chart, we see that there is no significant anchor duplicity with direct competitors.

Trade Area Analysis

We considered several factors in defining boundaries for the subject's trade area. First, the property's location with respect to transportation provides the basis for regional access to the area. Second, regional competition and

geographic boundaries help to define the potential size of the trade area as a measure of distance from the property. Third, the merchandising mix and anchor alignment provides the basic draw of customers that are likely to patronize the property.

The Carousel Center is located in the Syracuse CBSA and benefited by good regional and local accessibility, as well as the proliferation of peripheral draws. Major roadway proximity to the center provides the necessary access to more regional destinations throughout the region, while the property's anchor stores provide the necessary drawing power for the property.

As discussed, the location and accessibility of competing centers has direct bearing on the formation and make-up of the subject's potential trade area as well. The subject competes most directly with the traditional regional malls within the region, although its merchandising mix allows it to draw from a more expanded trade area that overlaps with some of the surrounding centers. The subject also competes to some degree with other freestanding stores and power community centers in the region. Secondary competition is seen in other area community centers that are anchored by competing anchor tenants, namely off-price or discount.

It is also important to note that other freestanding "category killers" represent a strong force in the market's competitive environment. However, their primary stores (discount department stores, drugs, home improvement centers and warehouse clubs) are generally different from those, which will comprise the subject property. Certainly there is a place for both in most retail environments, including the subject region. Collectively, they balance out the retail inflow of the region.

We analyzed the subject's trade area based on the following factors:

- Highway accessibility, including area traffic patterns, geographical constraints, and nodes of residential development;
- The position and nature of the area's retail structure, including the location of destination retail centers which compete with the subject and the strength and composition of the retail inflow; and
- The size, anchor tenancy, and merchandising composition of the subject property's tenants.

The subject is a component of a larger project known as Destiny USA, a shopping, dining and entertainment destination which is comprised of 2.4 million square feet of GLA, over 250 stores, with over 26 million visits per year. Tenancy at Destiny USA includes 40 outlet and discount stores, making it the number one tourist attraction in Central New York. The center also benefits from Canadian shoppers, accounting for 10 to 20 percent of sales, and over 215,000 university shoppers. There are 150 acres of adjacent land available for development, and plans are underway for complementary uses to grow tourism and increase visits. A 209-room Embassy Suites Hotel is also scheduled to open in 2017.

Given all of the above, we believe the subject property's primary trade area would likely span an area encompassing about thirty miles around the center. The subject's secondary trade area might span up to fifty miles from the site given its regional accessibility and location of competitive properties.

Using these observations, we analyzed a primary demographic profile for the subject based on a radius of approximately thirty miles from the property. To add perspective to this analysis, we segregated our survey into fifteen, thirty, and fifty mile concentric circles with a comparison to the CBSA, state, and the United States. This data is presented on the following page.

DEMOGRAPHIC SUMMARY						
	15.0-mile Radius	30.0-mile Radius	50.0-mile Radius	Syracuse CBSA	State of New York	United States
POPULATION STATISTICS						
2000	460,794	697,891	1,238,505	650,154	18,983,957	281,422,025
2015	468,954	699,300	1,247,265	659,666	19,845,348	321,008,371
2020	473,189	705,314	1,257,015	665,752	20,145,894	334,312,036
Compound Annual Change						
2000 - 2015	0.12%	0.01%	0.05%	0.10%	0.30%	0.88%
2015 - 2020	0.18%	0.17%	0.16%	0.18%	0.30%	0.82%
HOUSEHOLD STATISTICS						
2000	182,401	270,049	475,019	252,046	7,052,598	105,480,443
2015	183,194	278,404	490,265	261,146	7,529,137	121,422,322
2020	191,998	282,493	497,214	265,075	7,692,831	127,063,980
Compound Annual Change						
2000 - 2015	0.24%	0.20%	0.21%	0.24%	0.44%	0.94%
2015 - 2020	0.29%	0.29%	0.28%	0.30%	0.43%	0.91%
AVERAGE HOUSEHOLD INCOME						
2000	\$52,638	\$51,441	\$49,106	\$51,517	\$61,883	\$56,675
2015	\$70,959	\$69,547	\$66,368	\$69,642	\$87,081	\$77,468
2020	\$81,070	\$79,120	\$75,281	\$79,156	\$98,198	\$89,744
Compound Annual Change						
2000 - 2015	2.01%	2.03%	2.03%	2.03%	2.30%	2.11%
2015 - 2020	2.70%	2.61%	2.55%	2.59%	2.43%	2.99%
RETAIL SALES POTENTIAL						
Total Retail Sales (\$MM)	\$8,181	\$12,030	\$20,643	\$11,238	\$339,916	\$5,682,950
General Merchandise	\$927	\$1,361	\$2,337	\$1,272	\$38,736	\$713,025
Apparel & Accessory	\$436	\$634	\$1,083	\$594	\$18,398	\$289,632
Furniture & Home Furnish.**	\$317	\$465	\$794	\$434	\$13,297	\$212,214
Other Sales***	\$262	\$385	\$661	\$330	\$10,872	\$181,854
Total GAFO Sales	\$1,941	\$2,844	\$4,875	\$2,659	\$81,309	\$1,376,725
Total Expenditure Potential*	\$13,425	\$19,362	\$32,538	\$18,187	\$655,645	\$9,406,344
GAFO % of Total Retail Sales	23.73%	23.64%	23.61%	23.66%	23.92%	24.23%
GAFO % of Total Expenditure Potential	14.46%	14.69%	14.98%	14.62%	12.40%	14.64%

SOURCE: © 2016 Experian Marketing Solutions, Inc. -All rights reserved

* Households x Total Household Income

** Includes Home Appliance, Radio, T.V. Stores

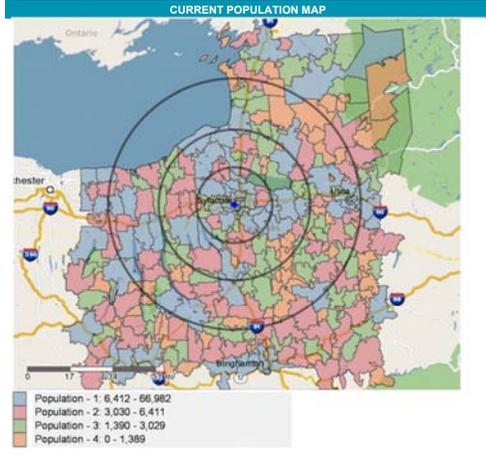
***Other Sales estimated at .320% of Total Retail Sales

Population

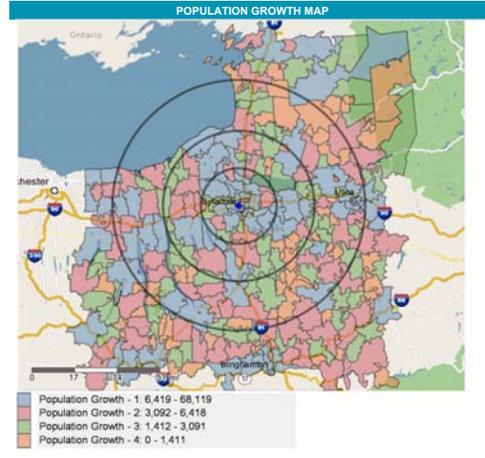
Having established the subject's trade area, our analysis focuses on the trade area's population. Experian Marketing Solutions, Inc., provides historical, current and forecasted population estimates for the total trade area. Patterns of development density and migration are reflected in the current levels of population estimates.

Between 2000 and 2015, Experian Marketing Solutions, Inc., reports that the population within the primary trade area (30-mile radius) increased at a compound annual rate of 0.01 percent. This is characteristic of suburban areas in this market. This trend is expected to continue into the near future albeit at a quicker pace. Expanding to the total trade area (50-mile radius), population is expected to increase 0.16 percent per annum over the next five years.

The following page contains a graphic representation of the current population distribution within the subject's region.



The graphic on the following illustrates projected population growth within the trade area over the next five years. The trade area is clearly characterized by various levels of growth.



Households

A household consists of a person or group of people occupying a single housing unit, and is not necessarily a family unit. When an individual purchases goods and services, these purchases are a reflection of the entire household's needs and decisions, making the household a critical unit to be considered when reviewing market data and forming conclusions about the trade area as it impacts the retail center.

Figures provided by Experian Marketing Solutions, Inc., indicate that the number of households are increasing at a faster rate than the growth of the population. Several changes in the way households are being formed have caused this acceleration, specifically:

- The population is living longer on average. This results in an increase of single- and two-person households;
- Higher divorce rates have resulted in an increase in single-person households; and
- Many individuals have postponed marriage, also resulting in more single-person households.

According to Experian Marketing Solutions, Inc., the Primary Trade Area grew at a compound annual rate of 0.2 percent between 2000 and 2015. Consistent with national trends the trade area is experiencing household changes

at a rate that varies from population changes. That pace is expected to continue through 2020, and is estimated at 0.29 percent.

Correspondingly, a greater number of smaller households with fewer children generally indicates more disposable income. In 2000, there were 2.50 persons per household in the Primary Trade Area and by 2015, this number is estimated to have decreased to 2.42 persons. Through 2020, the average number of persons per household is forecasted to decline to 2.41 persons.

Trade Area Income

Income levels, either on a per capita, per family or household basis, indicate the economic level of the residents of the trade area and form an important component of this total analysis. Average household income, when combined with the number of households, is a major determinant of an area's retail sales potential.

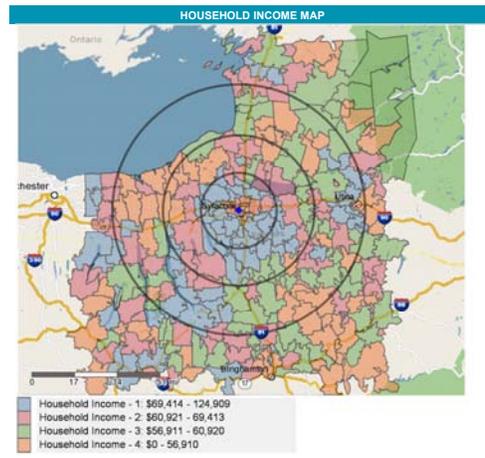
Trade area income figures for the subject support the profile of a broad middle-income market. According to Experian Marketing Solutions, Inc., average household income in the primary trade area in 2015 was approximately \$69,547, 99.86 percent of the CBSA average (\$69,642) and 79.86 percent of the state average (\$87,081).

Further analysis shows a relatively broad-based distribution of income, although skewed toward the lower income brackets similar to the distribution within the larger CBSA. This information is summarized as follows:

Category	DISTRIBUTION OF HOUSEHOLD INCOME					
	15.0-mile Radius	30.0-mile Radius	50.0-mile Radius	Syracuse CBSA	State of New York	United States
\$150,000 or more	7.50%	6.86%	6.13%	6.99%	12.64%	9.46%
\$125,000 to \$149,999	4.49%	4.29%	4.01%	4.37%	5.33%	4.74%
\$100,000 to \$124,999	8.25%	8.09%	7.38%	8.04%	8.75%	8.31%
\$75,000 to \$99,999	12.56%	12.61%	12.23%	12.65%	12.06%	12.44%
\$50,000 to \$74,999	19.38%	20.22%	19.85%	19.73%	16.98%	18.46%
\$35,000 to \$49,999	13.18%	13.69%	13.96%	13.55%	11.86%	13.46%
\$25,000 to \$34,999	10.30%	10.52%	11.04%	10.57%	9.06%	10.02%
\$15,000 to \$24,999	10.66%	10.81%	11.75%	10.85%	9.96%	10.57%
Under \$15,000	13.68%	12.91%	13.63%	13.24%	13.35%	12.54%

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Below is a graphic presentation of the household income distribution throughout the trade area that clearly shows the area surrounding the subject to be characterized by lower to middle income households. Higher income areas are located in surrounding suburban communities.



Retail Sales

Perhaps an even more important measure of area income is the amount spent on retail purchases. Retail sales and growth are also tracked by Experian Marketing Solutions, Inc. At the end of last year, the subject's primary trade area (30 radius) had an aggregate retail sales level of \$14.70 billion, with average retail sales per household of \$56,294. By comparison, New York CBSA had average sales per household of \$56,294, while the New York and U.S. averages were \$59,351 and \$54,920, respectively.

CONSUMER EXPENDITURES IN 000s			
Area	2015	2020	CAGR 2015-20
15-mile radius	\$10,680,259	\$12,766,385	3.6%
30-mile radius	\$16,733,256	\$18,795,494	3.6%
50-mile radius	\$26,941,333	\$32,124,047	3.6%
New York CBSA	\$14,700,841	\$17,564,195	3.6%
State of New York	\$446,861,877	\$526,757,830	3.3%
United States	\$6,068,509,302	\$8,037,360,053	3.8%

Experian Marketing Solutions, Inc., projects retail sales in the CBSA will grow at a pace similar to that of both the State and nation.

Mall Shop Sales

Although sales trends within the subject's region lend important insight into such an analysis, it is the subject's sales productivity that is, perhaps, most significant. Sales – and sales growth – are the driving impetus for retail rates and rent growth at retail properties and have significant bearing on the occupancy costs tenants are willing to pay.

We reviewed actual sales reports for the last three years of the subject's operating history as well as a trailing twelve month statement ending April 2016. Total mall shop sales were reported at \$380.083 million in 2013, \$386.063 million in 2014, \$391.401 million in 2015, and \$391.223 million for the 12 months ended April, 2016. It is noted that these numbers are reflective of gross sales and do not adjust for partial year tenants. A more accurate measure of a mall's performance is indicated by comparable sales (sales from tenants open and operating for at least one year). We have been provided with the following estimates of comparable sales.

Category	Rolling Twelve Months As of December 2013			Rolling Twelve Months As of December 2014			Rolling Twelve Months As of April 2015			Rolling Twelve Months As of April 2016		
	Total Sales	Total SqFt	Sales/SF	Total Sales	Total SqFt	Sales/SF	Total Sales	Total SqFt	Sales/SF	Total Sales	Total SqFt	Sales/SF
Comparable Sales + 10,000 SF	\$147,177	321,632	\$458	\$147,359	314,639	\$468	\$148,217	313,070	\$474	\$148,778	313,348	\$474
Add Apple Store	\$28,472	9,321	\$3,055	\$27,412	9,321	\$2,940	\$43,914	9,321	\$4,710	\$43,914	9,321	\$4,710
Comparable Sales + 10,000 SF (w/Apple)	\$175,649	330,953	\$518	\$174,771	323,760	\$531	\$192,131	322,391	\$596	\$192,692	322,669	\$596
Comparable Sales + 10,000 SF	\$12,989	44,262	\$293	\$13,762	44,936	\$306	\$13,716	32,777	\$419	\$12,989	32,777	\$396
Total Comparable Sales	\$194,914	379,177	\$518	\$190,253	368,596	\$514	\$205,846	355,668	\$580	\$205,681	355,446	\$580

Total comparable sales grew from \$518 per square foot in 2013 to \$544 per square foot in 2014, an increase of 5.1 percent. This figure increased again in 2015 to \$580 per square foot, an increase of 6.6 percent. Since 2015, total comparable sales are holding steady. These figures include all non-anchor and major stores at the subject property. Large store formats do not generate the same sales volume on per square foot basis as their smaller counter parts and as such most mall operators analyze their center's sales performance in terms of stores of over and under 10,000 square feet. Given current economic conditions we projected tenant sales growth at 3.00 percent annually.

Industry Average Sales (Mall Shops)

The International Council of Shopping Centers compiles the monthly U.S. Mall Report. The Report represents a proprietary database containing non-anchor sales and square footage information on nearly 500 regional and super-regional malls. For 2015, the malls included in the survey generated \$54.2 billion in retail sales. Nationally, average mall sales are reported to be \$472 per square foot. A comparison of national and regional figures is shown on the following chart.

Region	Compound Annual Growth Rate*	2016		2015		2014		2013		2012		2011		2010	
		Sales	Change	Sales	Change	Sales	Change	Sales	Change	Sales	Change	Sales	Change	Sales	Change
Northeast	3.12%	\$492	-7.5%	\$539	1.7%	\$570	8.2%	\$490	11.4%	\$440	4.3%	\$422			
New England	4.85%	\$593	1.3%	\$586	1.9%	\$575	6.6%	\$540	7.1%	\$504	7.7%	\$468			
Middle Atlantic	3.06%	\$553	2.0%	\$581	-2.6%	\$567	1.9%	\$567	7.2%	\$519	8.6%	\$478	8.6%	\$448	
Subtotal	4.23%	\$553	-1.9%	\$567	1.9%	\$567	7.2%	\$519	8.6%	\$478	8.6%	\$448			
Midwest	1.69%	\$360	1.8%	\$353	-1.9%	\$360	-1.0%	\$365	5.2%	\$347	4.8%	\$331			
Great Lakes	0.65%	\$348	-0.2%	\$348	-4.5%	\$362	-2.0%	\$370	6.6%	\$347	3.6%	\$335			
Subtotal	1.35%	\$355	1.2%	\$351	-2.8%	\$361	-1.7%	\$367	5.6%	\$347	4.5%	\$332			
South	3.33%	\$483	-0.6%	\$488	-1.7%	\$497	2.1%	\$487	9.9%	\$443	8.0%	\$410			
South Atlantic	0.12%	\$348	1.7%	\$343	-4.2%	\$368	-3.5%	\$371	6.0%	\$350	1.2%	\$346			
Southwest	3.37%	\$458	-0.2%	\$461	0.9%	\$457	2.2%	\$447	8.6%	\$412	6.2%	\$388			
Subtotal	3.06%	\$459	-0.4%	\$462	-1.1%	\$468	1.5%	\$461	9.0%	\$423	6.8%	\$396			
West	6.25%	\$554	1.4%	\$549	-1.4%	\$557	6.0%	\$525	11.2%	\$472	10.0%	\$429			
Pacific	6.84%	\$539	3.7%	\$518	6.5%	\$581	4.3%	\$557	10.3%	\$505	10.0%	\$459			
Subtotal	6.25%	\$554	2.8%	\$550	3.3%	\$571	6.0%	\$544	10.8%	\$491	10.1%	\$446			
United States	3.42%	\$472	0.0%	\$474	-0.2%	\$475	2.5%	\$463	8.7%	\$426	6.8%	\$399			

The subject sales for stores of under 10,000 square feet of \$477.98 per square foot can be compared to its peer group as shown below:

MALL SHOP SALES COMPARISON			
	Median	Subject	Variance
Northeast	\$553	\$478	86%
United States	\$472	\$478	101%

Although not specifically noted in the survey, our discussions with ICSC researchers indicated that it is believed that the figures are based on stores of less than 10,000 square feet. The subject's performance, when compared to similar malls within the region, has been at lower end of the range reflecting its relative position in the market.

Anchor and Major Store Sales

We have been provided with anchor store sales at the subject property for the last 3 years. As several of the anchors report sales on a fiscal basis, the latest figures are not yet available. The following chart summarizes this information:

Tenant	SqFt	Rolling Twelve Months December, 2013		Rolling Twelve Months December, 2014		Rolling Twelve Months April, 2015		Rolling Twelve Months April, 2016	
		Annual Sales	Sales/SF	Annual Sales	Sales/SF	Annual Sales	Sales/SF	Annual Sales	Sales/SF
Macy's	170,000	\$42,683	\$251	\$42,683	\$251	\$42,683	\$251	\$42,683	\$251
JC Penney	158,590	\$16,687	\$105	\$14,987	\$94	\$16,408	\$103	\$16,408	\$103
Lord & Taylor	100,000	\$19,200	\$192	\$20,000	\$200	\$20,000	\$200	\$20,000	\$200
Bon Ton	80,000	\$3,191	\$40	\$2,857	\$36	\$3,453	N/A		
Subtotal Anchors	508,590	\$81,761	\$161	\$80,627	\$188	\$82,544	\$162	\$79,091	\$155
H&M	19,157	\$5,831	\$304	\$5,723	\$299	\$5,745	\$300	\$5,673	\$297
Against All Odds	21,722	\$1,315	\$61	\$1,604	\$74	\$1,565	\$72	\$1,541	\$71
DSW Shoes	21,350	\$5,669	\$266	\$5,047	\$236	\$4,309	\$202	\$4,135	\$194
Finish Line	23,500	\$3,747	\$159	\$4,236	\$180	\$4,514	\$192	\$4,625	\$196
Best Buy	50,000	\$45,000	\$900	\$45,000	\$900	\$45,000	\$900	\$45,000	\$900
Sports Authority	60,000	\$6,000	\$100	\$6,000	\$100	\$6,000	\$100	\$6,000	\$100
Forever 21	60,950	\$8,629	\$142	\$7,919	\$125	\$6,491	\$107	\$6,380	\$105
Burlington Coat	61,309	\$7,133	\$116	\$7,784	\$127	\$7,465	\$122	\$7,465	\$122
Cinema	76,000	\$9,699	\$128	\$9,099	\$120	\$9,428	\$124	\$9,743	\$128
Bally's	18,157	\$533	\$28	\$529	\$28	\$247	\$13	-	N/A
Old Navy	20,000	\$4,999	\$248	\$4,606	\$230	\$4,196	\$210	-	N/A
Subtotal Majors	433,195	\$98,511	\$227	\$97,245	\$224	\$94,960	\$219	\$90,761	\$209
Total/Avg	941,785	\$180,272	\$191	\$177,772	\$189	\$177,504	\$188	\$169,852	\$186

As can be seen, department store sales ranged from \$103 to \$251 per square foot in 2016. Total sales for anchors and majors combined were up 9.5 percent on a per square foot basis (from \$188 to \$206 per square foot), due primarily to the loss of two underperformers in Bon Ton and Bally's.

In the following table, we compare the subject's department store sales to their respective chain averages:

Tenant	SqFt	Rolling Twelve Months April, 2016		Chain Wide Average	Subject %
		Annual Sales	Sales/SF		
Macy's	170,000	\$42,683	\$251.08	\$191	131.5%
JC Penney	158,590	\$16,408	\$103.46	\$120	86.2%
Lord & Taylor	100,000	\$20,000	\$200.00	\$212	94.3%
Total/Avg	428,590	\$79,091	\$184.57		

Macy's does very well at the subject, performing well ahead of its chain average. Lord & Taylor is close to its chain average, while J.C. Penney is somewhat below.

Comparison of Anchor Sales to ICSC Statistics

The International Council of Shopping Centers also compiles a monthly Chain Store Sales Trends report. This report is compiled from a proprietary database containing same-store-sales for over 1,000 retailers in the Top 100 markets nationwide. Participating department store chains include Dillard's, J.C. Penney, Macy's, Kohl's, and Nordstrom. Results are reported for metropolitan markets in which there are stores operated by three participating retailers and no single participating retailer accounted for more than 50 percent of the market share. Results are also reported for metropolitan markets in which stores are operated by at least four participating retailers, and no single participating retailer accounted for more than 55 percent market share.

Department	Year-Over-Year Growth Rate									
	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Department Stores	-0.2%	-3.4%	-2.8%	-0.9%	0.0%	-1.0%	-3.9%	-1.3%	-0.7%	-1.8%
Luxury Stores	6.6%	3.6%	7.8%	8.6%	11.4%	6.7%	-14.5%	7.2%	-0.8%	6.5%

Source: ICSC Chain Store Sales Trends

As illustrated by the preceding table, sales growth for department store retailers declined sharply in 2009. As the credit crisis deepened in the second half of the year the economy fell into a consumer-led recession with a predictable impact on retail sales. Unlike the U.S. Mall Report, ICSC does not report per square foot sales for the department stores. Therefore we compiled this information from the annual reports of the selected department store chains. This information is presented in the following table. The reader is cautioned that the information presented represents all stores for the individual chains whereas the ICSC data is based on selected markets.

No.	Department Store Name	2015		Average Comparable Store Sales PSF						
		# of Units	Total Sales (\$M)	Total Square Feet (M)	2010	2011	2012	2013	2014	2015
1	Bon-Ton	207	\$2,718	20.4	\$136	\$133	\$130	\$132	\$131	\$131
2	Dillard's	297	\$6,966	50.5	\$116	\$121	\$129	\$130	\$131	\$130
3	J.C. Penney	1,021	\$12,625	104.7	\$153	\$154	\$116	\$107	\$113	\$120
4	Kmart-Sears	1,672	\$25,146	207.9	\$135	\$149	\$163	\$167	\$143	\$121
5	Macy's	870	\$27,079	141.9	\$160	\$162	\$174	\$188	\$191	\$191
6	Neiman Marcus	41	\$5,095	5.5	\$466	\$505	\$555	\$552	\$579	\$550
7	Nordstrom	323	\$14,095	28.6	\$397	\$431	\$470	\$474	\$493	\$507
9	Kohl's	1,164	\$19,204	83.8	\$231	\$232	\$231	\$227	\$228	\$228
10	Target	1,792	\$73,785	228.5	\$286	\$290	\$308	\$306	\$302	\$308
11	Walmart	3,907	\$298,378	662.4	\$410	\$408	\$428	\$424	\$424	\$450
Survey Low:		41	\$2,718	5.5	\$116	\$121	\$116	\$107	\$113	\$120
Survey High:		3,907	\$298,378	662.4	\$468	\$505	\$555	\$552	\$579	\$590
Survey Mean:		1,155	\$48,472	154.5	\$249	\$259	\$289	\$288	\$273	\$278
Survey Totals:		11,354	\$484,720	1,545.2						
Weighted Average:		2,409	\$87,490	376.2	\$290	\$306	\$302	\$302	\$312	\$312
Wid. Average Excluding Wal-Mart:		1,285	\$13,807	161.4	\$201	\$207	\$215	\$210	\$211	\$209
Wid. Average Excluding Discounters:		1,086	\$6,891	139.7	\$160	\$168	\$172	\$175	\$170	\$164

Source: Cushman & Wakefield Retail Industry Group, Company Filings

- (1) Bon-Ton GLA includes comparable stores only
- (2) Comparable store sales include Neiman Marcus clearance centers
- (3) Comparable store sales include Nordstrom Rack stores
- (4) Wal-Mart figures include US discount department and supercenters only
- (5) Kmart-Sears figures include US locations only

As illustrated the 10 selected department store chains generated average sales of \$278 per square foot in 2015 and weighted average sales of \$312 per square foot. However this figure is somewhat skewed by the inclusion of discount department stores such as Wal-Mart, Kohl's and Target. The traditional departments had an overall weighted average sales of \$164 per square foot. In comparison anchor tenants at the subject property reported average sales of \$185 per square foot in 2016.

Subject Sales Allocation

Based on projected sales, aggregate mall shop sales were reported to be approximately \$221.37 million at the subject property or approximately 56.58 percent of the mall's total sales of \$391.22 million. Anchor store sales are estimated to be about \$169.85 million, or 43.42 percent of total property sales. Stated another way, mall shop sales are approximately 130.33 percent of anchor store sales. The following table summarizes total sales forecasted at the property:

SUBJECT'S SALES ALLOCATION		
Component	Sales	% of Total
Total Anchor Sales	\$ 169,852,130	43.4%
Mall Shop Sales	\$ 221,370,870	56.6%
Total Property Sales	\$ 391,223,000	100.0%
Mall Shop/Anchor Ratio		130.3%

Based upon our experience with other malls, typical mall shop sales ratios tend to fall between 75.0 and 125.0 percent of department store/anchor store sales. It is not uncommon, however, for higher-end, fashion-oriented centers or centers with a high ratio of mall shop GLA to fall toward the upper-end of the range. The subject's sales allocation, thus appears reasonable in light of these general parameters.

Provided in the following chart is a summary of actual sales performance at a number of malls with which we had direct experience. Among the survey, the average mall shop ratio (mall shop GLA to total GLA) is 36.70 percent. Furthermore, it is shown that mall shop sales, as a ratio of total anchor store sales, average about 120.28 percent.

SALES RATIO COMPARISON / MALL SHOP GLA COMPARISON							
Center Size	Center GLA	Mall Shop GLA	Mall Shop GLA Ratio	Total Sales	Mall Shop Sales	Mall Shop Sales/Total	Mall Shop Sales/Anchors
Under 500,000 SF	385,254	181,768	48.20%	\$ 129,179,037	\$ 73,504,070	53.80%	126.19%
500,001 to 750,000 SF	638,165	243,730	38.50%	\$ 153,436,704	\$ 74,825,320	48.92%	96.42%
750,001 to 1,000,000 SF	874,232	278,173	31.83%	\$ 127,124,250	\$ 62,871,821	50.27%	111.02%
Over 1,000,000 SF	1,316,625	436,848	33.07%	\$ 391,792,914	\$ 214,686,040	53.32%	130.59%
Survey Median	666,689	325,127	33.59%	\$ 195,280,000	\$ 102,216,940	54.85%	120.52%
Survey Average	967,453	336,300	36.70%	\$ 266,787,673	\$ 142,193,349	51.69%	120.28%
Survey Total/Avg.	107,387,274	37,329,329	34.76%	\$ 29,613,431,711	\$ 15,783,461,775	53.30%	114.13%

Alternatively, mall shop sales account for 51.69 percent of total mall sales on average. The number of department stores and the ratio of mall shop GLA to total GLA has an important bearing on the relationship. Nonetheless, we see that the "leverage effect" of anchor sales on shop sales is generally in the 75.0 to 125.0 percent range.

Trade Area Expenditure Potential

On the basis of detailed population, income, and spending pattern analysis, estimates of household expenditures for shoppers goods merchandise have been developed for the trade area. Shoppers goods, or department store type merchandise (DSTM), comprise the overwhelming bulk of goods and products carried in regional malls and department stores. Specifically, shoppers goods expenditure potentials represent the dollar amounts available for the merchandise that is primarily sold in the following store types:

- General merchandise stores including department and other stores;
- Apparel and accessory stores;
- Furniture and home furnishing stores, and
- Other miscellaneous shoppers goods stores.

These categories are also commonly referred to as GAFO goods.

DSTM or GAFO expenditure potential measures the ability of the market to purchase department store type goods. This expenditure potential is typically based upon current average household or per capita income levels in the market, and the estimated share of that income that has historically been spent on department store type merchandise.

MARKET SHARE ANALYSIS	
SUBJECT SALES VOLUME	
Anchor Stores	Sales
Macy's	\$42,683,060
JC Penney	\$16,408,300
Lord & Taylor	\$20,000,000
H&M	\$5,872,700
Against All Odds	\$1,540,700
DSW Shoes	\$4,134,600
Finish Line	\$4,624,600
Best Buy	\$45,000,000
Sports Authority	\$6,000,000
Forever 21	\$6,380,000
Burlington Coat	\$7,465,170
Cinema	\$9,743,000
Total Anchors	\$169,852,130
Mall Shops :	\$221,370,870
Total Center Sales:	\$391,223,000

SUBJECT GAFO SALES	
Total Subject Sales:	\$391,223,000
Less: Cinema Sales	(\$9,743,000)
Less: Non-GAFO Sales (%) at 20.00%	(\$44,274,174)
Total Subject GAFO Sales:	\$337,205,826
Less: Sales Inflow (%) at 20.00%	(\$67,441,165)
Total Primary Market GAFO Sales:	\$269,764,661

TRADE AREA GAFO ANALYSIS	
Number of Households	278,404
x Average Household Income	\$69,547
Trade Area Aggregate Income:	\$19,362,162,988
GAFO Potential (%) at 14.69%	\$2,844,497,239

MARKET SHARE CALCULATION	
Total Subject GAFO Sales:	\$269,764,661
Trade Area GAFO Potential:	\$2,844,497,239
Market Share of Primary Trade Area GAFO Potential:	9.48%

Conclusion

We analyze the retail trade history and profile of the subject's region and primary trade area in order to make reasonable assumptions as to the continued performance of the property.

Retail sales potential of a trade area is determined after estimating the percent of total aggregate income spent on GAFO goods. The Department of Commerce tabulates the total GAFO sales by city, county and state. Taking these figures for the pertinent area and dividing them against total aggregate income yields the percentage of total aggregate income spent on GAFO goods within an area. For 2015 the United States average is approximately 14.64 percent. Nationally, it is estimated that 75.0 to 80.0 percent of specialty and in-line tenant regional shopping center sales are of shopper's goods. Experian Marketing Solutions, Inc., produces a Retail Expenditure Potential Report, the results of which were summarized previously on our Summary of Demographic Statistics. This data shows that GAFO sales as a percent of total expenditure potential is approximately 14.69 percent in the primary trade area. Syracuse CBSA is shown to be 14.62 and New York was 12.40 percent. This analysis relies on the 14.69 percent average for the primary trade area.

Market Share Analysis

We can also test the subject's sales potential on the basis of its implied market share of GAFO expenditure potential within the primary trade area.

To estimate market share, the amount previously calculated for center sales is divided by the trade area GAFO potential. The GAFO potential has been estimated to be approximately 20.00 percent of the total trade area's aggregate income. Total center sales are typically reduced by non-GAFO center sales (i.e. restaurant, convenience and service establishments) which range from 15.0 to 25.0 percent industry-wide. This number has been derived from conversations we had with market research personnel at some of the nation's largest retail development companies. In addition, the ICSC reports that, GAFO sales account for approximately 78.0 percent of all mall sales as reported in their property data base, Monthly Mall Merchandise Index. In our analysis, we identified certain non-GAFO categories (entertainment, restaurants) and in addition, we deducted a contingency of 20.00 percent for other non-GAFO items (miscellaneous retail, etc.). These calculations can be seen on the chart on the following page.

The model also presumes that 20.00 percent of the mall's sales will be inflow from outside of the primary market, which we feel is a reasonable estimate. The current market share of Primary Trade Area GAFO potential is therefore calculated to be about 9.48 percent based on 2015 population and household statistics as provided by Experian Marketing Solutions, Inc., for a center such as Carousel Center, this capture ratio is considered to be reasonable.

A metropolitan and locational overview was presented which highlighted important points about the study area. Demographic and economic data specific to the trade area were also presented. Marketing information relating to these sectors was presented and analyzed in order to determine patterns of change and growth as it impacts Carousel Center. The data quantifies the dimensions of the total trade area, while our comments provide qualitative insight into this market. A compilation of this data forms the basis for our projections and forecasts for the subject property. The following are our key conclusions.

- Sales for tenants less than 10,000 square feet have increased steadily, and are now at \$600 per square foot (including The Apple Store).
- Carousel Center has a competitive advantage in that among its competitive set because it is part of a larger project known as Destiny USA, the dominant center in its market.
- Generally, the subject's anchor tenant alignment is perceived with good ratings. The property benefits from the draw of 3 department store anchors, and 7 major tenants.
- The subject should also benefit from the addition of At Home, which will lease the former Sports Authority space.
- The subject recently lost its Bon-Ton tenant, creating an opportunity to replace it with a more productive user.
- As part of the larger Destiny USA project, the subject draws from an expanded trade area, which includes Canadian residents.
- The expansion of the subject property has solidified the property's position as the dominant center serving the Syracuse market and help to both increase its market share as well as the extent of its trade area.
- The subject has very good accessibility via the regional Interstate network and local arterials that provide linkages throughout the Syracuse CBSA.
- Based on our analysis we concluded that the subject is well positioned within its market area and the prospect for net appreciation in real estate values is expected to be good.

Marketability and Marketing Period

In this subsection, we consider the potential market appeal, marketability, and demand for a center like the subject in light of the current real estate investment market. As discussed in this report, the subject involves an enclosed 2 and part 3-level retail mall anchored by 3 department stores, a new junior anchor in At Home, A Regal Cinema, and 7 major tenants for a combined GLA of approximately 1,507,052 square feet.

We considered the potential market demand and investor risk in our analysis and valuation of the subject property through our selection of investment parameters, growth rates, and various assumptions employed. In our analysis, we attempted to reflect current market conditions and investor criteria. Most of the shopping center properties which have been offered for sale at a "reasonable" price, have sold within 12 months exposure to the open market or less. Properties for which seller expectations of value exceed the market's perception have required more extended marketing periods and have generally sold below the initial asking price, or have been pulled off the market. A "reasonable" price is defined as that price which offers a sufficient return to the investor relative to the demand for and the risk associated with the property. These returns vary widely in the current market depending on the particular investment, its occupancy level, the surrounding demographics, and upside or downside of the income stream.

The subject is characterized as a good-quality, regional mall that along with the other centers in the area represents a strong barrier to future competitive development. The subject contains the area's typical anchor alignment and sales are generally consistent with or above chain averages. The subject's primary trade area has a current population of approximately 699,300 people and is projected to experience good household growth into the foreseeable future. We believe that if the subject were offered for sale, it would represent a good investment

opportunity. Based on the above, it is our estimate that a market sale of the subject property should be realized within 6 months exposure on the market.

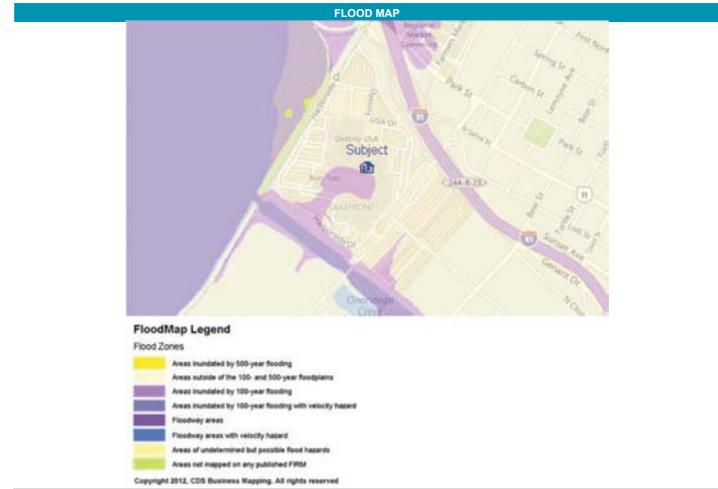
Property Analysis

Site Description

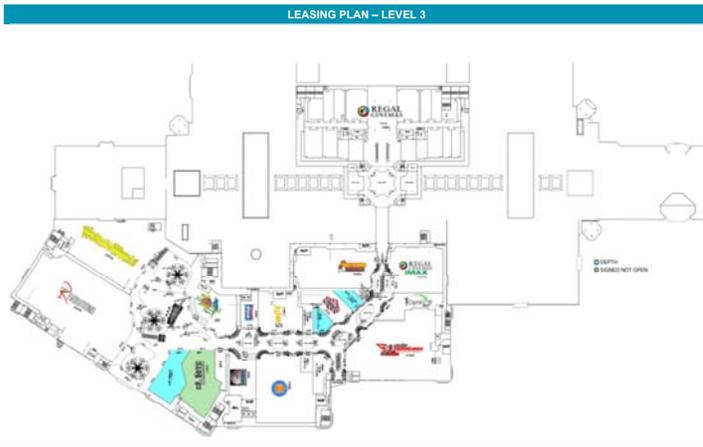
Shape:	Irregularly shaped																					
Topography:	Level at street grade																					
Land Area:	Carousel Center is located on an 83.10-acre site. To accommodate the expansion of the center, the site has been subdivided with 49.77-acres allocated to the existing center (the subject of this appraisal).																					
<table border="1"> <thead> <tr> <th colspan="3">LAND AREA SUMMARY</th> </tr> <tr> <th>Address</th> <th>Description</th> <th>Site Area</th> </tr> </thead> <tbody> <tr> <td>1 Carousel Center Drive</td> <td>PILOT Parcel</td> <td>44.41 acres</td> </tr> <tr> <td>350 Hiawatha Blvd. W. Rear</td> <td>Containment Cell</td> <td>5.36 acres</td> </tr> <tr> <td colspan="2">Total Subject Site</td> <td>49.77 acres</td> </tr> <tr> <td>304 Hiawatha Blvd W.</td> <td>Expansion Parcel</td> <td>33.32 acres</td> </tr> <tr> <td colspan="2">Total Center Site Area</td> <td>83.10 acres</td> </tr> </tbody> </table>		LAND AREA SUMMARY			Address	Description	Site Area	1 Carousel Center Drive	PILOT Parcel	44.41 acres	350 Hiawatha Blvd. W. Rear	Containment Cell	5.36 acres	Total Subject Site		49.77 acres	304 Hiawatha Blvd W.	Expansion Parcel	33.32 acres	Total Center Site Area		83.10 acres
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Total Center Site Area		83.10 acres																				
Frontage:	The site has extensive frontage along I-81 and Hiawatha Boulevard																					
Access:	Access to the site is considered to be excellent. The mall is located directly off of I-81, utilizing the mall exit ramp.																					
Visibility:	The subject property has good visibility.																					
Soil Conditions:	We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.																					
Utilities:	All municipal utilities are available to the site including water, sewer, electric and telephone.																					
Site Improvements:	Site improvements include asphalt paved parking areas, curbing, signage, landscaping, yard lighting and drainage.																					
Land Use Restrictions:	We were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.																					

Flood Zone Description:	The subject property is mostly located in flood zone C (Areas outside of a 100-year flood hazard) as indicated by FEMA Map 3605950001D, dated May 03, 1982. However, a portion of the property is located in a flood zone which is inundated by 100-year flooding, according to the flood map which we have included on the following pages. The flood zone determination and other related data are provided by a third party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.
Wetlands:	We were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
Hazardous Substances:	The site of Carousel Center, together with the surrounding area previously was known as "Oil City" an area with numerous oil storage facilities including above ground storage tanks utilized by Hess, Mobil, Citgo and Sunoco. "Oil City" encompasses 10 parcels of land in a two-block area that have been a major petroleum storage site for various oil companies since the early 1900s. As a result, there is ground water contamination as well as pollution of Onondaga Lake which is one of America's most polluted bodies of water. Remediation work on the land has been on-going and a collaborative effort among the oil companies, the DEC, local and federal government officials and current property owners. We observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
Overall Site Utility:	The subject site is functional for its current use.
Location Rating:	Good

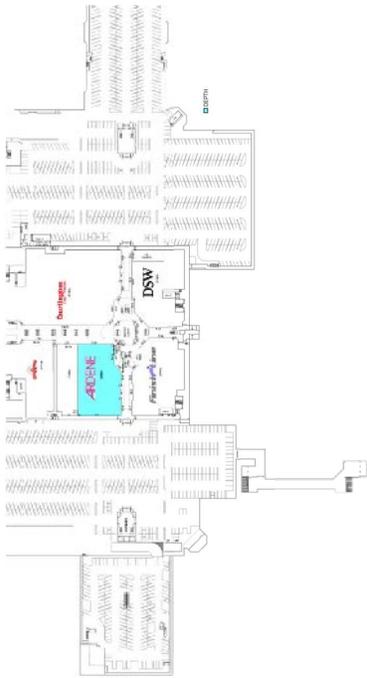




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LEASING PLAN – LOWER LEVEL



Foundation:	Reinforced concrete column pads and reinforced concrete spread footings on engineered fill.
Framing:	Structural steel with masonry and concrete encasement.
Floors:	The floor on the lower level is a 24" reinforced concrete slab over vapor barrier and compacted fill. The upper floors in the mall and department stores are 4" concrete on corrugated metal deck supported by steel bar joists.
Exterior Walls:	Combination of masonry block and precast transite panels.
Roof Type:	The roof is corrugated metal deck on bar joists.
Roof Cover:	The roof cover is a four-ply built-up composition roofing system.
Windows:	Thermal windows in aluminum frames.
Pedestrian Doors:	Customer entrances are anodized aluminum and glass.
MECHANICAL DETAIL	
HVAC:	HVAC is provided by a combination of roof-mounted electric and gas-fired package units.
Plumbing:	Water and sanitary sewer are master-metered within the property. The plumbing system is assumed to be adequate for existing use and in compliance with local law and building codes.
Electrical:	Service to all tenants is through a common distribution system. Energy is purchased by mall ownership and re-sold to the individual tenants at retail rates. This results in a profit center to ownership. All electric work is assumed to be in accordance with local law and building codes.
Emergency Power:	The building has a back-up generator.
Vertical Transportation:	The building contains twenty-two sets of escalators, four passenger elevators. In addition the anchor tenants have their own escalators and elevators.
Fire Protection:	100% sprinklered.
Security:	Exterior Monitors.

Improvements Description

The following description of improvements is based on our physical inspection of the improvements and our discussions with the subject property's owner's representative.

GENERAL DESCRIPTION

Year Built:	1990
Expansions:	1994, 2008, and 2013
Years Renovated:	2000
Number of Stories:	2 and partial 3
Land To Building Ratio:	1.44 to 1

Gross Leasable Area: Carousel Center contains a total of 1,237,052 square feet of gross leasable area. The subject property is anchored by Macy's, J.C. Penney, Lord & Taylor, and At Home (Lease Out). The J.C. Penney and the future At Home stores are under the control of mall ownership and leased to the respective retailers. Mall ownership also owns the vacant former Bon Ton box. Lord & Taylor and Macy's own their respective stores with mall ownership retaining the rights to the underlying land. For purposes of this analysis, we have excluded their GLA as owned collateral but their contribution to the value in its entirety has been considered herein. Therefore, the owned GLA of the subject is calculated to be 1,237,052 square feet as presented below:

RETAIL GLA SUMMARY

Component	Owned	Area	% of Total
Macy's		170,000 SF	
J.C. Penney	x	158,590 SF	
Lord & Taylor		100,000 SF	
At Home (Lease Out)	x	88,464 SF	
Vacant (Former Bon Ton)	x	80,000 SF	
Total Anchor GLA		597,054 SF	40%
In-Line	x	463,226 SF	
Kiosks	x	1,536 SF	
Food Court	x	8,164 SF	
Total Mall Shop GLA		472,926 SF	31%
Cinema GLA	x	76,000 SF	
Major GLA	x	356,829 SF	
Other GLA (Storage, ATM)	x	4,243 SF	
Total Center GLA		1,507,052 SF	100%
Total Owned GLA		1,237,052 SF	82%

CONSTRUCTION DETAIL

Basic Construction:	Steel and masonry
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INTERIOR DETAIL

Layout:	The center has a generally symmetric configuration. The "Commons" level of the shopping center contains two indoor, enclosed parking areas connected via common area and big box retail. The first level of the center is anchored by Macy's which is situated above one indoor, enclosed parking area, Lord & Taylor which is located above the second indoor, enclosed parking area, and J.C. Penney, located in close proximity to Macy's. In-line tenants and big box retailers complete the first level of the center. The second level contains the second story retail area for Macy's, Lord & Taylor, J.C. Penney, and the former Bon Ton box. A 19-screen, stadium-seating Regal Cinema Complex is located on the third level. The second level of the center contains the food court, inline tenancy and additional big box retailers. Phase II of Destiny USA, which is not the subject of this appraisal, consists primarily of a "U-shaped" extension along the east side of the existing center. On levels one and two, the main corridor through the expansion will extend from the side court by Lord & Taylor to the existing center court. On level three the expansion section will be connected to the cinema level of the existing center but will terminate at the south end as this level is above the existing retail levels. This expansion is an integral part of Destiny USA, and the entire project operates as a single, seamless retail experience.
Floor Covering:	Generally Composite marble tile flooring in the common areas. Tenant spaces are primarily a mix of carpet, hardwood and vinyl tile.
Walls:	Drywall
Ceilings:	The ceiling in the common areas is Mix of painted sheetrock, open ceilings and acoustical tile in lay-in grids. Ceilings in the individual tenant spaces vary and include acoustical tile, painted drywall and exposed truss work.
Lighting:	Lighting in the common areas is provided by a mixture of hung fluorescent and recessed incandescent fixtures.
Store Fronts:	Store fronts are generally a mix of flush and "pop-out" type. Many reflect the most recent tenant designs for the respective chain.
Tenant Rest Rooms:	Each tenant space has a rest room facility.
Public Rest Rooms:	The property has a set of public restrooms on each of the retail levels. Additional restrooms are found in the anchor department stores.

SITE IMPROVEMENTS

Parking:	The property contains approximately 8,668 total parking spaces in both parking garages and surface lots, reflecting an overall parking ratio of 7.01 spaces per 1,000 square feet of gross leasable area. After the construction of the expansion project (Phase II), on certain parking fields that were initially part of the Carousel Center property, the integrated shopping center now shares a combination of surface parking areas, a below grade garage and a parking deck, providing 5,044 parking spaces, as well as certain auxiliary lots further providing additional on-grade parking, in each case pursuant to various cross easement agreements.
Onsite Landscaping:	The site is landscaped with a variety of trees, shrubbery and grass.
Other:	Site improvements include asphalt paved parking areas, curbing, signage, landscaping, yard lighting and drainage.

PERSONAL PROPERTY

Personal property was excluded from our valuation.

SUMMARY

Condition:	Good
Quality:	Good
Property Rating:	After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Roof & Mechanical Inspections:	We did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
Actual Age:	26 years
Effective Age:	20 years
Expected Economic Life:	55 years
Remaining Economic Life:	35 years

CAPITAL EXPENDITURES

Known Costs: We are not aware of any planned capital expenditures that would have an impact on the subject property.

PHYSICAL DETERIORATION

Cost to Cure:	Curable physical deterioration refers to those items that are economically feasible to cure as of the effective date of the appraisal. One category of physical deterioration is deferred maintenance and is measured as the cost repairing or restoring the item to new or reasonably new condition. We have not been provided with a capital expenditure plan or an engineering report that would identify specific costs required to repair deficiencies at the subject property. During our inspection, we did not notice any apparent physical deterioration that would require immediate repair.
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FUNCTIONAL OBSOLESCENCE

Description: There is no apparent functional obsolescence present at the subject property.

EXTERNAL OBSOLESCENCE

Description External obsolescence is the adverse effect on value resulting from influences outside the property. External obsolescence may be the result of market softness, proximity to environmental hazards or other undesirable conditions, spikes in construction costs, cost estimates that don't properly reflect changes in the local market, the lack of an adequate labor force, changing land use patterns, or other factors

Based on a review of the location of the subject as well as local market conditions, there is no external obsolescence estimated.

Real Property Taxes and Assessments

Current Property Taxes

The subject property is located in the taxing jurisdiction of Onondaga, and the assessor's parcel identification is 022100999, 239001103, and 179004806. The assessment and taxes for the property are presented below:

PROPERTY ASSESSMENT INFORMATION					
Assessor's Parcel Number:	022100999, 239001103, and 179004806				
Assessing Authority:	Onondaga 2016				
Current Tax Year:	2016				
Assessment Ratio (% of market Value):	81.50%				
Are taxes current?	Taxes are current				
Is there a grievance underway?	Not to our knowledge				
The subject's assessment and taxes are:	At market levels				
ASSESSMENT INFORMATION					
Assessed Value	022100999	0179004806	0239001103	PILOT	Total
Land:	\$11,607,000	\$0	\$0	\$0	\$11,607,000
Improved Assessment	\$307,033,000	\$132,000	\$1,168,000	\$0	\$308,333,000
Total:	\$318,640,000	\$132,000	\$1,168,000	\$0	\$319,940,000
Tax Rate	0.01%	3.88%	3.88%	N/A	5.76%
Tax Liability (County And City/School)	\$19,624	\$5,116	\$45,270	\$18,360,880	\$18,430,990
Assessor's Implied Market Value					\$392,564,417
TAX LIABILITY					
Total Tax Rate (Per \$1,000 Assessed Value)	\$57.61				
Total Property Taxes	\$18,430,990				
Building Area (SF)	1,237,052				
Property Taxes per Square Foot	\$14.90				
Compiled by Cushman & Wakefield, Inc					

Total taxes for the property are \$18,430,990, or \$14.90 per square foot.

PILOT Agreement

To help fund certain infrastructure cost necessary for the construction of the subject property, the developer, Pyramid Company of Onondaga, entered into a Payment in Lieu of Tax (PILOT) Agreement with the City of Syracuse and City of Syracuse Industrial Development Agency. The terms of such PILOT Agreement are contained in the Second Amended and Restated Payment in Lieu of Tax Agreement dated October 17, 1995.

Based on this agreement The Pyramid Company is required to pay the differential payment through 2005 for the PILOT parcel as well as the county taxes associated with this parcel. The differential payment is calculated as the difference between the rate used to calculate the PILOT tax payment and the actual tax rate multiplied by the gross leasable area of the shopping center.

The original PILOT agreement expired in December 2005 resulting in a large increase in the assessment for the existing center for the 2006/07 tax year.

In 2006 ownership entered into a new PILOT agreement to fund additional infrastructure costs associated with the expansion of the center. This new agreement expires in 2036. The existing center is also encumbered by this PILOT agreement, however, the initial payment was equal to the full ad valorem taxes. Thereafter the payment will increase at a fixed 4.0 percent per annum. This rate of growth was based on the actual increase in the tax rate between 1960 and 2005 which increased at an annual compound rate of 4.30 percent.

Zoning

The property is zoned Industrial Class A by the City of Syracuse. The purpose and intent of this district is to provide appropriate areas on or near major routes within the City of Syracuse permitting the development and continued use of lands for compatible retail, commercial and industrial uses, while prohibiting land uses that are not compatible with the permitted land uses or considered to be hazardous, objectionable or offensive by reason of noise, vibration, dust, smoke, odors, and the like to the public health, safety, welfare and interests. Permitted uses within this district include a wide range of office, light industrial, retail and general commercial. There are no minimum yard requirements within the Industrial Class A District unless the site is adjoining a residential district in which case the requirements of the adjoining residential district apply.

Zoning Compliance

Property value is affected by whether or not an existing or proposed improvement complies to zoning regulations, as discussed below.

Complying Uses

An existing or proposed use that complies to zoning regulations implies that there is no legal risk and that the existing improvements could be replaced "as-of-right."

Pre-Existing, Non-Complying Uses

In many areas, existing buildings pre-date the current zoning regulations. When this is the case, it is possible for an existing building that represents a non-complying use to still be considered a legal use of the property. Whether or not the rights of continued use of the building exist depends on local laws. Local laws will also determine if the existing building may be replicated in the event of loss or damage.

Non-Complying Uses

A proposed non-complying use to an existing building might remain legal via variance or special use permit. When appraising a property that has such a non-complying use, it is important to understand the local laws governing this use.

Other Restrictions

We know of no deed restrictions, private or public, that further limit the subject property's use. The research required to determine whether or not such restrictions exist is beyond the scope of this appraisal assignment. Deed restrictions are a legal matter and only a title examination by an attorney or title company can usually uncover such restrictive covenants. We recommend a title examination to determine if any such restrictions exist.

Zoning Conclusions

We analyzed the zoning requirements in relation to the subject property, and considered the compliance of the existing or proposed use. We are not experts in the interpretation of complex zoning ordinances but based on our review of public information, the subject property appears to be a complying use.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

We note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Valuation

Highest and Best Use

Highest and Best Use Definition

The *Dictionary of Real Estate Appraisal*, Sixth Edition (2016), a publication of the Appraisal Institute, defines the highest and best use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity

To determine the highest and best use we typically evaluate the subject site under two scenarios: as though vacant land and as presently improved. In both cases, the property's highest and best use must meet the four criteria described above.

Highest and Best Use of Site as though Vacant

Legally Permissible

The zoning regulations in effect at the time of the appraisal determine the legal permissibility of a potential use of the subject site. As described in the Zoning section, the subject site is zoned Industrial Class A by the City of Syracuse. Permitted uses within this district include office, retail, light industrial, auto service and various commercial uses. We are not aware of any further legal restrictions that limit the potential uses of the subject. In addition, rezoning of the site is not likely due to the character of the area.

Physically Possible

The physical possibility of a use is dictated by the size, shape, topography, availability of utilities, and any other physical aspects of the site. The subject site contains 49.77 acres, or 2,168,112 square feet. The site is irregularly shaped and level at street grade. It has excellent frontage, excellent access, and good visibility. The overall utility of the site is considered to be good. All public utilities are available to the site including public water and sewer, gas, electric and telephone. Overall, the site is considered adequate to accommodate most permitted development possibilities.

Financially Feasible and Maximally Productive

In order to be seriously considered, a use must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Financially feasible uses are those uses that can generate a profit over and above the cost of acquiring the site, and constructing the improvements. Of the uses that are permitted, possible, and financially feasible, the one that will result in the maximum value for the property is considered the highest and best use.

Conclusion

We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible, and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the subject site's physical

characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of the subject site as though vacant is for development with a retail use built to its maximum feasible building area.

Highest and Best Use of Property as Improved

The Dictionary of Real Estate Appraisal defines highest and best use of the property as improved as:

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

In analyzing the Highest and Best Use of a property as improved, it is recognized that the improvements should continue to be used until it is financially advantageous to alter physical elements of the structure or to demolish it and build a new one.

Legally Permissible

As described in the Zoning Analysis section of this report, the subject site is zoned Industrial Class A. The site is improved with a shopping center containing 1,507,052 square feet of gross building area. In the Zoning section of this appraisal, we determined that the existing improvements represent a complying use. We also determined that the existing use is a permitted use in this zone.

Physically Possible

The subject improvements were constructed in 1990 and were last renovated in 2000. The improvements are in good condition. We know of no current or pending municipal actions or covenants that would require a change to the current improvements.

Financially Feasible and Maximally Productive

In the Reconciliation section, we concluded to a market value for the subject property, as improved, of \$500,000,000, which is greater than the value of the site as through vacant, determined to be \$30,000,000. In our opinion, the improvements contribute significantly to the value of the site. It is likely that no alternate use would result in a higher return.

Most Likely Buyer

The subject is currently leased to 138 tenants. Its size, type, and configuration make it ideally suited for multiple-tenant occupancy. An examination of recent rental activity in the area suggests that there is demand for similar space in such properties by tenants within the market, and recent comparable sales indicate such properties are typically purchased by real estate investors. As a result, we conclude that the most likely purchaser of the subject is an investor, who would typically rely on the income approach to value the property.

Conclusion

It is our opinion that the existing improvements add value to the site as though vacant, dictating a continuation of its current use. It is our opinion that the Highest and Best Use of the subject property as improved is a shopping center as it is currently improved.

Valuation Process

Methodology

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

We considered each approach in developing our opinion of the market value of the subject property. We discuss each approach below and conclude with a summary of their applicability to the subject property.

Cost Approach

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial profit and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Sales Comparison Approach

In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, price per acre, price per unit, or price per square foot of potential building area. In both cases, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

Income Capitalization Approach

In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization.

Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted

to a present value using an internal rate of return that is determined by analyzing current investor yield requirements for similar investments.

Summary

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value.

Land Valuation

The valuation of the underlying land for a regional mall such as the subject property presents unique challenges. Oftentimes, there are few recent transfers of similarly sized tracts of land within the immediate market area. Furthermore, the entitlements to construct the center add value to the property, which is not easily quantified via a traditional Sales Comparison Analysis. Our analysis has therefore employed several different methodologies, which have helped to establish general parameters for land value for this type of development. This has included:

- Survey of Large Retail Land Assemblages
- Comparison of Land Acquisition to Total Development Costs
- Comparison of Land and Total Assessment Ratios

Survey of Large Retail Site Assemblages

For the second approach to valuing the subject's underlying land, we have considered retail land sales that have involved large retail sites, many of which include the benefit of entitled land. The most pertinent way to examine the value of these parcels is to compare the value of the whole mall site, and then allocate the unit value based upon its site size. This analysis best represents the value of these parcels, as similar land tracts do not frequently sell in the open market.

In total, we examined 179 land sales between January 2007 and December 2015. The weighted average site area from the comparables included in the survey was 70.4 acres, with an average of 592,000 square feet of proposed building area. Sale prices in the survey ranged from \$995,000 to \$128,000,000, or \$0.29 to \$40.25 per square foot of land area (calculated mean of \$6.50 per square foot).

On the basis of total building area, either constructed or approved, the mean unit rates range from \$5.63 to \$153.33 per square foot (survey mean calculated at \$41.36 per square foot).

The following table provides a summary of our survey results:

	2007	2008	2009	2010	2011	2012	2013	2014	2015	Total Survey
No. of Transactions	81	24	10	11	22	10	10	10	17	175
Total Volume (000)	\$ 1,515,338	\$ 446,188	\$ 84,714	\$ 4,000	\$ 17,177	\$ 279,390	\$ 88,722	\$ 158,800	\$ 313,295	\$ 2,807,624
Mean Sale Price (Acres)	\$ 23,771	\$ 18,774	\$ 8,471	\$ 364	\$ 781	\$ 12,700	\$ 8,872	\$ 15,880	\$ 33,205	\$ 34,214
Mean Sale Price (per Square Foot)	\$ 6.91	\$ 4.81	\$ 3.88	\$ 2.81	\$ 5.89	\$ 8.80	\$ 8.89	\$ 7.26	\$ 13.43	\$ 6.90
Upper Quartile	\$ 19.34	\$ 11.72	\$ 6.84	\$ -	\$ 9.46	\$ 33.81	\$ 18.85	\$ 37.99	\$ 40.25	\$ 40.25
Lower Quartile	\$ 3.36	\$ 2.71	\$ 3.32	\$ -	\$ 3.81	\$ 3.20	\$ 3.98	\$ 3.81	\$ 5.45	\$ 2.99
per Acre	\$ 261,780	\$ 196,673	\$ 149,201	\$ 87,608	\$ 247,988	\$ 383,414	\$ 256,500	\$ 316,700	\$ 585,193	\$ 283,329
Upper Quartile	\$ 638,095	\$ 510,622	\$ 392,031	\$ -	\$ 411,028	\$ 1,463,091	\$ 625,677	\$ 1,054,425	\$ 1,753,425	\$ 1,054,425
Lower Quartile	\$ 128,008	\$ 118,175	\$ 144,545	\$ -	\$ 106,018	\$ 143,516	\$ 42,583	\$ 157,342	\$ 237,622	\$ 130,239
per Building Area	\$ 35.10	\$ 33.21	\$ 27.82	\$ 13.33	\$ 24.64	\$ 71.59	\$ 27.17	\$ 61.29	\$ 45.70	\$ 41.36
Upper Quartile	\$ 123.71	\$ 92.22	\$ 39.91	\$ -	\$ 39.99	\$ 143.37	\$ 43.12	\$ 103.33	\$ 79.99	\$ 103.33
Lower Quartile	\$ 18.18	\$ 20.35	\$ 25.97	\$ -	\$ 17.31	\$ 43.09	\$ 12.43	\$ 23.36	\$ 29.44	\$ 19.52

Source: Cushman & Wakefield

As depicted in the preceding table, investment in large retail sites has declined substantially since 2007. While 81 transactions occurred in 2007, just 98 have been tracked from 2008 through 2015. From 2007 to 2015, the calculated mean price per square foot of all large retail site assemblages that have been tracked in our survey is \$6.50 per square foot of site area. Alternatively, the mean price per acre identified in our survey is \$283,329.

In terms of sale price per proposed square foot of building area, the surveyed mean equates to \$41.36 per building area square foot.

While we may place less weight on this method, it can, nevertheless, be used as supporting evidence of the subject's ultimate land value; particularly given the difficulty in assembling such sites in most markets.

In our opinion, given the subject's location, demographic profile, and development potential, a price per square foot of building area at the lower end of the indications in the chart would be warranted. Please see conclusion at end of section for additional detail.

Allocation Method

In the next method, we have considered an allocation of land value from the property's total value, as determined in the appraisal. To establish a ratio of land value to the total value of the project for allocation purposes, we have looked at two different measurements of this potential ratio; the first being a comparison of land acquisition costs in comparison to total development costs, the second being land assessments in relation to total property assessments. From these two considerations, we can determine an appropriate ratio of contributory land value to the project, as a whole.

Comparison of Land Acquisition to Total Development Costs

By examining the proportion of the land acquisition price to total development costs for recently completed or proposed shopping centers we are able to extract the contribution of the land to the total property value. We therefore surveyed recent public filings and press releases from large shopping center Real Estate Investment Trusts (REITs) over the past several years. We were able to extract a number of comparables, with land acquisition dates between 2008 and 2014.

A description of each comparable is provided in the following chart:

Property	ST	Assessment	Improvements	Total Assessment	Land % of Total Assessed Value
Enclosed Mall	AZ	\$ 2,500,442	\$ 6,553,200	\$ 9,053,642	27.5%
Enclosed Mall	CA	\$ 73,894,384	\$ 402,002,822	\$ 475,897,206	15.5%
Enclosed Mall	CA	\$ 25,899,370	\$ 108,890,428	\$ 134,789,798	17.8%
Enclosed Mall	CA	\$ 38,259,434	\$ 88,372,827	\$ 126,632,261	18.3%
Enclosed Mall	CA	\$ 493,748,267	\$ 10,302,467	\$ 504,050,734	48.7%
Enclosed Mall	CA	\$ 104,841,391	\$ 95,263,269	\$ 200,104,660	17.5%
Enclosed Mall	CA	\$ 6,229,278	\$ 22,599,281	\$ 28,828,559	21.8%
Enclosed Mall	CA	\$ 59,580,820	\$ 319,719,280	\$ 379,300,100	15.7%
Enclosed Mall	CA	\$ 31,480,972	\$ 347,060,690	\$ 378,541,662	9.4%
Enclosed Mall	CA	\$ 60,873,760	\$ 407,874,261	\$ 468,748,021	12.9%
Enclosed Mall	CO	\$ 31,962,700	\$ 89,343,746	\$ 121,306,446	26.0%
Enclosed Mall	CO	\$ 13,260,000	\$ 47,325,000	\$ 60,585,000	22.0%
Enclosed Mall	CO	\$ 97,850,000	\$ 80,078,000	\$ 177,928,000	57.0%
Enclosed Mall	CT	\$ 5,644,410	\$ 6,201,975	\$ 11,846,385	18.2%
Enclosed Mall	CA	\$ 7,592,232	\$ 29,207,552	\$ 36,799,784	20.3%
Enclosed Mall	HI	\$ 90,550,700	\$ 90,520,000	\$ 181,070,700	32.3%
Enclosed Mall	ID	\$ 17,799,880	\$ 45,545,587	\$ 63,345,467	18.9%
Enclosed Mall	IL	\$ 7,851,863	\$ 6,016,585	\$ 13,868,448	43.8%
Enclosed Mall	IL	\$ 5,578,804	\$ 2,225,882	\$ 7,804,686	36.4%
Enclosed Mall	IL	\$ 7,973,209	\$ 65,469,429	\$ 73,442,638	9.0%
Enclosed Mall	NY	\$ 5,275,000	\$ 22,325,000	\$ 27,600,000	19.1%
Enclosed Mall	NY	\$ 3,596,000	\$ 24,910,000	\$ 28,506,000	22.6%
Enclosed Mall	MA	\$ 9,205,000	\$ 4,989,000	\$ 14,194,000	27.0%
Enclosed Mall	MA	\$ 6,447,000	\$ 40,484,700	\$ 46,931,700	14.8%
Enclosed Mall	MA	\$ 21,242,000	\$ 92,470,000	\$ 113,712,000	19.2%
Enclosed Mall	MD	\$ 93,360,000	\$ 2,844,800	\$ 96,204,800	29.8%
Enclosed Mall	MD	\$ 29,320,000	\$ 95,233,000	\$ 124,553,000	19.4%
Enclosed Mall	MN	\$ 22,719,000	\$ 6,911,000	\$ 29,630,000	30.6%
Enclosed Mall	NJ	\$ 24,220,000	\$ 15,790,000	\$ 40,010,000	17.5%
Enclosed Mall	ND	\$ 9,500,000	\$ 30,730,000	\$ 40,230,000	23.6%
Enclosed Mall	NM	\$ 9,892,400	\$ 33,914,400	\$ 43,806,800	38.0%
Enclosed Mall	NM	\$ 9,653,000	\$ 34,233,000	\$ 43,886,000	28.1%
Enclosed Mall	NY	\$ 26,843,800	\$ 204,202,000	\$ 231,045,800	16.8%
Enclosed Mall	NY	\$ 6,586,000	\$ 316,200	\$ 6,902,200	9.6%
Enclosed Mall	OH	\$ 4,237,145	\$ 5,233,225	\$ 9,470,370	54.8%
Enclosed Mall	OH	\$ 4,538,000	\$ 29,919,800	\$ 34,457,800	12.9%
Enclosed Mall	OH	\$ 5,330,000	\$ 9,506,000	\$ 14,836,000	21.0%
Enclosed Mall	OK	\$ 2,962,250	\$ 22,862,250	\$ 25,824,500	11.2%
Enclosed Mall	OR	\$ 21,970,880	\$ 93,688,710	\$ 115,659,590	29.0%
Enclosed Mall	PA	\$ 44,839,800	\$ 978,493,915	\$ 1,023,333,715	29.6%
Enclosed Mall	PA	\$ 22,885,000	\$ 51,088,500	\$ 73,973,500	30.8%
Enclosed Mall	PA	\$ 8,195,000	\$ 215,100,000	\$ 223,295,000	11.6%
Enclosed Mall	PA	\$ 6,820,000	\$ 38,100,000	\$ 44,920,000	15.8%
Enclosed Mall	PA	\$ 19,849,000	\$ 24,027,400	\$ 43,876,400	57.7%
Enclosed Mall	TN	\$ 24,807,800	\$ 65,075,000	\$ 89,882,800	16.5%
Enclosed Mall	TN	\$ 34,950,200	\$ 14,003,200	\$ 48,953,400	24.0%
Enclosed Mall	TX	\$ 20,385,182	\$ 19,872,205	\$ 40,257,387	44.3%
Enclosed Mall	TX	\$ 20,090,298	\$ 42,210,268	\$ 62,300,566	16.0%
Enclosed Mall	TX	\$ 26,472,156	\$ 103,809,632	\$ 130,281,788	19.7%
Enclosed Mall	TX	\$ 37,149,800	\$ 63,008,600	\$ 100,158,400	29.0%
Enclosed Mall	TX	\$ 22,648,400	\$ 61,046,400	\$ 83,694,800	27.0%
Enclosed Mall	UT	\$ 9,973,002	\$ 38,825,902	\$ 48,798,904	21.7%
Enclosed Mall	VA	\$ 38,690,000	\$ 38,690,000	\$ 77,380,000	24.8%
Enclosed Mall	VA	\$ 9,844,000	\$ 98,879,800	\$ 108,723,800	17.7%
Enclosed Mall	VA	\$ 15,819,000	\$ 55,979,700	\$ 71,798,700	19.8%
Enclosed Mall	VA	\$ 55,794,260	\$ 283,589,850	\$ 339,384,110	16.4%
Enclosed Mall	VA	\$ 15,819,000	\$ 45,474,460	\$ 61,293,460	19.8%
Enclosed Mall	VA	\$ 6,150,000	\$ 17,364,311	\$ 23,514,311	35.8%
Enclosed Mall	VA	\$ 23,947,360	\$ 55,825,360	\$ 79,772,720	24.8%
Enclosed Mall	VA	\$ 62,778,000	\$ 98,986,700	\$ 161,764,700	21.5%
Enclosed Mall	VA	\$ 9,560,204	\$ 97,806,796	\$ 107,367,000	19.7%
Enclosed Mall	WI	\$ 46,803,000	\$ 230,032,000	\$ 276,835,000	16.9%
Enclosed Mall	WY	\$ 8,897,296	\$ 27,266,885	\$ 36,164,181	19.4%

Source: Cushman & Wakefield

The following table presents a summary of the assessments for each comparable included in the survey:

Property	ST	Assessment	Improvements	Total Assessment	Land % of Total Assessed Value
Enclosed Mall	AZ	\$ 2,500,442	\$ 6,553,200	\$ 9,053,642	27.5%
Enclosed Mall	CA	\$ 73,894,384	\$ 402,002,822	\$ 475,897,206	15.5%
Enclosed Mall	CA	\$ 25,899,370	\$ 108,890,428	\$ 134,789,798	17.8%
Enclosed Mall	CA	\$ 38,259,434	\$ 88,372,827	\$ 126,632,261	18.3%
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Enclosed Mall	NY	\$ 6,586,000	\$ 316,200	\$ 6,902,200	9.6%
Enclosed Mall	OH	\$ 4,237,145	\$ 5,233,225	\$ 9,470,370	54.8%
Enclosed Mall	OH	\$ 4,538,000	\$ 29,919,800	\$ 34,457,800	12.9%
Enclosed Mall	OH	\$ 5,330,000	\$ 9,506,000	\$ 14,836,000	21.0%
Enclosed Mall	OK	\$ 2,962,250	\$ 22,862,250	\$ 25,824,500	11.2%
Enclosed Mall	OR	\$			

As exhibited, the land assessment, as a percentage of the total assessed value, ranges from a low of 6.6 percent to a high of 58.0 percent, with a mean of 23.4 percent. The weighted average of the survey amounts to 21.9 percent.

We have also looked at a portfolio of malls from one of the regional mall REITs wherein we have been able to isolate the land assessment component of the property's total assessed value. Our analysis shows that the mean land assessment ratio for the survey of nearly 100 properties is 23.5 percent.

Allocation Method conclusion

From the analysis above, we see that developers have reported land costs at about 12.8 percent of total project costs. Land assessment ratios generally range from 20.0 to 25.0 percent of total assessed value, on average.

Obviously, land value is a function of a particular market's dynamics, including location, demographic characteristics and availability of developable sites. Considering the total analysis herein, we have presented the following general ratios to total property value for the following asset classes.

- Small Market: 12.0 to 15.0 percent
- Suburban Middle Market: 12.0 to 17.0 percent
- Large Suburban Market: 15.0 to 20.0 percent
- High Density Suburban Market: 17.0 to 22.0 percent

Where necessary, we have made adjustments to the indicated ratios based upon local market transactional evidence and appraiser judgment given the economic viability of the mall and its location.

The subject property is located in a fairly medium-density/large suburban setting. With its location, coupled with the interstate exposure and access, the subject's trade area would be expected to draw from a larger population base than might otherwise be expected from other suburban assemblages.

We note that the subject assessment ratio is very low at just 3.6 percent, based on the following information regarding the current assessment:

ASSESSMENT INFORMATION		
Assessed Value	0221009999	
Land:	\$11,607,000	3.6%
Improved Assessment	\$307,033,000	96.4%
Total:	\$318,640,000	100.0%

We will give considerable weight to this ratio in our value conclusion, given its direct relationship to the subject.

Conclusion of Site Value

After considering all of the characteristics involved with the land sale comparables (and listings), an overall comparative rating has been completed to show the general comparability of the sales with the subject property (please see previous chart, which presents a summary of this adjustment process).

The adjustment chart presents an overview of the thinking in our analysis. It is noted that the percentage rate adjustments are provided for analysis purposes only and are not intended to be precise measurements of the differences between the comparables and the subject. Rather, they are used to provide a better understanding of the thinking used herein.

With this in mind, larger percentage adjustments would indicate more substantial differences between the sales and the subject. Smaller adjustments therefore indicate only minor differences. We acknowledge that the

adjustment process is somewhat subjective in nature. However, we have been unable to support the magnitude of the adjustments by paired sale analysis.

In conclusion, we acknowledged that the methods presented show a wide range of value indications for the subject's potential land value. The local land sales, while few, are relatively reasonable to compare with the subject; therefore more weight would typically be placed on this component of the analysis.

At the other end of the spectrum, the value/price per square foot of building area shown from the national site assemblage survey is more difficult to compare with the subject, and less weight may be placed on this type of analysis.

Given the income characteristics of the property and the available support for the allocation method, we have placed fair weight on this analysis, which shows a wider range in land value.

On balance, we have concluded that the indicated land value, by the methods utilized, is as follows:

AS IS VALUE CONCLUSION	Price Per Building Area	Land-to-Development Cost Ratio	Assessment Allocation Method	Land Value Conclusion
Indicated Value	\$30.00	\$480,000,000	\$480,000,000	\$20.00
Multiplier	x 1,507,052	10.0%	5.0%	x 1,507,052
Indicated Value	\$45,211,560	\$48,000,000	\$24,000,000	\$30,141,040
Rounded to nearest \$500,000	\$45,000,000	\$48,000,000	\$24,000,000	\$30,000,000

LAND VALUE CONCLUSION **\$30,000,000**

Compiled by Cushman & Wakefield, Inc.

PROSPECTIVE VALUE CONCLUSION					
Prospective Land Values	Prospective Date	Market* Conditions	Prospective Land Value	Rounded	Price PSF
Prospective Value Upon Stabilization:	8/18	6.30%	\$31,888,919	\$32,000,000	\$21.23

* Forecast compound annual change in market conditions from the as is value date through prospective value date.

Sales Comparison Approach

Methodology

Using the Sales Comparison Approach, we developed an opinion of value by comparing the subject property to similar, recently sold properties in the surrounding or competing area. This approach relies on the principle of substitution, which holds that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

By analyzing sales that qualify as "arm's-length" transactions between willing and knowledgeable buyers and sellers, we can identify value and price trends. The basic steps of this approach are:

- Research recent, relevant property sales and current offerings in the competitive marketplace;
- Select and analyze properties considered most similar to the subject, giving consideration to the time of sale, change in economic conditions which may have occurred since date of sale, and other physical, functional, or locational factors;
- Identify sales which include favorable financing and calculate the cash equivalent price; and
- Reduce the sale prices to a common unit of comparison, such as price per square foot of gross leasable area sold;
- Make appropriate adjustments between the comparable properties and the property appraised; and
- Interpret the adjusted sales data and draw a logical value conclusion.

The most widely-used, market-oriented units of comparison for properties such as the subject are the sale price per square foot of gross leasable area (GLA) purchased, and the overall capitalization rate extracted from the sale. This latter measure will be addressed in the Income Capitalization Approach which follows this methodology. An analysis of the inherent sales multiple, where applicable, also lends additional support to the Sales Comparison Approach. Comparable improved sale data sheets are presented in the Addenda of this report.

Regional Mall Market Overview

Stabilized regional malls are typically viewed as institutional grade assets that attract a wide range of investors, including foreign and domestic insurance companies, large retail developers, pension funds, and real estate investment trusts (REITs). The large capital requirements necessary to participate in this market, and the expertise demanded to successfully operate an investment of this caliber, both limit the number of active participants and, at the same time, expand the geographic boundaries of the marketplace. Due to the relatively small number of market participants and the moderate amount of quality product typically available in the marketplace, strong demand exists for the nation's quality retail developments under normal market conditions.

Following the collapse of the credit markets and subsequent recession that began at the end of 2007 liquidity was extremely low. These events precipitated a nearly 80.0 percent decline in mall transaction volume between 2007 and 2008. However, a gradual thawing of the credit markets and the increased use of joint venture ownership structures in late 2009 resulted in more than double the number of transaction being completed. This increased activity continued through 2015 and 2016, but is still well below the levels experienced prior to 2007.

Most institutional grade retail properties are seasoned centers with good inflation protection. These centers offer stability in income and are strongly positioned to the extent that they are formidable barriers to new competition. They tend to be characterized as having three to five department store anchors, most of which are dominant in the market. Mall shop sales are at least \$350 per square foot and the trade area offers good growth potential in terms of population and income levels. Equally important are centers which offer good upside potential after face-lifting, renovations, or expansion. With new construction down, owners have accelerated their renovation and remerchandising programs. Little competition from over-building is likely in most mature markets within which these centers are located. Environmental concerns and "no-growth" mentalities in communities continue to be serious impediments to new retail developments.

To better understand where investors stand in today's marketplace, we surveyed active participants in the retail investment market. Based upon our survey, the following points summarize some of the more important "hot buttons" concerning investors:

Occupancy Costs – This "health ratio" measure is of fundamental concern today. The typical range for total occupancy cost-to-sales ratios falls between 10.0 and 15.0 percent. With operating expenses growing faster than sales in many malls, this issue has become even more important. As a general rule of thumb, malls with sales under \$250 per square foot generally support ratios of under 10 percent; \$250 to \$300 per square foot support 10.0 to 12.0 percent; \$300 to \$400 per square foot support 12.0 to 14.0 percent; over \$400 per square foot support 14.0 to 16.0 percent. Experience and research show that most tenants will resist total occupancy costs that exceed 15.0 to 18.0 percent of sales. However, ratios of upwards to 20.0 percent are sometimes achieved for certain higher margin tenants. This appears to be by far the most important issue to an investor today. Investors are looking for long term growth in cash flow and want to realize this growth through real rent increases. High occupancy costs limit the amount of upside through lease rollovers.

Market Dominance – The mall should truly be the dominant mall in the market, affording it a strong barrier to entry for new competition. Some respondents feel this is more important than the size of the trade area itself.

Strong Anchor Alignment – Having at least three department stores (four are ideal), two of which are dominant in that market. The importance of the traditional department store as an anchor tenant has returned to favor after several years of weak performance and confusion as to the direction of the industry. As a general rule, most institutional investors would not be attracted to a two-anchor mall, unless the two anchors are strong performers or include a better department store such as Nordstrom or Bloomingdale's, for example.

Entertainment – Entertainment has become a critical element at larger centers as it is designed to increase customer traffic and extend customer staying time. This loosely defined term covers a myriad of concepts available

ranging from mini-amusement parks, to multiplex theater and restaurant themes, to interactive virtual reality applications. The capacity of regional/super-regional centers to provide a balanced entertainment experience will serve to distinguish these properties from less distinctive formats such as power and smaller outlet centers.

Dense Marketplace – Several of the institutional investors favor markets of 300,000 to 500,000 people or greater within a 5 to 7 mile radius. Population growth in the trade area is also very important. One advisor likes to see growth 50.0 percent better than the U.S. average. Another investor cited that they will look at trade areas of 200,000+ but that if there is no population growth forecasted in the market, a 50+ basis point adjustment to the cap rate at the minimum is warranted.

Income Levels – Household incomes of \$60,000+ which tends to be limited in many cases to top 50 CBSA locations. Real growth with spreads of 200 to 300 basis points over inflation are ideal.

Good Access - Interstate access with good visibility and a location within or proximate to the growth path of the community.

Tenant Mix – A complementary tenant mix is important. Mall shop ratios of 35+ percent of total GLA are considered average with 75.0 to 80.0 percent allocated to national tenants. Mall shop sales of at least \$350 per square foot with a demonstrated positive trend in sales is also considered to be important.

Physical Condition – Malls that have good sight lines, an updated interior appearance and a physical plant in good shape are looked upon more favorably. While several developers are interested in turn-around situations, the risk associated with large capital infusions can add at least 200 to 300 basis points onto a cap rate.

Environmental Issues – The impact of environmental problems cannot be overstated. There are several investors who won't even look at a deal if there are any potential environmental issues no matter how seemingly insignificant.

Operating Covenants – Some buyers indicated that they would not be interested in buying a mall if the anchor store operating covenants were to expire over the initial holding period. Others weigh each situation on its own merit. If it is a dominant center with little likelihood of someone coming into the market with a new mall, they are not as concerned about the prospects of losing a department store. If there is a chance of losing an anchor, the cost of keeping them must be weighed against the benefit. In many of their malls they are finding that traditional department stores are not always the optimum tenant but that a category killer or other big box use would be a more logical choice.

Regional Mall Property Sales

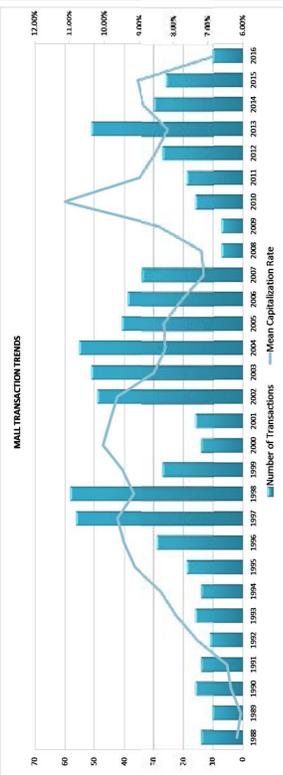
The elements summarized above are all considered important from an investor's perspective. Department stores have also been, and continue to be, the critical element on the feasibility and long-term visibility of a regional mall. Evidence has shown that mall property sales that include anchor stores have lowered the square foot unit prices for some comparables, and have affected investor perceptions. In our discussions with major shopping center owners and investors, we learned that capitalization rates and underwriting criteria have become more sensitive to the contemporary issues affecting department store anchors. Traditionally, department stores have been an integral component of a successful shopping center and, therefore, of similar investment quality if they were performing satisfactorily.

Consolidation and increased competition from discount department stores such as Wal-Mart and Target has resulted in dramatic changes in this industry as many of the traditional department store operators have merged with other, stronger operators or have closed their doors forever. We currently see a much more defined bifurcation in the market between discount, mid-market and upscale department stores as they search to establish a branded identity in the eyes of today's sophisticated consumer.

With all this in mind, investors are looking more closely at the strength of the anchors when evaluating an acquisition. Most of our survey respondents were of the opinion that they were indifferent to acquiring a center that included the anchors versus stores that were independently owned if they were good performers. However, where an acquisition includes anchor stores, the resulting cash flow is typically segregated with the income attributed to anchors (base plus percentage rent) analyzed at a higher cap rate than that produced by the mall shops.

Cushman & Wakefield has extensively tracked regional mall transaction activity since 1991. We summarized the most recent transactions on the following pages. Historical sales for several prior years are retained in our files and are available upon request. These sales are inclusive of good quality Class A or B properties that are dominant in their market. Also included are weaker properties in second tier cities that have a narrower investment appeal, such as the subject. As such, the most recent mall sales presented in this analysis show a wide variety of prices on a per unit basis.

One obvious explanation for the wide unit variation is the inclusion (or exclusion) of anchor store square footage which has the tendency to distort unit prices for some comparables. Other sales include only mall shop area where small space tenants have higher rents and higher retail sales per square foot. A shopping center sale without anchors, therefore, gains all the benefits of anchor/small space synergy without the purchase of the anchor square footage. This drives up unit prices to over \$500 per square foot of salable area.



While these unit prices implicitly contain both the physical and economic factors affecting the real estate, the statistics do not explicitly convey many of the details surrounding a specific property. Thus, this single index to the valuation of the subject property has limited direct application. The price per square foot of mall shop GLA acquired yields one common form of comparison. However, this can be distorted if anchor and/or other major tenants generate a significant amount of income. The following chart shows this relationship along with other selected indices.

SELECTED AVERAGE TRANSACTION INDICES						
Year	Number of Transactions	Price Per Square Foot of GLA Sold (Range)	Mean Price Per Square Foot	Price Per Square Foot of Mall Shop GLA (Range)	Mean Price Per Square Foot of Mall Shop GLA	Mean Cap Rate
1991	14	\$156 - \$556	\$282	\$203 - \$556	\$357	1.17 6.44%
1992	11	\$136 - \$511	\$259	\$226 - \$511	\$320	1.07 7.31%
1993	16	\$73 - \$471	\$242	\$173 - \$647	\$363	1.15 7.92%
1994	14	\$83 - \$387	\$197	\$129 - \$502	\$288	0.96 8.37%
1995	19	\$53 - \$686	\$193	\$93 - \$686	\$284	0.96 9.13%
1996	29	\$44 - \$534	\$187	\$119 - \$534	\$243	0.85 9.44%
1997	56	\$21 - \$594	\$140	\$36 - \$770	\$247	0.83 9.63%
1998	58	\$27 - \$571	\$163	\$80 - \$1,021	\$266	0.89 9.16%
1999	27	\$31 - \$614	\$217	\$39 - \$571	\$322	0.82 9.49%
2000	14	\$25 - \$602	\$210	\$85 - \$1,021	\$289	0.85 10.04%
2001	16	\$22 - \$1,046	\$248	\$65 - \$784	\$356	0.85 9.84%
2002	49	\$41 - \$688	\$230	\$52 - \$1,127	\$329	0.87 9.63%
2003	51	\$36 - \$1,228	\$252	\$81 - \$837	\$405	1.12 8.56%
2004	55	\$32 - \$1,427	\$249	\$63 - \$1,228	\$399	1.05 8.23%
2005	41	\$29 - \$797	\$199	\$29 - \$1,170	\$301	1.02 8.28%
2006	39	\$21 - \$656	\$175	\$70 - \$818	\$301	0.91 7.75%
2007	34	\$47 - \$828	\$216	\$74 - \$1,104	\$416	1.31 7.12%
2008	7	\$21 - \$941	\$249	\$39 - \$1,792	\$477	0.90 7.19%
2009	7	\$30 - \$1,586	\$454	\$56 - \$1,586	\$585	0.81 8.42%
2010	16	\$7 - \$1,078	\$184	\$26 - \$1,182	\$278	0.77 11.14%
2011	19	\$13 - \$1,050	\$326	\$24 - \$1,107	\$482	1.09 8.99%
2012	27	\$13 - \$1,033	\$388	\$26 - \$1,850	\$583	1.20 8.52%
2013	51	\$17 - \$1,387	\$329	\$17 - \$2,928	\$559	1.29 8.16%
2014	30	\$12 - \$3,594	\$394	\$30 - \$3,594	\$622	1.16 8.88%
2015	26	\$4 - \$2,150	\$480	\$11 - \$4,234	\$928	1.63 9.22%
2016	10	\$109 - \$1,458	\$624	\$203 - \$2,230	\$874	1.67 8.83%
Survey Low:		\$4 - \$387	\$140	\$11 - \$502	\$243	0.77 8.44%
Survey High:		\$156 - \$3,594	\$624	\$226 - \$4,234	\$928	1.67 11.14%
Mean:		\$42 - \$1,029	\$273	\$79 - \$1,323	\$418	1.05 8.60%

Source: Cushman & Wakefield Retail Industry Group

The chart above shows that up until 1998, a declining trend in price has generally been in evidence as cap rates have risen. Between 1999 and 2001, this trend continued, albeit at a more moderate pace. Beginning in mid-2002 the market for regional malls began to heat up. This trend accelerated in 2003 with the average capitalization rate decreasing over 100 basis points, and continued through 2007 decreasing an additional 144 basis points over the four year period. In 2008, the market for regional malls slowed considerably with only 7 transactions completed. While the limited number of transactions makes it difficult to draw conclusions, the average overall rate increased slightly to 7.19 percent. In 2009 the number of transactions increased to 13, as the financial crisis began to ease. However the average overall rate increased considerably, which is partially attributed to the quality of assets which sold. In 2010, there were 16 transfers of regional malls, indicating an average capitalization rate of 11.14 percent. Again the increase in capitalization rate is largely influenced by the quality of the centers transferring. In 2011, sales activity increased slightly to 19 transactions. However the average capitalization rate declined significantly to 8.99

percent as the quality of the assets improved and included several Class A assets. Transaction activity remained strong in 2012 with 27 sales at an average capitalization rate of 8.52 percent. This trend has continued in 2013 with 51 transaction at an average capitalization rate of 8.16 percent. We would note that transaction activity in 2013 includes several portfolio transfers. At year-end 2014, confirmed transactions totaled 30 with an average capitalization rate of 8.88 percent. The increased capitalization rate is not necessarily indicative of a softening market overall but rather a reflection of the strength of the individual assets that transferred during the year. Through 2015, twenty six transactions have been confirmed with an average capitalization rate of 9.22 percent, while significant capitalization rate compression is seen thus far in 2016, with an average rate of 6.83 percent in 10 transactions.

As discussed, one of the factors that may influence the unit rate is whether or not anchor stores are included in the total GLA that is transferred. Thus, a further refinement can be made between those malls that have transferred with anchor space, and those which have included only mall shop GLA. From the survey, the average price per square foot of mall shop GLA has performed within a broad range of \$92 to \$871 per square foot. This metric is influenced by both the quality of the assets that trade in a particular year as well as the extent of income that was contributed by non-shop GLA.

Analysis of Sales

We presented a summary of several transactions involving regional and super-regional-sized retail shopping malls from which price trends may be identified for the extraction of value parameters. These transactions have been segregated by year of acquisition so as to lend additional perspective on our analysis. Comparability in both physical and economic characteristics are the most important criteria for analyzing sales in relation to the subject property. However, it is also important to recognize the fact that regional shopping malls are distinct entities by virtue of age and design, visibility and accessibility, the market segmentation created by anchor stores and tenant mix, the size and purchasing power of the particular trade area, and competency of management. Thus, the Sales Comparison Approach, when applied to a property such as the subject can, at best, only outline the parameters in which the typical investor operates. The sales deemed most comparable to the subject property are presented in the following table.

No.	Address	Property Type	PROPERTY INFORMATION				TRANSACTION INFORMATION				Sale Price	Sale Date	Cap Rate	Days on Market	
			Total Area	Leasable Area	Anchor Area	Shop Area	Transaction Type	Income	Cap Rate	Days on Market					
1	10000 N. 10th St., Suite 1000, Overland Park, MO	Regional	1,100,000	1,100,000	1,100,000	0	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	8.52%	27	10/12/12	10/12/12
2	10000 N. 10th St., Suite 1000, Overland Park, MO	Regional	1,100,000	1,100,000	1,100,000	0	1,100,000	1,100,000	1,100,000	1,100,000	8.16%	51	12/12/13	12/12/13	
3	10000 N. 10th St., Suite 1000, Overland Park, MO	Regional	1,100,000	1,100,000	1,100,000	0	1,100,000	1,100,000	1,100,000	1,100,000	8.88%	30	12/14/14	12/14/14	
4	10000 N. 10th St., Suite 1000, Overland Park, MO	Regional	1,100,000	1,100,000	1,100,000	0	1,100,000	1,100,000	1,100,000	1,100,000	9.22%	26	02/16/15	02/16/15	
5	10000 N. 10th St., Suite 1000, Overland Park, MO	Regional	1,100,000	1,100,000	1,100,000	0	1,100,000	1,100,000	1,100,000	1,100,000	6.83%	10	01/16/16	01/16/16	

No.	Date	Price PSF	PROPERTY CHARACTERISTIC ADJUSTMENTS (ADITIVE)				Subtotal	Location	Size	Age/Quality	Anchor	Economics	Other	Overall
			Property Condition	Franchising	Leasing	Financing								
1	10/12/12	\$808.93	0.0%	0.0%	0.0%	0.0%	Similar	Similar	Similar	Similar	Similar	Similar	\$821.77	
2	12/12/13	\$794.81	0.0%	0.0%	0.0%	0.0%	Similar	Similar	Similar	Similar	Similar	Similar	\$812.41	
3	12/14/14	\$892.24	0.0%	0.0%	0.0%	0.0%	Similar	Similar	Similar	Similar	Similar	Similar	\$892.24	
4	02/16/15	\$471.68	0.0%	0.0%	0.0%	0.0%	Similar	Similar	Similar	Similar	Similar	Similar	\$471.68	
5	01/16/16	\$207.56	0.0%	0.0%	0.0%	0.0%	Similar	Similar	Similar	Similar	Similar	Similar	\$207.56	
<p>Low - \$207.56 High - \$892.24</p> <p>Average - \$592.08</p>														

Compared to Subject at \$808.93
 Low - \$207.56 High - \$892.24
 Average - \$592.08

Percentage Adjustment Method

Adjustment Process

The sales we used were the best available comparables to the subject property. The major points of comparison for this type of analysis include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

The first adjustment made to the market data takes into account differences between the subject property and the comparable property sales with regard to the legal interest transferred. Advantageous financing terms or atypical conditions of sale are then adjusted to reflect a normal market transaction. Next, changes in market conditions are accounted for, creating a time adjusted price. Lastly, adjustments for location, physical traits and the economic characteristics of the market data are made in order to generate the final adjusted unit rate for the subject property.

We made a downward adjustment to those comparables considered superior to the subject and an upward adjustment to those comparables considered inferior. Where expenditures upon sale exist, we included them in the sales price.

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the price that is paid. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between October 2015 and February 2016. As the market has improved over this time period, we applied an annual adjustment of 3.00 percent.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments are required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. However, all sales used in this analysis are considered to be "arm's-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments are required.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The location of the subject property is rated good, and it has excellent access and good visibility. Each comparable is adjusted accordingly.

Physical Traits

Each property has various physical traits that determine its appeal. These traits include size, age, condition, quality, parking ratio and utility. Each comparable is adjusted accordingly.

Economic Characteristics

The economic characteristics of a property include its occupancy levels, operating expense ratios, tenant quality, and other items not covered under prior adjustments that would have an economic impact on the transaction. The subject property's Net Operating Income (\$22.14 per square foot) is lower than most of the comparable sales. Since the income produced by an asset is the main motivation of an investor, each of the comparable is adjusted accordingly.

Other

This category accounts for any other adjustments not previously discussed. Based on our analysis of these sales, none require any additional adjustment.

Discussion of Comparable Sales

Comparable Sale No. 1

This is a February 2016 sale of a property known as Quaker Bridge Mall, located at 150 Quaker Bridge Mall Road in Lawrenceville, NJ. This super regional center/mall is anchored by J.C. Penney, Lord & Taylor, Macy's, and Sears and situated on a site totaling 59.47 acres. Its total gross leasable area (GLA) is 1,083,428 square feet, and 356,062 square feet are included in this transaction. Anchor tenants occupy 63.4 percent of the total GLA. This property was constructed in 1976, last renovated in 2014, with the improvements of good quality and excellent condition. The property has a land-to-building ratio of 2.39:1.00 and a parking ratio of 5.17 spaces per 1,000 square feet of building area. This transaction involves the sale of a 50% interest. Quaker Bridge Mall is a two-level center with frontage along U.S. Route 1, midway between Princeton and Trenton. The center was owned in a partnership with RREEF and Simon Property Group. RREEF's 50% interest was marketed by Eastdil (the targeted marketing was launched in September 2015, with final offers received from 3 bidders, with TIAA-CREF offering a gross price of \$337.5 million. Simon exercised a ROFR on 2/11/16 and flipped it on the same day to IMI (on behalf of CALPERS) at a gross price of \$345 million). Development approvals were in-place at the time of the sale for an additional 600,000 square feet of GLA, including two department stores. While it is understood that these approvals expired in 2015, ownership was in negotiations to extend them. Two fashion anchors that had been interested have since passed on the project. In-line store sales were \$530 per square foot excluding Apple in November 2015. Anchors perform near their respective chain averages, except Sears, which is at 50% of its chain average. A \$65.6 million renovation was recently completed, which included new vertical transportation and a 600-seat food court on the second level. The center was also substantially retenant. Cheesecake Factory was added in 2013 and Brio in 2014. Property taxes were reduced from approximately \$4.3 million to approximately \$3.5 million annually due to a successful tax appeal. The partial interest in this property sold from Simon Property Group to IMI for \$345,000,000, or \$968.93 per square foot of sold GLA. The overall rate at the time of sale was 4.43 percent and the occupancy was 97.00 percent.

After all adjustments, this comparable indicates a value of \$521.77 per square foot.

Comparable Sale No. 2

In this January 2016 sale, the partial interest of comparable 2, known as Flatiron Crossing, located at One West Flatiron Crossing Drive in Broomfield, CO, was sold from Macerich to Heitman for \$678,000,000, or \$764.81 per square foot of sold GLA. The GLA included in this transaction was 886,495 square feet. This super regional center/mall is anchored by Nordstrom, Macy's, Dillard's, and Container Store and contains a total GLA of 1,432,995 square feet, with anchor tenants occupying 45.9 percent. At the time of sale the property was 93.00 percent occupied. The property encompasses 142.68 acres with a land-to-building ratio of 4.34:1.00 and a parking ratio of 2.98 spaces per 1,000 square feet of building area. It was constructed in 2000 and last renovated in 2009, the improvements on this property are excellent in quality, and in good condition. Heitman purchased a 49% interest in 3 centers (Flatiron, Deftford and Twenty Ninth Street). The agreement was reached in October 2015 and the transaction closed in January 2016. In-line sales and occupancy were made public by Macerich as of the contract date. The center includes a regional shopping center and the Village at Flatiron Crossing (with AMC and restaurants such as PF Changs, Gordon Biersch and Red Robin). Other GLA includes the major tenants (AMC-54,500 sf, Dick's-97,241 sf and XXI Forever-55,014 sf). The overall rate at the time of sale was 4.60 percent.

After all adjustments, this comparable indicates a value of \$412.61 per square foot.

Comparable Sale No. 3

This super regional center/mall is known as Twenty Ninth Street and located at 1710 29th Street in Boulder, CO. At the time of sale this center was anchored by Macy's, Home Depot, Trader Joe's, Nordstrom Rack, Century Theatres, and Other Majors and it was 98.00 percent occupied. The total GLA of the center is 860,244 square feet and 478,128 square feet were included in this sale. Anchor tenants occupy 51.5 percent of this center's foot GLA. The center's site contains 57.38 acres with a land-to-building ratio of 2.91:1.00 and a parking ratio of 4.26 spaces per 1,000 square feet of building area. The center was constructed in 2006, and the improvements are considered to be of excellent quality and excellent condition. This transaction involves a 49.0% partial interest sale in a dominant regional lifestyle center. The property features 134,110 square feet of second-level office space (100% leased at sale). Macy's is not owned. Home Depot, Trader Joe's and Century Theatres are on ground lease terms. A portion of the property (34,957 acres) is under long-term ground lease expiring in 2060 (44 years), with rent reset to market every 10 years. In-line shop sales average \$592 per square foot (\$450 without Apple), with average rents around \$34.00 per square foot and occupancy costs in a range of 13.0%. The property's 4-mile trade area radius includes 111,419 residents and 47,172 households, with average household income of \$93,046. The partial interest in this property sold from The Macerich Company to Heitman for \$349,000,000, or \$729.93 per square foot of sold GLA in January 2016. The overall rate at the time of sale was 4.94 percent.

After all adjustments, this comparable indicates a value of \$315.04 per square foot.

Comparable Sale No. 4

This super regional center/mall is known as South Plains Mall and located at 5702 & 6002 Slide Road in Lubbock, TX. It is anchored by Beall's, J.C. Penney, Dillard's, Dillard's Men, Barnes & Noble, and Sears. The partial interest in 984,120 square feet of this property sold in November 2015 from Macerich South Plains, LP to Macerich/GIC JV for \$387,000,000, or \$393.24 per square foot of sold GLA. Situated on a 75.41 acre site, this center contains a total GLA of 1,127,820 square feet, of which anchor tenants occupy 61.4 percent. The occupancy rate at the time of sale was 94.00 percent. This center was constructed in 1972, last renovated in 2015, and its improvements are of average quality and sold in average condition. The property has a land-to-building ratio of 2.91:1.00 and a parking ratio of 5.97 spaces per 1,000 square feet of building area. This is the sale of the South Plains Mall, a 1970s vintage, one and two-story, enclosed shopping center located at the intersection of Loop 289 and Slide Road in the southwestern portion of Lubbock Texas. The center serves a 26-county trade area and is the only mall within 100 miles of the city of Lubbock. The property was sold as part of a joint venture between Macerich and GIC Real Estate

Inc. As part of the transaction, GIC acquired a 40.0 percent interest in South Plains Mall and three other regional centers, and the price reported (\$387 million) represents the allocation to this mall. At the time sale the property was undergoing a \$24 million renovation including new entrances and common area upgrades. At the time of sale the property was 94.0 percent leased. The anchor tenants include J.C. Penney (218,518 SF), Dillard's (256,704 SF) and Sears (143,700 SF). The property was purchased based on an overall going-in capitalization rate of 5.35 percent. The overall rate at the time of sale was 5.35 percent.

After all adjustments, this comparable indicates a value of \$362.67 per square foot.

Comparable Sale No. 5

In December 2015 the leased fee interest in comparable 5, known as Westfield MainPlace, sold from Westfield America to Centennial Real Estate et al for \$353,900,000, or \$478.48 per square foot of sold GLA. This transaction included GLA of 742,732 square feet. The overall rate at the time of sale was 6.11 percent. Located at 2800 N. Main Street in Santa Ana, CA, this super regional center/mall is situated on a site measuring 49.34 acres and contains a total GLA of 1,118,232 square feet. Anchors such as J.C. Penney, Nordstrom-GL, and Macys occupy 46.6 percent of the total GLA. The center was constructed in 1958, and last renovated in 2015, and its improvements are of excellent quality and excellent condition. The property's land-to-building ratio is 1.92:1.00 and its parking ratio is 4.50 spaces per 1,000 square feet of building area. This center was extensively redeveloped in 1987 and 2006. The most recent redevelopment (\$50 million) included the conversion of the former Macy's Men's store into retail space, including Ashley Furniture (33,609 SF), 24-Hour Fitness (42,205 SF), Round 1 (38,618 SF), and numerous restaurants. The implied OAR was based on income in place in 2015, as of the date of sale (buyer reported a return of 7.2%). In-line occupancy of 94.7 percent was as of 9/1/15. The asset was purchased as part of a 5 center acquisition, which included CT Post, Fox Valley, Hawthorn and Vancouver, with a total price of \$1.1 billion (79% JV interest). The buyer was a partnership comprised of Centennial, Montgomery Street Partners and USAA Real Estate. Westfield retained a 21% non-managing common equity interest. In addition, the buyer reportedly assumed \$140 million in debt. The financing broker confirmed that the allocations, while being partly tax driven, were also representative of market value. At the time of sale this center was 95.00 percent occupied.

After all adjustments, this comparable indicates a value of \$309.33 per square foot.

Comparable Sale No. 6

This super regional center/mall is known as Lakewood Center and located at 500 Lakewood Mall in Lakewood, CA. Its total GLA is 2,074,746. Forever 21, J.C. Penney, Macy's, Target, Pacific Cinemas, and Majors & Strip anchor this center and occupy 57.1 percent of its total GLA. This property has a land area of 145.59 acres, a land-to-building ratio of 3.06:1.00 and a parking ratio of 4.01 spaces per 1,000 square feet of building area. In October 2015, The Macerich Company sold the leased fee interest for 1,367,305 square feet of GLA to GIC Real Estate for \$735,000,000, or \$537.55 per square foot of sold GLA. The overall rate at the time of sale was 5.00 percent. The center was 96.00 percent occupied. Comparable 6 was constructed in 1951 and last renovated in 2012, exhibiting good quality and good condition. This is the sale of the Lakewood Center, which consists of a single-level, super-regional shopping center, along with periphery shops and free-standing retailers, located in central Los Angeles. The center is approximately 20.0 miles east of LAX. It was sold as part of a joint venture between Macerich and GIC. As part of the agreement, GIC acquired a 40.0 percent interest in Lakewood and three other regional centers. The indicated price shown is an allocation from the total consideration for the portfolio. Other big box retailers at the center include: Costco, Home Depot, Nordstrom Rack, Albertson's, Bed Bath & Beyond, and Best Buy. The property was purchased on an overall capitalization rate of 5.00 percent.

After all adjustments, this comparable indicates a value of \$496.67 per square foot.

Summary of Percentage Adjustment Method

We used the Sales Comparison Approach to estimate the Prospective Market Value Upon Stabilization of the subject property. From that value, we made certain adjustments to derive the As-Is Market Value. A detailed discussion of the adjustments is described below.

Prior to adjustments the comparable improved sales reflect unit prices ranging from \$393.24 to \$968.93 per square foot with an average pre adjusted price of \$645.16 per square foot.

After adjustments, the comparable improved sales reflect unit prices ranging from \$309.33 to \$521.77 per square foot with an average adjusted price of \$403.02 per square foot.

Therefore, we concluded that the indicated value by the Percentage Adjustment Method was:

PERCENT ADJUSTMENT METHOD SUMMARY	
Prospective Market Value Upon Stabilization	
Indicated Value per Square Foot GLA	\$430.00
Owed GLA in Square Feet	x 1,237,052
Indicated Value	\$531,932,360
LESS Deferred Maintenance	\$0
Adjusted Value	\$531,932,360
Rounded to nearest \$100,000	\$531,900,000
Per square foot	\$429.97
Compiled by Cushman & Wakefield, Inc.	

Adjustments to Preliminary Value

Present Value Calculation

We previously determined the Prospective Value Upon Stabilization, which is projected to occur on August 1, 2018. From that prospective value, we can also determine the present value through an analysis of the interim cash flows that are anticipated between today and the future date of stabilization. A detailed calculation of the present value adjustment is presented below:

PRESENT VALUE CALCULATION				
Prospective Value (indicated by the Sales Approach)	\$531,932,360			
Absorption Period (years)	2.00			
Discount Rate	7.00%			
	Number of Periods	Cash Flow Amount	Discount Factor	Discounted Value
Year 1 Cash Flow	1	\$ 20,160,816	0.93458	\$18,841,384
Year 2 Cash Flow	2	\$ 23,856,406	0.87344	\$20,838,856
				\$39,680,240
Market Value As Is				
Present value of estimated Prospective Market Value At Stabilization discounted @ 7% over a 2-year holding period.				
Plus: The present value of interim cash flows, including all costs, over the 2-year holding period discounted monthly @ 7% discount rate.				
				\$39,680,240
Total				\$504,291,064
Rounded to nearest \$100,000				\$504,300,000
Compiled by Cushman & Wakefield, Inc.				

Market Value Conclusion

We considered all of the above relative to the physical and economic characteristics of the subject. It is difficult to relate the subject to comparables that are in such widely divergent markets with different cash flow characteristics. The parameters show a value range of approximately \$393.24 to \$968.93 million for the subject property. Considering the characteristics of the subject relative to the analysis, we believe that a unit rate toward the upper end of the range, say, \$504,300,000 (\$407.66 per square foot of owned GLA) is appropriate for the subject property.

Income Capitalization Approach

Methodology

The Income Capitalization Approach determines the value of a property based on the anticipated economic benefits. The principle of "anticipation" is essential to this approach, which recognizes the relationship between an asset's potential future income and its value. To value the anticipated economic benefits of a property, potential income and expenses must be projected, and the most appropriate capitalization method must be selected.

The most common methods of converting net income into value are Direct Capitalization and Yield Capitalization. In direct capitalization, net operating income is divided by an overall capitalization rate to indicate an opinion of market value. In the yield capitalization method, anticipated future cash flows and a reversionary value are discounted to an opinion of net present value at a chosen yield rate (internal rate of return).

Investors acquiring this type of asset will typically look at year one returns but must also consider long-term strategies. Hence, depending on certain factors, each of the income approach methods has merit. We used both Yield and Direct capitalization, and each method is well-supported by ample, recent market data. As a result, we placed roughly equal reliance on each of the techniques, and feel that a prospective purchaser would follow this approach.

Potential Gross Income

Potential gross income is generated by a number of distinct elements:

- Minimum rent determined by the lease agreement
- Reimbursement of certain expenses incurred in the ownership and operation of the real estate
- Other miscellaneous revenues

Minimum base rent is a legal contract between landlord and tenant establishing a return to investors in the real estate. The lease terms also dictate specific expense reimbursement charges that can be billed to the tenant. Finally, miscellaneous income can be generated from a variety of sources. The first step in this approach is to analyze all potential gross income, starting with an analysis of the subject's tenancy.

Minimum Rental Income

Minimum rent produced by the subject property is derived from that paid by the various tenant types. The projection utilized in this analysis is based upon the actual rent roll and our projected leasing schedule in-place as of the date of appraisal, together with our assumptions as to the absorption of the vacant space, market rent growth, and renewal/turnover probability. We incorporated all executed leases in our analysis. These transactions represent a reasonable and prudent assumption from an investor's standpoint.

The rental income that an asset such as the subject property will generate for an investor is analyzed as to its quality, quantity, and durability. The quality and probable duration of income will affect the amount of risk that an informed investor may expect over the property's useful life. Segregation of the income stream along these lines allows us to control the variables related to the center's forecasted performance with greater accuracy. Each tenant type lends itself to a specific weighting of these variables as the risk associated with each varies.

Minimum rents forecasted at the subject property are essentially derived from various tenant categories, namely specialty tenant revenues consisting of all in-line shops and anchor/major tenant revenues. In our investigation and analysis of the marketplace, we surveyed, and ascertained where possible, rent levels being commanded by competing centers. However, it should be recognized that large retail shopping centers are generally considered to be separate entities by virtue of age and design, accessibility, visibility, tenant mix, and the size and purchasing

power of its trade area. Consequently, the best measure of minimum rental income is its actual rent roll leasing schedule. As such, our analysis of recently negotiated leases for tenants at the subject provides important insight into perceived market rent levels for the property. Inasmuch as a tenant's ability to pay rent is based upon expected sales achievement, the level of negotiated rents is directly related to the individual tenant's perception of their expected performance at the center.

Market Rent Estimate

Our analysis of market rent levels for tenants at the subject property has resolved itself to a variety of influencing factors. Although it is typical that larger tenant spaces are leased at lower per square foot rates, the type of tenant as well as the variable of location within the property can often distort this size/rate relationship. Please note that our analysis of subject property rents is performed along various tenant lines, with segregation based upon "specialty" tenants and "anchor/major" tenants.

In order to forecast market rent levels at the subject, current rent levels attained at the property must first be analyzed. Second, a review of recent leasing can provide an indication of the property's position in the market as it exists today. Finally, an occupancy cost analysis will provide a test of reasonableness to our projections.

In-Line Shops

Leases In-Place

The subject property contains a total of 459,657 square feet of in-line space, of which 375,579 square feet of space or 81.71 percent of the space is occupied by 105 tenants.

SPACE SUMMARY & OCCUPANCY STATUS							
Tenant Category	SPACE SUMMARY				TENANT COUNT		
	Occ. SF	Vct. SF	Total SF	Occupancy	Occupied	Vacant	Total
Up to 1,200 SF	10,676	4,986	15,662	68.2%	12	9	21
1,201-2,500 SF	56,683	12,209	68,892	82.3%	33	6	39
2,501 - 5,000 SF	100,500	17,415	117,915	85.2%	27	5	32
5,001 - 10,000 SF	152,893	28,203	181,096	84.4%	23	4	27
10,001 - 15,000 SF	44,990	21,265	66,255	67.9%	4	2	6
Jewelry	9,847	-	9,847	100.0%	6	0	6
Total	375,579	84,078	459,657	81.7%	105	26	131

Compiled by Cushman & Wakefield, Inc.

Analysis of the subject's current leasing schedule will provide the basis for our analysis of market rental rates at the property. This information is then compared to the market, as well as recent leasing activity in order to make reasonable assumptions as to market rent levels. As noted, there are a variety of influencing factors for rental rates, including the size of suite, build-out, location, tenant merchandising strategy, and sales projections. In order to forecast rent levels at the subject, current rent levels attained at the property must first be analyzed. The following table presents an analysis of minimum rent levels achieved within the subject property for all in-line shop space.

ANNUALIZED RENT - OCCUPIED SPACE				
Tenant Category	Occ. SF	No. Spaces	Total Rent	Avg. \$/SF
Up to 1,200 SF	10,676	12	\$878,700	\$82.31
1,201-2,500 SF	56,683	33	\$3,459,516	\$61.03
2,501 - 5,000 SF	100,500	27	\$4,075,956	\$40.56
5,001 - 10,000 SF	152,893	23	\$5,697,552	\$37.27
10,001 - 15,000 SF	44,990	4	\$2,166,624	\$48.16
Jewelry	9,847	6	\$989,748	\$100.51
Total	375,579	105	\$17,268,096	\$45.98

Compiled by Cushman & Wakefield, Inc.

From the above chart, we would expect to see a general pattern of an inverse relationship between suite size and rent. That is, as the suite size increases, the average unit base rent achieved declines. Overall, for 375,579 square feet of in-line shop tenants surveyed, the average attained base rent for the mall is shown to be \$45.98 per square foot as of the date of this analysis.

The objective here is to demonstrate a reasonably quantifiable pattern between suite size and rent. As such, a declining rental rate trend relative to suite size is generally in evidence.

Recent Leasing Activity

To better understand in-line rent levels at the property, we broke down the analysis into recent leasing activity to calculate current rental rates. The following chart presents a summary overview of recent in-line shop leasing for the subject property based upon actual, executed leases, as well as several pending leases within the property.

RECENT LEASING AT SUBJECT PROPERTY (BY CATEGORY)

Table with columns: Tenant Name, Suite Number, Rent Date, Exp. Term (Yrs), Area (SF), Initial Rent/Rent/SF, Final Rent/Rent/SF, Rent Change over Term, Lease Type, TYSF. Rows include categories like Up to 1,200 SF, 1,201-2,500 SF, 2,501-5,000 SF, 5,001-10,000 SF, and Grand Totals.

From the chart, we again see a generally inverse relationship between suite size and rent per square foot. For the 23 leases presented, the overall average rental rate is \$39.72. Again, the highest rents have been obtained from the smaller spaces and the lowest rents are generally seen by larger tenants.

On balance, these transactions implicitly support the assumption that, typically, there is an inverse correlation between unit rates and the amount of space being leased. We recognize that, in practice, there are unit rate gradations with tenant categories based on such attributes as location within the center/building, unit frontage and depth, tenant type and credit worthiness, concessions/tenant allowances, etc. However, as the tenant mix and configuration may not be fixed over time, it is more appropriate to estimate what the average base rent level paid at the property would be for the different tenant categories.

Lease Term and Steps
Most of the new leases at the subject are written for several years with annual increases of 2.0 to 3.0 percent. The average lease term for recent leases about 6.52 years, with an average overall rent increase of approximately 13.57 percent over the term. In our analysis we based market rent projections upon a 10-year lease term with a step of 2.5% annually.

Market Comparisons - Occupancy Cost Ratios

In further support of our forecast for market rent levels, we undertook a comparison of minimum rent-to-sales and total occupancy costs-to-sales ratios. Generally, our research and experience with other regional malls shows that the ratio of minimum rent-to-sales falls within the 7.0 to 10.0 percent range in the initial year of the lease, with 7.5 percent to 8.5 percent being most typical. By adding additional costs to the tenant, such as real estate tax and common area maintenance recoveries, a total occupancy cost may be derived. Expense recoveries and other tenant charges can add up to 100.0 percent of minimum rent and comprise the balance of total tenant costs.

In higher-end markets where tenants are able to generate sales above industry averages, tenants can generally pay rents that fall toward the upper-end of the ratio range. Moreover, if tenants perceive that their sales will be increasing at real rates that are in excess of inflation, they will typically be more inclined to pay higher initial base rents. Obviously, the opposite would be true for poorer performing centers, in that tenants would be squeezed by the thin margins related to below average sales. With fixed expenses accounting for a significant portion of the tenants' contractual obligation, there would be little room left for base rent.

In this context, we provided an occupancy cost analysis for a number of regional malls with which we had direct insight over the past several years. This information is provided on the following chart. On average, these ratio comparisons provide a realistic check against projected market rental rate assumptions.

MALL SHOP OCCUPANCY COST ANALYSIS / COMPARISON. Table with columns: Classification, Center, Mall Shop GLA, Avg Rent, Expenses, Avg Sales, Rent/Sales, Total Cost. Rows include Centers with Sales Over \$300/SF, Centers with Sales of \$300-\$399/SF, Centers with Sales of \$200-\$299/SF, Centers with Sales Below \$200/SF, Overall Survey High, Overall Survey Median, Overall Survey Average.

From this analysis we see that the ratio of base rent-to-sales ranges from approximately 4.70 to 15.32 percent, while the total occupancy cost ratios vary from 7.48 to 23.58 percent when all recoverable expenses are included. The surveyed average for the malls analyzed is 7.99 percent and 13.01 percent, respectively. Some of the higher ratios are found in older malls situated in urban areas that have higher operating structures due to less efficient layout and designs, older physical plants, and higher security costs.

We also looked to the portfolio performance of several publicly traded companies to ascertain further support for rent-to-sales ratios and total occupancy cost ratios. The following chart presents a summary of these findings:

PORTFOLIO OCCUPANCY ANALYSIS - YEAR END 2016

Table with columns: Company/REIT, No. of Mall Properties, Total Mall GLA (1000), Average Occupancy, Average Rent/SF, Comparable Mall shop Sales/SF, Rent-Sales Ratio, Occupancy Cost Ratios. Rows include General Growth Properties, Simon Property Group, Macerich Company, etc.

Footnotes:
1) Rate of Rent and reimbursement to sales for in-line mall tenants. Does not include coverage rent.
*Includes all Retail Properties
Source: Annual 10K Filings and various analyst reports.

The regional mall REITs outlined above show rent to sales ratios averaging 5.9 to 12.4 percent portfolio-wide, with an overall average of 9.6 percent. Occupancy cost averages range from 11.0 to 14.5 percent, averaging 13.1 percent overall. In general, while the rental ranges and ratio of base rent-to-sales vary substantially from mall to mall and tenant to tenant, they do provide general support for the rental ranges and ratios that are projected for the subject property.

Conclusion - Market Rent Estimate for In-Line Shops
Our conclusion for market rental rates at the subject property focuses on four primary factors: 1) existing rents; 2) recent leasing; 3) market rental rates; and 4) projected tenant sales levels and occupancy costs. Previously, in the Retail Market Analysis section of the appraisal, we discussed the subject's sales potential. Comparable mall shop sales were shown to be \$581.86 per square foot for the rolling 12 months ended April, 2016. This figure is inclusive of mall shop tenants including the food court. Since we are treating food court tenants separately in our analysis we excluded them from the totals to calculate comparable store sales for just the in-line space. We also excluded The Apple Store, which results in comparable in-line sales of \$457.09 per square foot as calculated below.

COMPARABLE SALES - In-Line Stores. Table with columns: Category, Rolling Twelve Months As of December 2013, Rolling Twelve Months As of December 2014, Rolling Twelve Months As of December 2015, Rolling Twelve Months As of April 2016. Rows include Total, Total Compensate Sales, Less Apple, Less Food Court, In-Line Compensate Sales.

Since tenant recoveries are forecasted to be near the low end of the range for a property of the subject's caliber, we believe that the subject's rent-to-sales ratio could support a range of 9.25 to 10.25 percent range. Further, based upon the property's projected sales levels, we do not believe that total occupancy costs should exceed 15.00 percent. We can test the subject's rent achievement potential relative to forecasted sales levels. This sensitivity is shown below.

RENT TO SALES CALCULATION

Table with columns: Average Sales/SF, Rent to Sales Ratio, Average Rent. Shows calculations: 457.09 x 9.25% = \$42.28, 457.09 x 9.50% = \$43.42, 457.09 x 9.75% = \$44.57, 457.09 x 10.00% = \$45.71, 457.09 x 10.25% = \$46.85.

From this rent-to-sales ratio analysis, we would be inclined to look toward an average market rental rate between \$42.50 and \$47.00 per square foot for the subject property. This range of rates is generally supportive of existing and recent rents for the property, and is well bracketed by comparable properties. With this in mind, we can again revisit the subject's "leases-in-place" and "recent leasing."

In the previous discussions, the overall attained rent for the subject was calculated to be \$45.98 per square foot based upon all leases in-place. Based upon recent leasing activity, the overall average is shown to be \$39.72 per square foot. Looking at a pure rent-to-sales ratio, it would appear that the subject could support an overall average rent between \$42.50 and \$47.00. Again, some sensitivity must also be given to the total occupancy cost (see occupancy cost analysis in following subsection).

Based upon the analysis, we developed an average rental rate for the subject property. The following charts presents a comparison of existing leases with recent leasing and our projected market rental rates for the property.

Rent Conclusion. Table with columns: Suite Size Category, Applicable SqFt, Pro-Rata Share, Leases In-Place, Recent Leasing, Mkt Rent Conclusion. Rows include Up to 1,200 SF, 1,201-2,500 SF, 2,501 - 5,000 SF, 5,001 - 10,000 SF, 10,001 - 15,000 SF, Jewelry, Total Average.

After considering all of the above, relative to the subject's position in the market, we developed a weighted average rental rate of approximately \$45.16 per square foot for the entire property based upon a relative weighting of tenant space by size and location/level within the mall. The average rent is a weighted average rent for all in-line mall tenants only.

In our analysis of the property, we utilized the contract rents negotiated for current tenants within the property. Upon expiration of these leases, the space is assumed to roll to our market rent conclusions.

Occupancy Cost - Test of Reasonableness
Our weighted average rent can next be tested against total occupancy costs in the mall based upon the standard recoveries for new mall tenants. A total built-up occupancy cost can be derived by taking the weighted average rent and adding projected occupancy costs for tenants in the mall. This total can then be tested against the average sales for mall tenants. We also tested it on the basis of the total weighted average rent for the entire mall, exclusive of the food court which is treated separately. Our total occupancy cost analyses can be found on the following chart.

OCCUPANCY COST ANALYSIS - Mail Shops	
Tenant Cost	Estimated \$/SqFt
Economic Base Rent	
Weighted Average Rent	\$45.16
Occupancy Costs	
Common Area Maintenance	\$10.00
Insurance	\$0.72
Real Estate Taxes	\$20.28
Total Tenant Costs	\$76.16
Projected Average Sales	\$457.09
Rent-to-Sales Ratio	9.88%
Cost of Occupancy Ratio	16.66%

Our concluded average market rent equates to a rent to sales ratio of 9.88 percent and a total occupancy cost of 16.66 percent of average mail shop sales, which is relatively high and would typically limit possible upside in rental rates.

Comparison of Contract Rents to Market

We previously outlined an attained rent schedule for all current tenants of the subject property. Adjustments were made to the subject leases to account for lease type equivalency, so all of the subject's rents could be analyzed on a like-kind basis. For comparison to the market, we will look at the lease type equivalent rates that were developed earlier in this report. It should be noted that attained rents are calculated without reference to tenant contributions over expense stops.

The following chart outlines our estimated market rent for each tenant space in the subject property and the attained equivalent rent exclusive of contributions of each lease. Comparing these figures allows us to identify whether the attained rent levels are at, above or below the market. The results of this comparison will have an impact on our selection of the investment rates used in evaluating this property.

Tenant Name	ATTAINED RENT LEVELS			MARKET RENT		COMPARISON	
	Contract Rent	Area (SF)	Equiv. Rent Per Year	Market Rent Rent/SF	Annualized	Contract Rent Versus Market Rent	
Up to 1,200 SF		10,676	\$878,700	\$82.31	\$90.00	\$960,840	8.55% below market
1,201-2,500 SF		56,683	\$3,459,516	\$61.03	\$60.00	\$3,400,980	1.72% above market
2,501 - 5,000 SF		100,500	\$4,075,956	\$40.56	\$39.00	\$3,919,500	3.99% above market
5,001 - 10,000 SF		152,883	\$5,697,552	\$37.27	\$37.00	\$5,656,671	0.72% above market
10,001 - 15,000 SF		44,990	\$2,166,624	\$48.16	\$45.00	\$2,024,550	7.02% above market
Jewelry		9,847	\$989,748	\$100.51	\$95.00	\$935,465	5.80% above market
GRAND-TOTALS		375,579	\$17,268,096	\$45.98	\$44.99	\$16,898,006	2.19% above market

Note: Attained rent equals current rent annualized for twelve months, and it excludes contractual rent increases
Compiled by Cushman & Wakefield, Inc.

As shown above, the subject property's average contract rent is currently 2.19 percent above market. When a property is acquired with leases that are at or close to market rent levels, the level of risk involved with the investment is generally low. However, the potential increase to the income stream in this scenario is typically limited, which tends to normalize the investment parameters of participants for these types of properties.

When a property has attained rent levels that are below market, the early returns are generally limited but there is greater potential for the income stream to increase as the below market leases rollover. There is less risk involved with tenants with below market leases, as they have a greater ability to pay the lower rent than they would market level rent. Buyers of properties with below market leases are often entering a lower risk investment with greater upside to their eventual income earning potential, resulting in overall rates that tend to be lower than normal.

Properties that are encumbered by leases with average rents that are significantly above market have increased risk in several key areas. When a property has an average rent that is above market, there is increased risk of default, slow payment or lack of payment by those tenants in that category. Also, at some point, the above market leases will expire, at which time the spaces will be re-leased at market levels. When this occurs, there is a decline in rental revenue for the property, which many times leads to a declining net income stream. When this is the case, investors will require a higher initial return to offset the declining income stream, and to guard against the heightened risk of tenant defaults.

Food Court Tenants

Furthering the analysis, we ascribed an individual unit market rate to food court tenants. The leasing plan provides for an 8,164 square foot food court with 11 tenant units. At the present time, all 11 units are leased. The following chart presents a summary of the subject's food court tenants:

RENT ROLL SCHEDULE							
As of Value Date:		Jul-16					
Tenant Name	Suite	Start Date	End Date	Area (SF)	Contract Rent/Year	Contract Rent/SF	Lease Type(1)
Food Court							
Arby's	FC09	Mar-09	Jan-18	638	\$74,064	\$116.09	Net
Boston Market	FC10	Mar-14	Mar-24	898	\$113,556	\$126.45	Net
Cajun Cafe	FC05	Oct-10	Aug-20	727	\$125,004	\$171.94	Net
Charleys Philly Steak	FC13	Nov-15	Oct-25	649	\$107,616	\$165.82	Net
Chickens Now	FC04	Nov-08	Oct-18	581	\$115,272	\$198.40	Net
China Express	FC12	Aug-07	Aug-27	649	\$156,000	\$240.37	Net
Kraze Burger	FC03	Oct-16	Dec-26	1,060	\$116,004	\$109.44	Net
Popeye's	FC11	Jun-12	Jun-22	649	\$97,680	\$150.51	Net
Sbarro's	FC06	Oct-07	Mar-19	805	\$310,256	\$385.54	Net
Subway	B212	Jul-12	Jun-22	967	\$105,000	\$108.58	Net
Taco Bell	FC14	Sep-11	Apr-18	541	\$115,476	\$213.45	Net
11 tenants subtotal				8,164	\$1,436,028	\$175.90	
GRAND-TOTALS	11 tenants in occupancy			8,164	\$1,436,028	\$175.90	

Note: Attained rent equals current rent annualized for twelve months, and it excludes contractual rent increases

Compiled by Cushman & Wakefield, Inc.

(1) Lease Types as defined by The Appraisal Institute

As shown, rents in the food court range from \$108.58 per square foot to \$385.54 per square foot. The overall average rent is calculated to be \$175.90 per square foot. The average sales for the food court area is calculated to be around \$1,195 per square foot, indicating a rent-to-sales ratio of about 14.72 percent is therefore calculated. We also isolated the most recently signed leases in the food court as presented in the following chart:

RECENT LEASING AT SUBJECT PROPERTY (BY CATEGORY)										
Tenant Name	Suite Number	Start Date	End Date	Term (Yrs)	Area (SF)	Initial Rent/SF	Final Rent/SF	Rent Change over Term	Lease Type	
Food Court										
Charley's Philly Steak	FC13	Nov-15	Oct-25	10	649	\$107,617	\$165.82	\$140,418	\$216.36	30.48% Net
Kraze Burger	FC03	Oct-16	Dec-26	10	1,060	\$116,000	\$108.45	\$155,004	\$147.07	34.99% Net
Sub-Total	2				1,709	\$223,617	\$130.85	\$295,418	\$173.38	32.81%
GRAND TOTALS	No. of Recent Leases	2	10	1,709	\$223,617	\$130.85	\$295,418	\$173.38	32.51%	

Compiled by Cushman & Wakefield, Inc.

In order to estimate a market rent for the food court area, we looked at a sampling of recent leasing activity in other mall food courts for which we have direct insight. The table on the Following Page illustrates the average rent attainment levels for food courts in various malls for which we documented information. In total we surveyed 120 centers and have presented our findings based on both size classifications and overall survey median and average.

The chart shows that the surveyed food courts average 7,466 square feet. The average attained rent is approximately \$95.35 while the average food court sales are \$799.70 per square foot. This results in an average

base rent-to-sales ratio of 12.12 percent. When all occupancy costs are included, the average occupancy cost ratio is 21.26 percent.

COMPARABLE FOOD COURT RENTS (AND SALES PRODUCTIVITY)										
Center Size	Mall Shop GLA	FC GLA	FC # Units	Avg FC Size/Unit	FC Rent	FC Sales	Rent/ Sales Ratio	FC OCC Cost	Total OCC Ratio	
Under 500,000 SF	162,890	4,963	6	1,109	\$ 50.90	\$ 516.67	10.87%	\$ 43.14	18.24%	
500,001 to 750,000 SF	206,532	5,180	6	818	\$ 68.77	\$ 557.58	13.07%	\$ 42.02	20.96%	
750,001 to 1,000,000 SF	272,131	6,828	8	841	\$ 69.64	\$ 629.97	11.47%	\$ 57.94	21.75%	
Over 1,000,000 SF	445,482	9,170	11	851	\$ 126.11	\$ 1,028.97	12.24%	\$ 91.57	21.65%	
Survey Median:	312,864	7,052	9	788	\$ 83.86	\$ 725.89	11.46%	\$ 85.51	19.13%	
Survey Average:	333,488	7,466	9	865	\$ 95.35	\$ 799.70	12.12%	\$ 70.40	21.26%	

Occupancy costs tend to be much higher for food court tenants compared to the other in-line shops. In addition to paying all mall charges, food court tenants are usually assessed an additional charge for operation and maintenance of the common seating area which typically contains 400 to 600 seats. These costs typically include housekeeping, supplies, and other expenses associated with operation of the food court. Based on our survey these costs can range from \$3.75 to \$285.26 per square foot with an overall average of \$70.40 per square foot.

A number of reimbursement structures are common, including a pro-rata pass-through of the expense, a flat amount per square foot, a multiple of tenant sales, or some combination of each. Probably the most common charge is based upon a rate equal to 3.0 percent of a tenant's sales.

After analysis of leasing in comparable food courts, as well as our analysis of occupancy costs, we ascribed an average rental rate of \$200.00 per square foot. This amount appears reasonable in light of the subject's market position, the leasing structure, and our experience with other regional malls. A summary of total occupancy costs for food court tenants at the subject is shown in the following table.

OCCUPANCY COST ANALYSIS - Food Court	
Tenant Cost	Estimated \$/SqFt
Economic Base Rent	
Weighted Average Rent	\$200.00
Occupancy Costs	
Common Area Maintenance	\$10.00
Insurance	\$0.72
Real Estate Taxes	\$20.28
Food Court	\$18.00
Total Tenant Costs	\$249.00
Projected Average Sales	\$1,194.58
Rent-to-Sales Ratio	16.74%
Cost of Occupancy Ratio	20.84%

Kiosk Tenants

The subject property also includes 7 permanent kiosks for a combined GLA of 1,536 square feet. At the present time all of them are leased at rents of \$84.68 to \$735.25 per square foot. The overall average rent is calculated to be \$385.91 per square foot.

RENT ROLL SCHEDULE

As Of Value Date:		Jul-16						
Tenant Name	Suite	Start Date	End Date	Area (SF)	Contract Rent/Year	Contract Rent/SF	Lease Type(1)	
Kiosk								
Auntie Anne's (Kiosk)	K101	Feb-12	Feb-22	350	\$107,496	\$307.13	Net	
Body by Pagoda MTM	K103	Oct-15	Dec-16	269	\$118,452	\$440.34	Net	
Dakota Watch	K106	Jun-07	Dec-16	158	\$13,390	\$84.68	Net	
Mr. Smoothie	K205	Apr-17	249	\$98,460	\$347.23	Net		
Piercing Pagoda Plus	K107	Apr-15	Mar-20	160	\$117,480	\$734.25	Net	
TCBY	K212	Mar-13	Mar-23	200	\$20,004	\$100.02	Gross	
T-Mobile MTM	K224	Apr-05	Dec-16	150	\$129,492	\$863.28	Net	
7 tenants subtotal				1,536	\$592,764	\$385.91		
GRAND-TOTALS	7 tenants in occupancy			1,536	\$592,764	\$385.91		

Note: Attained rent equals current rent annualized for twelve months, and it excludes contractual rent increases
 Compiled by Cushman & Wakefield, Inc.
 (1) Lease Types as defined by The Appraisal Institute

We also isolated the most recently signed kiosk leases as presented in the following chart:

RECENT LEASING AT SUBJECT PROPERTY (BY CATEGORY)

Tenant Name	Suite Number	Start Date	End Date	Term (Yrs)	Area (SF)	Initial Rent	Final Rent	Final Rent Change over Term	Lease Type	
Kiosk										
Body by Pagoda MTM	K103	Oct-15	Dec-16	1	269	\$75,000	\$278.81	\$118,450	\$440.33	57.93% Net
Piercing Pagoda Plus	K107	Apr-15	Mar-20	5	160	\$80,000	\$500.00	\$124,038	\$778.99	55.80% Net
Sub-Total	2				429	\$155,000	\$318.31	\$243,088	\$568.64	56.83%
GRAND TOTALS	No. of Recent Leases	2	3	429	\$155,000	\$318.31	\$243,088	\$568.64	56.83%	

To further support these rents, the following chart shows permanent kiosk rentals in regional malls in which we had direct experience.

COMPARABLE KIOSK RENTS

Center Size	Center GLA	Kiosk GLA	Kiosk # Units	Avg Size/Unit	Rent Low	Rent High	Avg Rent
Under 500,000 SF	412,109	1,195	4	532	\$ 170.16	\$ 306.59	\$ 236.61
500,001 to 750,000 SF	627,011	1,166	7	188	\$ 178.68	\$ 452.15	\$ 266.82
750,001 to 1,000,000 SF	866,590	1,320	7	198	\$ 191.14	\$ 434.38	\$ 275.05
Over 1,000,000 SF	1,334,096	1,978	12	193	\$ 270.19	\$ 818.46	\$ 411.84
Survey Low:	256,733	131	1	44	\$ 53.63	\$ 90.00	\$ 89.79
Survey High:	2,615,026	8,378	56	2,114	\$ 754.25	\$ 3,182.67	\$ 791.16
Survey Median:	925,255	1,258	7	174	\$ 203.23	\$ 471.60	\$ 300.61
Survey Average:	964,093	1,576	9	225	\$ 223.70	\$ 607.74	\$ 334.19

As shown, leases tend to range between \$53.63 and \$754.25 per square foot. The median for the survey is calculated to be \$300.61. On average, kiosk rents in the survey reflect a mean of \$334.19 per square foot.

Based upon our analysis of kiosks in-place, as well as recent leasing and our experience with other malls, we estimated an average kiosk rent of \$380.00 per square foot.

Major Tenants

The subject property contains 11 major tenant suites ranging in size from 19,156 to 61,309 square feet. At the present time 7 of the 11 suites are leased at rents of \$4.17 to \$18.75 per square foot with an overall average of \$12.54 per square foot. A summary of the contractual lease obligations is presented in the following chart.

RENT ROLL SCHEDULE

As Of Value Date:		Jul-16						
Tenant Name	Suite	Start Date	End Date	Area (SF)	Contract Rent/Year	Contract Rent/SF	Lease Type(1)	
Majors								
Against All Odds	A002	Oct-04	Apr-18	21,722	\$179,700	\$8.27	Gross	
Best Buy	99XBA	Aug-14	Jul-19	50,000	\$937,500	\$18.75	Net	
Burlington Coat Factory	A001	Nov-12	Sep-22	61,309	\$637,608	\$10.40	Modified	
DSW Shoe Warehouse	A003	Oct-14	Sep-24	21,350	\$323,616	\$15.16	Net	
Finish Line	A004	Apr-07	Jun-19	23,550	\$98,088	\$4.17	Net	
Forever 21	99X01	Apr-12	Jan-23	60,950	\$782,160	\$12.83	Modified	
H&M	G103	Sep-11	Jan-22	19,157	\$276,696	\$14.44	Modified	
7 tenants subtotal				258,038	\$3,235,368	\$12.54		
GRAND-TOTALS	7 tenants in occupancy			258,038	\$3,235,368	\$12.54		

Note: Attained rent equals current rent annualized for twelve months, and it excludes contractual rent increases
 Compiled by Cushman & Wakefield, Inc.
 (1) Lease Types as defined by The Appraisal Institute

Major tenant leases at the subject are a mix of net, modified, and gross leases. Most recently, Best Buy exercised a 5-year renewal option at \$18.75 per square foot through July, 2019, and has two remaining 5-year renewal options at \$20.31 and \$21.75 per square foot. Remaining renewal options for other major tenants are:

- Burlington Coat Factory: four remaining renewal options from \$10.75 to \$12.25 per square foot.
- Forever 21: two remaining 5-year renewal options at \$14.90 and \$16.45 per square foot.
- H&M: two remaining 5-year renewal options with 2.0 percent annual increases following the initial term.
- DSW Shoe Warehouse: one remaining 5-year renewal options with 2.0 percent annual increases following the initial term.

The following table provides a sales and occupancy cost analysis for the major tenants.

MAJOR TENANT OCCUPANCY COST ANALYSIS

Tenant Name	Area (SF)	Contract Rent/SF	Overage/SF	Sales/SF	Rent to Sales Ratio	Operating Expenses/SF	Occupancy Cost/SF	Occ. Cost Ratio
H&M	19,157	\$14.44	\$0.00	\$307	4.7%	\$12.23	\$26.67	8.7%
Against All Odds	21,722	\$8.27	\$0.00	\$71	11.7%	\$0.00	\$8.27	11.7%
DSW Shoes	21,350	\$15.16	\$0.00	\$194	7.8%	\$19.45	\$34.61	17.9%
Finish Line	23,550	\$4.17	\$5.22	\$196	4.8%	\$18.46	\$27.85	14.2%
Best Buy	50,000	\$18.75	\$0.00	\$900	2.1%	\$13.95	\$32.70	3.6%
Forever 21	60,950	\$12.83	\$0.00	\$105	12.3%	\$10.02	\$22.85	21.8%
Burlington Coat	61,309	\$10.40	\$0.00	\$122	8.5%	\$1.74	\$12.14	10.0%

The occupancy cost ratios shown in the table above range from 3.6 to 21.8 percent. The Best Buy ratio, which is based on estimated sales, is extremely low at 3.6 percent. H&M is also low and Burlington Coat and Against All Odds are at the lower end at 10.0 and 11.7 percent, respectively. The DSW ratio is high at 17.9 percent, while the Forever 21 ratio is very high at 21.8 percent. Based on these high ratios, we have assumed DSW and Forever 21 will not exercise their renewal options.

Based upon our analysis of major tenant leases in-place, as well as recent leasing and our experience with other malls, we estimated an average major tenant rent of \$13.00 per square foot, net.

Anchor

The subject property is anchored by Macy's, J.C. Penney, Lord & Taylor, and At Home (Lease Out). The J.C. Penney and the future At Home stores are under the control of mall ownership and leased to the respective retailers. Mall ownership also owns the vacant former Bon Ton box. Lord & Taylor and Macy's own their respective stores with mall ownership retaining the rights to the underlying land. For purposes of this analysis, we have excluded their GLA as owned collateral but their contribution to the value in its entirety has been considered herein. A summary of the contractual lease obligations is presented in the following chart.

RENT ROLL SCHEDULE

As Of Value Date:		Jul-16						
Tenant Name	Suite	Start Date	End Date	Area (SF)	Contract Rent/Year	Contract Rent/SF	Lease Type(1)	
Cinema								
Regal Cinema	T101	Jun-13	Jun-23	76,000	\$1,599,996	\$21.05	Gross	
1 tenant subtotal								
Jr. Anchor								
At Home (Lease Out)	99X03	Dec-16	Nov-26	88,464	\$911,532	\$10.30	Modified	
1 tenant subtotal								
Department Store								
JC Penney	99X05	Oct-80	Oct-20	158,590	\$651,096	\$4.11	Modified	
Lord & Taylor	99X08	N/A	N/A	N/A	N/A	N/A	N/A	
Macy's	99X04	N/A	N/A	N/A	N/A	N/A	N/A	
3 tenants subtotal								

Note: Attained rent equals current rent annualized for twelve months, and it excludes contractual rent increases
 Compiled by Cushman & Wakefield, Inc.
 (1) Lease Types as defined by The Appraisal Institute

Regal Cinema is a stadium style, 19 screen IMAX and RPX cinema. The tenant has a 10-year initial term with one 5-year renewal option. The beginning minimum rent was \$21.05 per square foot, increasing to \$22.10 just before the end of the term. The renewal option rent is the same \$22.10 per square foot. Reported sales for the tenant are

\$128 per square foot, resulting in an occupancy cost ratio of 16.4 percent, which is considered low for a cinema tenant. Based on this ratio, we have assumed the tenant will exercise its renewal options. Additionally, based upon our analysis, we estimated an average cinema tenant rent of \$21.00 per square foot, gross.

At Home is a new tenant expected to open December, 2016. The initial term is 10 years with a starting minimum rent of \$10.30 per square foot, increasing to \$10.80 per square foot after 5 years. The tenant will be responsible for reimbursing its pro-rata share of real estate taxes over a base year and CAM charges beginning at \$1.00 per square foot. The tenant is receiving 6 months of free rent and a tenant allowance of \$740,000 which we have included in our analysis.

J.C. Penney is the only owned department store at the subject. The tenant has five 5-year renewal option at a rent of \$4.15 per square foot. Reported sales for the tenant are \$103 per square foot, resulting in an occupancy cost ratio of 14.4 percent, which is considered somewhat high for a department store tenant. However, based on this ratio, we have assumed the tenant will exercise its renewal options. Additionally, based upon our analysis, we estimated an average cinema tenant rent of \$4.00 per square foot, net.

Lease Structure

A lease typically defines the responsibilities of landlord and tenant with regard to the payment of operating expenses. The Appraisal Institute advises that the following basic distinctions can be made:

- **Gross Lease** - landlord pays all operating expenses.
- **Modified Lease** - landlord and tenant share the cost of operating expenses.
- **Net Lease** - tenant pays all operating expenses.

These terms do not always mean the same thing in all markets, and there are many variations to these common terms. As each market has different nomenclature, it is important to understand the terms that are used locally, and the resulting expense obligations that apply to both tenant and landlord.

It is essential to understand expense reimbursement clauses when determining the value of a property. Leases can include expense stops, expense caps, specific billing pools and expense exclusions. The tenant's share of the expense can be pro-rata, derived by formula, or negotiated. Below we discuss the lease structures found in the local market, as well as the structure of the leases within the subject property.

Subject Property Lease Structure

The existing leases at the subject property are written based on a number of different lease structures. Generally the anchor tenants have a nominal contribution towards Common Area Maintenance (CAM) and pay full pro rata share of real estate taxes. Inline tenants are typically required to pay a fixed contribution towards common area maintenance which increases annually over the life of the lease. The fixed charge for inline tenants ranges from roughly \$15.00 to 19.00 per square foot. There are a number of exceptions to this lease structure resulting in an average CAM contribution for inline tenants of approximately \$10.60 per square foot. This is not uncommon for a center of the subject's size. As such we have based our market rent conclusions on a fixed CAM contribution of \$10.00 per square foot.

We note that the fixed CAM charges increase at a rate of 3.0 to 5.0 percent per year over the course of the lease. In our analysis we have utilized a 3.0 percent per year growth for the fixed CAM charge.

Market Rent Synopsis

The following chart summarizes our market rent conclusion for each tenant category in the subject property.

MARKET RENT SYNOPSIS	Strip	Food Court	Kiosk	Macros	Cinema	Jr. Anchor	Department Store
Tenant Category	Strip	Food	Kiosk	Macros	Cinema	Jr. Anchor	Department Store
Market Rent	\$45.16	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$20.00
Lease Term (Years)	10	Net (Fixed CAM)	Net (Fixed CAM)	Modified	Net	Modified	Modified
Lease Type (Enhancements)	Net (Fixed CAM)	Net (Fixed CAM)	Net (Fixed CAM)	Modified	Net	Modified	Modified
Contract Rent Increase Projection	2.5% Annually	2.5% Annually	2.5% Annually	10.0% Every 5 Years			

Absorption of Vacant Space

The property has a current overall occupancy of 82.04 percent occupied and a mall shop occupancy of 81.71 percent. The following chart illustrates historical total occupancy with and without temporary vacancy:

Overall Occupancy	2011	2012	2013	2014	2015
Permanent Occupancy	90.90%	86.40%	91.40%	92.60%	92.40%
Specialty Leasing	5.60%	7.00%	2.70%	3.90%	4.30%
Total Occupancy	96.50%	93.40%	94.10%	96.50%	96.70%

Note: Figures Presented are as of January 1

As illustrated by the preceding chart, permanent occupancy at the subject property has averaged 90.7 percent over the past 5 years, while total occupancy (including temporary vacancy) has averaged 95.4 percent. Taking into account the subject's historical occupancy levels and the nature of its trade area, we view the subject as having a certain level of "permanent" vacancy that might never be occupied. With this in mind, we have withheld 5.0 percent of GLA as reflecting permanent or structural vacancy. This equates to about 76,074 square feet of space. Additionally, 12 spaces totaling 72,815 square feet are identified as temporary tenants who pay Specialty Leasing Income, rather than Base Rent Revenue and are assumed to continue on a temporary basis.

The following chart summarizes our absorption forecast for this property.

ABSORPTION SCHEDULE

Vacant Space Name	GLA	Date	Tenant Category	Market Rent (1)	Annual	
*Lease Up	99X02	8/0/00	Aug-18	Jr. Anchor	\$10.00	\$800,000
*Lease Up	A008	2,500	Nov-16	1,201-2,500 SF	\$60.00	\$150,000
*Lease Up	A109	8,708	Feb-17	5,001 - 10,000 SF	\$37.00	\$322,196
*Lease Up	A201	4,412	May-17	2,501 - 5,000 SF	\$39.00	\$172,068
*Lease Up	A208	7,295	Aug-17	5,001 - 10,000 SF	\$37.00	\$269,915
*Lease Up	B102A	900	Nov-17	Up to 1,200 SF	\$90.00	\$81,000
*Lease Up	B105	1,445	Feb-18	1,201-2,500 SF	\$60.00	\$86,700
*Lease Up	B206	10,970	May-18	10,001 - 15,000 SF	\$45.00	\$493,650
*Lease Up	B213A	121	Nov-16	Up to 1,200 SF	\$90.00	\$10,890
*Lease Up	C204A	499	Feb-17	Up to 1,200 SF	\$90.00	\$44,910
*Lease Up	C205B	230	May-17	Up to 1,200 SF	\$90.00	\$20,700
*Lease Up	C208A	488	Aug-17	Up to 1,200 SF	\$90.00	\$43,920
*Lease Up	D202	810	Nov-17	Up to 1,200 SF	\$90.00	\$72,900
*Lease Up	F105A	404	Feb-18	Up to 1,200 SF	\$90.00	\$36,360
*Lease Up	F220A	705	May-18	Up to 1,200 SF	\$90.00	\$63,450
*Lease Up	F221	2,255	Nov-17	1,201-2,500 SF	\$60.00	\$135,300
Total Lease Up	121,742				\$23.03	\$2,803,959
*Structural Vacancy	A010	20,000				
*Structural Vacancy	FC15	7,055				
*Structural Vacancy	X108	25,670				
*Structural Vacancy	X206	19,156				
*Structural Vacancy (Storage)	A203	1,171				
*Structural Vacancy (Storage)	B109A	1,851				
*Structural Vacancy (Storage)	BS1	155				
*Structural Vacancy (Storage)	C04A	100				
*Structural Vacancy (Storage)	C205A	161				
*Structural Vacancy (Storage)	F112A	137				
*Structural Vacancy (Storage)	F120A	137				
*Structural Vacancy (Storage)	FCS1	282				
*Structural Vacancy (Storage)	FCS2	199				
Total Structural Vacancy	76,074					
*Temp Tenant	A006	10,295				
*Temp Tenant	B101	2,590				
*Temp Tenant	B111	2,667				
*Temp Tenant	B215	829				
*Temp Tenant	C204	3,800				
*Temp Tenant	D105	5,145				
*Temp Tenant	FC02	3,569				
*Temp Tenant	G106	1,740				
*Temp Tenant	G106A	1,887				
*Temp Tenant	G207	3,946				
*Temp Tenant	G209	2,382				
*Temp Tenant	X107	33,965				
Total Temporary Tenancy	72,815					
Total Vacant Square Footage	270,631					

(1) Reflects current market rent, which will grow at our forecasted growth rate discussed herein.

ABSORPTION STATISTICS

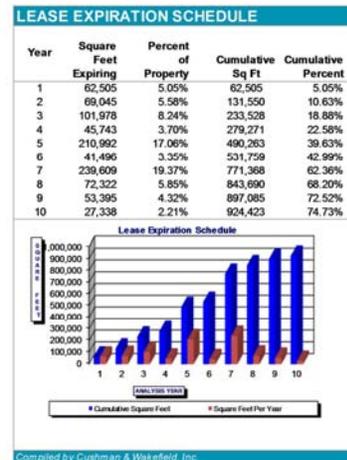
Analysis Start Date	08/01/16
Absorption Commencement	11/01/16
Absorption Completion	08/01/18
Total Absorption Period (Months)	24
Absorption Per Month (SF)	11,276

Compiled by Cushman & Wakefield, Inc.

We forecast an absorption period of 24 months to lease this space. The market rent noted in the chart reflects a current market rent estimate. If the space is forecast to lease beyond year one of the analysis, the market rent listed above will have grown at our market rent growth rate derived in this report.

Lease Expirations

The lease expiration schedule is an important investment consideration. As leases rollover, the landlord will be required to negotiate a renewal lease with the existing tenant, or to secure a new tenant for the space. Below is the projected lease expiration schedule for this property incorporating all projected lease expirations forecast during the analysis period.



The following table provides a synopsis of the lease expiration anticipated at this property during the analysis period.

LEASE EXPIRATION ANALYSIS

Total GLA of Subject Property (SF)	1,237,052	100.00%
Year of Peak Expiration	7	
SF Expiring in Peak Year	239,609	19.37%
Five Year Cumulative Expirations (SF)	490,263	39.63%
Ten Year Cumulative Expirations (SF)	924,423	74.73%

Compiled by Cushman & Wakefield, Inc.

The most desirable scenario from a leasing risk standpoint is to have expirations spread evenly over the holding period. In reality, expirations are typically not evenly dispersed. Depending upon expectations of market performance, excessive leasing exposure can increase risk and impact discount and capitalization rates for a property.

To summarize, the average amount of space expiring annually at the subject property is approximately 92.442 percent. However, the rollover percentage varies significantly by year, and ranges from a minimal expirations up to roughly 19.37% percent of the space in Year 7 of the analysis period, due primarily to the lease expirations of Burlington Coat, Forever 21, and Regal Cinema. A total of 74.73% percent of the leasable area expires over the holding period. This is not uncommon in multi-tenant properties and, overall, the turnover risk is considered typical for properties such as the subject.

A complete lease expiration schedule is contained in the Addenda of this report.

Assumptions Regarding Existing Leases

We modeled all leases in accordance with the lease terms provided by ownership. None of the tenants is currently in default, and we assume that they will fulfill the obligations of their leases. All month-to-month tenants were assumed to vacate or sign a new lease after six months of the cash flow start date. We assumed that tenants with favorable renewal options would exercise those options. In instances when a tenant has a renewal option that is well above market, we assumed a rollover to the weighted market parameters. We assumed Best Buy would exercise its renewal options in spite of its above market rent due to its low occupancy cost ratio. After comparing the options terms of the existing tenants with our projection of market rent we included the following renewal options in our analysis as they are favorable to the tenant and thus likely to be exercised.

LEASE OPTION SUMMARY

Tenant Name	Suite	Option Number	Option Start Date	Option End Date	Option Term Years	Area SF	Initial Option Rent	Option Rent PSF	Market Rent at Option	Market Rent at Option PSF
At Home (Lease Out)			Dec-26	Nov-31	5.0	88,454	\$209,143	\$11.30	\$1,188,892	\$13.44
Best Buy	9906A	Aug-19	Jul-24	5.0	50,000	\$1,015,500	\$20.31	\$10,273	\$14.21	
Best Buy	9906A	Aug-24	Jul-29	5.0	50,000	\$1,087,500	\$21.75	\$823,401	\$16.47	
Burlington Coat Factory	A001	Oct-22	Sep-27	5.0	61,309	\$683,596	\$11.15	\$951,690	\$15.52	
Burlington Coat Factory	A001	Oct-27	Sep-32	5.0	61,309	\$659,072	\$10.75	\$1,103,258	\$18.00	
H&M	G103	Feb-22	Jan-27	5.0	19,157	\$317,831	\$16.59	\$288,707	\$15.07	
H&M	G103	Feb-27	Jan-32	5.0	19,157	\$317,831	\$16.59	\$334,690	\$17.47	
JC Penney	99005	Nov-20	Oct-40	20.0	198,590	\$697,900	\$4.15	\$713,978	\$4.50	
Koto Japanese Steakhouse	Sep-20	Oct-27	Sep-32	5.0	5,822	\$115,889	\$19.75	\$1,103,258	\$18.00	
Mukluemon	F220	Feb-21	Jan-26	5.0	3,200	\$87,475	\$27.34	\$140,463	\$43.89	
Panera Bread	B109	Oct-21	Sep-26	5.0	4,000	\$80,000	\$20.00	\$180,847	\$45.21	
Panera Bread	B109	Oct-26	Sep-31	5.0	4,000	\$80,000	\$20.00	\$209,651	\$52.41	
Regal Cinema	T101	Jul-23	Jun-28	5.0	76,000	\$1,680,000	\$22.11	\$1,905,707	\$25.08	

Compiled by Cushman & Wakefield, Inc.

Co-Tenancy

A common clause in retail lease contracts which provides tenants certain rights or penalties (typically early cancellation or rent reductions) in the event a named Co-Tenant closes its store or certain occupancy thresholds are not maintained. While co-tenancy clauses are meant to protect a tenant, they can exacerbate the impact of the loss of a co-tenant or reduction in occupancy in a center. Traditionally named co-tenants have been limited to the anchor stores of a center but have expanded over the past several years to include notable inline tenants.

As part of our due diligence we requested and were provided with a summary of co-tenancy clauses at the subject property. Based on a review of this information it appears that approximately 53 tenants have some form of co-tenancy clause which is tied to occupancy thresholds of between 60 to 80 percent and/or the closing of one of more of the department stores. Given the subject's current occupancy of 82 percent and the loss of an anchor tenant in Bon Ton, we view the co-tenancy clauses at the subject property as a potential risk factor.

Revenue & Expense Analysis

We developed an opinion of the property's annual income and operating expenses after reviewing both its historical performance and the operating performance of similar buildings. We analyzed each item of expense and developed an opinion regarding what an informed investor would consider typical.

An operating history for the property and our opinion of future income and expenses are presented on the following chart, followed by an analysis of subject property's revenue and expenses.

Cushman & Wakefield, Inc. recognizes the standards defined by the CRE Finance Council as the definitive standards by which operating expense data should be analyzed. All operating statements provided by ownership have been recast to reflect these categories, which are provided in the Glossary section of this Appraisal Report. In forecasting expenses, we relied on the owner's historical statements and analyzed expense levels at competing properties. Our expense forecast is presented below, followed by a discussion of each expense line item.

REVENUE AND EXPENSE ANALYSIS	SUBJECT PROPERTY					Cushman & Wakefield
	2013 Actual	2014 Actual	2015 Actual	Trailing 12 Months Ended May 2016	Option	
REVENUE	\$27,992,780	\$29,823,864	\$29,823,864	\$27,992,780	\$27,992,780	\$27,992,780
Base Rental Revenue	\$1,120,523	\$938,127	\$938,127	\$942,805	\$938,127	\$938,127
Percentage Rent	\$1,208,869	\$1,209,443	\$1,189,035	\$1,189,397	\$1,143,397	\$1,370,132
Expense Reimbursement	\$1,940,616	\$5,390,644	\$4,336,540	\$5,291,646	\$5,488,979	\$6,745,421
Insurance Reimbursement	\$313,316	\$302,948	\$270,157	\$282,732	\$186,804	\$254,488
Management Fees	\$15,103,108	\$15,203,151	\$15,009,252	\$15,064,100	\$14,688,000	\$17,232,286
Tax Reimbursement	\$2,692,718	\$4,325,762	\$3,083,646	\$3,230,508	\$18,844	\$22,333,656
Total Expense Reimbursement	\$9,897,600	\$14,897,600	\$14,897,600	\$14,897,600	\$14,897,600	\$14,897,600
Other Income	\$54,363,621	\$43,971,559	\$43,971,559	\$43,971,559	\$43,971,559	\$43,971,559
POTENTIAL GROSS REVENUE	\$54,363,621	\$43,971,559	\$43,971,559	\$43,971,559	\$43,971,559	\$43,971,559
Vacancy and Collection Losses	\$54,363,621	\$43,971,559	\$43,971,559	\$43,971,559	\$43,971,559	\$43,971,559
OPERATING EXPENSES	\$27,992,780	\$29,823,864	\$29,823,864	\$27,992,780	\$27,992,780	\$27,992,780
Insurance	\$250,351	\$271,949	\$271,949	\$271,949	\$271,949	\$271,949
Energy	\$1,286,304	\$1,424,112	\$1,424,112	\$1,424,112	\$1,424,112	\$1,424,112
Water	\$1,286,304	\$1,424,112	\$1,424,112	\$1,424,112	\$1,424,112	\$1,424,112
Commodor	\$5,577	\$6,007	\$6,007	\$6,007	\$6,007	\$6,007
Management Fees	\$1,750,820	\$1,750,820	\$1,750,820	\$1,750,820	\$1,750,820	\$1,750,820
Other Expenses	\$45,892	\$45,892	\$45,892	\$45,892	\$45,892	\$45,892
Start-Up/Opening Expenses	\$18,473,163	\$18,473,163	\$18,473,163	\$18,473,163	\$18,473,163	\$18,473,163
Other Operating Expenses	\$2,622,614	\$2,622,614	\$2,622,614	\$2,622,614	\$2,622,614	\$2,622,614
NET OPERATING INCOME	\$26,970,001	\$23,027,695	\$23,027,695	\$23,027,695	\$23,027,695	\$23,027,695

(*) Fiscal Year Beginning: 06/01/2016
 Fiscal Year Ending: 7/31/2017
 Compiled by Cushman & Wakefield, Inc.

Discussion of Revenue Items

We analyzed each revenue item in making our forecast, with our conclusions summarized on the previous table. In most cases, our forecast is well supported by the historical or budget information. However, in some cases, further clarification is provided below:

Base Rental Revenue

Years	PSF	Totals
2013 Actual	\$22.63	\$27,992,780
2014 Actual	\$23.54	\$29,123,664
2015 Actual	\$23.51	\$29,086,295
Trailing 12 Months Ended May 2016	\$22.59	\$27,942,010
Cushman & Wakefield - Year 1	\$20.27	\$25,075,374
Cushman & Wakefield - Stabilized Year	\$23.47	\$29,028,121

The projected base rental revenue for year one of our analysis is an amalgamation of various factors including contractual rents and increases, base rent that is generated by vacant space as it is absorbed, as well as rent that is lost/generated for leases expiring in the first year, weighted by our rollover assumptions. In particular, the subject lost The Bon Ton anchor tenant, Sports Authority, and Kaufman Furniture, resulting in a lower Year 1 base rent projection.

Base Rental Revenue is comprised of actual contract rent from existing leases, and potential rent that can be generated by vacant or rollover space.

Percentage Rent

Years	PSF	Totals
2013 Actual	\$0.91	\$1,120,523
2014 Actual	\$0.44	\$538,127
2015 Actual	\$0.51	\$627,050
Trailing 12 Months Ended May 2016	\$0.52	\$642,805
Cushman & Wakefield - Year 1	\$0.43	\$534,080
Cushman & Wakefield - Stabilized Year	\$0.53	\$661,643

Tenants of the subject property are contracted to pay a percentage of their gross annual sales over a pre-established base amount as average rent. Many leases have a natural breakpoint although a number have stipulated breakpoints.

Total Expense Reimbursement

Years	PSF	Totals
2013 Actual	\$18.34	\$22,692,718
2014 Actual	\$19.42	\$24,025,762
2015 Actual	\$19.37	\$23,963,646
Trailing 12 Months Ended May 2016	\$18.84	\$23,305,068
Cushman & Wakefield - Year 1	\$18.22	\$22,533,956
Cushman & Wakefield - Stabilized Year	\$21.50	\$26,597,701

The contractual lease obligations of the tenants specify that certain operating expenses are reimbursed to the landlord. The expense reimbursements that we forecast for the subject property are discussed above. As discussed, the subject lost The Bon Ton anchor tenant, Sports Authority, and Kaufman Furniture, resulting in a lower Year 1 expense reimbursement projection.

CAM - Ownership presently utilizes a fixed CAM lease structure whereby the tenant's CAM contribution is fixed at a certain amount in the first year of the lease and increased at fixed percentage per annum throughout the life of the lease. The fixed charge for inline tenants ranges from roughly \$15.00 to 19.00 per square foot. There are a number of exceptions to this lease structure resulting in an average CAM contribution for inline tenants of approximately \$10.60 per square foot. This is not uncommon for a center of the subject's size. As such we have based our market rent conclusions on a fixed CAM contribution of \$10.00 per square foot.

Real Estate Taxes - The tenants at the subject have various contribution methods for real estate tax reimbursements. All of the anchors are included under the developer's tax parcel and pay a pro rata share of taxes. The mall tenants recover real estate taxes under a variety of reimbursement formulas. In general mall tenants pay their pro-rata share of real estate taxes based upon average occupied area during the year. Most also pay an 18.0 percent administrative fee. For new leases, we have forecast a pro-rata share recovery without the administrative fee.

Energy - The standard lease form at the property calls for the landlord to conduct an energy audit to determine the cost of heating and cooling their particular store. We modeled this reimbursement on a tenant by tenant basis.

Insurance - Tenants reimburse their pro-rata share of insurance premiums. Most also pay an 18.0 percent administrative fee. For new leases, we have forecast a pro-rata share recovery without the administrative fee.

Other Income

Years	PSF	Totals
2013 Actual	\$2.09	\$2,587,600
2014 Actual	\$1.52	\$1,881,890
2015 Actual	\$1.74	\$2,157,488
Trailing 12 Months Ended May 2016	\$1.80	\$2,225,812
Cushman & Wakefield - Year 1	\$1.75	\$2,161,663
Cushman & Wakefield - Stabilized Year	\$1.82	\$2,248,994

Other Income is generated primarily by Specialty Leasing Income from temporary tenants. Sources of other income typically include charges from a variety of tenant related services.

Vacancy and Collection Loss

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Vacancy and collection loss is a function of the interrelationship between absorption, lease expiration, renewal probability, estimated downtime between leases, and a collection loss factor based on the relative stability and credit of the subject's tenant base. Earlier in the report we discussed the vacancy rates for the market in which the subject property is located. We also discussed the subject's occupancy level, which conversely represents its current vacancy level.

Based on the historical occupancy of the subject, the current vacancy in the market, and our perception of future market vacancy, we projected a global stabilized vacancy rate of 2.00 percent. We also deducted a collection loss of 1.00 percent. Total vacancy and collection loss is equal to 3.00 percent.

For department store tenants, we modeled the cash flow to allow for an override rate for vacancy and collection loss. The credit tenant override rate for the general vacancy rate is 1.00 percent, and for collection loss is 0.50 percent. In year one, vacancy and collection loss is projected to be \$538,879.

As discussed, we have also assumed that approximately 5.0 percent of total GLA remains vacant throughout the analysis.

Vacancy Deduction Method

We used ARGUS - Version 15 cash flow software for the Vacancy Deduction Method. ARGUS - Version 15 is the industry standard commercial real estate cash flow projection, transaction analysis and asset valuation solution. ARGUS - Version 15 allows specific vacancy deductions, which impact the cash flow in different ways.

We selected the following, below-defined options in our cash flow model:

- A: Percent Based on Revenue Minus Absorption & Turnover Vacancy
 B: Reduce General Vacancy Result by Absorption & Turnover Vacancy

If this option is selected, the Cash Flow report line will be reduced by the absorption and turnover vacancy. If this option is not selected, ARGUS will add the absorption and turnover vacancy back into the Cash Flow revenue line before calculating the amount of general vacancy. This results in the general vacancy being calculated on the potential revenue instead of the scheduled revenue.

If this option is selected, ARGUS subtracts absorption and turnover vacancy from the general vacancy. The reduced amount of general vacancy will then be subtracted from the cash flow. If absorption and turnover vacancy is greater than the initial general vacancy, there will be no deduction for general vacancy and the initial general vacancy will be treated as a minimum vacancy loss. If this option is not selected, ARGUS subtracts the entire general vacancy from the cash flow without any adjustment for absorption and turnover vacancy. The initial general vacancy amount calculated in the previous section would be reported on the cash flow with no adjustment.

Discussion of Expenses

We analyzed each expense item in making our forecast, with our conclusions summarized on the previous table. In most cases, our forecast is well supported by the historical or budget information. However, in some cases, further clarification is provided below:

Insurance

Property insurance expenses include coverage for general liability and loss or damage to the property caused by fire, lightning, vandalism malicious mischief, additional perils fire, extended coverage and owner's liability coverage. Insurance costs are modeled in-line with other comparable properties

Years	PSF	Totals
2013 Actual	\$0.43	\$528,351
2014 Actual	\$0.46	\$571,349
2015 Actual	\$0.35	\$427,108
Trailing 12 Months Ended May 2016	\$0.27	\$335,705
Cushman & Wakefield - Year 1	\$0.35	\$430,295
Cushman & Wakefield - Stabilized Year	\$0.37	\$456,500

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Energy

This expense category includes expenses for fuel, gas, electricity, water and sewer, trash removal and other utilities. Utilities are generally property specific and vary considerably from property to property in the subject's market based on the utilities paid by the tenant and the owner, and the efficiency of the HVAC systems. Therefore, we considered on the subject's actual historical expenses and the owner's budget.

Years	PSF	Totals
2013 Actual	\$1.04	\$1,286,304
2014 Actual	\$1.15	\$1,424,112
2015 Actual	\$1.09	\$1,353,150
Trailing 12 Months Ended May 2016	\$1.02	\$1,261,970
Cushman & Wakefield - Year 1	\$1.05	\$1,300,000
Cushman & Wakefield - Stabilized Year	\$1.11	\$1,379,170

CAM

This expense category includes all expenses incurred for general repairs and maintenance, including HVAC, electrical, plumbing, safety systems, roads and grounds, and pest control/exterminating. This expense category also typically includes all outside maintenance service contracts and the cost of maintenance and repairs supplies. The subject's expense is detailed in the table below.

Years	PSF	Totals
2013 Actual	\$4.49	\$5,558,017
2014 Actual	\$4.71	\$5,831,969
2015 Actual	\$4.02	\$4,978,821
Trailing 12 Months Ended May 2016	\$4.06	\$5,019,922
Cushman & Wakefield - Year 1	\$4.10	\$5,074,638
Cushman & Wakefield - Stabilized Year	\$4.35	\$5,383,685

Compactor

This expense includes all costs related to cleaning and janitorial including staffing costs, supplies, and any related contract services.

Years	PSF	Totals
2013 Actual	\$0.04	\$51,577
2014 Actual	\$0.07	\$90,867
2015 Actual	\$0.08	\$100,709
Trailing 12 Months Ended May 2016	\$0.10	\$126,669
Cushman & Wakefield - Year 1	\$0.10	\$120,787
Cushman & Wakefield - Stabilized Year	\$0.10	\$128,143

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Management Fees

Management expenses typically include the costs paid for professional management services. Management services may be contracted for or provided by the property owner. Management fees for this type of property typically range from 3.00 to 5.00 percent of effective gross income. We utilized a management fee of 3.00 percent of effective gross income, which we consider to be market oriented.

Years	PSF	Totals
2013 Actual	\$1.27	\$1,570,835
2014 Actual	\$1.31	\$1,625,891
2015 Actual	\$1.44	\$1,784,920
Trailing 12 Months Ended May 2016	\$1.36	\$1,681,056
Cushman & Wakefield - Year 1	\$1.21	\$1,492,986
Cushman & Wakefield - Stabilized Year	\$1.39	\$1,716,563

Other Expenses

This expense category is comprised primarily of specialty leasing operations, as well as audit, bank, and others fees. The subject's expense is detailed in the table below.

Years	PSF	Totals
2013 Actual	\$0.37	\$454,368
2014 Actual	\$0.34	\$415,692
2015 Actual	\$0.27	\$338,551
Trailing 12 Months Ended May 2016	\$0.34	\$417,308
Cushman & Wakefield - Year 1	\$0.34	\$415,000
Cushman & Wakefield - Stabilized Year	\$0.36	\$440,274

Real Estate Taxes

A complete discussion of taxes for the subject property is included in the Real Property Taxes and Assessments section of this report. The subject's expense is detailed in the table below.

Years	PSF	Totals
2013 Actual	\$13.32	\$16,473,162
2014 Actual	\$13.87	\$17,152,950
2015 Actual	\$14.38	\$17,784,117
Trailing 12 Months Ended May 2016	\$14.59	\$18,048,424
Cushman & Wakefield - Year 1	\$15.20	\$18,798,744
Cushman & Wakefield - Stabilized Year	\$16.43	\$20,329,793

Operating Expense Conclusion

We thoroughly analyzed the subject's operating expense history and we used this information to make our projections. We forecast total operating expenses for the subject property (excluding real estate taxes) to be \$8,833,706, equating to \$7.14 per square foot. The operating expenses (excluding real estate taxes) projected for the subject property reflect an operating expense ratio at stabilization of 16.61 percent of effective gross income. We forecast total operating expenses for the subject property (including real estate taxes) to be \$27,632,450, equating to \$22.34 per square foot. The operating expenses (including real estate taxes) projected for the subject property reflect an operating expense ratio at stabilization of 52.14 percent of effective gross income. The operating expense comparisons presented in the operating expense analysis table in the beginning of this section support our opinion of operating expenses for the subject property. The following expense comparisons support our opinion of operating expenses for the subject.

Years	PSF	Totals
2013 Actual	\$7.64	\$9,449,452
2014 Actual	\$8.05	\$9,959,880
2015 Actual	\$7.26	\$8,983,259
Trailing 12 Months Ended May 2016	\$7.15	\$8,842,630
Cushman & Wakefield - Year 1	\$7.14	\$8,833,706
Cushman & Wakefield - Stabilized Year	\$7.68	\$9,504,335

Income and Expense Pro Forma

The following chart summarizes our opinion of income and expenses for year one, which is the first stabilized year in this analysis.

SUMMARY OF REVENUE AND EXPENSES			
Stabilized Year For Direct Capitalization:	Year One		
	Annual	\$/SF	% of EGI
REVENUE			
Base Rental Revenue	\$29,028,121	\$23.47	
Percentage Rent	\$661,643	\$0.53	
Expense Reimbursement			
Energy Reimbursement	\$1,370,132	\$1.11	
CAM	\$6,745,421	\$5.45	
Insurance Reimbursement	\$254,488	\$0.21	
Miscellaneous Recoveries	\$995,374	\$0.80	
Tax Reimbursement	\$17,232,286	\$13.93	
Total Expense Reimbursement	\$26,597,701	\$21.50	
Other Income	\$2,248,994	\$1.82	
POTENTIAL GROSS REVENUE	\$58,536,459	\$47.32	
Vacancy and Collection Loss	(\$1,317,705)	(\$1.07)	
EFFECTIVE GROSS REVENUE	\$57,218,754	\$46.25	100.00%
OPERATING EXPENSES			
Insurance	\$456,500	\$0.37	0.80%
Utilities	\$1,379,170	\$1.11	2.41%
Repairs & Maintenance	\$5,383,685	\$4.35	9.41%
Compactor	\$128,143	\$0.10	0.22%
Management Fees	\$1,716,563	\$1.39	3.00%
Other Expenses	\$440,274	\$0.36	0.77%
Total Operating Expenses	\$9,504,335	\$7.68	16.61%
Real Estate Taxes	\$20,329,793	\$16.43	35.53%
TOTAL EXPENSES	\$29,834,128	\$24.12	52.14%
NET OPERATING INCOME	\$27,384,626	\$22.14	47.86%

Compiled by Cushman & Wakefield, Inc.

operating income. The following table presents a summary of operating expense levels for a number of retail REITs and publicly traded companies:

PORTFOLIO OPERATING ANALYSIS - YEAR END 2015										
Company/REIT	No. of Retail Properties	Total Retail GLA (SQF)	Average Occupancy	Average Rent/SF	Comparable Retail Shop Sales/SF	Operating Revenues (\$000)	Operating Expenses (\$000)	Operating Expense Ratio	Operating Expense Ratio (REIT)	Operating Expense Ratio (REIT)
General Growth Properties*	131	129,051	96.9%	\$73.12	\$588	\$2,403,908	\$785,919	32.67%	\$4,024	1.83%
Simon Property Group	108	122,724	96.1%	\$46.96	\$620	\$5,206,103	\$1,204,617	22.87%	\$104,070	3.69%
Macerich Company, The	68	48,479	96.1%	\$52.84	\$635	\$1,288,149	\$470,668	36.54%	\$2,660	1.09%
CBG & Associates	62	40,648	93.6%	\$31.47	\$374	\$1,055,618	\$283,345	26.86%	\$16,876	1.60%
Pennsylvania REIT	29	24,300	94.9%	\$51.84	\$432	\$425,411	\$170,047	39.97%	\$5,724	1.35%
Talman Centers	19	8,804	94.2%	\$65.38	\$690	\$57,172	\$26,163	45.64%	\$20,253	3.85%
Washington Prime Group (Gimcher)	62	54,002	91.8%	\$21.63	\$365	\$92,166	\$359,534	39.01%	\$14,040	1.62%
Westfield Corporation	34	43,600	95.9%	\$86.59	\$726	\$1,094,600	\$437,700	39.70%	\$35,950	1.90%
Rouse Properties	36	24,889	95.9%	\$38.11	\$350	\$305,384	\$110,351	36.13%	\$7,772	2.41%

*Source: National Axiom Systems, depreciation, interest, and other data.

*Coverage Ratio for Westfield America is estimated.
Source: Annual 10K filings and various analyst reports.

As shown, the OERs (operating expenses + operating income) reported by public companies reflect a range of 22.87 percent to 39.97 percent, with an overall average of approximately 33.07 percent.

Investment Considerations

Overview

A new year again started with significant market turbulence. However, the U.S. economy and property markets are starting to fire up again now that the early-year financial market volatility has diminished. The volatility was a contributing factor to the slowdown in U.S. investment sales in the first quarter 2016 as well as leasing activity for most product types. However, through this period of heightened uncertainty, U.S. job growth continued, a reminder, that the core drivers of the U.S. economy remain healthy. The strength of the U.S. economy is most clearly evident in the labor markets. Despite the volatility, the U.S. economy continued to crank out new jobs. In first quarter 2016, nonfarm payroll growth averaged 196,000 per month, in line with the robust pace observed over the past five years. Consumer confidence turned around in March due in large part to a combination of sustained and accelerating hourly wage growth and steady job creation, which helped the domestic demand side of the economy remain resilient in the face of softening global demand.

The primary concerns in the first eight weeks of the year were a slowdown in the Chinese economy and declining oil and commodity prices, which stoked fears that an end was in sight for the current expansion, have mostly subsided. China's economy posted positive GDP growth of 6.7 percent in first quarter 2016 and oil and commodity prices firmed and generally trended upwards since February. There have been first quarter dips in U.S. economic activity for the last several years, and none of them have amounted to more than a temporary blip. For 2016, worries about China and oil prices caused stock markets around the world to stumble. Looking back, real U.S. GDP growth has been weak or negative in the first quarter in each of the last three years. We continue to expect moderate growth for the U.S. economy.

At the December 2015 meeting of the Federal Open Market Committee (FOMC), Federal Reserve Board Chairwoman Janet Yellen announced that the FOMC voted to raise the federal funds rate for the first time in almost 10 years. The initial rate hike was minuscule and the action was just the first step in what will likely be a very lengthy process of monetary policy normalization. It reflected the consensus that a solid foundation was propelling the economic expansion. The Federal Reserve, consistent with its past communication, did not vote to raise the federal funds rate in January, March or April, signaling its willingness to wait for the effects of the global headwinds to

Operating Expense Ratios—Test Of Reasonableness

As a test to the reasonableness of income and expense levels at the property, we also looked at operating expense ratios for retail portfolios, as well as competing properties, in order to support the projections utilized. With an operating expense ratio of 52.14 percent (year one), the subject reflects a high level of expenses as compared to

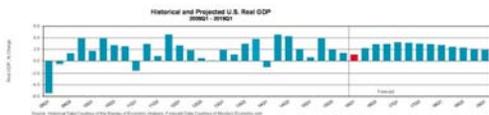
dissipate before further normalization. Indicators pointed towards a rate hike in June 2016 but was delayed once again as the committee intended to let the "Brexit" vote play out. On June 23rd 2016, the United Kingdom held a referendum-a vote on whether to remain in or leave the European Union (EU). Although polls of the referendum indicated that the "Remain" campaign would prevail by a thin margin, when the votes were tallied, it went the other way, surprising the global equity markets into turmoil. A period of further uncertainty and increased volatility can be expected over the coming weeks and months as financial markets and the political establishment in the UK and Europe come to terms with what a UK exit means, or if it may even occur at all. The US dollar will likely receive a boost as nervous investors will pour foreign money into safety of the US, the globe's reserve currency. However, a stronger US dollar will negatively impact US exports. Commodity and energy-producing markets in the US and the emerging markets may face renewed headwinds as global demand stumbles yet again. Whether the next rate hike is in September will likely depend on how the global financial markets behave in the weeks following the referendum and ensuing UK exit from the EU.

Current Economic Conditions

The evidence of a stronger economy, in 2014, prompted the FOMC to announce that the Central Bank would gradually reduce its purchases of long-term Treasury securities and mortgage backed securities widely referred to as quantitative easing. During 2014, the FOMC reduced the amount of bonds purchased each month, indicating the Central Bank's confidence that the economy does not require the additional stimulation that this policy was providing. A statement released after the final FOMC meeting of 2014 was the clearest indication that the Central Bank would begin to raise interest rates in 2015. However, the FOMC's mid-year 2015 statement made it clear that the key driver of the decision to raise short-term interest rates, the condition of the labor market, was a bit soft to start the year. As a result of the soft market, the FOMC further delayed their decision to hike interest rates. On the other hand, positive signs from the last three labor market reports of 2015, combined with wage growth information, resulted in the Federal Reserve using its last meeting of the year to raise rates by year-end 2015.

The shift to higher interest rates was anticipated and signaled by the FOMC in its press releases for over 18 months. In the December 2015 release, the FOMC followed through on its promise and raised rates 25 basis points, largely a symbolic move but the first step in monetary policy normalization. Once again, the Federal Reserve did not vote to raise rates any further in June 2016. The committee will take the UK exit from the EU and incoming employment and economic data into consideration to be sure economic growth is picking up and not grinding to a halt. There is still some uncertainty as to how financial markets will be effected by the "Brexit", but we do expect a large pause in investment activity over the next few weeks, as investors and lenders take a "wait and see" approach.

The following graph displays historical and projected U.S. Real GDP percent change (annualized on a quarterly basis) from second quarter 2009 through second quarter 2019 (red bar highlights the most recent quarter-16Q1):



Notable concerns regarding current economic conditions are as follows:

- In the first quarter 2016, real GDP increased at 1.1 percent after a third revision by the Bureau of Economic Analysis (BEA). Real GDP increased at 1.4 percent in fourth quarter 2015, according to the latest estimate by the BEA. The increase in real GDP in the first quarter primarily reflected positive contributions from personal consumption expenditures (PCE), residential fixed investment, and state and local government spending that were partly offset by negative contributions from nonresidential fixed investment, exports, private inventory investment, and federal government spending. Imports, which are a subtraction in the calculation of GDP, decreased.
- Employment growth through the first quarter of 2016 saw the nation add jobs at a higher rate than through the same period last year. Through first quarter 2016 employment growth averaged 190,000 jobs per month, higher than the 190,000 added through first quarter 2015. However, figures began to dwindle through May 2016 as the month of May only added 38,000 new jobs and the average fell to 150,000. Since 2012 the first five months of the year job growth averaged at least 205,000 new jobs added. A drop off in employment growth and leasing demand can have a significant and lasting effect on the real estate market. Investors need to adjust to changes in interest rates, but when the market hurts due to a lack of job growth and tenant demand, it can be isolating and damaging to the commercial real estate market.
- Labor markets do continue to tighten. The national unemployment fell 30 basis points over the previous month to 4.7 percent in May 2016 and signs point towards improving wage growth over the coming months, which should boost income and spending at a faster pace in 2016. As the unemployment rate approaches a range traditionally associated with full employment the upward pressure on wages will intensify.

U.S. Real Estate Market Implications

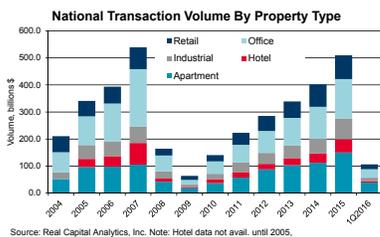
The commercial real estate volume picked up in 2012, a pace that continued through 2015. According to Real Capital Analytics, 23,015 properties traded hands in 2013 for a total transaction volume of approximately \$338.9 billion. Commercial real estate sales volume remained strong throughout 2014, as transaction volume totaled \$401.9 billion. Property prices at an aggregate level surpassed the 2007 peak and cap rates in many sectors are at all-time lows. As volume and price levels headed into uncharted territory, investors reassessed risk and took their foot off of the gas towards the end of 2014. Through 2015, 24,921 properties changed hands as volume reached \$509.4 billion in 2015, up significantly from year-end 2014 when the total was nearly \$402.0 billion. This level marks 2015 as the second highest investment volume over time behind the peak of \$538.8 billion in activity seen in 2007. In first quarter 2016 U.S. commercial property transaction volume fell in a year-over-year comparison, and only reached \$106.4 billion. Despite a yearly decline, the level of activity in the market in first quarter 2016 is still elevated. Over the last 11 years there were only two other first quarter periods where deal volume was above \$100.0 billion. One might expect that with volume falling off at such sharp rates that pricing would begin to adjust as well. For most property sectors however cap rates are largely unchanged from a year earlier. The combination of largely flat cap rates and falling volume suggests a bit of a hung market.

There are several important signs for the commercial real estate sector. Employment in the key office-using sectors is expected to grow, but at a decelerating rate. After increasing by 800,000 jobs in 2015, office-using employment is forecast to rise by 786,000 payrolls in 2016 and 724,000 in 2017. Due to the anticipated slowdown in hiring, aggregate demand for office space will also slow. Warehouse/distribution space will benefit from both a more confident, higher-spending consumer and the positive outlook for the U.S. labor market, all factors behind several years of robust absorption. Retail demand will largely remain focused on Class A product and/or new space. The apartment sector posted positive growth in sales volume in first quarter 2016, the only sector to do so. Despite a

slowdown caused by financial market volatility in the first eight weeks of the year, capital markets activity is generally expected to accelerate in 2016.

Uncertainty in CMBS financing had been growing through fourth quarter 2015 and first quarter 2016. With uncertainty on financing and cap rates still at record low levels, potential buyers were simply more hesitant to step up to transactions as they were a year earlier. According to the PriceWaterhouseCoopers Real Estate Investor Survey for second quarter 2016, the average cap rate decreased in 17 survey markets, held steady in 10 and increased in 7. The quarterly shifts remain very diverse like they have been in the past few quarters with a higher number of markets now reporting declines and smaller number posting increases in their average cap rates. The magnitude of these shifts are very similar to what was reported a year ago. This quarter's average overall cap rate shifts suggest varied viewpoints by investors across the industry. In the office sector, for example, some investors are showing optimism for Seattle, the Pacific Northwest, Charlotte, and Dallas, but appear more cautious with regard to the Washington, DC metro office markets. Cap rate shifts for the Survey's warehouse markets reveal a positive outlook despite growing levels of new supply. The same sentiment is shown for the Survey's apartments markets, where average cap rates decline in three of the four Survey markets. Even though surveyed investors hold a positive outlook for the commercial real estate industry for the near term, they are mindful of the potential for interest rate increases, market corrections and the need for caution. While overall cap rates are expected to hold steady in most markets over the next six months, a greater portion of investors foresee cap rates rising over that time period, compared to last quarter.

The following graph compares national transaction volume by property between 2004 and first quarter 2016:



Conclusion

Fundamentals will top panic. For instance, earlier in the year equity markets and the REITs demonstrated great resiliency when concerns flared up about the health of China's economy, which is four times larger than the United Kingdom's. After the hysteria about China calmed down, the economic fundamentals took over, leading equity markets and REITs to rebound swiftly in most regions of the world. Nationally, consumer conditions will continue to improve; consumer spending will be one of the major contributors to growth for the rest of the cycle. Further, as the headwinds from the start of the year dissipated and the impact of low oil and commodity prices subsided—at least from metrics like growth in inflation and changes in corporate profits—business investment started to pick up.

Slower than expected monetary policy normalization will help to buoy job growth in the near term, though economic conditions will likely warrant more rate hikes next year. Property markets, which responded to the year-end and early-year weakness, are also turning a corner. Already, leasing and sales activity is firming. Demand will remain strong, vacancy will tighten, and rental growth will continue this year—albeit unevenly for some asset classes. Nevertheless, investors are watching job growth, supply pipelines, and leasing trends, which some feel could have more of an impact on property values than interest rate changes.

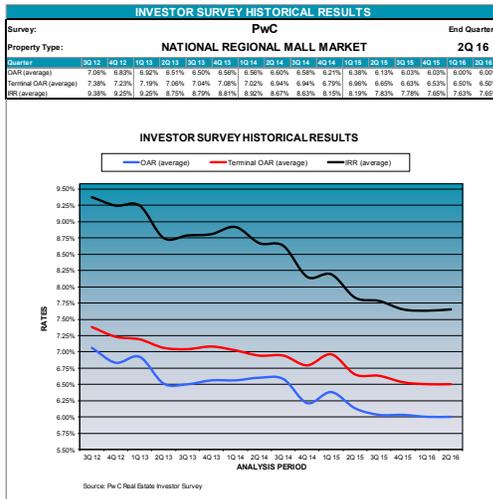
The factors listed below have been considered in our valuation of this property and will have an impact on our selection of all investor rates. As discussed, the subject is a component of a larger project known as Destiny USA, a shopping, dining and entertainment destination which is comprised of 2.4 million square feet of GLA, over 250 stores, with over 26 million visits per year. Tenancy at Destiny USA includes 40 outlet and discount stores, making it the number one tourist attraction in Central New York. The center also benefits from Canadian shoppers, accounting for 10 to 20 percent of sales, and over 215,000 university shoppers. There are 150 acres of adjacent land available for development, and plans are underway for complimentary uses to grow tourism and increase visits. A 209-room Embassy Suites Hotel is also scheduled to open in 2017.

Destiny USA is the sixth largest enclosed mall in the United States and the largest center in New York State and the dominant center serving the Syracuse metropolitan region and a good portion of central New York.

INVESTMENT CONSIDERATIONS	
NOI Growth:	The subject's NOI is expected to grow 1.96 percent per annum from the first stabilized year of the analysis through the holding period. This rate of growth is considered acceptable.
Lease Expiration Exposure:	Within the first five years of the analysis a total of 39.63 percent of the total net rentable area is scheduled to rollover. Extending to a ten-year period, a total of 74.72 percent of the space is scheduled to expire. The peak expiration occurs in year 7, when a total of 239,609 square feet is scheduled to expire. This is considered a moderate rollover exposure within this market.
Real Estate Market Trends:	Real estate market trends have a significant bearing on the value of real property. The real estate market in which the subject property is located is currently improving.
Tenant Quality:	The quality of a property's tenant base is an important factor that is scrutinized by investors prior to acquiring real property. The quality of the subject's tenant roster is considered to be good.
Property Rating:	After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Location Rating:	After considering all of the locational aspects of the subject, including regional and local accessibility as well as overall visibility, we have concluded that the location of this property is good.
Overall Investment Appeal:	There are many factors that are considered prior to investing in this type of property. After considering all of these factors, we conclude that this property has good overall investment appeal.

Investor Survey Trends

Historic trends in real estate investment help us understand the current and future direction of the market. Investors' return requirements are a benchmark by which real estate assets are bought and sold. The following graph shows the historic trends for the subject's asset class spanning a period of four years as reported in the PwC Real Estate Investor Survey published by PricewaterhouseCoopers.



As the chart illustrates, the return requirements cited by investors declined during the early part of the reporting period as investment conditions improved subsequent to the economic crises spanning the 2008 through 2010 timeframe. Investment rates compressed between 2012 and year end 2014, particularly in core markets as access to capital was readily available and high quality properties traded. Overall investment rates have stabilized as capital is drawn to higher yield opportunities in secondary markets.

Capitalization Rate Analysis

On the following pages we discuss the process of how we determine an appropriate overall capitalization rate to apply to the subject's forecast net income.

Capitalization Rate from Comparable Sales

The following table summarizes overall capitalization rates derived from the improved property sales.

CAPITALIZATION RATE SUMMARY			
No.	Name and Location	Sale Date	Capitalization Rate
1	Quaker Bridge Mall Lawrenceville, NJ	2/2016	4.43%
2	Flatiron Crossing Broomfield, CO	1/2016	4.60%
3	Twenty Ninth Street Boulder, CO	1/2016	4.94%
4	South Plains Mall Lubbock, TX	11/2015	5.35%
5	Lakewood Center Lakewood, CA	10/2015	5.00%
6	Polaris Fashion Place Columbus, OH	6/2015	5.61%

STATISTICS			
Sample Size			
Low	6	6	6
High	6/2015	4.43%	
Median	2/2016	5.61%	
Average	12/2015	4.97%	
	11/2015	4.99%	

Compiled by Cushman & Wakefield, Inc.

Capitalization Rate from Investor Surveys

We considered data extracted from the PwC Real Estate Investor Survey for competitive properties. Earlier in the report, we presented historical capitalization rates for the prior four-year period. The most recent information from this survey is listed below:

CAPITALIZATION RATES			
Survey	Date	Range	Average
PwC	Second Quarter 2016	4.00% - 9.00%	6.00%

PwC - Refers to National Regional Mall Market market regardless of class or occupancy

Most retail properties that are considered institutional grade are existing, seasoned centers with good inflation protection that offer stability in income and are strongly positioned to the extent that they are formidable barriers to new competition. Equally important are centers which offer good upside potential after face-lifting, renovations, or expansion. With new construction down substantially, owners have accelerated renovation and re-merchandising programs. Little competition from over-building is likely in most mature markets within which these centers are located. Environmental concerns and "no-growth" mentalities in communities are now serious impediments to retail development.

Investors have recognized that the retail landscape has been fundamentally altered by consumer lifestyles changes, industry consolidations and bankruptcies. This trend has strongly been in evidence during the past two years.

Regional malls are finding increased competition from other retail formats such as power centers anchored by discounters and other strong category killers and more recently from lifestyle centers.

Trends toward more casual dress at work and consumers growing pre-occupation with their leisure and home lives have created the need for refocused leasing efforts to bring those tenants to the mall that help differentiate them from the competition. As such, entertainment, a loosely defined concept, is one of the most common directions malls have taken. A trend toward bringing in larger specialty and category tenants to the mall is also in evidence. The risk from an owners standpoint is finding that mix which works the best. Finally, we see a dichotomy in underwriting issues. Even though traditional anchors remain under pressure, stronger interest in regional malls has clearly resulted in downward pressure on capitalization rates.

REGIONAL MALL TRANSACTION SUMMARY—Q4'2015-Q1'2016

According to Real Capital Analytics (RCA), sales of significant retail properties totaled \$87.6 billion in 2015 which was up 1.0 percent year over year. In terms of growth, this was the weakest sector that they track. Sales of individual assets totaled \$59.0 billion, up 9 percent year over year. As compared to portfolio sales, this is a good barometer in that it is more representative of a diverse buyer pool. Conversely, portfolio and entity level sales were reported at \$28 billion, the highest total since 2007. In aggregate the slow rate of growth for the sector became more pronounced in the second half of the year with zero growth in Q3'15 and -16 percent in Q4.

Over the past several quarters we have seen a bifurcation of the market as investors have demonstrated their appetite for top caliber property in all retail asset classes, over their weaker counterparts in secondary and tertiary markets. This has resulted in continued cap rate compression for these better quality assets as buyers compete more aggressively for the top tier product. Of particular note has been the continued demand for Fortress Malls. The most significant trades have primarily involved Class A assets with REIT's and institutional partners having been the principal buyers. Fueled by increasing occupancies, good tenant demand, and for many of the REIT's, double digit leasing spreads based on year over year performance.

The Moody's/RCA-CPPI price index was up 13 percent for retail in 2015 versus 12 percent for all asset classes. Retail cap rates for all retail asset classes fell 23 bps to 6.5 percent equal to \$218 per square foot. In the Mall and Other category, the average cap rate was 5.9 percent, down 31 bps. In the top 6 major metro markets, the comparable cap rate was as expected even lower at 5.7 percent.

Many analysts expect same store NOI to post modest to good growth in 2016 over 2015 levels, but the pace of this growth will decelerate over what has been witnessed over the past several quarters. Growth in NOI has been a combination of growing sales productivity as well as accelerated rent growth through both fixed CAM recoveries and annual lease bumps, along with better expense management. As a result, mall values have risen substantially over the last 2-3 years, actually exceeding the growth in all CRE asset classes.

According to the Association of Foreign Investors in Real Estate (AFIRE), 64% say they intend to make modest or major investments in U.S. CRE this year. According to RCA, foreign purchases of U.S. real estate soared to a record \$91.1 billion in 2015, up from less than \$5 billion in 2009. New York (\$79.2 B) was the top target globally followed by London, Los Angeles, San Francisco and Tokyo. New York was also the top market for retail with \$7.2 billion in trades. Overall foreign investors were behind \$7.5 B in retail transactions equal to about 9 percent of the total. Australian investors were the largest segment primarily due to their purchase of a 25 percent interest in Ala Moana.

Only one new mall opened in 2015 - The Mall of San Juan in San Juan, PR. There are several large projects coming on line over the next 12 - 24 months. Overall, very few enclosed malls will be built over the next decade and the overall number of malls in the U.S. will decline as weak malls will be redeveloped to an alternative use. Nearly every Mall REIT has an active pipeline of redevelopments which are expected to produce targeted returns of 7 to 10%.

Mall REIT's also opened seven new outlet centers in 2015 in the U.S. The demand for quality U.S. real estate is expected to be very strong in 2016.

A brief summary of some of the larger mall transactions follows:

- In late February, 2016 Rouse Properties announced that it had entered into a definitive agreement to be acquired by Brookfield Asset Management in which a Brookfield affiliate will acquire the REIT for \$18.25 per share in a transaction valued at \$2.8 billion. Rouse owns a portfolio of 35 mostly "B" malls totaling 24.1 million square feet in 35 states. The price is a 35% premium over Rouses's closing stock price on January 16, 2016 the last trading day prior to the initial offer.
- In Q1'16 the iconic Country Club Plaza in Kansas City went under contract to a JV between Macerich and Taubman Centers Inc. for a reported \$660 million. This 15-block mixed use retail (804,000 sf) and office (468,000 sf) property is a sign that second tier - primary markets are being pursued by hungry investors. The overall cap rate is around 4.7% with the retail component priced in the 4.0 to 4.5 % range.
- In Q1'2016, Simon Property Group announced that they will exercise their right of first refusal to buy the 50% interest they don't own in Quaker Bridge Mall located in Lawrenceville NJ. A low 4% cap rate was indicated by this sale.
- In December 2015 Westfield announced a sale of an 80% stake in five of its regional malls for \$1.1 billion. The malls generated sales of around \$450 psf on average and the implied cap rate 6.5%+/-.
- In October 2015, Macerich struck a deal to sell part of its stakes in eight properties to Singapore's GIC and U.S.-based global real estate investment management firm - Heitman LLC for \$2.3 billion. Going into specifics, GIC will acquire 40% stake in five properties, while Heitman will buy a 49% interest in three properties. The transactions are slated to close in phases, starting October 2015 through Q1'16. The overall cap rate is reported to be in the low 4% range.
- CBL & PREIT continued their efforts at selling off lower quality malls. The buyer profile has primarily been opportunistic, all cash investors. PREIT has announced they have taken deposits on a package of three of their lower tier malls as well as selling one, (Palmer Park) to a high net worth individual.
- Following its spinoff from Simon Property Group, Washington Prime completed its acquisition of WP Gilmer, a Columbus Ohio based REIT. Renamed WP Gilmer, the company sold interests in five Class A assets into a joint venture with O'Connor Mall Partners LP, which gives them a 49 percent stake in Polaris Fashion Place in Columbus, the Mall at Johnson City in Tennessee, Pearridge Center in Aiea, Hawaii, Scottsdale Quarter in Scottsdale, Arizona, and the Town Center Plaza/Town Center Crossing retail complex in Leawood, Kansas. WP Gilmer retains the majority interest in the properties and will continue managing them.

Jefferies

Jefferies Equity Research reports that in 2015 REIT's returned a total of 2.5% collectively, a bit ahead of the S&P return of 1.5% for 2015. This is the 5th time in the past 6 years that REIT's have outperformed the broader market. Currently the company has a negative outlook on Mall REIT's and are concerned about an acceleration of store closures in Q1'16 due to weak holiday sales which may weigh on mall REIT earnings. The report notes that cap rates have fallen below pre-recession levels but the gap has widened between "A", "B" and "C" quality assets. Clearly Jefferies favors higher productivity malls given the difficulty in backfilling space from tenant bankruptcies and store closures that disproportionately affect "B" malls.

Stifel

that are anticipated between today and the future date of stabilization. A detailed calculation of the present value adjustment is presented below:

PRESENT VALUE CALCULATION				
Prospective Value (indicated by the Income Approach)				\$547,692,520
Absorption Period (years)		2.00		
Discount Rate		7.00%		
	Number of Periods	Cash Flow Amount	Discount Factor	Discounted Value
Year 1 Cash Flow	1	\$20,160,816	0.93458	\$18,841,884
Year 2 Cash Flow	2	\$23,858,406	0.87344	\$20,838,856
				\$39,680,740
Market Value As Is				
Present value of estimated Prospective Market Value At Stabilization discounted @ 7% over a 2-year holding period.				\$478,375,858
Plus: The present value of interim cash flows, including all costs, over the 2-year holding period discounted monthly @ 7% discount rate.				\$39,680,740
Total				\$518,056,598
Rounded to nearest \$100,000				\$518,100,000

Compiled by Cushman & Wakefield, Inc.

Yield Capitalization Method

In the Yield Capitalization Method, we employed ARGUS - Version 15 software to model the income characteristics of the property and to make a variety of cash flow assumptions. We attempted to reflect the most likely investment assumptions of typical buyers and sellers in this market segment.

General Cash Flow Assumptions

The start date of the Yield Capitalization analysis is August 01, 2016. We performed this analysis on a fiscal year basis. The analysis incorporates a forecast period of 11 years, and a holding period of 10 years.

The following table outlines the assumptions used in the Yield Capitalization analysis.

DISCOUNTED CASH FLOW MODELING ASSUMPTIONS		
VALUATION SCENARIO:	Market Value As-Is	
GENERAL CASH FLOW ASSUMPTIONS		GROWTH RATES
Cash Flow Software:	ARGUS - Version 15	Market Rent:
Cash Flow Start Date:	August 1, 2016	Miscellaneous Revenue:
Calendar or Fiscal Analysis:	Fiscal	Expenses:
Investment Holding Period:	10 Years	Tenant Improvements:
Analysis Projection Period:	11 Years	Real Estate Taxes:
		Tenant Sales Growth:
		3.00%
VACANCY & COLLECTION LOSS		RATES OF RETURN
Global Vacancy:	2.00%	Internal Rate of Return: (Cash Flow)
Global Collection Loss:	1.00%	Internal Rate of Return: (Reversion)
Total Vacancy & Collection Loss:	3.00%	Terminal Capitalization Rate:
		Reversionary Sales Cost:
Anchor Tenant Override Rate (Vacancy):	1.00%	Basis Point Spread (GAR/Ret vs. OAR/Ret)
Anchor Tenant Override Rate (Collection Loss):	0.50%	25 pts
CAPITAL EXPENDITURES		VALUATION
Reserves for Replacement (\$/SF):	\$0.25	Market Value As-Is
Other Deductions (\$)	None	Adjustments to Value
		\$480,339,733
		Adjusted Value
		\$480,339,733
		Rounded to nearest \$100,000
		\$480,300,000
		Value \$/SF
		\$388.26

Compiled by Cushman & Wakefield, Inc.

The following information was extracted from the PwC Investor Survey and was used to help determine our growth rate assumptions.

OTHER INVESTOR SURVEY INFORMATION				
Survey	Date	Range	Average	
PwC Second Quarter 2016	Rent Change Rate	0.00% - 5.00%	2.65%	
	Expense Change Rate	2.00% - 5.00%	3.00%	

PwC - Refers to National Regional Mall Market market regardless of class or occupancy

Leasing Assumptions

The contract lease terms for the existing tenants were used within the Yield Capitalization analysis with market leasing assumptions applied for renewals and absorption tenants. The income and expense information that was previously presented has been used as the basis for our market leasing projections.

The following chart summarizes the leasing assumptions that were used in preparing our Yield Capitalization analysis.

LEASING ASSUMPTIONS									
TENANT CATEGORY	Inline	Food Court	Risk	Major	Cinema	Jr. Anchor (1)	Department Store (2)		
RENOVATION COSTS									
Renewal Probability	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%		75.00%
Market Rent	\$45.15	\$200.00	\$300.00	\$13.00	\$20.00	\$10.00	\$10.00		\$4.00
Months Vacant	6.00	6.00	6.00	9.00	12.00	12.00	12.00		12.00
Tenant Improvements									
New Leases	\$25.00	\$25.00	\$0.00	\$20.00	\$20.00	\$20.00	\$20.00		\$20.00
Renewal Leases	\$1.00	\$1.00	\$0.00	\$1.00	\$1.00	\$1.00	\$1.00		\$1.00
First Generation (Lease)									
Leasing Commissions									
New Leases	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00		\$5.00
Renewal Leases	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50		\$2.50
NON-WEIGHTED ITEMS									
Lease Term (years)	10	10	10	10	10	10	10		20
Lease Term (Incentives/term)	Net (Fixed CAP)	Net (Fixed CAP)	Net (Fixed CAP)	Modified	Modified	Modified	Modified		Modified
Contract Rent Increase Projection	2.5% Annually	2.5% Annually	2.5% Annually	10.0% Every 5 Years		10.0% Every 5 Years			

Compiled by Cushman & Wakefield, Inc.
 (1) All Home and the former Best Buy Store

Renewal Probability

Upon lease expiration, it is our best estimate that there is a 75.00 percent probability that an existing tenant will renew their lease. While this figure might be high by some industry benchmarks, we believe it is a reasonable assumption for an investor to make. It is noted, however, that most of the major mall owner's in the U.S. report average tenant retention ratios of 80.0 to 85.0 percent for expiring specialty store leases across their portfolios.

Tenant Improvements

The principal component of this expense is ownership's estimated cost to prepare a vacant suite for tenant use. At the start of a new lease or at the expiration of an existing lease, we have made a provision for the likely expenditure of some monies on ownership's part for tenant improvement allowances. For inline and food court space, we have forecasted an alteration allowance of \$25.00 per square foot for new tenants (initial cost growing at expense growth rate) weighted by our turnover probability of 25.00 percent. We have also given an alteration allowance of \$1.00 for renewal (rollover) retail tenants. The blended rate based on our 75/25 turnover probability is therefore \$7.00 per square foot. For majors, junior anchors and department stores, we have forecasted a cost of \$20.00 per square foot for new tenants and \$1.00 per square foot for renewal tenants. These costs are forecasted to increase at our implied expense growth rate.

Leasing Commissions

Based upon our analysis of competing properties within the market, as well as our experience with other regional malls, we have made an allowance for leasing commissions for this assignment. A fairly typical structure is \$4.00-\$5.00 per square foot for new tenants and \$2.00-\$4.00 per square foot for renewal tenants. For new leases in this analysis, a commission of \$5.00 per square foot will be charged, while renewal leases will be charged \$2.50 per square foot. With the 75/25 probability assumption, the blended commission rate is about \$3.13 per foot. The cost is weighted by our renewal/turnover probability. For the cinema, junior anchor, and department store space, we assumed \$3.00 per square foot on a new lease and \$1.50 per square foot.

Capital reserves

We have assumed a reserve of \$0.25 per owned square foot.

Financial Assumptions

The financial assumptions used in the Yield Capitalization process are discussed in the following commentary.

Terminal Capitalization Rate Selection

A terminal capitalization rate was used to develop an opinion of the market value of the property at the end of the assumed investment holding period. The rate is applied to the net operating income following year 10 before making deductions for leasing commissions, tenant improvement allowances and reserves for replacement. We developed an opinion of an appropriate terminal capitalization rate based on rates in current investor surveys.

TERMINAL CAPITALIZATION RATES (OAR -)			
Survey	Date	Range	Average
PwC	Second Quarter 2016	4.00% - 9.00%	6.50%

PwC - Refers to National Regional Mall Market market regardless of class or occupancy

Investors will typically use a slightly more conservative overall rate when exiting an investment versus the rate that would be used going into the investment. This accounts both for the aging associated with the improvements over the course of the holding period, and for any unforeseen risks that might arise over that time period.

As a result, we applied a terminal rate of 5.25 percent in our analysis. This rate is 25 basis points above the overall rate going into the investment, which is considered reasonable.

Reversionary Sales Costs

We estimated the cost of sale at the time of reversion to be 3.00 percent, which is in keeping with local market practice.

Discount Rate Selection

We developed an opinion of future cash flows, including property value at reversion, and discounted that income stream at an internal rate of return (IRR) currently required by investors for similar-quality real property. The IRR (also known as yield) is the single rate that discounts all future equity benefits (cash flows and equity reversion) to an opinion of net present value.

The PwC Investor survey indicates the following internal rates of return for competitive properties:

DISCOUNT RATES (IRR)			
Survey	Date	Range	Average
PwC	Second Quarter 2016	5.50% - 11.50%	7.65%

PwC - Refers to National Regional Mall Market market regardless of class or occupancy

The above table summarizes the investment parameters of some of the most prominent investors currently acquiring similar investment properties in the United States. We realize that this type of survey reflects target rather than transactional rates. Transactional rates are usually difficult to obtain in the verification process and are actually only target rates of the buyer at the time of sale. The property's performance will ultimately determine the actual yield at the time of sale after a specific holding period.

The yield rate on a long-term real estate investment can also be compared with yield rates offered by alternative financial investments since real estate must compete in the open market for capital. In developing an appropriate risk rate for the subject, consideration has been given to a number of different investment opportunities. The following is a list of rates offered by other types of securities.

MARKET RATES AND BOND YIELDS (%)	
July 14, 2016	
Instrument	Rate
Reserve Bank Discount Rate	1.00%
Prime Rate	3.50%
3-Month Treasury Bills	0.31%
U.S. 10-Year Bonds	1.48%
U.S. 20-Year Bonds	1.77%
Corporate Bonds (Moody's Aaa rated)	3.24%

Source: Federal Reserve Statistical Release

Real estate investment typically requires a higher rate of return (yield) and is much influenced by the relative health of financial markets. A retail center investment tends to incorporate a blend of risk and credit based on the tenant mix, the anchors that are included (or excluded) in the transaction, and the assumptions of growth incorporated within the cash flow analysis. An appropriate discount rate selected for a retail center thus attempts to consider the underlying credit and security of the income stream, and includes an appropriate premium for liquidity issues relating to the asset.

There has historically been a consistent relationship between the spread in rates of return for real estate and the "safe" rate available through long-term treasuries or high-grade corporate bonds. A narrower gap between return

requirements for real estate and alternative investments has been created in recent years due to the abundance of third party financing, and the rise in property values. The Korpac Real Estate Investor survey provides a historical analysis that shows the differential between 10 Year Treasuries and Average yield rates. Historically, this differential has been from 400 to 700 basis points. Korpac also includes a comparison between long-term mortgage rates and yield rates. It appears that this relationship ranges from about 200 to 400 basis points. The relationship between average yields, mortgages and 10 Year Treasuries is summarized on the following chart:

Yield Indicators	2010 Average	2011 Average	2012 Average	2013 Average	2014 Average	2015 Average	2016 October	2016 January
PwC Yield Indicator	5.55%	5.05%	5.77%	6.39%	8.11%	7.52%	7.75%	7.73%
Long-Term Mortgages	5.65%	5.21%	4.48%	4.15%	4.48%	4.21%	4.31%	4.49%
10-Year Treasuries	3.31%	2.96%	1.86%	2.22%	2.69%	2.34%	2.05%	2.24%
Consumer Price Index Change	1.17%	1.49%	2.16%	0.97%	1.66%	1.09%	-1.37%	-1.55%

Spread to PPI (Basis Points)

	2010	2011	2012	2013	2014	2015	2016 October	2016 January
Long-Term Mortgages/Yield Rate Differential	398	384	429	423	363	351	344	324
10-Year Treasuries/Yield Rate Differential	627	609	691	617	542	548	570	549
Consumer Price Index Change/Yield Rate Differential	841	556	661	742	645	763	912	928

Source: PriceWaterhouseCoopers, Investor Survey - First Quarter 2016

In addition to the survey, we have also estimated an appropriate discount rate based on the formula Y = R + CR. This formula states that the discount rate is equal to the overall rate (Going in rate) plus the value increase over the holding period. The reversion value derived in the tenth year of the discounted cash flow analysis is approximately \$597,400,000. In the direct capitalization analysis, the value conclusion is \$547,500,000. This value increase over the eight-year period indicates an annual value increase of 1.10 percent. When added to the 5.00 percent used in the direct capitalization analysis, the indicated yield rate is 6.10 percent.

We previously discussed all factors that would influence our selection of a discount rate for the subject property. On an As is basis the subject property represents somewhat of a management intensive project which would attract interest from those investors with the ability and expertise to complete the lease-up of the center to a stabilized operating level. As such we believe an investor would seek an IRR which would compensate for the risk of the property as well as the added risk of leasing. We believe a discount rate of 7.00 percent to be appropriate for the valuation of the property on As is basis.

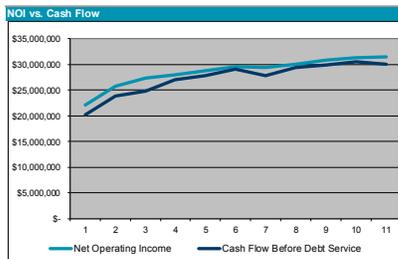
The ARGUS - Version 15 cash flow is presented on the following page. The cash flow commencement date is August 1, 2016.

Yield Capitalization Method Conclusion

Our cash flow projection and valuation matrix are attached at the end of this section.

ANNUAL CASH FLOW REPORT Carousal Center	Annual Cash Flow										
	1	2	3	4	5	6	7	8	9	10	11
For the Year Beginning	Jul-17	Aug-17	Aug-17	Aug-17	Aug-20	Aug-21	Aug-22	Aug-23	Aug-24	Aug-25	Aug-26
For the Year Ending	Jul-17	Jul-18	Jul-19	Jul-20	Jul-21	Jul-22	Jul-23	Jul-24	Jul-25	Jul-26	Jul-27
Base Rent Revenues	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970
Base Rent Allowance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Base Rent Income	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970
Non-Resident Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Real Estate Revenue	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970	\$ 462,970
CM	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719	\$ 3,809,719
Energy	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569
Insurance	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569
Management Recoveries	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569	\$ 186,569
Total Non-Recurring Revenue	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686	\$ 766,686
Specialty Rent	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
Other Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating Expenses	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)	\$ (4,020,000)
Effective Gross Revenue	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555
CM	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555	\$ 2,949,555
Energy	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608
Insurance	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608
Management Fees	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608	\$ 143,608
Total Operating Expenses	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824	\$ 430,824
Net Operating Income	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731	\$ 2,518,731
Capital Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Depreciation	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947
Total Leasing Capital Costs	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947	\$ 1,446,947
Operating Cash Flow	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784	\$ 1,071,784
Initial Cash Flow	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000	\$ 445,000
Cash on Cash Return	44%	45%	46%	47%	48%	49%	50%	51%	52%	53%	54%

The following graph depicts the forecasted change in both net income and net cash flow over the analysis period.



The results of the Yield Capitalization analysis are presented below:

PRICING MATRIX - Market Value As-Is					
Terminal Cap Rates	6.50%	6.75%	7.00%	7.25%	7.50%
4.75%	\$ 531,615,309	\$ 521,360,796	\$ 511,349,751	\$ 501,575,672	\$ 492,032,245
5.00%	\$ 514,554,367	\$ 504,695,222	\$ 495,069,492	\$ 485,670,950	\$ 476,493,953
5.25%	\$ 498,118,276	\$ 489,516,846	\$ 480,339,733	\$ 471,380,963	\$ 462,524,737
5.50%	\$ 482,485,466	\$ 473,909,232	\$ 465,949,044	\$ 458,199,157	\$ 449,853,995
5.75%	\$ 472,272,900	\$ 463,393,684	\$ 454,722,782	\$ 446,254,899	\$ 437,984,621

IRR Reversion	6.50%	6.75%	7.00%	7.25%	7.50%
Cost of Sale at Reversion:					3.00%
Percent Residual:					61.33%
Rounded to nearest \$100,000	\$160,000	\$480,300,000	\$388,26		

Based on the rates selected, the value via the Yield Capitalization analysis is estimated at \$480,300,000, rounded. The reversion contributes 61.33 percent to this value estimate.

Reconciliation within the Income Capitalization Approach

The following is a summary of our concluded values in the Income Capitalization Approach:

INCOME CAPITALIZATION APPROACH CONCLUSION			
Methodology	Market Value		PSF
	As-Is	PSF	
Yield Capitalization	\$480,300,000	\$388.26	
Direct Capitalization	\$518,100,000	\$442.58	
Income Approach Conclusion	\$500,000,000	\$404.19	

Compiled by Cushman & Wakefield, Inc.

Reconciliation and Final Value Opinion

Valuation Methodology Review and Reconciliation

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as this subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value.

The approaches indicated the following:

FINAL VALUE RECONCILIATION		
	Market Value As-Is	PSF
Date of Value	July 8, 2016	
Land Valuation		
Land Value	\$30,000,000	
Land Value PSF of GLA	\$200	
Sales Comparison Approach		
Percentage Adjustment Method	\$504,300,000	\$407.66
Conclusion	\$504,300,000	\$407.66
Income Capitalization Approach		
Yield Capitalization	\$480,300,000	\$388.26
Direct Capitalization	\$518,100,000	\$442.58
Conclusion	\$500,000,000	\$404.19
Final Value Conclusion	\$500,000,000	\$404.19

Compiled by Cushman & Wakefield, Inc.

We gave most weight to the Sales Comparison and Income Capitalization Approaches because this mirrors the methodologies used by purchasers of this property type. The Yield Capitalization Approach is the most appropriate based on the various cash flows associated with owning and managing multi-tenant retail properties. We have also given consideration to the Sales Comparison Approach. Based on the subject's occupancy history and current condition, the Sales Comparison Approach is considered an appropriate valuation approach and provides a check on the reasonableness of the Yield Capitalization Method. The Direct Capitalization Approach offers support to these models, but not considered a primary valuation approach based on the varying cash flows associated with the changing cash flow and lease rollover at the subject property.

Value Conclusions

Appraisal Premise	Real Property Interest	Date Of Value	Value Conclusion
Market Value As-Is	Leased Fee	July 08, 2016	\$500,000,000
Insurable Value	N/A	July 08, 2016	\$351,200,000

Compiled by Cushman & Wakefield, Inc.

Exposure Time

Based on our review of national investor surveys, discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded

within this report would have been approximately six (6) months. This assumes an active and professional marketing plan would have been employed by the current owner.

Insurable Replacement Cost/Insurable Value

At the Client's request, we provided an insurable value (commonly referred to as insurable replacement cost) estimate. The estimate is based on figures typically derived from the Marshall and Swift (M&S) Commercial Cost Explorer and is developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage for replacing any structure. This analysis should not be relied upon to determine insurance coverage. Furthermore, we make no warranties regarding the accuracy of this estimate.

Insurable Replacement Cost and/or Insurable Value are directly related to the portion of the real estate that is covered under the asset's insurance policy. We based this opinion on the building's replacement cost new (RCN) which has no direct correlation with its actual market value.

There are many variations and requirements specified by various clients. Hence, we employed the Client's requirements as defined in their letter of engagement attached in the addenda hereto, unless of course the Client and/or engagement letter is silent, in which case we employed our typical method for estimating Insurable Value/Insurable Replacement Cost described below.

Unless overridden by the Client's letter of engagement/requirements, we developed an opinion of RCN using the Calculator Method developed by Marshall & Swift. The RCN is the total construction cost of a new building with the same specifications and utility as the building being appraised, but built using modern technology, materials, standards and design. For insurance purposes, RCN includes all direct costs necessary to construct the building improvements. Items that are not considered include land value, site improvements, indirect costs, depreciation and entrepreneurial profit. To develop an opinion of insurable value/insurable replacement cost, exclusions for below-grade foundations and architectural fees were deducted from RCN.

The Insurable Replacement Cost and/or Insurable Value summary is presented on the following page:

INSURABLE REPLACEMENT COST/INSURABLE VALUE SUMMARY					
DESCRIPTION	IMPROVEMENTS (STRUCTURES)				
	Chroma Retail Stores	Mall Shops Regional SC	Common Areas Mall Concourse	Anchor/Majors A-B	Parking Decks A
Marshall & Swift - Improvement Type	C	A-B	A-B	A-B	A
Construction Class	Good	Good	Good	Good	Good
Quality of Construction	Section 16	Section 13	Section 13	Section 13	Section 14
Marshall & Swift - Section	Page 13	Page 35	Page 36	Page 27	Page 34
Date	Aug-15	May-16	May-16	May-16	Feb-16
Number of Stories	1	3	3	2	1
Base SF Cost	\$143.50	\$154.29	\$118.40	\$162.34	\$70.41
SQUARE FOOT REFINEMENTS					
HVAC Refinements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sprinklers	\$2.50	\$2.50	\$2.50	\$2.50	\$2.15
Elevators	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Base Cost	\$146.00	\$156.79	\$120.90	\$164.84	\$72.56
HEIGHT AND SIZE REFINEMENTS					
Number of Stories	1,000	1,010	1,010	1,000	1,000
Height Per Story	1,000	1,000	1,000	1,000	1,000
Perimeter	1,000	1,000	1,000	1,000	1,000
Adjusted Base Cost	\$146.00	\$156.36	\$122.11	\$164.94	\$72.56
FINAL CALCULATIONS					
Current Cost Multiplier	1.030	1.030	1.030	1.030	1.010
Local Area Multiplier	1.140	1.130	1.130	1.130	1.130
Prospective Multiplier	1.000	1.000	1.000	1.000	1.000
Adjusted SF Cost	\$171.43	\$184.31	\$142.12	\$191.85	\$82.81
TIMES: SF for Replacement Cost Purposes	76,000	475,633	499,953	683,883	582,300
Adjusted Cost	\$13,028,923	\$87,665,231	\$71,054,653	\$131,203,950	\$48,221,852
REPLACEMENT COST SUMMARY (STRUCTURES)					
Adjusted Base Costs	\$13,028,923	\$87,665,231	\$71,054,653	\$131,203,950	\$48,221,852
PLUS: Indirect Costs	0.0%	0	0	0	0
	\$13,028,923	\$87,665,231	\$71,054,653	\$131,203,950	\$48,221,852
Total includes all component / building costs as detailed above					
INSURABLE REPLACEMENT COST/INSURABLE VALUE SUMMARY					
Insurable Value Type					Insurable Value As-Is
Cost Source:					Marshall Valuation Service
Replacement Cost New	\$13,028,923	\$87,665,231	\$71,054,653	\$131,203,950	\$48,221,852
Insurance Exclusions					
Foundations Below Grade	0.0%	0.0%	0.0%	0.0%	0.0%
Piping Below Grade (Negligible)	0.0%	0.0%	0.0%	0.0%	0.0%
Architect Fees	0.0%	0.0%	0.0%	0.0%	0.0%
Total Insurance Exclusion Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%
Total Insurance Exclusion Amount	\$0	\$0	\$0	\$0	\$0
Adjusted Costs (Structures)	\$13,028,923	\$87,665,231	\$71,054,653	\$131,203,950	\$48,221,852
INDICATED INSURABLE REPLACEMENT COST					\$351,174,698
Rounded to the Nearest	\$100,000				\$351,200,000
Total Structures (SF)					2,317,750
Conclusion PSF of All Structures					\$151.53

Assumptions and Limiting Conditions

"Report" means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

"Property" means the subject of the Report.

"Cushman & Wakefield" means Cushman & Wakefield, Inc. or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of Cushman & Wakefield who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated.
- No survey of the Property was undertaken.
- The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Cushman & Wakefield shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Cushman & Wakefield any inaccuracies or errors that it believes are contained in the Report.
- The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
- The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analyses. Publication of the Report or any portion thereof without the prior written consent of Cushman & Wakefield is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Cushman & Wakefield's prior written consent. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Cushman & Wakefield in writing to use or rely thereon, hereby agrees to indemnify and hold Cushman & Wakefield, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).
- Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
- The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
- The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Cushman & Wakefield assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity or completeness of lease information provided by others. Cushman & Wakefield recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

- The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Cushman & Wakefield make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials that may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Cushman & Wakefield recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
- Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Cushman & Wakefield recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.
- If the Report is submitted to a lender or investor with the prior approval of Cushman & Wakefield, such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this Report.
- In the event of a claim against Cushman & Wakefield or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by Cushman & Wakefield or its affiliates for this Report and under no circumstances shall any claim for consequential damages be made.
- If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Cushman & Wakefield, its employees and the Appraiser have no liability to such recipients. Cushman & Wakefield disclaims any and all liability to any party other than the party that retained Cushman & Wakefield to prepare the Report.
- Any estimate of insurable value, if included within the agreed upon scope of work and presented within this report, is based upon figures derived from a national cost estimating service and is developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage for replacing any structure. This analysis should not be relied upon to determine insurance coverage. Furthermore, we make no warranties regarding the accuracy of this estimate.
- Unless otherwise noted, we were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
- Unless otherwise noted, we were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
- Unless otherwise noted, we were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
- Unless otherwise noted, we observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.

- Unless otherwise noted, we did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
- By use of this Report each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

Certification of Appraisal

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Richard W Latella, MAI, FRICS did make a personal inspection of the property that is the subject of this report.
- We performed a previous appraisal involving the subject property within the three-year period immediately preceding the acceptance of the assignment.
- William Sutura provided significant real property appraisal assistance to the persons signing this report.
- As of the date of this report, Richard W Latella, MAI, FRICS, has completed the continuing education program for Designated Members of the Appraisal Institute.



Richard W Latella, MAI, FRICS
Executive Managing Director, Practice Lead
– Retail
NY Certified General Appraiser
License No. 46000003892
richard.latella@cushwake.com
212-841-7675 Office Direct

Addenda Contents

- Addendum A: Glossary of Terms & Definitions
- Addendum B: Client Satisfaction Survey
- Addendum C: Engagement Letter
- Addendum D: Comparable Improved Sale Data Sheets
- Addendum E: Legal Description
- Addendum F: Argus Reports
- Addendum G: Certifications & Qualifications of the Appraiser

Addendum A: Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2016), published by the Appraisal Institute, Chicago, IL, as well as other sources.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

Cash Equivalency

An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.

Depreciation

1. In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method.

Disposition Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consumption of a sale will occur within a limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. In the case of Disposition value, the seller would be acting under compulsion within a limited future marketing period.

Ellwood Formula

A yield capitalization method that provides a formulaic solution for developing a capitalization rate for various combinations of equity yields and mortgage terms. The formula is applicable only to properties with stable or stabilized income streams and properties with income streams expected to change according to the J or K-factor pattern. The formula is $RD + YE = M(VE + P(SM - RM) - \Delta O 1/S n^*) / (1 + \Delta J)$ where RD = Overall Capitalization Rate YE = Equity Yield Rate M = Loan-to-Value Ratio P = Percentage of Loan Paid Off $1/S n^*$ = Sinking Fund Factor at the Equity Yield Rate RM = Mortgage Capitalization Rate

ΔO = Change in Total Property Value
 ΔI = Total Ratio Change in Income
 J = J Factor
Also called mortgage-equity formula.

Exposure Time

1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. See also marketing time.

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Insurable Replacement Cost/Insurable Value

A type of value for insurance purposes.

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Leased Fee Interest

A leasehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest

The tenant's possessory interest created by a lease. See also negative leasehold; positive leasehold.

Liquidation Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consumption of a sale will occur within a severely limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- The buyer is acting in what he or she considers his or her best interest.
- A limited marketing effort and time will be allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. Under market value, the seller would be acting in his or her own best interests. The seller would be acting prudently and knowledgeably, assuming the price is not affected by undue stimulus or atypical motivation. In the case of liquidation value, the seller would be acting under extreme compulsion within a severely limited future marketing period.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Market Value

As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated.
- Both parties are well informed or well advised, and acting in what they consider their own best interests.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisor Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) See also exposure time.

Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

Operating Expenses

Other Taxes, Fees & Permits - Personal property taxes, sales taxes, utility taxes, fees and permit expenses.

Property Insurance - Coverage for loss or damage to the property caused by the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief, and additional perils.

¹ Interagency Appraisal and Evaluation Guidelines, Federal Register 75-237 (December 10, 2010) p. 77472.

Management Fees - The sum paid for management services. Management services may be contracted for or provided by the property owner. Management expenses may include supervision, on-site offices or apartments for resident managers, telephone service, clerical help, legal or accounting services, printing and postage, and advertising. Management fees may occasionally be included among recoverable operating expenses.

Total Administrative Fees - Depending on the nature of the real estate, these usually include professional fees and other general administrative expenses, such as rent of offices and the services needed to operate the property. Administrative expenses can be provided either in the following expense subcategories or in a bulk total: 1) Professional Fees - Fees paid for any professional services contracted for or incurred for property operation; or 2) Other Administrative - Any other general administrative expenses incurred in property operation.

Heating Fuel - The cost of heating fuel purchased from outside producers. The cost of heat is generally a tenant expense in single-tenant, industrial or retail properties, and apartment projects with individual heating units. It is a major expense item shown in operating statements for office buildings and many apartment properties. The fuel consumed may be coal, oil, or public steam. Heating supplies, maintenance, and workers' wages are included in this expense category under certain accounting methods.

Electricity - The cost of electricity purchased from outside producers. Although the cost of electricity for leased space is frequently a tenant expense, and therefore not included in the operating expense statement, the owner may be responsible for lighting public areas and for the power needed to run elevators and other building equipment.

Gas - The cost of gas purchased from outside producers. When used for heating and air conditioning, gas can be a major expense item that is either paid by the tenant or reflected in the rent.

Water & Sewer - The cost of water consumed, including water specially treated for the circulating ice water system, or purchased for drinking purposes. The cost of water is a major consideration for industrial plants that use processes depending on water and for multifamily projects, in which the cost of sewer service usually ties to the amount of water used. It is also an important consideration for laundries, restaurants, taverns, hotels, and similar operations.

Other Utilities - The cost of other utilities purchased from outside producers.

Total Utilities - The cost of utilities net of energy sales to stores and others. Utilities are services rendered by public and private utility companies (e.g., electricity, gas, heating fuel, water/sewer and other utilities providers). Utility expenses are provided either in expense subcategories or in a bulk total. **Repairs & Maintenance** - All expenses incurred for the general repairs and maintenance of the building, including common areas and general upkeep. Repairs and maintenance expenses include elevator, HVAC, electrical and plumbing, structural/roof, and other repairs and maintenance expense items. Repairs and Maintenance expenses can be provided either in the following expense subcategories or in a bulk total: 1) Elevator - The expense of the contract and any additional expenses for elevator repairs and maintenance. This expense item may also include escalator repairs and maintenance. 2) HVAC - The expense of the contract and any additional expenses for heating, ventilation and air-conditioning systems. 3) Electrical & Plumbing - The expense of all repairs and maintenance associated with the property's electrical and plumbing systems. 4) Structural/Roof - The expense of all repairs and maintenance associated with the property's building structure and roof. 5) Pest Control - The expense of insect and rodent control. 6) Other Repairs & Maintenance - The cost of any other repairs and maintenance items not specifically included in other expense categories.

Common Area Maintenance - The common area is the total area within a property that is not designed for sale or rental, but is available for common use by all owners, tenants, or their invitees, e.g., parking and the surroundings, walkways, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. Common Area Maintenance (CAM) expenses can be entered in bulk or through the sub-categories: 1) Utilities - Cost of utilities that are included in CAM charges and passed through to tenants. 2) Repair & Maintenance - Cost of repair and maintenance items that are included in CAM charges and passed through to tenants. 3) Parking Lot Maintenance - Cost of parking lot maintenance items that are included in CAM charges and passed through to tenants. 4) Snow Removal - Cost of snow removal that are included in CAM charges and passed through to tenants. 5) Grounds Maintenance - Cost of ground maintenance items that are included in CAM charges and passed through to tenants. 6) Other CAM expenses are items that are included in CAM charges and passed through to tenants.

Painting & Decorating - This expense category is relevant to residential properties where the landlord is required to prepare a dwelling unit for occupancy in between tenancies.

Cleaning & Janitorial - The expenses for building cleaning and janitorial services, for both daytime and night-time cleaning and janitorial service for tenant spaces, public areas, atriums, elevators, restrooms, windows, etc. Cleaning and Janitorial expenses can be provided either in the following subcategories or entered in a bulk total: 1) Contract Services - The expense of cleaning and janitorial services contracted with outside service providers. 2) Supplies, Materials & Misc. - The cost any cleaning materials and any other janitorial supplies required for property cleaning and janitorial services and not covered elsewhere. 3) Trash Removal - The expense of property trash and rubbish removal and related services. Sometimes this expense item includes the cost of pest control and/or snow removal. 4) Other Cleaning/Janitorial - Any other cleaning and janitorial related expenses not included in other specific expense categories.

Advertising & Promotion - Expenses related to advertising, promotion, sales, and publicity and all related printing, stationary, artwork, magazine space, broadcasting, and postage related to marketing.

Professional Fees - All professional fees associated with property leasing activities including legal, accounting, data processing, and auditing costs to the extent necessary to satisfy tenant lease requirements and permanent lender requirements.

Total Payroll - The payroll expenses for all employees involved in the ongoing operation of the property, both salaries and wages are not included in other expense categories. Payroll expenses can be provided either in the following subcategories or entered in a bulk total: 1) Administrative Payroll - The payroll expenses for all employees involved in on-going property administration. 2) Repair & Maintenance Payroll - The expense of all employees involved in on-going repairs and maintenance of the property. 3) Cleaning Payroll - The expense of all employees involved in providing on-going cleaning and janitorial services to the property. 4) Other Payroll - The expense of any other employees involved in providing services to the property not covered in other specific categories.

Security - Expenses related to the security of the Lessees and the Property. This expense item includes payroll, contract services and other security expenses not covered in other expense categories. This item also includes the expense of maintenance of security systems such as alarms and closed circuit television (CCTV), and ordinary supplies necessary to operate a security program, including batteries, control forms, access cards, and security uniforms.

Roads & Grounds - The cost of maintaining the grounds and parking areas of the property. This expense can vary widely depending on the type of property and its total area. Landscaping improvements can range from low to extensive beds, gardens and trees. In addition, hard-surfaced public parking areas with drains, lights, and marked car spaces are subject to intensive wear and can be costly to maintain.

Other Operating Expenses - Any other expenses incurred in the operation of the property not specifically covered elsewhere.

Real Estate Taxes - The tax levied on real estate (i.e., on the land, appurtenances, improvements, structures and buildings); typically by the state, county and/or municipality in which the property is located.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved setback or a stabilized level of long-term occupancy.

Prospective Value upon Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

Special, Unusual, or Extraordinary Assumptions

Before completing the acquisition of a property, a prudent purchaser in the market typically exercises due diligence by making customary enquiries about the property. It is normal for a Valuer to make assumptions as to the most likely outcome of this due diligence process and to rely on actual information regarding such matters as provided by the client. Special, unusual, or extraordinary assumptions may be any additional assumptions relating to matters covered in the due diligence process, or may relate to other issues, such as the identity of the purchaser, the physical state of the property, the presence of environmental pollutants (e.g., ground water contamination), or the ability to redevelop the property.

3. The appraiser communicated effectively by listening to your concerns, showed a sense of urgency in responding, and provided convincing support of his/her conclusions:

- ___ Not Applicable
___ Excellent
___ Good
___ Average
___ Below Average
___ Poor

Comments: _____

4. The report was on time as agreed, or was received within an acceptable time frame if unforeseen factors occurred after the engagement:

- ___ Yes
___ No

Comments: _____

5. Please rate your overall satisfaction relative to cost, timing, and quality:

- ___ Excellent
___ Good
___ Average
___ Below Average
___ Poor

Comments: _____

6. Any additional comments or suggestions you feel our National Quality Control Committee should know?

Addendum B: Client Satisfaction Survey

Survey Link: https://www.surveymonkey.com/r/vaclientsatisfaction?c=16-15001-900201-001
Cushman & Wakefield File ID: 16-15001-900201-001
Fax Option: (716) 852-0890

1. Based on the scope and complexity of the assignment, please rate the development of the appraisal relative to the adequacy and relevance of the data, the appropriateness of the techniques used, and the reasonableness of the analyses, opinions, and conclusions:

- ___ Excellent
___ Good
___ Average
___ Below Average
___ Poor

Comments: _____

2. Please rate the appraisal report on clarity, attention to detail, and the extent to which it was presentable to your internal/external users without revisions:

- ___ Excellent
___ Good
___ Average
___ Below Average
___ Poor

Comments: _____

7. Would you like a representative of our National Quality Control Committee to contact you?

- ___ Yes
___ No

Name & Phone (if contact is desired): _____

Contact Information: Scott Schafer
Senior Managing Director, National Quality Control
(716) 852-7500, ext. 121

Addendum C:
Engagement Letter

Richard W. Laisella, MAI, FRICS
Executive Managing Director
Practice Lead - Retail



July 1, 2016
Mr. Bruce Kenan
CAROUSEL CENTER COMPANY LP
4 Clinton Square
Syracuse, NY 13202

Re: Carousel Center Company LP
9090 Carousel Center Drive
Syracuse, New York, NY 13204

Dear Mr. Kenan:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties To This Agreement: Cushman & Wakefield, Inc. and/or its designated affiliate or subsidiary (herein at times referred to as "C&W") and CAROUSEL CENTER COMPANY LP (herein at times referred to as the "Client")

Intended Users: The appraisal will be prepared for the Client and is intended only for the use specified below. The Client agrees that there are no other Intended Users.

Intended Use: The appraisal is intended to be utilized as part of an Offering Memorandum, which will be used in connection with a bond offering (the "Bonds" or the "Offering") to refund certain bonds that were previously issued in 2007. It is our understanding that the analysis will be incorporated in an Offering Memorandum (OM), which will be used in connection with the Offering. We will consent to such inclusion of the appraisal in the OM subject to our review and approval of the manner in which it is included and referred to and the execution of an indemnity agreement from a party satisfactory to C&W and in a form satisfactory to us. C&W agrees and acknowledges that that Carousel Center is a satisfactory indemnitor and the form indemnity attached hereto as Exhibit A is acceptable to C&W. We agree the appraisal may also be relied upon by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the underwriters of the Bonds, by the rating agencies in connection with their rating of the Bonds, by any party required to provide its consent to the issuance of the bonds, and by the municipal bond insurance provider(s), if any, that may be solicited to provide an insurance policy in connection with the Bonds or the Offering. It may not be

CUSHMAN & WAKEFIELD 170



Mr. Bruce Kenan
CAROUSEL CENTER COMPANY LP
June 28, 2016
Page 2

Intended Use: distributed or relied upon by any other persons or entities without the written permission of C&W.
In connection with the refinancing of an existing bond financing secured by payments-in-lieu-of-taxes ("PILOT Payments") secured by first lien mortgages (the "PILOT Mortgages"), and payable by the Client.

Type of Opinion and Rights Appraised: Market value of the property whose revenues are available to make the PILOT Payments and is subject to the PILOT Mortgages (the "PILOT Parcel"). We will also estimate land and insurable value.

Date of Value: • Date of inspection

Subject of the Assignment and Relevant Characteristics: The property to be appraised is the component of Destiny USA constituting the PILOT Parcel, formerly known as Carousel Center, an approximate 1,580,000 square foot Super Regional mall containing 150 tenants. The property is located in Syracuse, New York.

Assignment Conditions: We do not anticipate incorporating any extraordinary assumptions and/or hypothetical conditions. Should such conditions arise during the appraisal process, we will advise the Client and disclose said conditions within the appraisal report.

II. ANTICIPATED SCOPE OF WORK

USPAP Compliance: C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
- Income Capitalization Approach
- Sales Comparison Approach

III. REPORTING AND DISCLOSURE

Scope of Work Disclosure: The actual Scope of Work will be reported within the report.

Reporting Option: The appraisal will be communicated in an Appraisal Report

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee: \$20,000. All invoices are due upon receipt. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgment of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Mr. Bruce Kenan
CAROUSEL CENTER COMPANY LP
June 28, 2016
Page 3

Additional Expenses: C&W will bill for travel expenses up to \$1,500 related to the preparation of the report. Should it be necessary for us to provide follow up services including meetings beyond the initial scope of this engagement, you agree to be billed at our customary hourly rates plus any additional travel expenses.

Retainer: A retainer is not required for this assignment in order to commence work.

Report Copies: The final report will be delivered in electronic format. Up to three hard copies will be provided upon request.

Start Date: The appraisal process will initiate upon receipt of our signed agreement letter, as well as the receipt of the property-specific data.

Acceptance Date: This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

Report Delivery: We agree to deliver our report on or before July 13, 2016 assuming receipt of your written authorization to proceed, together with the prompt receipt of all necessary property and financial information. The Client will have 10 days after delivery of the report within which to comment, after which a final report will be submitted and the fee will be due and payable.

Changes to Agreement: The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

Prior Services Disclosure: USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) has provided prior services within the designated time frame.

Conflicts of Interest: C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment we reserve the right to withdraw from the assignment without penalty.

Further Conditions of Engagement: The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement, except to the extent directly contradicted by this letter of engagement (for instance, references different time periods than this letter).
To induce C&W, Inc. to consent to the reference to the appraisal report in certain public filings which may be made as part of this financing, we may require that we receive an executed Indemnity Agreement in a form acceptable to us. Reference is made to such form in the Addenda of this proposal.

Additional Conditions: Any consent to the Intended Use is subject to the following:

1. C&W's approval of the reference to the appraisal, such approval not to be unreasonably withheld. Client agrees

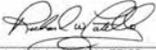


to pay the reasonable fees of C&W's legal counsel for the review of the form and content of a Consent Letter, a summary of the reports contained in the Offering.

- 2. Receipt of a duly executed indemnity agreement from an entity acceptable to C&W and in the form attached hereto from the Client with the Exhibit A thereto appropriately completed to the satisfaction of C&W, acting reasonably.

Thank you for calling on us to render these services and we look forward to working with you.

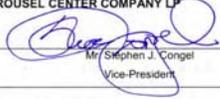
Sincerely,
CUSHMAN & WAKEFIELD, INC.


Richard V. Latella, MAI, FRICS
Executive Managing Director

cc: Robert Utter

AGREED:

CLIENT: CAROUSEL CENTER COMPANY LP

By:  Date: July 1, 2016
Mr. Stephen J. Congel
Vice-President

Title: _____

E-mail Address/Phone & Fax Nos.: _____



INDEMNITY AGREEMENT

To induce Cushman & Wakefield, Inc. or one or more of its subsidiaries (herein, "C&W") to consent to the reference to the appraisal report described in the annexed Exhibit "A" (the "Report") in the materials also described in Exhibit "A," the undersigned indemnitor(s) ("Indemnitor") agrees to the provisions of this Indemnity Agreement.

1. Indemnitor agrees to indemnify and hold harmless C&W, its affiliates and their respective directors, officers, employees, agents and controlling persons (each an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which any Indemnified Party may become subject in connection with or arising out of or relating to the reference to, or inclusion of, the Report, or portions thereof, or to C&W, in the materials described in Exhibit "A," or any actions taken or omitted, services performed or matters contemplated by or in connection with the such inclusion or reference, and to reimburse each Indemnified Party promptly upon demand for expenses (including fees and expenses of legal counsel) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any litigation, proceeding or other action in respect thereof, including any amount paid in settlement of any litigation or other action (commenced or threatened), to which the Indemnitor shall have consented in writing (such consent not to be unreasonably withheld), whether or not any Indemnified Party is a party and whether or not liability resulted; provided, however, that the Indemnitor shall not be liable under the foregoing indemnity agreement in respect of any loss, claim, damage or liability to the extent that a court having competent jurisdiction shall have determined by a final judgment (not subject to further appeal) that such loss, claim, damage or liability resulted from the willful misfeasance or gross negligence of such Indemnified Party.
2. An Indemnified Party shall have the right to retain separate legal counsel of its own choice to conduct the defense and all related matters in connection with any such litigation, proceeding or other action. The Indemnitor shall pay the fees and expenses of such legal counsel and such legal counsel shall to the fullest extent consistent with its professional responsibilities cooperate with the Indemnitor and any legal counsel designated by the Indemnitor.
3. In the event that the indemnity provided for herein is unenforceable, then the Indemnitor shall contribute to amounts paid or payable by an Indemnified Party in respect of such Indemnified Party's expenses, losses, claims, damages and liabilities as to which the indemnity provided for herein is unavailable (i) in such proportion as appropriately reflects the relative benefits received by the Indemnitor, on the one hand, and C&W, on the other hand, in connection with the matters as to which such losses, claims, damages or liabilities relate, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as appropriately reflects not only the relative benefits referred to in clause (i) but also the relative fault of the Indemnitor, on the one hand, and C&W, on the other hand, as well as any other equitable considerations. The amount paid or payable by the party in respect of losses, claims, damages and liabilities referred to above shall



be deemed to include any legal or other fees and expenses incurred in defending any litigation, proceeding or other action or claim. Notwithstanding the provisions hereof, C&W shall not be required to contribute any amount in excess of the amount of fees actually received by C&W in connection with the above referenced appraisal report.

4. All notices under this Agreement shall be in writing and shall be deemed to have been given when sent by certified mail, return receipt requested, postage prepaid, or when personally delivered.
5. The liability of the Indemnitor hereunder, if more than one party, shall be joint and several.
6. Any provision of this Agreement which is prohibited or unenforceable shall not affect or invalidate the remaining provisions hereof which shall continue in full force and effect.
7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

This Agreement dated as of the 1st day of July, 2016 shall inure to the benefit of each Indemnified Party, its successors and assigns, and be binding upon Indemnitor and its successors and assigns.

Indemnitor(s):

By: 

Exhibit "A"
to
Indemnity Agreement given by

("Indemnitor")
in favor of
C&W, as defined therein and its affiliates

Appraisal, as of July 8th, 2016 of certain property described as follows: Carousel Center, an enclosed regional mall which can be described as the original component of the project known as Destiny USA. Destiny USA is a destination retail and entertainment center with approximately 2.3 million square feet of GLA. Carousel Center contains approximately 1,580,000 square feet and has upwards of 150 tenants. It is located at 9090 Carousel Center Drive in Syracuse, New York.

The Appraisal is issued by Cushman & Wakefield of Inc.

To be referenced in the following material:

One or more preliminary and final offering memoranda relative to tax-exempt and taxable refunding bonds to be issued by the City of Syracuse Industrial Development Authority and principally secured by PILOT payments relating to Carousel Center together with submissions to rating agencies and bond insurers in connection with the rating and potential insurance of such bonds.



CONDITIONS OF ENGAGEMENT

- The Client should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. Unless C&W consents in writing, the appraisal cannot be used by any party or for any purpose other than the Client for the purpose specified in this engagement letter.
- Federal banking regulations require banks and savings and loan associations to employ appraisers where a FIRREA compliant appraisal must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions, including mortgage bankers/brokers. Because of that requirement, this appraisal, if ordered independent of a financial institution or agent, may not be accepted by a federally regulated financial institution. The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the Standards of Professional Practice and the Code of Ethics of the Appraisal Institute.
- The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and C&W, its employees and the appraiser have no liability to such recipients. C&W disclaims any and all liability to any party other than the party which retained C&W to prepare the appraisal.
- In the event the Client provides a copy of this appraisal to, or permits reliance thereon by, any person or entity not authorized by C&W in writing to use or rely thereon, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorney's fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such unauthorized person or entity.
- The balance of the fee for the appraisal will be due upon delivery of the report. Payment of the fee is not contingent on the appraised value, outcome of the consultation report, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.
- Client will have up to twenty-one (21) days from receipt of the draft report to communicate its review to C&W. C&W will respond to Client's review of C&W's draft report within five (5) business days of Client's communication to C&W. C&W reserves the right to bill Client for responding to Client's review beyond this time period.
- If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorney's fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party, is entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential damages be made.
- It is acknowledged that any opinions and conclusions expressed by the professionals of C&W or its affiliates during this assignment are representations made as employees and not as individuals. C&W's or its affiliate's responsibility is limited to the Client, and use of our product by third parties shall be solely at the risk of the Client and/or third parties.
- The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorney's fees incurred by C&W in connection with the collection or attempted collection thereof.
- C&W agrees to maintain as confidential and not to disclose any and all proprietary information provided by Client to C&W in connection with the appraisal and to only use such confidential information for the purposes of providing the appraisal. This provision shall not apply any information made public by Client in connection with a public offering. C&W may disclose the confidential information to Client's lenders including Citicorp, underwriters including Lehman, accountants, representatives and legal counsel. Notwithstanding anything in this agreement to the contrary, Client shall be entitled to seek any remedies at law or equity in the event of C&W's breach of this provision, including but not limited to injunctive relief. The foregoing confidentiality obligation shall not apply to information which (i) is lawfully known by or in the possession of the C&W prior to disclosure of such information by the disclosing party; or (ii) is or becomes publicly available through no fault on the part of C&W; or (iii) is independently and lawfully developed by C&W with the disclosure of the information by the disclosing party to C&W playing no part whatsoever in the development; or (iv) is disclosed to C&W by a source which, to the actual knowledge of C&W, is not under confidentiality obligation to the disclosing party with regard to such information; or (v) is required to be disclosed by subpoena or court order or other legal compulsion. That portion of the confidential information relied upon in forming the valuation opinion is required to be retained in an appraiser's file by the Appraisal Institute's Standards of Professional Appraisal Practice and Foundation. It is understood and agreed that such confidential information is subject to possible disclosure to a duly authorized professional peer review committee of the Appraisal Institute, or to a state enforcement or regulatory agency, pursuant to a professional audit or investigation.

Information Needed to Complete the Assignment

We understand that you will provide the following information for our review, if available.

Physical Information

- Plot plan/survey and legal description
- Building plans/leasing plan/stacking plan
- Property Conditions Assessment Report
- Original construction and site acquisition costs
- Cost of any major expansions, modifications or repairs incurred over the past three years/capital expense budget
- On Site Contact—name and phone number—for property inspection

Financial Information

- Income & Expense Statements for three previous years plus year-to-date
- Pro forma operating budgets
- Most recent real estate tax bill or statement
- Argus diskette or other financial modeling file
- Sales history of the subject property over the past three years at a minimum

Supporting Documentation

- Leases and/or detailed Lease Abstracts
- Detailed Rent Roll including:
 - Commencement and Expiration Dates and options to renew
 - Leased Area
 - Base Rent and contractual increases (CPI, fixed steps, etc.)
 - Expense Recapture or Pass-through provisions including applicable base year amounts
 - Overage or Percentage Rent breakpoints and percentages, as applicable
 - Tenant Improvement (TI) costs
 - Concessions (free rent, other)
- Summary of recently negotiated unexecuted leases or letters of intent
- Delinquency report identifying tenants in arrears or in default

Other Documentation

- Copy of your guidelines or instructions to appraisers/consultants
- Supplemental Standards, if applicable (applies only to government agencies, government sponsored entities, other entities that establish public policy)
- Additional information to be considered in the appraisal



CAROUSEL CENTER

ADDENDA CONTENTS

**Addendum D:
Comparable Improved Sale Data Sheets**

IMPROVED SALE COMPARABLE - 1

Quaker Bridge Mall
150 Quaker Bridge Mall Road
Lawrenceville NJ 08648
MSA: Trenton
Mercer County



Property Type: Shopping Center
Property Subtype: Super Regional Center/Mall
ID: 335059
APN: Block 4201.1 Lot 3.01 and Block 5201.1 Lot 25

PROPERTY INFORMATION	Anchors	Included in Sale	GLA
Site Area (Acres):	59.47	JC Penney	151,491
Site Area (SqFt):	2,590,513	Lord & Taylor	151,495
L:B Ratio:	2.39:1	Macy's	212,663
Parking Spaces:	5,596	Sears	171,141
Parking Ratio:	5.17:1,000		
Year Built:	1976		
Last Renovation:	2014	Total Anchor GLA	686,760
Quality:	Good	Inline GLA	356,062
Condition:	Excellent	Other GLA:	40,606
		Total GLA	1,083,428
		Sold GLA	356,062
SALE INFORMATION			
Sale Status:	Recorded Sale	OAR:	4.43%
Transaction Date:	2/2016	NOI:	\$15,283,500
Sale Price:	\$345,000,000	NOI per SqFt:	\$42.92
Price per SqFt:	\$968.93	Occupancy:	97.00%
Value Interest:	Partial Interest	Expense Ratio:	N/A
Grantor:	Simon Property Group	EGIM:	N/A
Grantee:	IMI	Price per SF Mall Shop:	\$968.93
Condition of Sale:	None	Comparable Store Sales:	\$674.00
		Sales Multiple:	1.44

VERIFICATION COMMENTS

This transaction was confirmed with representatives of the buyer (IMI) - Miller Capital (IMI partnership is comprised of CalPERS and Miller Capital)

COMMENTS

This transaction involves the sale of a 50% interest. Quaker Bridge Mall is a two-level center with frontage along U.S. Route 1, midway between Princeton and Trenton. The center was owned in a partnership with RREEF and Simon Property Group. RREEF's 50% interest was marketed by Eastdil (the targeted marketing was launched in September 2015, with final offers received from 3 bidders, with TAA-CREF offering a gross price of \$337.5 million. Simon exercised a ROFR on 2/1/16 and flipped it on the same day to IMI (on behalf of CALPERE) at a gross price of \$345 million). Development approvals were in-place at the time of the sale for an additional 600,000 square feet of GLA, including two department stores. While it is understood that these approvals expired in 2015, ownership was in negotiations to extend them. Two fashion anchors that had been interested have since passed on the project. In-line store sales were \$550 per square foot excluding Apple in November 2015. Anchors perform near their respective chain averages, except Sears, which is at 50% of its chain average. A \$65.6 million renovation was recently completed, which included new vertical transportation and a 600-seat food court on the second level. The center was also substantially renovated. Chesapeake Factory was added in 2013 and Brio in 2014. Property taxes were reduced from approximately \$4.2 million to approximately \$3.5 million annually due to a successful tax appeal.

VALUATION & ADVISORY



IMPROVED SALE COMPARABLE - 2



Flatiron Crossing
 One West Flatiron Crossing Drive
 Broomfield CO 80021
 MSA: Denver
 Broomfield County

Property Type: Shopping Center
 Property Subtype: Super Regional Center/Mall
 ID: 347973
 APN: N/A

PROPERTY INFORMATION	Value	Anchor	Included in Sale	GLA
Site Area (Acres):	142.69	Nordstrom		165,000
Site Area (SqFt):	6,215,141	Macy's		180,000
L:B Ratio:	4.341	Dillard's		201,500
Parking Spaces:	4,266	Container Store	X	111,108
Parking Ratio:	2.98:1,000			
Year Built:	2000			
Last Renovation:	2009	Total Anchor GLA		657,608
Quality:	Excellent	Inline GLA	X	568,632
Condition:	Good	Other GLA:	X	206,755
		Total GLA		1,432,995
		Sold GLA		886,495

SALE INFORMATION	Value	Ratio	Value	Ratio
Sale Status:	Recorded Sale	OAR:		4.60%
Transaction Date:	1/2016	NOI:	\$31,188,000	
Sale Price:	\$678,000,000	NOI per SqFt:	\$35.18	
Price per SqFt:	\$764.81	Occupancy:	93.00%	
Value Interest:	Partial Interest	Expense Ratio:	N/A	
Grantor:	Macerich	EGIM:	N/A	
Grantee:	Heitman	Price per SF Mall Shop:	\$1,192.34	
Condition of Sale:	None	Comparable Store Sales:	\$545.00	
		Sales Multiple:		2.19

VERIFICATION COMMENTS
 Public Information - Macerich 10K and Buyer

COMMENTS
 Heitman purchased a 49% interest in 3 centers (Flatiron, Dapford and Twenty Ninth Street). The agreement was reached in October 2015 and the transaction closed in January 2016. In-line sales and occupancy were made public by Macerich as of the contract date. The center includes a regional shopping center and the Village at Flatiron Crossing (with AMC and restaurants such as PF Changs, Gordon Biersch and Red Robin). Other GLA includes the major tenants (AMC-54,500 sf, Dick's-97,241 sf and XXI Forever-55,014 sf).

VALUATION & ADVISORY



IMPROVED SALE COMPARABLE - 3



Twenty Ninth Street
 1710 29th Street
 Boulder CO 80501
 MSA: Boulder-Longmont
 Boulder County

Property Type: Shopping Center
 Property Subtype: Super Regional Center/Mall
 ID: 338865
 APN: R0604207, R0509976, R0515699, and R0604206
 Ground Lease: Yes

PROPERTY INFORMATION	Value	Anchor	Included in Sale	GLA
Site Area (Acres):	57.98	Macy's		150,281
Site Area (SqFt):	2,499,345	Home Depot		141,373
L:B Ratio:	2.911	Trader Joe's		14,000
Parking Spaces:	3,664	Nordstrom Rack	X	39,031
Parking Ratio:	4.26:1,000	Century Theatres		48,510
Year Built:	2006	Other Majors	X	49,876
Last Renovation:	N/A	Total Anchor GLA		442,871
Quality:	Excellent	Inline GLA	X	389,421
Condition:	Excellent	Other GLA:		27,952
		Total GLA		860,244
		Sold GLA		478,128

SALE INFORMATION	Value	Ratio	Value	Ratio
Sale Status:	Recorded Sale	OAR:		4.94%
Transaction Date:	1/2016	NOI:	\$17,240,000	
Sale Price:	\$349,000,000	NOI per SqFt:	\$36.06	
Price per SqFt:	\$729.93	Occupancy:	98.00%	
Value Interest:	Partial Interest	Expense Ratio:	37.50%	
Grantor:	The Macerich Company	EGIM:	12.66	
Grantee:	Heitman	Price per SF Mall Shop:	\$896.20	
Condition of Sale:	None	Comparable Store Sales:	\$592.00	
		Sales Multiple:		1.51

VERIFICATION COMMENTS
 This transaction was sourced from company disclosures and verified using public records, a research service, financial disclosures, and a confidential party familiar with the sale. Document #N/A (joint venture sale).

COMMENTS
 This transaction involves a 49.0% partial interest sale in a dominant regional lifestyle center. The property features 134,110 square feet of second-level office space (100% leased at sale). Macy's is not owned. Home Depot, Trader Joe's and Century Theatres are on ground lease terms. A portion of the property (34,957 acres) is under long-term ground lease expiring in 2060 (44 years), with rent reset to market every 10 years. In-line shop sales average \$292 per square foot (\$450 without Apple), with average rents around \$34.00 per square foot and occupancy costs in a range of 13.0%. The property's 1-mile trade area radius includes 111,419 residents and 47,172 households, with average household income of \$93,046.

VALUATION & ADVISORY



IMPROVED SALE COMPARABLE - 4



South Plains Mall
 5702 & 6002 Slide Road
 Lubbock TX 79414
 MSA: Lubbock
 Lubbock County

Property Type: Shopping Center
 Property Subtype: Super Regional Center/Mall
 ID: 331536
 APN: R47871, R142453, R110559, R136036

PROPERTY INFORMATION	Value	Anchor	Included in Sale	GLA
Site Area (Acres):	75.41	Beal's	X	40,000
Site Area (SqFt):	3,294,860	JC Penney	X	218,518
L:B Ratio:	2.911	Dillard's	X	162,755
Parking Spaces:	6,622	Dillard's Men	X	93,949
Parking Ratio:	5.87:1,000	Barnes & Noble	X	33,411
Year Built:	1972	Sears	X	143,700
Last Renovation:	2015	Total Anchor GLA		692,333
Quality:	Average	Inline GLA	X	361,867
Condition:	Average	Other GLA:	X	73,620
		Total GLA		1,127,820
		Sold GLA		984,120

SALE INFORMATION	Value	Ratio	Value	Ratio
Sale Status:	Recorded Sale	OAR:		5.35%
Transaction Date:	11/2015	NOI:	\$20,700,191	
Sale Price:	\$387,000,000	NOI per SqFt:	\$21.03	
Price per SqFt:	\$393.24	Occupancy:	94.00%	
Value Interest:	Partial Interest	Expense Ratio:	26.52%	
Grantor:	Macerich South Plains, LP	EGIM:	13.73	
Grantee:	Macerich/GIC JV	Price per SF Mall Shop:	\$1,069.45	
Condition of Sale:	None	Comparable Store Sales:	\$372.44	
		Sales Multiple:		2.87

VERIFICATION COMMENTS
 The transaction was sourced from press release information and confirmed public records, company press releases and 10-K reports. REIT Analysts and other parties familiar with the sale.

COMMENTS
 This is the sale of the South Plains Mall, a 1970s vintage, one and two-story, enclosed shopping center located at the intersection of Loop 289 and Slide Road in the southwestern portion of Lubbock Texas. The center serves a 26-county trade area and is the only mall within 100 miles of the city of Lubbock. The property was sold as part of a joint venture between Macerich and GIC Real Estate Inc. As part of the transaction, GIC acquired a 40.0 percent interest in South Plains Mall and three other regional centers, and the price reported (\$387 million) represents the allocation to this mall. At the time sale the property was undergoing a \$24 million renovation including new entrances and common area upgrades. At the time of sale the property was 94.0 percent leased. The anchor tenants include JC Penney (218,518 SF), Dillard's (256,704 SF) and Sears (143,700 SF). The property was purchased based on an overall going-in capitalization rate of 5.35 percent.

VALUATION & ADVISORY



IMPROVED SALE COMPARABLE - 5



Westfield MainPlace
 2800 N. Main Street
 Santa Ana CA 92705
 MSA: Los Angeles-Long Beach
 Los Angeles County

Property Type: Shopping Center
 Property Subtype: Super Regional Center/Mall
 ID: 336438
 APN: N/A

PROPERTY INFORMATION	Value	Anchor	Included in Sale	GLA
Site Area (Acres):	49.34	JC Penney	X	145,040
Site Area (SqFt):	2,149,250	Nordstrom-GL		150,500
L:B Ratio:	1.921	Macy's		225,000
Parking Spaces:	5,032			
Parking Ratio:	4.50:1,000			
Year Built:	1958	Total Anchor GLA		520,540
Last Renovation:	2015	Inline GLA	X	440,503
Quality:	Excellent	Other GLA:	X	157,189
Condition:	Excellent	Total GLA		1,118,232
		Sold GLA		742,732

SALE INFORMATION	Value	Ratio	Value	Ratio
Sale Status:	Recorded Sale	OAR:		6.11%
Transaction Date:	12/2015	NOI:	\$21,608,788	
Sale Price:	\$353,900,000	NOI per SqFt:	\$29.09	
Price per SqFt:	\$476.48	Occupancy:	95.00%	
Value Interest:	Full Fee	Expense Ratio:	N/A	
Grantor:	Westfield America	EGIM:	N/A	
Grantee:	Centennial Real Estate et al	Price per SF Mall Shop:	\$803.40	
Condition of Sale:	None	Comparable Store Sales:	\$383.00	
		Sales Multiple:		2.10

VERIFICATION COMMENTS
 This sale was verified using public information and parties close to the deal.

COMMENTS
 This center was extensively redeveloped in 1987 and 2006. The most recent redevelopment (\$50 million) included the conversion of the former Macy's store into retail space, including Ashley Furniture (33,609 SF), 24-Hour Fitness (42,205 SF), Round 1 (38,618 SF), and numerous restaurants. The implied OAR was based on income in place in 2015, as of the date of sale (buyer reported a return of 7.2%). In-line occupancy of 94.7 percent was as of 9/1/15. The asset was purchased as part of a 5 center acquisition, which included CT Post, Fox Valley, Hawthorn and Vancouver, with a total price of \$1.1 billion (79% JV interest). The buyer was a partnership comprised of Centennial, Montgomery Street Partners and USAA Real Estate. Westfield retained a 21% non-managing common equity interest. In addition, the buyer reportedly assumed \$140 million in debt. The financing broker confirmed that the allocations, while being partly tax driven, were also representative of market value.

VALUATION & ADVISORY



IMPROVED SALE COMPARABLE - 6



Lakewood Center
 500 Lakewood Mall
 Lakewood CA 90712
 MSA: Los Angeles-Long Beach
 Los Angeles County

Property Type: Shopping Center
 Property Subtype: Super Regional Center/Mall
 ID: 332136
 APN: 7170-011-28,-29,-30,-31,-32;7170-022-01,-02;7172-001-23,-25,-27,-28,-29,-30,-31,-32,-41,-42,-44,-46

PROPERTY INFORMATION		Anchors	Included in Sale	GLA
Site Area (Acres):	145.59	Forever 21	X	80,000
Site Area (SqFt):	6,341,900	JC Penney	X	162,690
L:B Ratio:	3.06:1	Macy's	X	362,852
Parking Spaces:	8,329	Target		160,058
Parking Ratio:	4.01:1,000	Pacific Cinemas		90,944
Year Built:	1991	Majors & Strip	X	327,962
Last Renovation:	2012	Total Anchor GLA		1,184,506
Quality:	Good	Inline GLA	X	433,801
Condition:	Good	Other GLA:		456,439
		Total GLA		2,074,746
		Sold GLA		1,367,305

SALE INFORMATION			
Sale Status:	Recorded Sale	OAR:	5.00%
Transaction Date:	10/2015	NOI:	\$36,750,000
Sale Price:	\$735,000,000	NOI per SqFt:	\$26.88
Price per SqFt:	\$537.55	Occupancy:	98.00%
Value Interest:	Leased Fee	Expense Ratio:	25.20%
Grantor:	The Macerich Company	EGIM:	N/A
Grantee:	GIC Real Estate	Price per SF Mall Shop:	\$1,694.33
Condition of Sale:	None	Comparable Store Sales:	\$445.00
		Sales Multiple:	3.81

VERIFICATION COMMENTS
 This transaction was sourced from press release information and confirmed with public records, company press release and 10-K reports, REIT Analysts and other parties familiar with the sale.

COMMENTS
 This is the sale of the Lakewood Center, which consists of a single-level, super-regional shopping center, along with periphery shops and free-standing retailers, located in central Los Angeles. The center is approximately 20.0 miles east of LAX. It was sold as part of a joint venture between Macerich and GIC. As part of the agreement, GIC acquired a 40.0 percent interest in Lakewood and three other regional centers. The indicated price shown is an allocation from the total consideration for the portfolio. Other big box retailers at the center include: Costco, Home Depot, Nordstrom Rack, Albertsons, Bed Bath & Beyond, and Best Buy. The property was purchased on an overall capitalization rate of 5.00 percent.

VALUATION & ADVISORY



Addendum E:
 Legal Description

Carousel Mall (Existing Carousel Center)

PARCEL I

NEW LOT 11K - ONE CAROUSEL CENTER DRIVE

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF SYRACUSE, COUNTY OF ONONDAGA, STATE OF NEW YORK, LYING GENERALLY SOUTHWESTERLY OF INTERSTATE ROUTE 81, NORTHEASTERLY OF THE NEW YORK STATE BARGE CANAL AND SOUTHEASTERLY OF THE LANDS OF THE CONSOLIDATED RAIL CORPORATION, BEING A PORTION OF LOT 11I OF THE CAROUSEL CENTER SUBDIVISION AS SHOWN ON A RESUBDIVISION PLAN OF THE CAROUSEL CENTER SUBDIVISION FILED AS MAP NUMBER 8743 IN THE ONONDAGA COUNTY CLERK'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTHWESTERLY BOUNDARY OF HIAWATHA BOULEVARD WEST WITH THE DIVISION LINE BETWEEN LOT 11I ON THE NORTHEAST AND THE LANDS OF THE NEW YORK STATE BARGE CANAL (SYRACUSE TERMINAL) ON THE SOUTHWEST; AND

RUNNING THENCE FROM SAID POINT OF COMMENCEMENT NORTH 50° 26' 28" WEST ALONG SAID DIVISION LINE 690.72 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED NEW LOT 11K; AND

THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID DIVISION LINE BETWEEN NEW LOT 11K ON THE NORTHEAST AND LANDS OF THE NEW YORK STATE BARGE CANAL (SYRACUSE TERMINAL) ON THE SOUTHWEST, THE FOLLOWING THREE (3) COURSES:

- (1) NORTH 50° 26' 28" WEST 195.90 FEET TO A POINT;
- (2) THENCE NORTH 32° 59' 34" EAST 38.22 FEET TO A POINT; AND
- (3) THENCE NORTH 59° 08' 00" WEST 664.81 FEET TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE FORMER LOT 11I ON THE NORTHWEST AND LANDS OF THE NEW YORK STATE BARGE CANAL (SYRACUSE TERMINAL) ON THE SOUTHEAST;

THENCE SOUTH 30° 52' 00" WEST ALONG THE ABOVE LAST MENTIONED DIVISION LINE 125.61 FEET TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE FORMER LOT 11I ON THE NORTHEAST AND LANDS OF THE NEW YORK STATE BARGE CANAL (SYRACUSE TERMINAL) ON THE SOUTHWEST;

THENCE NORTH 59° 08' 00" WEST ALONG THE ABOVE LAST MENTIONED DIVISION LINE 55.40 FEET TO ITS INTERSECTION WITH THE DIVISION LINE

BETWEEN THE FORMER LOT 11I ON THE SOUTHEAST AND LANDS NOW OR FORMERLY OF THE CONSOLIDATED RAIL CORPORATION AS DESCRIBED IN BOOK 2678 OF DEEDS AT PAGE 109 ON THE NORTHWEST;

THENCE ALONG THE ABOVE LAST MENTIONED DIVISION LINE, THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 30° 14' 16" EAST 657.12 FEET TO A POINT; AND
- (2) THENCE NORTH 30° 49' 51" EAST 2,075.02 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY OF MAP 1399 PARCEL 1827 AS APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK IN CONNECTION WITH INTERSTATE ROUTE 81;

THENCE SOUTH 43° 20' 28" EAST ALONG THE ABOVE LAST MENTIONED PARCEL BOUNDARY 50.62 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF INTERSTATE ROUTE 81;

THENCE SOUTH 30° 55' 32" WEST ALONG SAID HIGHWAY BOUNDARY 78.68 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY OF INTERSTATE ROUTE 81;

THENCE ALONG THE SOUTHWESTERLY AND WESTERLY BOUNDARY OF INTERSTATE ROUTE 81, BEING THE NORTHEASTERLY AND EASTERLY BOUNDARY OF THE FORMER LOT 11I, THE FOLLOWING SIX (6) COURSES:

- (1) SOUTH 42° 56' 47" EAST 158.77 FEET TO A POINT;
- (2) THENCE SOUTH 37° 46' 47" EAST 103.04 FEET TO A POINT;
- (3) THENCE SOUTH 27° 26' 47" EAST 103.02 FEET TO A POINT;
- (4) THENCE SOUTH 14° 42' 31" EAST 192.50 FEET TO A POINT;
- (5) THENCE SOUTH 11° 56' 47" EAST 185.84 FEET TO A POINT; AND
- (6) THENCE SOUTH 18° 26' 44" EAST 26.62 FEET TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE NEW LOT 11K ON THE NORTH AND THE NEW LOT 11I ON THE SOUTH;

THENCE ALONG THE NEW DIVISION LINE BETWEEN THE NEW LOT 11K AND THE NEW LOT 11I THE FOLLOWING THIRTY-FIVE (35) COURSES:

- (1) NORTH 82° 07' 44" WEST 207.07 FEET TO A POINT;
- (2) THENCE SOUTH 07° 52' 16" WEST 198.11 FEET TO A POINT;
- (3) THENCE SOUTH 37° 07' 44" EAST 7.78 FEET TO A POINT;
- (4) THENCE SOUTH 07° 52' 16" WEST 47.79 FEET TO A POINT;
- (5) THENCE SOUTH 52° 52' 15" WEST 7.78 FEET TO A POINT;
- (6) THENCE SOUTH 07° 52' 16" WEST 43.48 FEET TO A POINT;
- (7) THENCE SOUTH 82° 07' 44" EAST 0.75 FEET TO A POINT;
- (8) THENCE SOUTH 07° 52' 16" WEST 22.46 FEET TO A POINT;

(9) THENCE NORTH 82° 07' 44" WEST 0.75 FEET TO A POINT;
(10) THENCE SOUTH 07° 52' 16" WEST 108.15 FEET TO A POINT;
(11) THENCE SOUTH 82° 07' 44" EAST 7.41 FEET TO A POINT;
(12) THENCE NORTH 52° 13' 00" EAST 5.85 FEET TO A POINT;
(13) THENCE SOUTH 82° 07' 44" EAST 21.02 FEET TO A POINT;
(14) THENCE SOUTH 37° 05' 57" EAST 30.86 FEET TO A POINT;
(15) THENCE SOUTH 07° 52' 16" WEST 20.77 FEET TO A POINT;
(16) THENCE SOUTH 52° 50' 09" WEST 11.22 FEET TO A POINT;
(17) THENCE SOUTH 07° 52' 31" WEST 0.97 FEET TO A POINT;
(18) THENCE SOUTH 82° 07' 44" EAST 199.44 FEET TO A POINT;
(19) THENCE SOUTH 07° 52' 16" WEST 341.67 FEET TO A POINT;
(20) THENCE NORTH 82° 07' 44" WEST 15.33 FEET TO A POINT;
(21) THENCE SOUTH 07° 52' 16" WEST 34.33 FEET TO A POINT;
(22) THENCE NORTH 82° 07' 44" WEST 168.50 FEET TO A POINT;
(23) THENCE SOUTH 07° 52' 14" WEST 408.67 FEET TO A POINT;
(24) THENCE SOUTH 82° 07' 44" EAST 121.00 FEET TO A POINT;
(25) THENCE SOUTH 07° 52' 16" WEST 194.00 FEET TO A POINT;
(26) THENCE NORTH 82° 07' 44" WEST 92.67 FEET TO A POINT;
(27) THENCE SOUTH 07° 52' 16" WEST 45.53 FEET TO A POINT;
(28) THENCE NORTH 82° 07' 50" WEST 1.52 FEET TO A POINT;
(29) THENCE SOUTH 07° 52' 16" WEST 35.49 FEET TO A POINT;
(30) THENCE NORTH 82° 07' 44" WEST 40.81 FEET TO A POINT;
(31) THENCE SOUTH 07° 52' 16" WEST 70.18 FEET TO A POINT;
(32) THENCE NORTH 82° 07' 45" WEST 53.96 FEET TO A POINT;
(33) THENCE SOUTH 07° 52' 16" WEST 314.89 FEET TO A POINT;
(34) THENCE NORTH 82° 04' 58" WEST 294.58 FEET TO A POINT; AND
(35) THENCE SOUTH 40° 22' 15" WEST 191.79 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING FROM THE HEREINABOVE DESCRIBED PARCEL, EXISTING LOT 11B, SAID EXISTING LOT 11B BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY (S.I.D.A.) AS DESCRIBED IN BOOK 3559 OF DEEDS AT PAGE 147 ON THE SOUTHEAST AND OTHER LANDS NOW OR FORMERLY OF S.I.D.A. AS DESCRIBED IN BOOK 3664 OF DEEDS AT PAGE 329 (FORMERLY LANDS OF THE CONSOLIDATED RAIL CORPORATION) ON THE NORTHWEST WITH THE NORTHEASTERLY BOUNDARY OF THE LANDS OF THE NEW YORK STATE BARGE CANAL, SYRACUSE TERMINAL, DESIGNATED AS "PARCEL NO. T-103";

RUNNING THENCE NORTH 30° 55' 32" EAST ALONG SAID DIVISION LINE 130.61 FEET TO A POINT;

THENCE SOUTH 59° 08' 00" EAST THROUGH THE SAID LANDS OF S.I.D.A. 16.04

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COURSES AND DISTANCES:

(1) NORTH 72° 03' 58" EAST 27.81 FEET TO A POINT;
(2) NORTH 40° 16' 38" EAST 46.09 FEET TO A POINT;
(3) NORTH 48° 17' 09" EAST 46.09 FEET TO A POINT;
(4) NORTH 52° 17' 26" EAST 172.00 FEET TO A POINT;
(5) NORTH 22° 02' 12" EAST 27.48 FEET TO A POINT; AND
(6) NORTH 11° 13' 52" WEST 32.00 FEET TO A POINT ON THE SOUTHWESTERLY MARGIN OF PARK STREET;

THENCE SOUTH 43° 25' 36" EAST ALONG SAID SOUTHWESTERLY MARGIN, 113.00 FEET TO A POINT;

THENCE THROUGH THE SAID LANDS OF THE PEOPLE OF THE STATE OF NEW YORK, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

(1) NORTH 85° 34' 05" WEST 14.83 FEET TO A POINT;
(2) SOUTH 52° 17' 26" WEST 210.26 FEET TO A POINT;
(3) SOUTH 46° 56' 57" WEST 50.27 FEET TO A POINT;
(4) SOUTH 36° 16' 01" WEST 50.27 FEET TO A POINT; AND
(5) SOUTH 30° 55' 33" WEST 93.21 FEET TO A POINT ON THE 1990 SOUTHWESTERLY HIGHWAY BOUNDARY OF INTERSTATE ROUTE 81 AS MAP NO. 10-C, PARCEL NO. 1825;

THENCE NORTH 42° 56' 47" WEST ALONG SAID SOUTHWESTERLY HIGHWAY BOUNDARY, 80.01 FEET TO ITS INTERSECTION WITH THE FIRST HEREIN ABOVE DESCRIBED NORTHWESTERLY HIGHWAY BOUNDARY OF INTERSTATE ROUTE 81; AND

THENCE NORTH 30° 55' 32" EAST ALONG SAID NORTHWESTERLY HIGHWAY BOUNDARY, 78.68 FEET TO THE POINT OR BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING DESIGNATED AS MAP NO. 9-C, PARCEL NO. 1824.

PARCEL III

EASEMENT

ALSO TOGETHER WITH PERMANENT EASEMENTS TO BE EXERCISED IN, ON AND OVER THE PROPERTY HEREINAFTER DESCRIBED FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING A DRAINAGE PIPE LINE AND APPURTENANCES, AS GRANTED IN INDENTURE MADE BY AND BETWEEN THE PEOPLE OF THE STATE OF NEW YORK, ACTING BY AND THROUGH THE COMMISSIONER OF TRANSPORTATION, AND PYRAMID COMPANY OF ONONDAGA, DATED SEPTEMBER 7, 1993, RECORDED OCTOBER 18,

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FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, NORTH 30° 14' 16" EAST ALONG THE DIVISION LINE BETWEEN THE SAID LANDS OF S.I.D.A. ON THE NORTHWEST AND THE LANDS NOW OR FORMERLY OF PYRAMID COMPANY OF ONONDAGA (P.C.O.) AS DESCRIBED IN BOOK 3619 OF DEEDS AT PAGE 293 AND BOOK 3646 OF DEEDS AT PAGE 250 ON THE SOUTHEAST 1,058.33 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LAST DESCRIBED LANDS OF P.C.O. ON THE WEST AND THE SAID LANDS OF S.I.D.A. ON THE EAST;

THENCE SOUTH 07° 40' 57" WEST ALONG SAID DIVISION LINE 83.56 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF P.C.O. ON THE WEST AND OTHER LANDS NOW OR FORMERLY OF S.I.D.A. AS DESCRIBED IN BOOK 3559 OF DEEDS AT PAGE 142 ON THE EAST;

THENCE SOUTH 07° 40' 57" WEST ALONG SAID DIVISION LINE 1,067.68 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF P.C.O. AS DESCRIBED IN BOOK 3646 OF DEEDS AT PAGE 250 AND BOOK 3619 OF DEEDS AT PAGE 293 ON THE NORTHEAST AND THE SAID LANDS OF S.I.D.A. ON THE SOUTHWEST; AND

THENCE NORTH 59° 08' 00" WEST ALONG SAID DIVISION LINE 441.61 FEET TO THE POINT OF BEGINNING.

PARCEL II

EASEMENT

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS TO AND FROM THE ABOVE DESCRIBED PARCEL AND PARK STREET, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHWESTERLY HIGHWAY BOUNDARY OF INTERSTATE ROUTE 81 AT ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF PYRAMID COMPANY OF ONONDAGA AS DESCRIBED IN BOOK 3649 OF DEEDS AT PAGE 80, ON THE SOUTHWEST AND THE LANDS NOW OR FORMERLY OF CONSOLIDATED RAIL CORPORATION AS DESCRIBED IN BOOK 2678 OF DEEDS AT PAGE 109, ON THE NORTHEAST;

RUNNING THENCE NORTH 30° 55' 32" EAST ALONG SAID NORTHWESTERLY HIGHWAY BOUNDARY, 2.11 FEET TO A POINT;

THENCE THROUGH THE LANDS OF THE PEOPLE OF THE STATE OF NEW YORK DESIGNATED AS MAP NO. 122, PARCEL NO. 134, AS APPROPRIATED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE FOLLOWING SIX (6)

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1993 IN LIBER 3879 PAGE 127. SUCH EASEMENTS SHALL BE EXERCISED IN, ON AND OVER ALL THOSE PIECES OR PARCELS OF PROPERTY HEREINAFTER DESIGNATED AS MAP NO. 12-C, PARCEL NOS. 1828 AND 1829, SITUATE IN SALT MARSH LOTS 23 AND 24, WARD 1, CITY OF SYRACUSE, COUNTY ONONDAGA AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL NO. 1828

BEGINNING AT THE POINT OF INTERSECTION OF THE EXISTING NORTHWESTERLY BOUNDARY OF INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY, WITH THE SOUTHWESTERLY BOUNDARY OF PARK STREET, AN EXISTING CITY STREET;

RUNNING THENCE SOUTH 43° 25' 36" EAST ALONG SAID SOUTHWESTERLY BOUNDARY OF PARK STREET, 63.63 FEET TO A POINT;

THENCE SOUTH 45° 15' 53" WEST THROUGH THE PROPERTY OF THE PEOPLE OF THE STATE OF NEW YORK (DEPARTMENT OF TRANSPORTATION) AND ALONG A LINE 15 FEET DISTANT SOUTHEASTERLY AND PARALLEL TO AN EXISTING 54-INCH STORM SEWER, A DISTANCE OF 247.39 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF PARCEL NO. 134 OF MAP NO. 122, AS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK (DEPARTMENT OF TRANSPORTATION) FOR THE CONSTRUCTION OF THE OSWEGO BOULEVARD-CITY OF SYRACUSE HIGHWAY;

THENCE SOUTH 30° 55' 32" WEST ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. 134 OF MAP NO. 122, A DISTANCE OF 60.49 FEET A POINT;

THENCE SOUTH 09° 38' 15" WEST THROUGH THE PROPERTY OF THE PEOPLE OF THE STATE OF NEW YORK (DEPARTMENT OF TRANSPORTATION) AND ALONG A LINE 15 FEET DISTANT EASTERLY AND PARALLEL TO AN EXISTING 48-INCH STORM SEWER, A DISTANCE OF 128.62 FEET TO A POINT ON THE 1990 SOUTHWESTERLY BOUNDARY OF SAID INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY, SAID POINT BEING ON THE NORTHEASTERLY BOUNDARY OF MAP NO. 10-C, PARCEL NO. 1825, FOR THE INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY;

THENCE NORTH 42° 56' 47" WEST ALONG SAID 1990 SOUTHWESTERLY HIGHWAY BOUNDARY AND ALONG SAID NORTHEASTERLY BOUNDARY OF MAP NO. 10-C, PARCEL NO. 1825, A DISTANCE OF 37.77 FEET TO A POINT;

THENCE NORTH 09° 38' 15" EAST THROUGH THE PROPERTY OF THE PEOPLE OF THE STATE OF NEW YORK (DEPARTMENT OF TRANSPORTATION) AND ALONG A LINE 15 FEET DISTANT WESTERLY AND PARALLEL TO AN EXISTING 48-INCH

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STORM SEWER, A DISTANCE OF 28.68 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. 134 OF MAP NO. 122;

THENCE NORTH 30° 55' 32" EAST ALONG THE SAID NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. 134 OF MAP NO. 122, A DISTANCE OF 54.97 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY OF SAID INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL NO. 1827 OF MAP NO. 1399, FOR THE INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY;

THENCE NORTH 43° 20' 28" WEST ALONG SAID SOUTHWESTERLY HIGHWAY BOUNDARY AND ALONG THE SOUTHWESTERLY BOUNDARY OF SAID MAP NO. 1399, PARCEL NO. 1827, A DISTANCE OF 50.62 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID MAP NO. 1399, PARCEL NO. 1827;

THENCE NORTH 30° 49' 51" EAST ALONG THE NORTHWESTERLY BOUNDARY OF SAID MAP NO. 1399, PARCEL NO. 1827, A DISTANCE OF 4.95 FEET TO A POINT;

THENCE NORTH 45° 15' 53" EAST THROUGH THE PROPERTY OF THE PEOPLE OF THE STATE OF NEW YORK (DEPARTMENT OF TRANSPORTATION) AND ALONG A LINE, A PORTION BEING 15 FEET DISTANT NORTHWESTERLY AND PARALLEL TO AN EXISTING 54-INCH STORM SEWER, A DISTANCE OF 163.73 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY, SAID POINT ALSO BEING ON THE NORTHEASTERLY BOUNDARY OF SAID MAP NO. 1399, PARCEL NO. 1827;

THENCE SOUTH 43° 20' 28" EAST ALONG SAID NORTHEASTERLY HIGHWAY BOUNDARY AND ALONG THE NORTHEASTERLY BOUNDARY OF SAID MAP NO. 1399, PARCEL NO. 1827, A DISTANCE OF 8.46 FEET TO ITS INTERSECTION WITH THE FIRST HEREINABOVE DESCRIBED EXISTING NORTHWESTERLY BOUNDARY OF SAID INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY; AND

THENCE NORTH 30° 55' 32" EAST ALONG THE LAST MENTIONED NORTHWESTERLY HIGHWAY BOUNDARY, 170.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 1829

BEGINNING AT THE POINT OF INTERSECTION OF THE EXISTING SOUTHEASTERLY BOUNDARY OF INTERSTATE ROUTE NO. 505-3-2.3, CITY OF SYRACUSE-OSWEGO BOULEVARD HIGHWAY, WITH THE SOUTHWESTERLY BOUNDARY OF PARK STREET, AN EXISTING CITY STREET;

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OF THE CONSOLIDATED RAIL CORPORATION) ON THE NORTHWEST WITH THE NORTHEASTERLY BOUNDARY OF THE LANDS OF THE NEW YORK STATE BARGE CANAL, SYRACUSE TERMINAL, DESIGNATED AS "PARCEL NO. T-103";

RUNNING THENCE NORTH 30° 55' 32" EAST ALONG SAID DIVISION LINE, 130.61 FEET TO A POINT;

THENCE SOUTH 59° 08' 00" EAST THROUGH THE SAID LANDS OF S.I.D.A., 16.04 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, NORTH 30° 14' 16" EAST ALONG THE DIVISION LINE BETWEEN THE SAID LANDS OF S.I.D.A. ON THE NORTHWEST AND THE LANDS NOW OR FORMERLY OF PYRAMID COMPANY OR ONONDAGA (P.C.O.) AS DESCRIBED IN BOOK 3619 OF DEEDS AT PAGE 293 AND BOOK 3646 OF DEEDS AT PAGE 250 ON THE SOUTHEAST 1,058.33 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LAST DESCRIBED LANDS OF P.C.O. ON THE WEST AND THE SAID LANDS OF S.I.D.A. ON THE EAST;

THENCE SOUTH 07° 40' 57" WEST ALONG SAID DIVISION LINE, 83.56 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF P.C.O. ON THE WEST AND OTHER LANDS NOW OR FORMERLY OF S.I.D.A. AS DESCRIBED IN BOOK 3559 OF DEEDS AT PAGE 142 ON THE EAST;

THENCE SOUTH 07° 40' 57" WEST ALONG SAID DIVISION LINE, 1,067.68 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF P.C.O. AS DESCRIBED IN BOOK 3646 OF DEEDS AT PAGE 250 AND BOOK 3619 OF DEEDS AT PAGE 293 ON THE NORTHEAST AND THE SAID LANDS OF S.I.D.A. ON THE SOUTHWEST; AND

THENCE NORTH 59° 08' 00" WEST ALONG SAID DIVISION LINE, 441.61 FEET TO THE POINT OF BEGINNING.

PARCEL V

EASEMENTS

TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY, CREATED, DEFINED AND LIMITED BY THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN PYRAMID COMPANY OF ONONDAGA, A NEW YORK GENERAL PARTNERSHIP, AS LANDLORD, KAUFMANN'S CAROUSEL, INC., A DELAWARE CORPORATION ("MAY"), AND LORD & TAYLOR CAROUSEL, INC., A DELAWARE CORPORATION ("ADCOR"), AS TENANTS, DATED DECEMBER 18, 1991 AND RECORDED AUGUST 28, 1992 IN LIBER 3789 PAGE 1 (AS MODIFIED, THE "CORE AGREEMENT"), CONSENT, JOINDER AND SUBORDINATION AGREEMENT MADE BY CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, A NEW YORK

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RUNNING THENCE SOUTH 31° 55' 32" WEST ALONG SAID SOUTHEASTERLY HIGHWAY BOUNDARY, 14.17 FEET TO A POINT;

THENCE THROUGH THE PROPERTY OF THE PEOPLE OF THE STATE OF NEW YORK (DEPARTMENT OF TRANSPORTATION), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

(1) NORTH 84° 55' 19" WEST ALONG A LINE 15 FEET DISTANT SOUTHERLY AND PARALLEL TO THE CENTER LINE OF 3 EXISTING 36-INCH STORM SEWERS, A DISTANCE OF 117 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BANK OF LEY CREEK;

(2) NORTHERLY ALONG THE SAID EASTERLY BANK OF LEY CREEK AS IT WINDS AND TURNS, A DISTANCE OF 31 FEET, MORE OR LESS, TO A POINT; AND

(3) SOUTH 84° 55' 19" EAST ALONG A LINE 15 FEET DISTANT NORTHERLY AND PARALLEL TO THE CENTER LINE OF 3 EXISTING 36-INCH STORM SEWERS, A DISTANCE OF 96 FEET, MORE OR LESS, TO A POINT ON THE HEREINABOVE DESCRIBED SOUTHWESTERLY BOUNDARY OF PARK STREET; AND

THENCE SOUTH 43° 25' 36" EAST ALONG SAID SOUTHWESTERLY BOUNDARY OF PARK STREET, 26.03 FEET TO THE POINT OF BEGINNING.

BEING KNOWN AS MAP NO. 12-C, PARCEL NOS. 1828 AND 1829, AS SHOWN ON A MAP ENTITLED "PERMANENT EASEMENT TO BE GRANTED TO PYRAMID COMPANY OF ONONDAGA".

PARCEL IV

EASEMENT

ALSO TOGETHER WITH AN EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY HEREINAFTER DESCRIBED FOR THE PURPOSES OF INGRESS, EGRESS AND PARKING AS GRANTED IN AN AGREEMENT OF RECIPROCAL EASEMENT BY AND BETWEEN CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, A CORPORATE GOVERNMENTAL AGENCY AND PYRAMID COMPANY OF ONONDAGA, A NEW YORK GENERAL PARTNERSHIP, DATED AUGUST 31, 1990 AND RECORDED SEPTEMBER 13, 1990 IN LIBER 3646 PAGE 255 IN THE CLERK'S OFFICE OF ONONDAGA COUNTY, NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY (S.I.D.A.) AS DESCRIBED IN BOOK 3559 OF DEEDS AT PAGE 147 ON THE SOUTHEAST AND OTHER LANDS NOW OR FORMERLY OF S.I.D.A. AS DESCRIBED IN BOOK 3664 OF DEEDS AT PAGE 329 (FORMERLY LANDS

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PUBLIC BENEFIT CORPORATION (SUBORDINATING ITS INTEREST UNDER THE SALE AGREEMENT TO THE CORE AGREEMENT) DATED AUGUST 26, 1992 AND RECORDED AUGUST 28, 1992 IN LIBER 3789 PAGE 162, AND AMENDMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN PYRAMID COMPANY OF ONONDAGA, A NEW YORK GENERAL PARTNERSHIP, KAUFMANN'S CAROUSEL, INC., A DELAWARE CORPORATION ("MAY"), AND LORD & TAYLOR CAROUSEL, INC., A DELAWARE CORPORATION ("ADCOR"), DATED OCTOBER 13, 1993 AND RECORDED NOVEMBER 30, 1993 IN LIBER 3888 PAGE 210, MODIFIED BY THAT CERTAIN MODIFICATION AND REAFFIRMATION OF CONSENT, JOINDER AND SUBORDINATION AGREEMENT MADE BY CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, A NEW YORK PUBLIC BENEFIT CORPORATION, DATED NOVEMBER 23, 1993 AND RECORDED NOVEMBER 30, 1993 IN LIBER 3888 PAGE 225, AGREEMENT AND SECOND MODIFICATION TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN PYRAMID COMPANY OF ONONDAGA, A NEW YORK GENERAL PARTNERSHIP, AS LANDLORD, KAUFMANN'S CAROUSEL, INC., A DELAWARE CORPORATION C/O THE MAY DEPARTMENT STORES COMPANY, AND LORD & TAYLOR CAROUSEL, INC., A DELAWARE CORPORATION C/O THE MAY DEPARTMENT STORES COMPANY, AS TENANTS, DATED OCTOBER 24, 1994 AND RECORDED JANUARY 30, 1995 IN LIBER 3981 PAGE 93, SUBORDINATION AGREEMENT MADE BY CHEMICAL BANK, A NEW YORK BANKING CORPORATION, DATED AUGUST 26, 1992 AND RECORDED AUGUST 28, 1992 IN LIBER 6450 PAGE 27, AND ASSIGNMENT AND ASSUMPTION FROM PYRAMID COMPANY OF ONONDAGA, A NEW YORK GENERAL PARTNERSHIP, AS ASSIGNOR, TO CAROUSEL CENTER COMPANY L.P., A NEW YORK LIMITED PARTNERSHIP, AS ASSIGNEE, DATED OCTOBER 17, 1995 AND RECORDED OCTOBER 31, 1995 IN LIBER 4038 PAGE 318, ALL IN THE CLERK'S OFFICE OF ONONDAGA COUNTY, NEW YORK.

PARCEL VI

EASEMENTS

TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY, CREATED, DEFINED AND LIMITED BY THAT CERTAIN CONSTRUCTION AND PARKING EASEMENT AGREEMENT BY AND BETWEEN DESTINY USA LAND COMPANY, LLC AND CAROUSEL CENTER COMPANY L.P., A NEW YORK LIMITED PARTNERSHIP, DATED DECEMBER 28, 2005 AND RECORDED DECEMBER 30, 2005 IN LIBER 4922 PAGE 3, AS AMENDED BY THAT CERTAIN CONSTRUCTION AND PARKING EASEMENT AGREEMENT AMENDMENT NUMBER 1 BY AND AMONG DESTINY USA HOLDINGS LLC, A NEW YORK LIMITED LIABILITY COMPANY, DESTINY USA LAND COMPANY, LLC AND CAROUSEL CENTER COMPANY L.P., A NEW YORK LIMITED PARTNERSHIP, DATED FEBRUARY 27, 2007 RECORDED MARCH 23, 2007 IN LIBER 4987 CP 208, WITH CONSENT, JOINDER AND SUBORDINATION (PARKING) MADE BY THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, A PUBLIC BENEFIT

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CORPORATION OF THE STATE OF NEW YORK (SUBORDINATING ITS INTEREST IN THE INSTALLMENT SALE AGREEMENT TO THE FOREGOING CONSTRUCTION AND PARKING EASEMENT AGREEMENT, AS AMENDED), DATED AS OF FEBRUARY 27, 2007, RECORDED MARCH 23, 2007 IN LIBER 4987 CP 232, AS FURTHER AMENDED BY THAT CERTAIN CONSTRUCTION AND PARKING EASEMENT AGREEMENT AMENDMENT NUMBER 2 BY AND AMONG DESTINY USA HOLDINGS LLC, A NEW YORK LIMITED LIABILITY COMPANY, DESTINY USA LAND COMPANY, LLC AND CAROUSEL CENTER COMPANY L.P., A NEW YORK LIMITED PARTNERSHIP, RECORDED 02/9/2012 IN LIBER 5189 CP 604, WITH CONSENT, JOINDER AND SUBORDINATION (PARKING) MADE BY THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, A PUBLIC BENEFIT CORPORATION OF THE STATE OF NEW YORK (SUBORDINATING ITS INTEREST IN THE INSTALLMENT SALE AGREEMENT TO THE FOREGOING CONSTRUCTION AND PARKING EASEMENT AGREEMENT, AS AMENDED), RECORDED 02/9/2012 IN LIBER 5189 CP 628.

PARCEL VII

EASEMENTS

TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY, CREATED, DEFINED AND LIMITED BY THAT CERTAIN ENVIRONMENTAL EASEMENT AND ACCESS AGREEMENT BY AND AMONG PYRAMID COMPANY OF ONONDAGA, A NEW YORK GENERAL PARTNERSHIP, AND CAROUSEL CENTER COMPANY, L.P., A NEW YORK LIMITED PARTNERSHIP, DATED DECEMBER 28, 2005 AND RECORDED DECEMBER 30, 2005 IN LIBER 4922 PAGE 29 IN THE CLERK'S OFFICE OF ONONDAGA COUNTY, NEW YORK.

PARCEL VIII

EASEMENTS

TOGETHER WITH AN EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY HEREINAFTER DESCRIBED FOR THE PURPOSES OF INGRESS, EGRESS, PARKING, USE AND OPERATION OF UTILITY FACILITIES, CONSTRUCTION OF IMPROVEMENTS, LIGHTING AND OTHER RIGHTS AS GRANTED, CONSTITUTING RIGHTS IN REAL PROPERTY, IN THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DECLARATION BY AND BETWEEN CAROUSEL CENTER COMPANY, LP, DATED AS OF FEBRUARY 27, 2007, RECORDED MARCH 23, 2007 IN LIBER 4987 CP 1, WITH CONSENT, JOINDER AND SUBORDINATION AGREEMENT MADE BY CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, A PUBLIC BENEFIT CORPORATION OF THE STATE OF NEW YORK (SUBORDINATING ITS INTEREST IN THE INSTALLMENT SALE AGREEMENT TO THE FOREGOING CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DECLARATION), DATED AS OF FEBRUARY 27, 2007, RECORDED MARCH 23, 2007 IN LIBER 4987 CP 277, WITH

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18) THENCE NORTH 82° 07' 44" WEST 199.44 FEET TO A POINT;
19) THENCE NORTH 07° 52' 31" EAST 0.97 FEET TO A POINT;
20) THENCE NORTH 52° 50' 09" EAST 11.22 FEET TO A POINT;
21) THENCE NORTH 07° 52' 16" EAST 20.77 FEET TO A POINT;
22) THENCE NORTH 37° 05' 57" WEST 30.86 FEET TO A POINT;
23) THENCE NORTH 82° 07' 44" WEST 21.02 FEET TO A POINT;
24) THENCE SOUTH 52° 13' 00" WEST 5.85 FEET TO A POINT;
25) THENCE NORTH 82° 07' 44" WEST 7.41 FEET TO A POINT;
26) THENCE NORTH 07° 52' 16" EAST 108.15 FEET TO A POINT;
27) THENCE SOUTH 82° 07' 44" EAST 0.75 FEET TO A POINT;
28) THENCE NORTH 07° 52' 16" EAST 22.46 FEET TO A POINT;
29) THENCE NORTH 82° 07' 44" WEST 0.75 FEET TO A POINT;
30) THENCE NORTH 07° 52' 16" EAST 43.48 FEET TO A POINT;
31) THENCE NORTH 52° 52' 15" EAST 7.78 FEET TO A POINT;
32) THENCE NORTH 07° 52' 16" EAST 47.49 FEET TO A POINT;
33) THENCE NORTH 37° 07' 44" WEST 7.78 FEET TO A POINT;
34) THENCE NORTH 07° 52' 16" EAST 198.11 FEET TO A POINT; AND
35) THENCE SOUTH 82° 07' 44" EAST 207.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 81;

THENCE ALONG THE WESTERLY AND SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 81, IN A GENERALLY SOUTHEASTERLY DIRECTION, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) THENCE SOUTH 18° 26' 44" EAST 44.24 FEET TO A POINT;
2) THENCE SOUTH 31° 26' 40" EAST 70.85 FEET TO A POINT;
3) THENCE SOUTH 37° 56' 38" EAST 377.51 FEET TO A POINT;
4) THENCE SOUTH 33° 48' 10" EAST 129.69 FEET TO A POINT;
5) THENCE SOUTH 32° 22' 13" EAST 213.26 FEET TO A POINT;
6) THENCE SOUTH 42° 27' 42" EAST 58.65 FEET TO A POINT; AND
7) THENCE SOUTH 40° 20' 45" EAST 77.11 FEET TO ITS INTERSECTION WITH LANDS APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK DESCRIBED AS MAP 1401 PARCEL 1831 IN BOOK 5256 OF DEEDS AT PAGE 686 AND BOOK 5274 OF DEEDS AT PAGE 836;

THENCE ALONG THE BOUNDS OF SAID MAP 1401 PARCEL 1831 THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

1) SOUTH 07° 30' 19" EAST 39.16 FEET TO A POINT; THENCE
2) SOUTH 03° 25' 41" WEST 30.00 FEET TO A POINT; THENCE
3) SOUTH 12° 49' 21" WEST 30.00 FEET TO A POINT; THENCE
4) SOUTH 22° 11' 30" WEST 30.00 FEET TO A POINT; THENCE
5) SOUTH 31° 35' 08" WEST 30.00 FEET TO A POINT; THENCE
6) SOUTH 40° 57' 25" WEST 30.01 FEET TO A POINT; THENCE
7) SOUTH 48° 44' 51" WEST 20.00 FEET TO A POINT; THENCE
8) SOUTH 55° 01' 19" WEST 19.99 FEET TO A POINT; THENCE

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SUBORDINATION OF MORTGAGE MADE BY CITIGROUP GLOBAL MARKETS REALTY CORP., DATED AS OF FEBRUARY 27, 2007, RECORDED MARCH 23, 2007 IN LIBER 15124 MP 337, AS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

NEW PARCEL 11L CAROUSEL CENTER SUBDIVISION - PARCEL I

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF SYRACUSE, COUNTY OF ONONDAGA, STATE OF NEW YORK, LYING GENERALLY NORTHWESTERLY OF THE WEST HIAWATHA BOULEVARD, AND GENERALLY NORTHEASTERLY OF THE NEW YORK STATE BARGE CANAL, BEING A PORTION OF LOT 11I AND LOT 11J OF THE CAROUSEL CENTER SUBDIVISION AS SHOWN ON A RESUBDIVISION PLAN OF THE CAROUSEL CENTER SUBDIVISION FILED AS MAP NO. 8743 IN THE ONONDAGA COUNTY CLERK'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF THE OF INTERSECTION OF THE DIVISION LINE BETWEEN THE NORTHEASTERLY BOUNDARY OF THE NEW YORK STATE BARGE CANAL, SYRACUSE TERMINAL DESIGNATED AS "PARCEL NO. T-111" ON THE SOUTHWEST AND LOT 11I OF THE CAROUSEL CENTER SUBDIVISION ON THE NORTHEAST WITH THE NORTHWESTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD;

RUNNING THENCE NORTH 50° 26' 28" WEST, ALONG SAID DIVISION LINE, 690.72 FEET TO A POINT;

THENCE THROUGH LOT 11I AND 11J OF SAID SUBDIVISION THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES:

1) THENCE NORTH 40° 22' 15" EAST 191.79 FEET TO A POINT;
2) THENCE SOUTH 82° 04' 58" EAST 294.58 FEET TO A POINT;
3) THENCE NORTH 07° 52' 16" EAST 314.89 FEET TO A POINT;
4) THENCE SOUTH 82° 07' 45" EAST 53.96 FEET TO A POINT;
5) THENCE NORTH 07° 52' 16" EAST 70.18 FEET TO A POINT;
6) THENCE SOUTH 82° 07' 44" EAST 40.81 FEET TO A POINT;
7) THENCE NORTH 07° 52' 16" EAST 35.49 FEET TO A POINT;
8) THENCE SOUTH 82° 07' 50" EAST 1.52 FEET TO A POINT;
9) THENCE NORTH 07° 52' 16" EAST 45.53 FEET TO A POINT;
10) THENCE SOUTH 82° 07' 44" EAST 92.67 FEET TO A POINT;
11) THENCE NORTH 07° 52' 16" EAST 194.00 FEET TO A POINT;
12) THENCE NORTH 82° 07' 44" WEST 121.00 FEET TO A POINT;
13) THENCE NORTH 07° 52' 14" EAST 408.67 FEET TO A POINT;
14) THENCE SOUTH 82° 07' 44" EAST 168.50 FEET TO A POINT;
15) THENCE NORTH 07° 52' 16" EAST 34.33 FEET TO A POINT;
16) THENCE SOUTH 82° 07' 44" EAST 15.33 FEET TO A POINT;
17) THENCE NORTH 07° 52' 16" EAST 341.67 FEET TO A POINT;

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9) SOUTH 65° 30' 44" WEST 8.49 FEET TO A POINT; THENCE
10) NORTH 75° 22' 31" WEST 38.92 FEET TO A POINT; THENCE
11) NORTH 29° 08' 26" WEST 25.83 FEET TO A POINT; THENCE
12) NORTH 07° 58' 33" WEST 20.27 FEET TO A POINT; THENCE
13) NORTH 07° 40' 45" EAST 100.00 FEET TO A POINT; THENCE
14) NORTH 82° 23' 04" WEST 1.00 FEET TO A POINT; AND
15) SOUTH 07° 40' 49" WEST 425.30 TO ITS INTERSECTION WITH THE NORTHERLY BOUNDS OF MAP 1402 PARCEL 1836 OF SAID APPROPRIATION;

THENCE ALONG THE BOUNDS OF MAP 1402 PARCEL 1836 AS DESCRIBED IN BOOK 5256 OF DEEDS AT PAGE 686 AND BOOK 5274 OF DEEDS AT PAGE 836 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 07° 40' 17" WEST 70.35 FEET TO A POINT; THENCE
2) SOUTH 82° 09' 26" EAST 1.00 FEET TO A POINT; AND
3) NORTH 07° 40' 37" EAST 70.35 FEET TO ITS INTERSECTION WITH THE BOUNDS OF THE HEREINABOVE DESCRIBED MAP 1401 PARCEL 1831;

THENCE ALONG THE BOUNDS OF SAID MAP 1401 PARCEL 1831 THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1) NORTH 07° 40' 37" EAST 100.00 FEET TO A POINT; THENCE
2) NORTH 40° 32' 01" EAST 61.06 FEET TO A POINT; THENCE
3) NORTH 50° 26' 34" EAST 110.76 FEET TO A POINT; THENCE
4) NORTH 55° 51' 53" EAST 43.02 FEET TO A POINT; THENCE
5) NORTH 66° 11' 17" EAST 30.00 FEET TO A POINT; THENCE
6) NORTH 79° 28' 24" EAST 30.00 FEET TO A POINT; THENCE
7) SOUTH 87° 12' 02" EAST 30.00 FEET TO A POINT; THENCE
8) SOUTH 73° 54' 22" EAST 30.00 FEET TO A POINT; THENCE
9) SOUTH 59° 56' 49" EAST 33.00 FEET TO A POINT; AND
10) SOUTH 47° 06' 38" EAST 95.11 FEET TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN LOT 11J ON THE NORTHWEST AND THE LANDS NOW OR FORMERLY OF WOODSTEAD ENTERPRISES CO. AS DESCRIBED IN BOOK 3530 OF DEEDS AT PAGE 257 ON THE SOUTHEAST (FORMERLY LANDS OF ROME WATERTOWN AND OSWEGO RAILROAD COMPANY VIA LETTERS PATENT, BOOK 292, PAGE 264);

THENCE SOUTH 28° 12' 27" WEST ALONG SAID DIVISION LINE AND ALONG THE NORTHWESTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD IN PART, 36.93 FEET TO ITS POINT OF INTERSECTION WITH NORTHEASTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD;

THENCE NORTH 61° 43' 58" WEST ALONG SAID NORTHEASTERLY BOUNDARY 158.30 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF SAID WEST HIAWATHA BOULEVARD;

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THENCE WEST ALONG SAID NORTHWESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 30° 39' 30" WEST 599.46 FEET TO A POINT; THENCE
- 2) SOUTH 30° 30' 42" WEST 62.49 FEET TO A POINT; AND
- 3) SOUTH 23° 40' 55" WEST 220.04 FEET TO ITS POINT OF INTERSECTION WITH SOUTHWESTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD;

THENCE SOUTH 49° 30' 46" EAST ALONG SAID SOUTHWESTERLY BOUNDARY, 0.30 FEET TO ITS POINT OF INTERSECTION WITH THE FIRST HEREINABOVE DESCRIBED NORTHWESTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD;

THENCE SOUTH 40° 26' 20" WEST, ALONG SAID NORTHWESTERLY BOUNDARY, 98.08 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN LOT 11J ON THE NORTHEAST AND LOT 11H OF THE CAROUSEL CENTER SUBDIVISION ON THE SOUTHWEST;

THENCE NORTH 50° 25' 12" WEST, ALONG SAID DIVISION LINE, 147.85 FEET TO THE NORTHWEST CORNER OF LOT 11H;

THENCE SOUTH 40° 26' 20" WEST 217.47 FEET TO THE SOUTHWEST CORNER OF LOT 11H;

THENCE SOUTH 49° 49' 16" EAST 147.83 FEET TO A POINT ON THE FIRST HEREINABOVE DESCRIBED NORTHWESTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY OF WEST HIAWATHA BOULEVARD THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 40° 26' 20" WEST 17.66 FEET TO A POINT; AND
- 2) SOUTH 43° 01' 50" WEST 468.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE FOLLOWING PIECE OR PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK DESCRIBED AS MAP 1401 PARCEL 1832 IN BOOK 5256 OF DEEDS OF PAGE 686 AND BOOK 5274 OF DEEDS AT PAGE 836;

COMMENCING AT THE SOUTHWEST CORNER OF HEREIN ABOVE DESCRIBED MAP 1402 PARCEL 1836 SAID POINT HAVING A PROCEEDING COURSE OF SOUTH 07° 40' 17" WEST 70.35 FEET IN THE PREMISES DESCRIBED HEREINABOVE;

RUNNING THENCE NORTH 13° 18' 48" WEST 138.17 FEET TO THE SOUTHEAST CORNER OF MAP 1401 PARCEL 1832;

THENCE ALONG THE BOUNDS OF SAID MAP 1401 PARCEL 1832 THE FOLLOWING

FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 82° 09' 26" WEST 1.00 FEET TO A POINT; THENCE
- 2) NORTH 07° 53' 50" EAST 353.36 FEET TO A POINT; THENCE
- 3) SOUTH 81° 54' 58" EAST 1.00 FEET TO A POINT, AND
- 4) SOUTH 07° 53' 54" WEST 353.36 FEET TO THE POINT OF BEGINNING.

USActive 30442289.6

USActive 30442289.6

CAROUSEL CENTER

ADDENDA CONTENTS

Addendum F:
Argus Reports



Transaction Type & Date	Floor Area	Rate & Amount per Sq. Ft.	Charges	OTPA Comment		Description of Improvement	Comments	Sales Contract Number	Assessment Block Number
				Abbr.	Abbr.				
1 Maintenance & Rep. Work Order # 1402017 08 Months	10,302 0.07%	\$450,000 \$43,775	Feb-2018			See method A/A		\$128.00 24,000	Mixed See method A/A 01-11-150000P
2 Aerial Work Order # 1402018 12 Months	1,000 0.08%	\$100,000 \$0	Jan-2018			See method A/A		See category Area	Mixed See method A/A 01-11-150000P
3 Fireworks Work Order # 1402019 12 Months	1,000 0.08%	\$100,000 \$0	Jan-2018			See method A/A		See category Area	Mixed See method A/A 01-11-150000P
4 Aerial A/C Unit Work Order # 1402020 10 Months	1,000 0.08%	\$100,000 \$0	Jan-2018			See method A/A		See category Area	Mixed See method A/A 01-11-150000P
5 Aerial Work Order # 1402021 24 Months	1,000 0.08%	\$100,000 \$0	Jan-2018			See method A/A		See category Area	Mixed See method A/A 01-11-150000P
6 Aerial Work Order # 1402022 24 Months	1,000 0.08%	\$100,000 \$0	Jan-2018			See method A/A		See category Area	Mixed See method A/A 01-11-150000P
7 Aerial Work Order # 1402023 24 Months	1,000 0.08%	\$100,000 \$0	Jan-2018			See method A/A		See category Area	Mixed See method A/A 01-11-150000P

Presentation Rent Roll & Current Term Tenant Summary
As of August 2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Type & Size Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portlet Wage Miscellaneous, Months to Advance, Point to Operating Expense Reimbursements, Imprints/Commissions, Sales Breakout, Assumption about subsequent terms, Tenant Name, Type & Size Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portlet Wage Miscellaneous, Months to Advance, Point to Operating Expense Reimbursements, Imprints/Commissions, Sales Breakout, Assumption about subsequent terms.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of August 2016 for 1,507,052 Square Feet
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(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
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(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of August 2016 for 1,507,052 Square Feet
(continued from previous page)

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(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet (continued from previous page)

Table with columns: Tenant Name, Type & Suite Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portent Wage Miscellaneous, Months to Abate, Point to Opening Expense Reimbursements, Imprints, Commissions, Sales Breakpoint, Assumption about subsequent terms, Tenant Name, Type & Suite Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portent Wage Miscellaneous, Months to Abate, Point to Opening Expense Reimbursements, Imprints, Commissions, Sales Breakpoint, Assumption about subsequent terms.

(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet (continued from previous page)

Table with columns: Tenant Name, Type & Suite Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portent Wage Miscellaneous, Months to Abate, Point to Opening Expense Reimbursements, Imprints, Commissions, Sales Breakpoint, Assumption about subsequent terms, Tenant Name, Type & Suite Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portent Wage Miscellaneous, Months to Abate, Point to Opening Expense Reimbursements, Imprints, Commissions, Sales Breakpoint, Assumption about subsequent terms.

(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet (continued from previous page)

Table with columns: Tenant Name, Type & Suite Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portent Wage Miscellaneous, Months to Abate, Point to Opening Expense Reimbursements, Imprints, Commissions, Sales Breakpoint, Assumption about subsequent terms, Tenant Name, Type & Suite Number, Lease Dates & Term, Floor, Rate & Amount per Year, Changes, CPI & Current Portent Wage Miscellaneous, Months to Abate, Point to Opening Expense Reimbursements, Imprints, Commissions, Sales Breakpoint, Assumption about subsequent terms.

(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet (continued from previous page)

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(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about. Rows include tenants like 55 Montecito, 86 Matthew's Hallmark, 87 Microsoft, 88 Motherhood Maternity, 89 Mt. Smoothie, 90 Nail Trx, 91 New York & Company, 92 Oakley, 93 Pacific Sunwear.

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Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about. Rows include tenants like 68 J. All, 69 Kay Jewelers, 70 Kids Footlocker, 71 Koto Japanese Steakhouse, 72 Krizia Burger, 73 Lady Footlocker, 74 Lane Bryant, 75 Lencraviera.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about. Rows include tenants like 64 Pandora, 65 Panera Bread, 66 Panera Bread, 67 Panera Bread, 68 Papaya, 69 Paycom, 70 Paramount ATM's.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about. Rows include tenants like 76 Liberty Travel, 77 Lids, 78 Limited, 79 Littman Jewelers, 80 Lof, 81 Lord & Taylor, 82 lululemon, 83 Lush, 84 Macy's.

(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Description of, Imprints, Commissions, Sales, Assumption about, etc. Includes rows for 110 Shorret, 111 Shoe Number, 112 Soma, 113 Spinner Gifts, 114 SprintNextel, 115 SprintNextel (relo).

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Description of, Imprints, Commissions, Sales, Assumption about, etc. Includes rows for 116 Starbucks (O-D w/), 117 Street Game, 118 Subway, 119 Sunglass Hut, 120 Swarovski, 121 Taco Bell, 122 TCBY, 123 Teavana.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Description of, Imprints, Commissions, Sales, Assumption about, etc. Includes rows for 99 Paramount AT&T, 99 Pavless Shoes, 100 Perfumaria, 101 Planning Pagoda Plus, 102 Pink, 103 Popover's, 104 Pottery Barn.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary
As of Aug-2016 for 1,507,052 Square Feet
(continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months to, Description of, Imprints, Commissions, Sales, Assumption about, etc. Includes rows for 105 Royal Cinema, 106 Royal Cinema, 107 Royal Cinema, 108 Rugs, 109 Ruby Tuesday, 110 Sbarro's, 111 Sephora, 112 Shorret.

(continued on next page)



Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet

(continued from previous page)

Table with columns: Tenant Name, Type & Sub Number, Lease Dates & Term, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, etc.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet

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Table with columns: Tenant Name, Type & Sub Number, Lease Dates & Term, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, etc.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet

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Table with columns: Tenant Name, Type & Sub Number, Lease Dates & Term, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, etc.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary

As of Aug-2016 for 1,507,052 Square Feet

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Table with columns: Tenant Name, Type & Sub Number, Lease Dates & Term, Floor, Rate & Amount, Changes, CPI & Current, Months to, Port to, Description of, Imprints, Commissions, Sales, Assumption about, etc.

(continued on next page)



Input Assumptions

Property Description: Carousal Mall, 320 Haverthia Boulevard West, Syracuse, NY 13202, Retail.

Table with columns: Area Measure, Label, Area, Date, Amount. Includes sub-sections for Area Measures Determined by Occupancy and Constants.

General Inflation: Analysis Start, Fiscal reimbursement using fiscal inflation.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months, Port, Description of, Imprints, Commissions, Sales, Assumption about subsequent terms.

(continued on next page)

Input Assumptions (continued from previous page)

Table with columns: Overall Inflation Rates, Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes.

Table with columns: Annual Total Inflation, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes.

Table with columns: Reimbursable Expenses, Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes.

(continued on next page)

Presentation Rent Roll & Current Term Tenant Summary (continued from previous page)

Table with columns: Tenant Name, Floor, Rate & Amount, Changes, CPI & Current, Months, Port, Description of, Imprints, Commissions, Sales, Assumption about subsequent terms.



Input Assumptions (continued from previous page)

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Insurance. Row 2: 15 Insurance CAE.

Percent of Line Detail for Insurance (10% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Insurance. Row 2: 10 Insurance CAE.

Percent of Line Detail for Insurance (0% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 6 columns: Percent, Report Line Label, Reimbursement Revenue Reporting Group, Reporting Group, Reporting Group. Lists various insurance and energy categories.

Non-Reimbursable Expenses

Table with 11 columns: Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes. Lists Real Estate Taxes, Land, Improvements, etc.

(continued on next page)



Input Assumptions (continued from previous page)

Reimbursable Expenses

Table with 11 columns: Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes. Lists Contractor, HVAC, Office Improvements, etc.

Gross Up for Reimbursement: No Reimbursable Expenses - Sublines for CAM 500

Table with 11 columns: Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes. Lists Management, Maintenance, Cafe Square, etc.

Percent of Line Detail for Real Estate Tax (18% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Land. Row 2: 100 Improvements. Row 3: 18 Taxes - CAM.

Percent of Line Detail for Real Estate Tax (15% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Land. Row 2: 100 Improvements. Row 3: 15 Taxes - CAM.

(continued on next page)



Input Assumptions (continued from previous page)

Non-Reimbursable Expenses

Table with 11 columns: Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes. Lists Insurance Premiums, Other Expenses.

Percent of Line Detail for Real Estate Taxes

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Land. Row 2: 100 Improvements. Row 3: 100 Ancillary Parcels.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Land. Row 2: 100 Improvements. Row 3: 100 Ancillary Parcels.

Capital Expenditures

Table with 11 columns: Name, Acct Code, Actuals, Budgeted, Units, Area/Constant, Frequency, % Fixed, Inflation, Ref Acct, Notes. Lists Capital Expenditures.

General Vacancy

Table with 2 columns: Method, Primary Rate. Lists Method 2, Tenant Groups, Replace.

Percent Based on Revenue Minus Absorption and Turnover Vacancy: No Reduce General Vacancy Result by Absorption & Turnover Vacancy: Yes

Credit & Collection Loss

Table with 2 columns: Method, Primary Rate. Lists Method 1, Tenant Groups, Percent adjust.

Rent Abatements

Rent Abatement Category: All Home. Modifier: Standard.

Table with 3 columns: Date, Pct, Mon. Row 1: 1, 100, 6.00.

(continued on next page)



Input Assumptions (continued from previous page)

Percent of Line Detail for Real Estate Tax (10% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Land. Row 2: 100 Improvements. Row 3: 10 Taxes - CAM.

Percent of Line Detail for Real Estate Tax (0% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Land. Row 2: 100 Improvements.

Percent of Line Detail for Insurance (18% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

Percent of Line Detail for Total Non-Reimbursable Expenses

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Insurance. Row 2: 18 Insurance CAE.

Percent of Line Detail for Insurance (15% Admin)

Table with 2 columns: Percent, Report Line Label. Row 1: 100 Total Non-Reimbursable Expenses.

(continued on next page)



Input Assumptions (continued from previous page)

Leasing Assumptions Category: 2,501 - 5,000 SF

Lease Status: Speculative

Table with columns: Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths. Includes sub-sections for Rent Changes and Retail Sales Rent Changes.

Leasing Assumptions Category: 5,001 - 10,000 SF

Lease Status: Speculative

Table with columns: Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths. Includes sub-sections for Rent Changes and Retail Sales Rent Changes.

(continued on next page)

Input Assumptions (continued from previous page)

Step Rent Adjustments

Table with columns: Step Adjustment, 3.0% Inc. Annual, Date, Amount, Units. Shows a 100% market adjustment for 13 units.

Retail Sales Volume

Table with columns: Detail Of MLA Values, Unit of Measure: \$/SqF/Yr, and monthly data from Jul-2017 to Jul-2029. Includes Annual Total Inflation and Detail Of Finish Line.

(continued on next page)

Input Assumptions (continued from previous page)

Leasing Assumptions Category: 10,001 - 15,000 SF

Lease Status: Speculative

Table with columns: Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths. Includes sub-sections for Rent Changes and Retail Sales Rent Changes.

(continued on next page)

Input Assumptions (continued from previous page)

Market Leasing Assumptions

Leasing Assumptions Category: Up to 1,200 SF

Table with columns: Lease Status: Speculative, Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths. Includes sub-sections for Rent Changes and Retail Sales Rent Changes.

(continued on next page)



Input Assumptions (continued from previous page)

Leasing Assumptions Category: Jr. Anchor

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: Jr. Anchor, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, Jr. Anchor, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)

Leasing Assumptions Category: Department Store

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: Department Store, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, Department Store, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)



Input Assumptions (continued from previous page)

Leasing Assumptions Category: Food Court

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: Food Court, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, Food Court, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)

Leasing Assumptions Category: Kiosk

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: Kiosk, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, Kiosk, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)



Input Assumptions (continued from previous page)

Leasing Assumptions Category: ATM

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: ATM, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, ATM, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)

Leasing Assumptions Category: N/A

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Retail Sales Rent Changes, N/A, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

Renewal Probability

Table with columns: Renewal Probability Category: RP 60.00%, % to Renew, Jul-2017, Jul-2018, Jul-2019, Jul-2020, Jul-2021, Jul-2022, Jul-2023, Jul-2024, Jul-2025, Jul-2026, Jul-2027, Jul-2028.

(continued on next page)



Input Assumptions (continued from previous page)

Leasing Assumptions Category: Majors

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: Majors, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, Majors, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)

Leasing Assumptions Category: Cinema

Table with columns: Lease Status: Speculative, New Market, Renewal Mt, Unit of Measure, Term 2, Term 3. Rows include Renewal Probability, Market Rent, Months Vacant, Tenant Improvements, Leasing Commissions, Rent Abatements, Security Deposit, Non-Weighted Items, Rent Changes, Retail Sales, Reimbursements, Term Lengths, Rent Changes: Cinema, current term, Changing Base, Step, Porters' Wage, Miscellaneous, CPI Rent, Breakpoint, Category, Parking, Spaces, Amount, Retail Sales Rent Changes, Cinema, current term, Volume, Unit of Measure, Percent, Breakpoint, Secondary Sales, Use.

(continued on next page)



Input Assumptions (continued from previous page)

Changing Base Rent

Table with columns: Date, Amount, Units. Rows for 1, 13, 61, 121, 181 months.

Months Vacant

Months Vacant Category: DT 6 Mos

Table with columns: # of Months, Jul-2017, Jul-2018, Jul-2019, Jul-2020, Jul-2021, Jul-2022, Jul-2023, Jul-2024, Jul-2025, Jul-2026, Jul-2027, Jul-2028

Tenant Improvements

Tenant Improvements Category: TI \$52.02 psf

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Tenant Improvements Category: TI \$72.83 psf

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Tenant Improvements Category: TI \$104.04 psf

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Tenant Improvements Category: TI \$109.24 psf

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Input Assumptions (continued from previous page)

Tenant Improvements Category: \$25/1

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Tenant Improvements Category: \$20.00/1.00

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Leasing Commissions

Leasing Commissions Category: Market LC

Table with columns: Payment Made: First Month, Unit of Measure: Lease Year %, New Renewal Inflation, Lse Yr 1 to Lse Yr 11

Calculation includes:

Base Rent: Yes

Free Rent: Yes

Step Rent: Yes

Reimbursements: No

Retail Sales: No

CPA Rent: No

Leasing Commissions Category: \$5.00/\$2.50

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Leasing Commissions Category: \$3.00/\$1.50

Table with columns: Payment Made: First Month, Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

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Input Assumptions (continued from previous page)

Market Rent

Market Rent Category: MR \$41.50/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$37.50/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$80.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$189.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$2,950.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$405.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

(continued on next page)



Input Assumptions (continued from previous page)

Market Rent Category: MR \$100.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$75.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$18.18/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$7.00 / SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$56.50 SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

Market Rent Category: MR \$104.00/SF

Table with columns: Unit of Measure: \$/SqFt, New Renewal Inflation, Jul-2017 to Jul-2028

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Supporting Schedule – Square Feet Expiring – (All Terms)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
JC Penney	8900S	0	0	0	0	158,550	0	0	0	0
Payless Shoes	D203	0	0	0	0	3,126	0	0	0	0
Cold Stone Creamery	E202	0	0	0	0	1,210	0	0	0	0
Papa's	C103	0	0	0	0	6,749	0	0	0	0
Charlize House	C103	0	0	0	0	6,071	0	0	0	0
Famous Footwear	D102	0	0	0	0	4,701	0	0	0	0
Hat Topic	F108	0	0	0	0	1,478	0	0	0	0
Judice	F112	0	0	0	0	3,278	0	0	0	0
Jululemon	F220	0	0	0	0	3,200	0	0	0	0
Sephora	B205	0	0	0	0	5,200	0	0	0	0
The Children's Place	D201	0	0	0	0	5,140	0	0	0	0
Rose	E208	0	0	0	0	1,565	0	0	0	0
White House/Black Market	F218	0	0	0	0	2,500	0	0	0	0
Parera Bread	B109	0	0	0	0	4,000	0	0	0	0
Auntie Anne's	E201	0	0	0	0	725	0	0	0	0
H&M	C103	0	0	0	0	18,157	0	0	0	0
Auntie Anne's (Kiosk)	K101	0	0	0	0	350	0	0	0	0
Beauty Plus	C108	0	0	0	0	3,071	0	0	0	0
Champs	D103	0	0	0	0	6,200	0	0	0	0
Proveys	F211	0	0	0	0	649	0	0	0	0
Subway	B212	0	0	0	0	967	0	0	0	0
Footlocker	F204	0	0	0	0	6,376	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	61,309	0	0	0	0
Shoe Number	C206	0	0	0	0	2,545	0	0	0	0
Claires	E203	0	0	0	0	1,257	0	0	0	0
Lady Footlocker	F108A	0	0	0	0	2,100	0	0	0	0
Apple	C205	0	0	0	0	9,221	0	0	0	0
Forever 21	9903S	0	0	0	0	80,950	0	0	0	0
Payzys	G208	0	0	0	0	1,388	0	0	0	0
Ruby Tuesday	B110	0	0	0	0	4,573	0	0	0	0
The Walking Company	E205	0	0	0	0	1,272	0	0	0	0
Zuma's	F105	0	0	0	0	3,161	0	0	0	0
Soma	G205	0	0	0	0	2,434	0	0	0	0
Spencer Gifts	E103	0	0	0	0	2,000	0	0	0	0
TCBY	C212	0	0	0	0	2,012	0	0	0	0
Carhartt	B112	0	0	0	0	5,242	0	0	0	0
Regal Cinema	T101	0	0	0	0	78,000	0	0	0	0
Buckle	B105	0	0	0	0	4,884	0	0	0	0
The Art of Shaving	C202	0	0	0	0	1,053	0	0	0	0
Carmelcom	A110	0	0	0	0	725	0	0	0	0
Sunshine Hut	C207	0	0	0	0	170	0	0	0	0
Yankee Candle	F207	0	0	0	0	1,235	0	0	0	0
Pink	F110	0	0	0	0	6,137	0	0	0	0
Victoria Secret	C101	0	0	0	0	12,636	0	0	0	0
Boston Market	F210	0	0	0	0	688	0	0	0	0
Best Buy	9906A	0	0	0	0	50,000	0	0	0	0
BC Sport & Sport	B115	0	0	0	0	0	7,790	0	0	0
DSW Shoe Warehouse	A003	0	0	0	0	0	21,350	0	0	0
Pharmax	F124	0	0	0	0	0	535	0	0	0
Microsoft	B207	0	0	0	0	0	4,321	0	0	0
Garnet	B103	0	0	0	0	0	3,500	0	0	0
Kay Jewelers	C209	0	0	0	0	0	3,318	0	0	0
Lane Bryant	C106	0	0	0	0	0	7,616	0	0	0
Build A Bear	F211	0	0	0	0	0	2,866	0	0	0
Alex Shoes	F107	0	0	0	0	0	1,999	0	0	0
Koto Japanese Steakhouse	F201	0	0	0	0	0	0	5,602	0	0
Charlie Philly Steak	F213	0	0	0	0	0	0	549	0	0
Diney Store	F113	0	0	0	0	0	0	4,068	0	0
Fossilation (relo)	B108	0	0	0	0	0	0	4,506	0	0
Jululemon	F220	0	0	0	0	0	0	3,200	0	0
Swarovski	C202	0	0	0	0	0	0	1,044	0	0
Vans Wireless	A205	0	0	0	0	0	0	5,000	0	0
Vans	F212	0	0	0	0	0	0	3,249	0	0
Parera Bread	B109	0	0	0	0	0	0	0	0	0
"Lease Up	A208	0	0	0	0	0	0	0	0	0
"Lease Up	B213A	0	0	0	0	0	0	0	0	0
"Lease Up	C206B	0	0	0	0	0	0	0	0	0
Al Home (Lease Out)	9900X	0	0	0	0	0	0	0	0	0
Dunkin Donuts	E101	0	0	0	0	0	0	0	0	0

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Input Assumptions

(continued from previous page)

Property Reale		
Option:	Capitalize Net Operating Income	
Cap Rate:	5.25	
Resale Adjustments:	3	
Apply Rate to following year income: Yes		
Calculate Resale for All Years: Yes		
Input Switches		
Enable Budgeting (entry of actuals and variance reporting):	No	
Use market rent statement categories:	No	
Use reimbursable reporting group:	Yes	
Display Term override columns in Market Leasing Assumptions:	Yes	
Use CPI index:	No	
Use old input method for Present Value Discounting:	No	
Allow leases to start and end on specific dates:	No	
Auto Selection Defaults		Annually
Rents Entered:		500
Highest per SqFt Rent:		100
Highest per SqFt Property expense/revenue:		
This Property Uses:		
Development Costs	Yes	
Escrow	Yes	
Porter's Wage	Yes	
Debt	Yes	
Depreciation and Tax	Yes	
Partnerships	Yes	

Present Value Discounting	7
Primary Discount Rate:	7
Discount Method: Annually (Endpoint on Cash Flow & Resale)	
Advanced:	
Unleveraged Discount Range	
Cash Flow Rate:	7
Resale Rate:	7
Leveraged Discount Range	
Cash Flow Rate:	7
Resale Rate:	7

Supporting Schedule – Square Feet Expiring – (All Terms)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Krizee Burger	F203	0	0	0	0	0	0	0	0	0
Bath & Body (Exp)	F121	0	0	0	0	0	0	0	0	0
H&M	G103	0	0	0	0	0	0	0	0	0
Laini	F224	0	0	0	0	0	0	0	0	0
"Lease Up	A109	0	0	0	0	0	0	0	0	0
"Lease Up	C204A	0	0	0	0	0	0	0	0	0
"Lease Up	A201	0	0	0	0	0	0	0	0	0
"Lease Up	C206A	0	0	0	0	0	0	0	0	0
"Lease Up	C206B	0	0	0	0	0	0	0	0	0
"Lease Up	C206A	0	0	0	0	0	0	0	0	0
Total SqFt Expiring	62,505	69,045	101,978	45,743	210,952	41,496	239,609	72,322	53,395	27,338
Percent Of Total Expiring	4.1%	4.6%	6.8%	3.0%	14.0%	2.8%	15.9%	4.8%	3.5%	1.8%

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Supporting Schedule – Square Feet Expiring – (All Terms)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Shamet	K114	10	0	0	0	0	0	0	0	0
Street Game	D204	2,492	0	0	0	0	0	0	0	0
Americu Credit Union MT	K205A	10	0	0	0	0	0	0	0	0
Body by Fossil MTM	K103	269	0	0	0	0	0	0	0	0
Dakota Watch	K108	158	0	0	0	0	0	0	0	0
T-Mobile MTM	F105	1,510	0	0	0	0	0	0	0	0
T-Mobile MTM	K224	150	0	0	0	0	0	0	0	0
Abercrombie & Fitch	F118	10,382	0	0	0	0	0	0	0	0
Clarks	C206	2,443	0	0	0	0	0	0	0	0
Hannoush Jewelers	B209	1,281	0	0	0	0	0	0	0	0
J Crew	F226	7,068	0	0	0	0	0	0	0	0
Matthew's Hallmark	C210	4,503	0	0	0	0	0	0	0	0
Things Remastered	F203	1,856	0	0	0	0	0	0	0	0
Zales	F101	1,732	0	0	0	0	0	0	0	0
Eastern Mountain Sports	B107	8,904	0	0	0	0	0	0	0	0
Mr. Smoothie	K205	249	0	0	0	0	0	0	0	0
Ann Taylor	C203	6,521	0	0	0	0	0	0	0	0
Banana Republic	F219	7,673	0	0	0	0	0	0	0	0
Aeropostale	F222	3,844	0	0	0	0	0	0	0	0
Limman Jewelers	F201	1,450	0	0	0	0	0	0	0	0
BT Nails	F106	0	1,912	0	0	0	0	0	0	0
Journey's	F102	0	2,889	0	0	0	0	0	0	0
Journey's Kidz	F104	0	4,000	0	0	0	0	0	0	0
Sprink'Nestle (online)	A101	0	1,264	0	0	0	0	0	0	0
Radio Sunwear	K105	0	4,000	0	0	0	0	0	0	0
Aerie	A106	0	4,252	0	0	0	0	0	0	0
Aditya	F209	0	638	0	0	0	0	0	0	0
Best Buy Mobile	E108	0	1,225	0	0	0	0	0	0	0
Brooks Brothers	C105	0	3,518	0	0	0	0	0	0	0
J. Jill	F217	0	3,409	0	0	0	0	0	0	0
New York & Company	F117	0	8,308	0	0	0	0	0	0	0
Sbarro's	F206	0	805	0	0	0	0	0	0	0
Agimat Odds	A002	0	21,722	0	0	0	0	0	0	0
Express	C102	0	8,000	0	0	0	0	0	0	0
Taco Bell	K114	0	841	0	0	0	0	0	0	0
Gamestop	A105	0	1,720	0	0	0	0	0	0	0
Mastercard	B113	0	1,051	0	0	0	0	0	0	0
GNC	E206	0	1,403	0	0	0	0	0	0	0
Perfume Hawk	D205	0	0	1,416	0	0	0	0	0	0
Perfumana	F208	0	0	1,112	0	0	0	0	0	0
Chickadee New	F204	0	0	581	0	0	0	0	0	0
American Eagle	B104	0	0	10,759	0	0	0	0	0	0
Gymboree	F111	0	0	1,841	0	0	0	0	0	0
Limited	F103	0	0	5,226	0	0	0	0	0	0
Pandora	E207	0	0	1,022	0	0	0	0	0	0
Trovati	F204	0	0	791	0	0	0	0	0	0
Paramount ATMs	ATM	0	0	30	0	0	0	0	0	0
Sprink'Nestle (ind)	B210	0	0	1,000	0	0	0	0	0	0

Supporting Schedule - Square Feet Expiring - (All Terms)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
Kaze Burger	F120
Bath & Body (Exp)	F121
H&M	G103
Lush	F224
"Lease Up	F109
"Lease Up	C204A
"Lease Up	A201
"Lease Up	C206B
"Lease Up	C206A
Total SqFt Expiring	184,422
Percent Of Total Expiring	12.9%

Supporting Schedule - Square Feet Expiring - (All Terms)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
Shamet	K114
Street Game	G204
American Credit Union MT	G200A
Body by Pagoda MTM	K103
Liberty Hardware	F108
T-Mobile MTM	F105
T-Mobile MTM	K224
Abercrombie & Fitch	F118
Clarks	C206
Hannoush Jewelers	B209
J Crew	F226
Matthew's Hallmark	F203
Zales	F101
Eastern Mountain Sports	B107
Mr. Smoothie	K205
Ann Taylor	C203
Banana Republic	F219
Aeropostale	F122
L'Oréal Jewellers	F102
BY Nails	F106
Anne	F102
Journey's Kidz	F104
SportsNexus (online)	F102
Pacific Sunwear	F102
Amc	A106
Arby's	F029
Best Buy Mobile	F105
Brookstone	F105
J Jill	F217
New York & Company	F117
Scapes	F206
Against All Odds	A202
Espress	C102
Loxo Ball	F100
Gametop	A100
Mademans	B113
GNC	C206
Gettude Hawk	G205
Perfumans	F208
Chickies Hair Salon	F204
American Eagle	B104
Qumboxer	F111
Limited	F120
Pandora	G207
Teavana	F204
Paramount ATMs	ATM
SoresNexus (relo)	B210
Johnson Rockets	E201
Finch Line	A204
Highwood Maternity	F106
Best Buy	98X6A
Best Escortats	F205
Hollister	F215
Amc	A202
Oakley	B102
Puller Barn	G203
Wet Seal	F210
Williams Sonoma	F222
Piercing Pagoda Plus	K107
Lacescrafters	A107
Liberty Travel	G209
AT&T Mobility	F103
Kids Footlocker	F103
Nai Tru	D206
Chau Cafe/Black Market	F205
Francesca's Collections	F206
Koto Japanese Steakhouse	F201

(continued on next page)



Supporting Schedule - Scheduled Base Rental Revenue

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Abercrombie & Fitch	F118	322,517	471,083	482,860	494,932	507,305	519,988	532,987	546,312	559,970
Aerie	A106	366,697	243,463	172,228	176,532	180,945	185,469	190,105	194,858	199,730
Aeropostale	F122	80,812	141,546	157,952	161,901	165,948	170,097	174,350	178,708	183,176
Against All Odds	A202	173,269	290,658	290,658	290,658	290,658	290,658	290,658	290,658	290,658
Allis Shoes	F107	91,166	98,889	98,849	98,746	98,651	98,556	98,461	98,366	98,271
American Eagle	K205A	670,756	999,860	679,816	0	517,920	530,862	544,140	557,744	571,627
American Credit Union MT	K205A	12,932	0	0	0	0	0	0	0	0
Ann Taylor	C203	685,667	248,516	248,516	254,728	260,824	267,874	274,924	282,974	291,024
Apple	C205	635,647	654,716	674,358	694,588	715,426	736,889	759,630	782,772	807,322
Arby's	F029	74,064	80,841	87,624	94,408	101,192	107,976	114,760	121,544	128,328
At Home (Lease Out)	98X03	911,536	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
AT&T Mobility	B106	275,107	283,360	291,861	300,616	309,689	319,044	328,669	338,544	348,669
Auntie Annie's	E201	144,250	144,250	144,250	144,250	144,250	144,250	144,250	144,250	144,250
Auntie Anne's (Hokok)	K101	107,500	107,500	111,250	115,000	118,750	122,500	126,250	130,000	133,750
Banana Republic	F219	292,418	296,728	301,222	305,842	310,522	315,262	320,062	324,922	329,842
Bare Escentuals	F205	98,753	85,878	78,330	72,688	67,544	62,700	58,166	53,942	50,038
Bath & Body (Exp)	F121	295,829	295,829	295,829	295,829	295,829	295,829	295,829	295,829	295,829
BC Surf & Sport	B115	58,259	60,007	61,807	63,661	65,571	67,538	69,564	71,651	73,800
Beauty Plus	C108	89,598	91,362	93,272	95,272	97,324	99,424	101,572	103,768	106,012
Best Buy	98X6A	937,500	0	0	1,015,500	1,015,500	1,015,500	1,015,500	1,015,500	1,015,500
Best Buy	98X6A	0	0	0	1,015,500	1,015,500	1,015,500	1,015,500	1,015,500	1,015,500
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	1,015,500	1,015,500	1,015,500	1,015,500	1,015,500	1,015,500
Best Buy Mobile	E106	113,276	82,856	78,244	78,244	80,200	82,205	84,261	86,327	88,393
Body by Pagoda MTM	K103	91,846	103,265	105,867	108,514	111,206	113,942	116,724	119,550	122,420
Boston Market	F105	116,889	123,556	123,556	123,556	127,723	133,556	139,556	145,822	152,356
Brockton	B109	127,119	142,590	146,108	149,792	153,648	157,676	161,876	166,248	170,792
Bruckle	F102	141,336	141,336	141,336	141,336	141,404	141,404	141,404	141,404	141,404
Build A Bear	F211	188,579	188,579	188,579	188,579	188,579	188,579	188,579	188,579	188,579
Burlington Coat Factory	A201	637,614	672,100	683,595	683,595	683,595	683,595	683,595	683,595	683,595
Burlington Coat Factory	A201	0	0	0	0	0	591,270	659,072	659,072	659,072
Burlington Coat Factory	A201	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A201	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A201	0	0	0	0	0	0	0	0	0
BY Nails	D106	126,888	99,195	120,377	123,387	126,471	129,633	132,874	136,196	139,601
Calix Cafe	C206	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000
Carhart	B112	139,861	143,893	150,687	150,687	152,687	154,687	156,687	158,687	160,687
Carmichael	B112	55,892	60,978	62,747	64,527	66,327	68,147	70,007	71,907	73,847
Champs	D203	370,340	377,747	385,301	393,007	400,868	408,968	417,316	425,916	434,768
Charlene Philly Steak	F103	109,000	112,786	116,664	120,644	124,724	128,916	133,224	137,648	142,188
Charlotte Ruse	B202	312,210	322,606	334,284	347,253	361,509	377,162	394,122	412,482	432,242
Chickies Hair	C204	117,200	120,486	123,872	127,358	131,044	134,930	139,026	143,332	148,048
Chickies Express	F102	156,000	156,000	156,000	156,000	156,000	156,000	156,000	156,000	156,000
Chicks	E203	152,488	157,063	161,775	166,628	171,622	176,756	182,120	187,724	193,458
Clarks	C206	122,150	147,852	151,487	155,248	159,164	163,244	167,488	171,800	176,280
Coit Shoe Creamery	F102	151,508	103,687	103,687	103,687	103,687	103,687	103,687	103,687	103,687
Dakota Wash	K106	30,590	60,865	62,182	63,737	65,330	66,963	68,637	70,353	72,112
Dartey Stone	F113	295,725	295,725	295,725	295,725	295,725	295,725	295,725	295,725	295,725
DSW Shoe Warehouse	A203	327,386	333,933	340,612	347,424	354,373	361,468	368,699	376,063	383,622
Eastern Mountain Sports	B107	92,426	91,909	92,426	92,913	93,400	93,887	94,374	94,861	95,348
Esprit	F102	183,195	183,195	183,195	183,195	183,195	183,195	183,195	183,195	183,195
Famous Footwear	F102	117,760	117,760	117,760	117,760	117,760	117,760	117,760	117,760	117,760
Finch Line	A204	98,899	98,899	98,899	98,899	98,899	98,899	98,899	98,899	98,899
Flora	F124	82,107	82,107	82,107	82,107	82,107	82,107	82,107	82,107	82,107
Footlocker (relo)	B108	254,004	254,004	254,004	254,004	254,004	254,004	254,004	254,004	254,004
Footlocker	C104	381,464	389,693	397,967	406,289	414,665	423,097	431,679	440,413	449,299
Forever 21	98X01	77,746	80,715	82,288	83,723	85,117	86,468	87,776	89,041	90,262
Francesca's Collections	A205	17,950	59,856	109,485	112,222	115,026	117,903	120,851	123,872	126,969
Gamestop	D105	148,093	148,093	148,093	148,093	148,093	148,093	148,093	148,093	148,093
Gettude Hawk	A205	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
GNC	E206	138,966	130,484	131,864	133,294	134,776	136,310	137,896	139,534	141,226

(continued on next page)

Supporting Schedule - Square Feet Expiring - (All Terms)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
JC Penney	98X05
J.C. Penney	98X05
Johns Shines	E201
Cold Stone Creamery	E202
Champs	B113
Charlotte Ruse	B202
Famous Footwear	F102
Hot Topic	F108
Justin	F112
Kulimano	F202
Poopy's	B205
The Children's Place	B201
Regis	E208
White House/Black Market	F216
Palmer Bread	B109
Auntie Anne's	E201
H&M	G103
Auntie Anne's (Hokok)	K101
Beauty Plus	C108
Champs	B113
Poopy's	EC11
Sally's	G212
Footlocker	C104
Burlington Coat Factory	A201
Sleep Number	C208
Clarks	E203
Lady Footlocker	B108A
Clarks	C205
Forever 21	98X01
Play Walkway	G208
Ruby Tuesday	B110
The National Company	B209
Zimmer	E105
Tommy	G205
Spencer Gifts	E103
TCBY	K212
Carhart	B112

Supporting Schedule - Scheduled Base Rental Revenue
(continued from previous page)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Temp	0	0	0	0	0	0	0	0	0	0
*Temp Tenant	0	0	0	0	0	0	0	0	0	0
Total Amount Per Year	24,846,387	27,411,379	29,028,121	29,657,146	30,559,863	31,611,434	31,580,123	32,800,294	33,572,085	34,373,982
Weighted Average Per SqFt	16.49	18.19	19.26	19.28	20.28	20.98	20.95	21.76	22.28	22.81

Supporting Schedule - Scheduled Base Rental Revenue
(continued from previous page)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Gymboree	F116	136,160	138,160	107,142	118,164	121,118	124,146	127,249	130,430	133,691
Hammill Jewelers	F118	122,777	128,261	122,777	122,777	122,777	122,777	122,777	122,777	122,777
Hollister	F119	269,945	275,344	280,851	230,193	266,022	273,287	280,119	287,122	294,300
Hort's	F120	97,248	97,248	97,248	97,248	97,248	97,248	97,248	97,248	97,248
H&M	G103	279,919	285,514	291,228	297,053	302,994	308,943	314,902	320,861	326,820
H&M	G103	0	0	0	0	0	0	0	0	0
H&M	G103	0	0	0	0	0	0	0	0	0
J Crew	F226	187,172	263,666	270,288	277,045	283,971	291,070	298,347	305,896	313,671
J Penney	98X05	651,096	651,096	651,096	651,096	651,096	651,096	651,096	651,096	651,096
John Rockets	F102	231,000	231,000	193,000	130,190	0	403,425	657,900	657,900	657,900
Journey's Kidz	F104	127,494	91,725	110,042	112,794	115,613	118,204	121,495	124,938	128,430
Justin	F112	50,064	50,064	50,064	50,064	50,064	50,064	50,064	50,064	50,064
Jill Jill	F108	116,991	103,300	103,300	103,300	103,300	103,300	103,300	103,300	103,300
Kate Jewelers	C209	487,343	487,343	487,343	487,343	487,343	487,343	487,343	487,343	487,343
Kids Footlocker	F103	103,300	103,300	103,300	103,300	103,300	103,300	103,300	103,300	103,300
Koto Japanese Steakhouse	FC01	104,768	107,911	111,148	114,385	117,622	120,859	124,096	127,333	130,570
Koto Japanese Steakhouse	FC01	0	0	0	0	0	0	0	0	0
Krize Burger	FC03	98,697	121,371	125,219	128,975	132,844	136,713	140,582	144,451	148,320
Lady Footlocker	F108A	82,797	84,442	86,131	87,864	89,611	91,384	93,187	95,019	96,870
Lane Bryant	C106	388,416	388,416	388,416	388,416	388,416	388,416	388,416	388,416	388,416
Lencoppers	E209	55,059	56,711	58,412	60,159	61,954	63,797	65,686	67,620	69,600
Liberty Travel	E209	55,059	56,711	58,412	60,159	61,954	63,797	65,686	67,620	69,600
Lip	E204	95,857	100,851	105,851	110,851	115,851	120,851	125,851	130,851	135,851
Limited	F120	214,266	214,266	176,512	206,947	212,018	217,119	222,242	227,387	232,552
Litton-Jewellers	Loft	26,376	130,059	145,134	148,782	152,441	156,203	160,070	164,043	168,122
Loft	AC02	121,000	121,000	121,000	134,623	224,223	229,829	235,574	241,464	247,500
Loft	0	0	0	0	0	0	0	0	0	0
lululemon	F220	80,700	81,911	83,139	84,386	85,751	87,143	88,561	89,994	91,451
lululemon	F220	0	0	0	0	0	0	0	0	0
Lush	F224	14,953	18,418	18,971	19,540	20,126	20,730	21,351	21,987	22,638
Lush	0	0	0	0	0	0	0	0	0	0
Macy's	98X04	56,168	48,807	100,351	102,855	105,413	108,027	110,708	113,457	116,275
Mattress	98X05	162,558	177,060	181,507	186,045	190,668	195,368	200,146	205,003	210,039
Mattress	98X05	192,035	192,035	192,035	192,035	192,035	192,035	192,035	192,035	192,035
Mattress	98X05	61,425	61,425	61,425	61,425	61,425	61,425	61,425	61,425	61,425
Mr. Smoothie	F106	73,954	73,954	73,954	73,954	73,954	73,954	73,954	73,954	73,954
New York & Company	D206	64,438	66,371	68,357	70,396	72,487	74,631	76,828	79,078	81,381
New York & Company	F117	546,792	546,792	546,792	546,792	546,792	546,792	546,792	546,792	546,792
Oakley	E102	137,654	141,783	146,037	150,416	154,827	159,370	164,037	168,824	173,735
Pacific Sunwear	F102	133,828	133,828	133,828	133,828	133,828	133,828	133,828	133,828	133,828
Pandora	E107	63,151	65,405	67,721	70,098	72,537	75,037	77,598	80,220	82,903
Panera Bread	E108	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Panera Bread	E108	0	0	0	0	0	0	0	0	0
Panera Bread	E108	0	0	0	0	0	0	0	0	0
Papaya	C103	134,980	134,980	134,980	134,980	134,980	134,980	134,980	134,980	134,980
Papaya	FC01A	103,798	103,798	103,798	103,798	103,798	103,798	103,798	103,798	103,798
Paramount ATMs	ATM	112,572	112,572	112,572	112,572	112,572	112,572	112,572	112,572	112,572
Paramount ATMs	ATM	0	0	0	0	0	0	0	0	0
Paramount ATMs	ATM	0	0	0	0	0	0	0	0	0
Perfumes Shoes	D203	136,589	139,320	142,107	144,949	147,846	150,797	153,802	156,861	160,000
Perfumes Shoes	D203	0	0	0	0	0	0	0	0	0
Piercing Pagoda Plus	H107	119,539	123,126	126,819	130,517	134,309	138,205	142,205	146,305	150,500
Piercing Pagoda Plus	H107	0	0	0	0	0	0	0	0	0
Popeye's	FC11	98,866	111,854	111,854	111,854	111,854	111,854	111,854	111,854	111,854
Popeye's	FC11	0	0	0	0	0	0	0	0	0
Royal Cinema	H101	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000
Royal Cinema	H101	0	0	0	0	0	0	0	0	0
Regis	E208	87,640	89,727	93,900	98,166	102,524	107,073	111,804	116,716	121,816
Regis	E208	0	0	0	0	0	0	0	0	0
Ruby Tuesday	E110	166,183	170,766	175,329	179,873	184,494	189,182	193,937	198,759	203,639
Schaeff	E205	130,790	141,460	152,160	162,890	173,650	184,440	195,260	206,110	217,000
Sephora	E105	176,800	176,800	176,800	176,800	176,800	176,800	176,800	176,800	176,800
Shamet	E114	2,168	2,168	2,168	2,168	2,168	2,168	2,168	2,168	2,168
Shamet	E114	24,304	27,266	28,084	28,926	29,794	30,688	31,609	32,557	33,533
Sleep Number	E208	166,702	178,824	191,103	197,625	204,297	211,119	218,091	225,213	232,485
Sleep Number	E208	87,624	87,624	91,681	97,300	103,580	110,519	118,119	126,379	135,300

(continued on next page)

Supporting Schedule - Scheduled Base Rental Revenue

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Abercrombie & Fitch	F118	493,615	493,615	493,615	493,615	493,615	493,615	493,615	493,615	493,615
Aerie	A106	209,841	209,841	209,841	209,841	209,841	209,841	209,841	209,841	209,841
Aeropostale	F122	192,449	192,449	192,449	192,449	192,449	192,449	192,449	192,449	192,449
Against All Odds	F107	139,493	139,493	139,493	139,493	139,493	139,493	139,493	139,493	139,493
Alibi Shoes	F107	139,493	139,493	139,493	139,493	139,493	139,493	139,493	139,493	139,493
American Eagle	K205A	615,645	615,645	615,645	615,645	615,645	615,645	615,645	615,645	615,645
American Eagle	K205A	29,431	29,431	29,431	29,431	29,431	29,431	29,431	29,431	29,431
Ann Taylor	C203	310,362	310,362	310,362	310,362	310,362	310,362	310,362	310,362	310,362
Apple	C205	442,963	442,963	442,963	442,963	442,963	442,963	442,963	442,963	442,963
Apple	C205	161,467	161,467	161,467	161,467	161,467	161,467	161,467	161,467	161,467
ArHome (Lease Out)	98X03	316,470	316,470	316,470	316,470	316,470	316,470	316,470	316,470	316,470
ArHome (Lease Out)	98X03	966,429	966,429	966,429	966,429	966,429	966,429	966,429	966,429	966,429
ArHome (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
ArHome (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
AT&T Mobility	B106	194,991	194,991	194,991	194,991	194,991	194,991	194,991	194,991	194,991
Auntie Anne's	E201	84,307	84,307	84,307	84,307	84,307	84,307	84,307	84,307	84,307
Auntie Anne's (Hokis)	K101	171,223	171,223	171,223	171,223	171,223	171,223	171,223	171,223	171,223
Banana Republic	F109	305,068	305,068	305,068	305,068	305,068	305,068	305,068	305,068	305,068
Bare Escentuals	F205	119,831	119,831	119,831	119,831	119,831	119,831	119,831	119,831	119,831
Bath & Body (Eto)	F121	224,984	224,984	224,984	224,984	224,984	224,984	224,984	224,984	224,984
BC Surf & Sport	B115	381,296	381,296	381,296	381,296	381,296	381,296	381,296	381,296	381,296
Beauty Plus	C108	153,078	153,078	153,078	153,078	153,078	153,078	153,078	153,078	153,078
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	1,087,500	1,087,500	1,087,500	1,087,500	1,087,500	1,087,500	1,087,500	1,087,500	1,087,500
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy Mobile	E106	83,008	83,008	83,008	83,008	83,008	83,008	83,008	83,008	83,008
Best Buy Padoda MTM	A001	173,899	173,899	173,899	173,899	173,899	173,899	173,899	173,899	173,899
Boston Market	FC10	233,035	233,035	233,						

Supporting Schedule – Scheduled Base Rental Revenue
(continued from previous page)

Year 11 Jul-2027	
Tenant	Suite
*Temp Tenant	0
Total Amount Per Year	34,760,296
Weighted Average Per SqFt	23.07

Supporting Schedule – Scheduled Base Rental Revenue
(continued from previous page)

Year 11 Jul-2027	
Tenant	Suite
Gymboree	F111
Hammock Jewelers	E208
Hollister	F19
Hot Topic	F108
H&M	G103
H&M	G103
H&M	G103
J Crew	F226
JC Penney	98X05
JC Penney	98X05
John's Rockets	8201
Journey's	F102
Journey's Kizit	F104
Juston	F112
J Jill	F128
Key Jewelers	C208
Kids Footlocker	F103
Koto Japanese Steakhouse	FC01
Koto Japanese Steakhouse	FC01
Krize Burger	FC03
Lady Footlocker	B108A
Lane Bryant	C106
Lencoppers	A107
Liberty Travel	E209
Lisa	C204
Limbed	F120
Liliana Jewellers	F201
Luh	A202
Lord & Taylor	98X08
lululemon	F220
lululemon	F220
Lush	F224
Lush	F224
Macy's	B113
Madmonds	B113
Matthew's Halmark	C210
Monopoli	B207
Motherhood Maternity	F106
Mr. Smoothie	C205
Nat Tix	D206
New York & Company	F117
Oakley	B102
Pacific Sunwear	E102
Pandora	E207
Panera Bread	B108
Panera Bread	B108
Panera Bread	B108
Papaya	C103
Paycom	G208
Paramount ATMs	ATM
Paramount ATMs	ATM
Payless Shoes	D203
Perfumania	F208
Piercing Papoda Plus	K107
Pink	F110
Poppy's	FC11
Polley's Barn	C203
Reel Cinema	F101
Reel Cinema	F101
Reis	E208
Ruby Tuesday	B110
Santitas	C206
Shamnet	B205
Shamnet	K114
Shamnet	K114
Sleep Number	C208
Soma	G205

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Supporting Schedule – Retail Sales Percent Revenue

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Abercrombie & Fitch	F118	0	0	0	0	0	0	0	0	0
Aerie	A106	0	0	0	0	0	0	0	0	0
Aeropostale	F122	0	0	0	0	0	0	0	0	0
Against All Odds	A202	0	0	0	0	0	0	0	0	0
Albs Shoes	F107	0	0	0	0	0	0	0	0	0
American Eagle	B104	0	0	0	0	0	0	0	0	0
America Credit Union MT	K205A	0	0	0	0	0	0	0	0	0
Ann Taylor	K205A	0	0	0	0	0	0	0	0	0
Apple	C203	0	0	0	0	0	0	0	0	0
Apple	C205	0	0	0	0	0	0	0	0	0
Apple's	F209	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
AT&T Mobility	B106	0	0	0	0	0	0	0	0	0
Auntie Ann's	E201	14	2,414	4,885	7,431	5,027	0	0	0	0
Auntie Ann's (Kiosk)	K101	0	0	0	0	0	0	0	0	0
Banana Republic	F219	0	0	0	0	0	0	0	0	0
Bane Escorteals	F205	0	0	0	0	0	0	0	0	0
Bath & Body (Ex)	F121	0	0	0	0	0	0	0	0	0
BC Surf & Sport	B115	0	0	0	0	0	0	0	0	0
Beauty Plus	C108	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy Mobile	E106	0	0	0	0	0	0	0	0	0
Body by Papoda MTM	K103	0	0	0	0	0	0	0	0	0
Boston Market	FC10	0	0	0	0	0	0	0	0	0
Brooksline	F105	0	0	0	0	0	0	0	0	0
Buckle	B105	0	0	0	0	0	0	0	0	0
Bulls & Bees	F211	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
BV Nails	D106	0	0	0	0	0	0	0	0	0
Calen Cafe	C206	1,975	4,134	6,359	721	0	0	0	0	0
Carhart	B112	0	0	0	0	0	0	0	0	0
Carnelcom	A110	1,584	2,466	3,364	4,279	5,232	6,214	7,225	8,881	1,167
Champs	D103	0	0	0	0	0	0	0	0	0
Chattahoochee Philly Steak	FC13	0	0	0	0	0	150	1,682	1,167	0
Charlotte Russe	B202	0	0	0	0	0	0	0	0	0
Children Near	FC04	0	0	0	0	0	0	0	0	0
China Express	FC12	0	0	0	0	0	0	0	0	0
Clarks	E203	0	0	0	0	0	0	0	0	0
Clarks	C206	0	0	0	0	0	0	0	0	0
Colet Stone Creamery	C202	0	0	0	0	0	0	0	0	0
Dakota Wash	K106	1,185	0	0	0	0	0	0	0	0
Danney Stone	F113	0	0	0	0	0	1,547	9,814	8,860	0
DJW Shoe Warehouse	A003	0	0	0	0	0	0	0	0	0
Dunkin Donuts	E103	1,478	0	0	2,022	3,838	5,781	7,704	9,758	11,897
Eastern Mountain Sports	B107	0	0	0	0	0	0	0	0	0
Express	F102	0	0	0	0	0	0	0	0	0
Famous Footwear	D102	0	0	0	0	0	0	0	0	0
Fashion Line	A004	122,870	139,818	143,762	0	0	0	0	0	0
Flora	F124	0	0	0	0	0	0	0	0	0
Footlocker	B108	0	0	0	0	0	0	0	0	0
Footlocker (re)	C104	0	0	0	0	0	0	0	0	0
Forever 21	98X01	0	0	0	0	0	0	0	0	0
Francesca's Collections	98X01	4,694	6,260	7,872	9,534	930	0	0	0	0
Gamestop	A105	38,624	34,777	0	0	0	0	0	0	0
Gap	B103	0	0	0	0	0	0	0	0	0
Gerberde Hawk	D205	0	0	0	0	0	0	0	0	0
GNC	E206	0	0	0	0	0	0	0	0	0

(continued on next page)



Supporting Schedule – Scheduled Base Rental Revenue
(continued from previous page)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
Spancer Gals	B103
Sprinkles (online)	A101
Sprinkles (re)	B210
Starbucks (L/O exp)	FC07
Street Cuts	J204
Subway	B212
Sundress Hut	C207
Swarovski	B207
Taco Bell	FC14
TCBY	B105
Tavara	F204
The Art of Shaving	F202
The Children's Place	D201
The Walking Company	E205
Things Remembered	F203
T-Mobile MTM	F105
T-Mobile MTM	K224
Vanco	F212
Verizon Wireless	A205
Visiona Secret	C203
Wet Seal	F210
White House/Black Market	F218
William Sonoma	F222
Yankee Candle	E207
Zales	F101
Zumiez	F105
*Lease Up	98X02
*Lease Up	A008
*Lease Up	A109
*Lease Up	A008
*Lease Up	A008
*Lease Up	B102A
*Lease Up	B105
*Lease Up	B206
*Lease Up	B21A
*Lease Up	B101
*Lease Up	C204A
*Lease Up	C205B
*Lease Up	C208A
*Lease Up	E202
*Lease Up	F105A
*Lease Up	F220A
*Lease Up	F221
*Structural Vacancy	B101
*Structural Vacancy	FC15
*Structural Vacancy	F108
*Structural Vacancy	X206
*Structural Vacancy	X203
*Structural Vacancy	B109A
*Structural Vacancy	EST
*Structural Vacancy	C24A
*Structural Vacancy	C25A
*Structural Vacancy	F112A
*Structural Vacancy	F120A
*Structural Vacancy	FC13
*Structural Vacancy	FC12
*Structural Vacancy	FC12
*Temp Tenant	A009
*Temp Tenant	B101
*Temp Tenant	B111
*Temp Tenant	B215
*Temp Tenant	C204
*Temp Tenant	0
*Temp Tenant	D105
*Temp Tenant	FC02
*Temp Tenant	G106
*Temp Tenant	B106A
*Temp Tenant	G207
*Temp Tenant	G209

(continued on next page)



Supporting Schedule – Retail Sales Percent Revenue
(continued from previous page)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
*Temp Tenant	0
Total Amount Per Year	733,205
Weighted Average Per Sqft	0.49

Supporting Schedule – Retail Sales Percent Revenue
(continued from previous page)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
Gymboree	F11
Hammock Jewelers	0
Hollister	F219
Hot Topic	F108
H&M	G103
H&M	G103
H&M	G103
J Crew	F226
JC Penney	98X05
JC Penney	98X05
Johnnie Rockets	8201
Journey's	F102
Journey's Kidz	F104
Juston	F112
Jill	F217
Key Jewelers	C209
Kids Footlocker	F103
Koto Japanese Steakhouse	FC01
Koto Japanese Steakhouse	FC01
Kraze Burger	FC03
Lady Footlocker	B10A
Lane Bryant	C106
Lencoppers	A107
Liberty Travel	E209
Lisa	E204
Limited	F120
Limin-Jewelers	F201
Lof	A202
Lord & Taylor	98X08
Madison	F220
Madison	F223
Lush	F224
Macy's	98X04
Madison	0
Matthew's Halmark	G113
McDonald	C210
Madison	B207
Motherhood Maternity	F106
Mr. Smoothie	0
Naï Trio	D206
New York & Company	F117
Oldale	B102
Oli	E102
Pandora	E207
Panera Bread	B109
Panera Bread	B109
Panera Bread	B109
Papa John's	C103
Papyrus	E209
Paramount ATMs	ATM
Paramount ATMs	ATM
Payless Shoes	F203
Perfumania	0
Piercing Pagoda Plus	K107
Photo	F110
Popeye's	FC11
Posters-Beam	C213
Road Cinema	F101
Road Cinema	F101
Reigs	E208
Ruby Tuesday	B110
Schaeff	C205
Shophat	B205
Shamet	K114
Shamet	K114
Sleep Number	C208
Soma	G205

(continued on next page)



Supporting Schedule – Expense Reimbursement Revenue

For the Years Ending	Year 1 Jul-2018	Year 2 Jul-2019	Year 3 Jul-2020	Year 4 Jul-2021	Year 5 Jul-2022	Year 6 Jul-2023	Year 7 Jul-2024	Year 8 Jul-2025	Year 9 Jul-2026	Year 10 Jul-2027
Tenant	Suite									
Abercrombie & Fitch	F118	180,921	370,438	377,482	391,153	404,460	413,938	427,273	430,442	447,083
Aerie	A105	83,354	94,690	154,000	160,199	165,650	170,389	174,992	179,289	183,105
Aeropostale	F122	188,828	125,726	139,765	144,225	149,754	154,003	158,199	159,373	165,535
Aquatic All Goods	A022	1,224	36,327	446,128	498,259	472,275	480,322	488,315	506,860	546,244
Axis Shoes	F107	97,593	98,731	100,723	104,377	107,948	111,095	114,534	118,191	94,720
American Eagle	168,379	174,499	220,847	405,356	419,146	431,042	442,788	446,073	463,318	477,540
American Credit Union MT	K205A	50	0	0	0	0	0	0	0	0
Ann Taylor	C205	70	123	137	138	134	158	162	157	161
Apple	223,668	237,068	253,243	281,233	289,372	290,364	288,372	270,364	280,915	289,435
Apple	C205	306,109	305,870	310,022	323,076	335,424	345,124	349,127	362,207	397,687
Arlo's	F209	75,973	97,480	97,332	58,698	58,871	61,637	62,208	62,893	64,416
At Home (Lease Out)	98X03	58,976	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
AT&T Mobility	B106	129,632	130,603	133,869	139,631	81,159	100,159	102,887	103,651	107,658
Auntie Anne's	E201	53,190	53,811	51,813	53,927	55,113	58,724	28,860	30,101	31,264
Auntie Anne's (Hoosk)	K101	26,071	26,364	26,362	26,434	27,451	21,875	21,829	22,105	22,478
Banana Republic	F119	89,065	273,778	278,985	290,088	298,923	307,455	315,763	318,124	330,424
Banana Republic	K101	26,071	26,364	26,362	26,434	27,451	21,875	21,829	22,105	22,478
Banana Republic	F119	89,065	273,778	278,985	290,088	298,923	307,455	315,763	318,124	330,424
Bare Escentuals	F205	80,819	82,589	62,589	62,588	60,892	62,619	64,225	64,803	67,309
Bath & Body (Excl)	F121	138,982	144,666	148,707	154,897	160,275	165,842	171,629	177,563	183,769
BC Surf & Sport	B115	220,036	229,626	236,832	248,843	259,065	269,720	280,827	292,402	345,760
Beauty Plus	C108	169,276	172,051	176,427	183,983	191,254	198,667	206,388	213,247	198,306
Best Buy	98X6A	710,538	738,067	766,871	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	796,392	827,273	859,360	892,700	927,343	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	1,000,743
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy Mobile	E108	68,435	49,412	44,441	46,153	47,723	49,077	50,415	50,790	52,762
Best Buy Pagoda MTM	K103	15,008	14,716	15,008	15,476	15,940	16,387	16,777	16,988	17,355
Boston Market	FC10	88,256	89,730	91,706	94,599	97,492	100,192	103,605	84,695	83,333
Brooksie	B105	85,702	127,848	132,552	137,288	143,061	144,260	145,999	151,939	156,191
Brucke	B106	263,165	268,048	275,092	287,051	298,920	309,591	324,031	168,744	210,321
Buckle	F111	177,355	185,794	189,819	193,853	201,872	209,213	216,868	227,562	170,720
Burlington Coat Factory	A001	100,077	119,055	126,591	132,831	139,076	145,743	24,599	0	0
Burlington Coat Factory	A001	0	0	0	0	0	130,809	158,130	158,263	158,984
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
BY Nets	D106	109,008	60,471	69,517	72,037	74,488	76,601	78,688	79,272	82,338
Cajun Cafe	C206	89,594	91,741	93,898	97,608	99,793	102,640	105,689	108,564	79,892
Carhart	B112	186,390	194,306	202,608	211,278	220,340	229,888	197,318	217,335	225,737
Carnelcom	A011	45,838	46,529	47,180	48,830	51,842	53,693	55,921	27,402	32,180
Chattanooga Philly Steak	199,063	192,696	199,063	205,852	212,473	219,944	225,100	237,055	206,962	232,666
Chattanooga Philly Steak	F113	76,782	76,006	77,426	78,436	81,172	82,784	84,900	86,640	89,110
Chattanooga Express	B202	131,385	136,103	141,022	146,126	151,006	155,724	160,316	164,822	169,289
Children Near	C204	96,985	46,837	54,976	60,180	65,392	71,161	76,928	82,711	88,528
China Release	FC12	69,341	68,050	69,341	71,296	73,247	75,057	77,376	79,496	81,971
Clarks	F203	76,241	76,862	77,362	78,077	78,875	79,746	80,687	82,706	84,717
Clarks	C106	95,283	87,168	88,326	92,543	95,175	97,874	100,543	101,288	105,203
Coast Stone Creamery	E202	84,135	86,646	89,332	93,761	98,644	103,761	109,216	115,006	121,166
Dakota Wash	K106	8,178	8,642	8,815	9,091	9,362	9,607	9,854	9,977	10,309
Danby Stone	F113	216,425	218,665	222,925	228,163	233,173	238,167	243,159	248,148	253,138
DJW Shoe Warehouse	A003	420,001	436,686	454,141	472,293	491,172	510,895	531,222	552,457	483,747
Dustin Donald	E101	47,290	47,884	48,489	49,093	49,698	50,302	50,907	51,511	52,116
Eastern Mountain Sports	B107	78,928	81,489	84,050	86,611	89,172	91,733	94,294	96,855	99,416
Easton	F102	183,696	195,941	208,186	220,431	232,676	244,921	257,166	269,411	281,656
Eastern Footwear	D102	168,894	172,062	175,230	181,466	187,702	193,938	200,174	206,410	208,646
Faith Line	A004	431,976	448,997	466,018	483,039	499,060	515,081	531,102	547,123	563,144
Famous	F104	33,454	33,568	34,079	35,373	36,614	37,824	39,219	40,506	42,000
Famous	F102	183,696	195,941	208,186	220,431	232,676	244,921	257,166	269,411	281,656
Foelocher (Re)	C104	193,723	200,882	208,622	216,544	224,544	232,624	240,784	249,024	257,368
Forever 21	99X01	623,157	678,695	736,452	808,911	892,369	971,206	1,055,826	1,132,285	1,089,341
Francisco's Collections	A105	51,287	53,384	55,481	57,578	59,675	61,772	63,869	65,966	68,063
Garment	D105	95,322	80,813	62,588	64,802	67,026	69,250	70,737	71,212	74,068
Garage	F103	131,233	138,703	146,173	153,643	161,113	168,583	176,053	183,523	191,000
Gentle Hawk	A105	86,919	82,588	62,588	53,349	55,146	56,729	58,275	58,708	60,676
GHIC	E206	100,978	93,232	46,760	52,668	56,209	59,741	63,273	66,805	62,272

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Supporting Schedule – Retail Sales Percent Revenue
(continued from previous page)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
Spinn Gals	0
Sprinkles (online)	A101
Sprinkles (online)	A101
Starkbucks (LU exp)	FC07
Street Cante	D204
Subway	C217
Sundries Hut	B202
Swarovski	B207
Taco Bell	FC14
TCBY	E201
Tevaiva	F204
The Art of Shaving	0
The Children's Place	D201
The Wallace Company	E205
Things Remembered	F203
T-Mobile MTM	F105
T-Mobile MTM	K224
T-Mobile	C210
Victoria Secret	C215
Venon Wireless	A205
Visiona Secret	C219
West Seal	F210
White House/Black Market	A104
William Sonoma	F222
Yankee Candle</	

Supporting Schedule – Expense Reimbursement Revenue
(continued from previous page)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
*Temp Tenant	X107	0	0	0	0	0	0	0	0	0
Total Amount Per Year		22,273,956	24,586,802	26,327,197	27,423,975	28,374,909	29,657,142	30,231,821	31,317,698	32,491,838
Weighted Average Per SqFt		14.78	16.31	17.47	18.33	18.83	19.68	20.06	20.78	21.56

Supporting Schedule – Expense Reimbursement Revenue
(continued from previous page)

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Gymboree	F11	61,852	64,167	55,603	69,361	71,721	73,757	75,767	76,329	79,279
Hammill Jewelers	F12	54,228	48,071	49,895	49,361	53,111	52,721	53,111	51,561	58,914
Hollister	F19	319,053	330,212	341,937	299,173	284,783	282,015	269,155	271,151	281,633
Hobby Lobby	F10	90,299	87,629	87,629	87,629	87,629	87,629	87,629	87,629	87,629
H&M	G103	247,623	257,094	267,030	277,363	288,111	146,643	0	0	0
H&M	G103	0	0	0	0	0	146,643	310,910	322,996	335,967
H&M	G103	0	0	0	0	0	0	0	0	313,713
J Crew	F226	102,832	252,191	258,988	260,294	273,334	283,167	290,886	293,402	0
J Penney	9X005	1,722,477	1,800,364	1,880,400	1,968,672	2,057,000	2,145,328	2,233,656	2,321,984	2,410,312
John Rockets	9X005	0	150,940	132,275	0	1,539,980	2,144,447	2,238,233	2,332,019	2,425,805
Journey's	F102	146,299	84,276	97,771	101,311	104,708	107,742	110,666	111,487	115,737
Jordan's	F104	85,176	89,803	92,775	95,967	99,364	102,895	106,561	110,366	114,298
JustJo	F112	131,258	173,092	164,980	171,347	173,327	181,108	184,742	193,741	198,388
J Jill	F107	130,155	135,955	123,939	128,527	132,889	137,276	141,339	145,288	149,133
Kid's Jewellers	C209	132,254	137,732	143,509	149,524	155,803	162,300	168,911	175,643	182,500
Kids Footlocker	F103	63,459	65,446	67,527	69,728	72,045	74,478	77,027	79,691	82,468
Koto Japanese Steakhouse	FC01	138,732	144,525	150,603	156,945	163,550	170,424	177,661	185,208	193,064
Koto Japanese Steakhouse	FC01	0	0	0	0	0	0	0	0	193,064
Krize Burger	FC03	62,422	77,360	79,948	82,653	85,476	88,426	91,507	94,725	98,089
Lady Footlocker	B10A	65,411	67,400	69,595	71,993	74,603	77,329	80,172	83,134	86,215
Lane Bryant	C106	194,650	201,474	208,585	215,952	223,567	231,439	239,595	248,188	257,191
Lencoppers	A107	208,758	215,292	199,083	189,883	177,033	165,981	154,826	145,899	135,539
Liberty Travel	E209	35,542	36,165	37,102	38,422	40,139	42,158	44,485	47,027	49,783
Lip	E204	0	0	0	0	0	0	0	0	83,651
Limited	F120	128,431	132,902	132,113	136,896	142,095	147,712	153,746	160,105	166,788
Litman-Jewellers	Lub	41,701	47,424	52,230	54,831	58,499	62,237	66,045	70,000	74,119
Lof	AC02	304,152	309,991	317,938	324,983	334,288	343,848	353,663	363,733	374,056
Lord & Taylor	9X008	1,594,195	1,656,953	1,722,232	1,790,221	1,858,526	1,928,155	2,000,021	2,082,342	2,167,120
lukidulon	F220	110,076	112,947	115,928	119,033	122,265	125,726	129,407	133,308	137,429
lukidulon	F220	0	0	0	0	0	0	0	0	137,429
Lush	F224	64,346	78,388	80,327	83,738	87,107	90,116	92,844	95,294	97,878
Macy's	9X004	2,244,776	2,322,195	2,413,111	2,507,663	2,610,248	2,716,766	2,823,124	2,933,737	3,048,775
Mattress	F113	65,369	65,825	66,291	66,766	67,250	67,743	68,244	68,753	69,270
Mother's Helmark	9X020	160,670	163,726	166,850	170,042	173,427	180,405	183,121	186,099	189,895
Monopoli	9X027	206,698	209,584	212,513	224,132	233,460	243,007	252,874	263,079	273,624
Motherhood Maternity	F106	96,452	97,362	84,874	64,390	61,368	54,418	53,091	55,825	69,908
Mr. Spontee	F105	15,329	14,823	14,823	14,823	14,823	14,823	14,823	14,823	15,742
Nea Trix	0206	84,117	84,218	81,023	84,478	82,203	82,003	83,813	85,591	87,962
New York & Company	F107	302,049	298,196	338,359	362,813	382,691	372,863	382,691	409,748	434,806
Oakley	B102	121,520	123,489	126,607	130,593	135,707	141,059	146,651	152,484	158,563
Oldemark	F102	62,791	64,438	66,154	67,941	69,800	71,733	73,741	75,824	77,981
Pacific Sunwear	E207	57,507	58,403	42,362	38,905	35,905	45,845	42,061	42,373	44,410
Panera Bread	B109	96,708	97,000	102,498	109,273	116,900	124,577	133,312	142,105	151,948
Panera Bread	B109	0	0	0	0	0	0	0	0	131,732
Panera Bread	B109	0	0	0	0	0	0	0	0	131,732
Papaya	C103	119,583	123,820	128,322	133,157	138,267	143,650	149,303	155,224	161,435
Paycom	F105	251,544	251,544	251,544	251,544	251,544	251,544	251,544	251,544	251,544
Paramount ATMs	ATM	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440
Paramount ATMs	ATM	0	0	0	0	0	0	0	0	0
Paramount ATMs	ATM	0	0	0	0	0	0	0	0	0
Payless Shoes	D203	89,034	92,846	96,429	100,373	97,157	129,239	128,651	129,606	134,615
Perfumania	F107	131,057	131,057	131,057	131,057	131,057	131,057	131,057	131,057	131,057
Piercing Pagoda Plus	H107	12,704	13,150	13,699	14,251	14,807	15,366	15,928	16,494	17,062
Piercing Pagoda Plus	H107	0	0	0	0	0	0	0	0	17,062
Popeye's	FC11	110,820	113,163	115,886	118,908	122,180	125,707	129,481	133,511	137,800
Popeye's	FC11	157,250	163,888	170,431	177,883	185,246	193,521	201,716	210,831	220,865
Royal Cinema	H101	0	0	0	0	0	0	0	0	0
Royal Cinema	H101	0	0	0	0	0	0	0	0	0
Royal Cinema	H101	0	0	0	0	0	0	0	0	0
Rogers	E208	89,423	90,757	92,893	95,588	76,974	62,699	64,408	67,393	69,462
Ruby Tuesday	B110	229,193	232,129	237,739	247,137	256,688	265,011	199,630	199,630	202,972
Schaeff	C206	100,259	79,453	73,423	72,822	73,262	73,702	74,142	74,582	75,022
Sephora	B205	162,088	168,264	174,775	181,515	187,785	200,330	214,000	228,997	239,802
Shamet	F114	0	0	0	0	0	0	0	0	0
Shamet	F114	0	0	0	0	0	0	0	0	0
Shamet	F114	0	0	0	0	0	0	0	0	0
Sleep Number	C208	138,520	141,040	144,891	151,311	157,689	163,464	97,528	105,516	109,599
Sleep Number	C208	90,440	93,369	96,411	99,560	102,816	106,184	88,411	104,816	108,033

(continued on next page)



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Supporting Schedule – Expense Reimbursement Revenue

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Abercrombie & Fitch	F118	399,859								
Aerie	A106	186,518								
Aeropostale	F122	177,660								
Against All Odds	A102	387,200								
Alibi Shoes	F107	75,523								
America Eagle	K205A	497,257								
America Credit Union MT	K205A	0								
Ann Taylor	C203	301,396								
Apple	C205	426,174								
Arby's	F099	87,483								
At Home (Lease Out)	9X003	214,494								
At Home (Lease Out)	9X003	72,491								
At Home (Lease Out)	9X003	0								
AT&T Mobility	B106	115,544								
Auntie Anne's	E201	33,054								
Auntie Anne's (Hoksi)	K101	24,303								
Banana Republic	F121	364,028								
Bane Essentials	F205	72,237								
Bath & Body (Eas)	F109	178,843								
BC Surf & Sport	B115	360,034								
Beauty Plus	C108	141,035								
Best Buy	9X06A	0								
Best Buy	9X06A	0								
Best Buy	9X06A	1,039,609								
Best Buy	9X06A	56,617								
Best Buy Mobile	E108	0								
Best Buy Mobile	FC10	87,847								

Supporting Schedule – Expense Reimbursement Revenue
(continued from previous page)

Year 11	
Jul-2027	
Tenant	Suite
*Temp Tenant	0
Total Amount Per Year	33,936,584
Weighted Average Per SqFt	22.52

Supporting Schedule – Expense Reimbursement Revenue
(continued from previous page)

Year 11	
Jul-2027	
Tenant	Suite
Gymboree	F111
Hammock Jewelers	E209
Hollister	F19
Hot Topic	F108
H&M	G103
H&M	G103
H&M	G103
J Crew	F226
JP Penney	98X05
JP Penney	98X05
John's Rockets	8201
Journey's	F102
Journey's Kitz	F104
JustOn	F112
J Jill	107,555
Key Jewelers	C209
Kids Footlocker	F103
Koto Japanese Steakhouse	FC01
Koto Japanese Steakhouse	FC01
Kraze Burger	FC03
Lady Footlocker	B108A
Lane Bryant	C106
Lencostars	A107
Liberty Travel	E209
Lisa	86,123
Limed	F120
Limar-Jewelers	F201
Luh	A202
Lord & Taylor	98X08
lululemon	F220
lululemon	F220
Lush	F224
Lush	F224
Macy's	98X04
Madrocks	B113
Matthew's Halmark	C210
Monroff	8207
Motherhood Maternity	F106
Mr. Smoothie	K205
Nat Trx	G206
New York & Company	F117
Oakley	B102
Pacific Sunwear	E102
Pandora	E207
Panera Bread	B109
Panera Bread	B109
Panera Bread	B109
Papaya	C103
Paycom	G209
Paramount ATMs	ATM
Paramount ATMs	ATM
Payless Shoes	F203
Perfumania	F208
Piercing Papodis Plus	K107
Pink	F110
Poppy's	FC11
Polley's Barn	G203
Reel Cinema	F101
Reel Cinema	F101
Reis Cinema	E208
Ruby Tuesday	B110
Santitas	C205
Sephora	8205
Shamet	K114
Shamet	K114
Sleep Number	C208
Soma	G205
Soma	G205

(continued on next page)



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Supporting Schedule – Tenant Improvements

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Abercrombie & Fitch	F118	72,674	0	0	0	0	0	0	0	0
Aerie	A105	0	0	0	0	0	0	0	0	0
Aeropostale	F122	0	27,715	0	0	0	0	0	0	0
Against All Odds	A022	0	128,649	0	0	0	0	0	0	0
Albs Shoes	F107	0	0	0	0	0	0	0	15,066	0
American Eagle	K205A	0	0	79,900	0	0	0	0	0	0
America Credit Union MT	K205A	0	0	0	0	0	0	0	0	0
Ann Taylor	C203	0	47,016	0	0	0	0	0	0	0
Apple	C205	0	0	0	0	0	77,072	0	0	0
Apple	F209	0	4,800	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	740,000	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
AT&T Mobility	B106	0	0	0	19,696	0	0	0	0	0
Auntie Anne's	E201	0	0	0	0	5,891	0	0	0	0
Auntie Anne's (Kiosk)	K101	0	0	0	0	0	0	0	0	0
Banana Republic	F219	0	55,352	0	0	0	0	0	0	0
Bane Escorteaux	F205	0	0	11,956	0	0	0	0	0	0
Bath & Body (Ea)	F121	0	0	0	0	0	0	0	0	0
BC Surf & Sport	B115	0	0	0	0	0	0	0	69,077	0
Beauty Plus	C108	0	0	0	0	24,921	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy Mobile	E106	0	8,832	0	0	0	0	0	0	0
Body by Pigeon MTM	K103	0	0	0	0	0	0	0	0	0
Boston Market	FC10	0	0	0	0	0	7,731	0	0	0
Brooksline	C105	0	25,372	0	0	0	0	0	0	0
Buckle	B105	0	0	0	0	0	42,047	0	26,301	0
Bull's Head	F211	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
BV Nails	D106	0	13,786	0	0	0	0	0	0	0
CB2	C206	0	0	0	5,728	0	0	0	0	0
Carhart	B112	0	0	0	0	0	43,815	0	0	0
Carnelcom	A110	0	0	0	0	0	6,242	0	0	0
Champs	D103	0	0	0	0	51,822	0	0	0	0
Charming Philly Steak	FC13	0	0	0	0	0	0	5,508	0	0
Charlotte Russe	B202	0	0	0	51,770	0	0	0	0	0
Children Near	FC04	0	4,316	0	0	0	0	0	0	0
China Express	FC12	0	0	0	0	0	0	0	0	0
Clarks	E203	0	0	0	0	10,596	0	0	0	0
Clarks	C206	17,101	0	0	0	0	0	0	0	0
Colet Stone Creamery	C202	0	0	0	9,533	0	0	0	0	0
Dakota Wash	K106	0	0	0	0	0	0	0	0	0
Danmy Store	F113	0	0	0	0	0	0	0	37,155	0
DJW Shoe Warehouse	A003	0	0	0	0	0	0	0	155,812	0
Dunkin Donuts	E101	0	0	0	0	0	0	0	0	0
Eastern Mountain Sports	B107	62,328	0	0	0	0	0	0	0	0
Express	F102	0	57,880	0	0	0	0	0	0	0
Famous Footwear	D102	0	0	0	37,037	0	0	0	0	0
Fashion Line	A004	0	147,966	0	0	0	0	0	0	0
Floral	F124	0	0	0	0	0	7,404	0	0	0
Footlocker	B108	0	0	0	0	0	0	0	0	41,388
Footlocker (re)	B104	0	0	0	0	0	53,293	0	0	0
Forever 21	99X01	0	0	0	0	418,471	0	0	0	0
Francisco's Collections	F206	0	0	10,700	0	0	0	0	0	0
Gamestop	A105	0	0	12,773	0	0	0	0	0	0
Gap	B103	0	0	0	0	0	0	0	31,698	0
Gettitude Hawk	D205	0	10,816	0	0	0	0	0	0	0
GNC	E206	0	10,418	0	0	0	0	0	0	0

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Supporting Schedule – Expense Reimbursement Revenue
(continued from previous page)

For the Years Ending	Year 11 Jul-2027	
		Tenant
Spancer Gifts	E103	93,434
SprintNextel (online)	A101	58,419
SprintNextel (ret)	B210	47,413
Starbucks (L/O exp)	FC07	211,555
Stret Conie	J204	95,995
Subway	B212	93,000
Sundress Hut	C207	30,966
Swarovski	C202	48,250
Taco Bell	FC14	59,960
TCBY	B112	13,868
Tevaiva	F204	36,558
The Art of Shaving	F202	48,666
The Children's Place	D201	237,588
The Walking Company	E205	56,195
Things Remembered	F203	71,483
T-Mobile MTM	F105	56,175
T-Mobile MTM	K224	8,680
Vanco	F212	100,161
Verizon Wireless	A205	231,089
Victoria Secret	C203	948,029
Wet Seal	F210	162,917
White House/Black Market	F218	115,544
William Sonoma	F222	233,862
Yankee Candle	E207	147,019
Zales	F101	66,707
"Lease Up	98X02	803,207
"Lease Up	A008	96,296
"Lease Up	A109	335,387
"Lease Up	A011	169,372
"Lease Up	A008	337,159
"Lease Up	B1102A	41,596
"Lease Up	B105	66,785
"Lease Up	B206	507,006
"Lease Up	E119A	4,681
"Lease Up	C204A	19,219
"Lease Up	C205B	8,860
"Lease Up	C208A	22,554
"Lease Up	D202	37,437
"Lease Up	F105A	18,672
"Lease Up	F220A	32,063
"Lease Up	F221	104,221
"Structural Vacancy	A010	0
"Structural Vacancy	FC15	0
"Structural Vacancy	F108	0
"Structural Vacancy	X206	0
"Structural Vacancy	A203	0
"Structural Vacancy	B109A	0
"Structural Vacancy	BE1	0
"Structural Vacancy	C24A	0
"Structural Vacancy	C205A	0
"Structural Vacancy	F120A	0
"Structural Vacancy	F120A	0
"Structural Vacancy	FC-S1	0
"Structural Vacancy	FC-S2	0
*Temp Tenant	A009	0
*Temp Tenant	B101	0
*Temp Tenant	B111	0
*Temp Tenant	B215	0
*Temp Tenant	C204	0
*Temp Tenant	D105	0
*Temp Tenant	F202	0
*Temp Tenant	G106	0
*Temp Tenant	G106A	0
*Temp Tenant	G207	0
*Temp Tenant	G209	0

(continued on next page)



Supporting Schedule – Tenant Improvements
(continued from previous page)

Year 11 Jul-2027	
Tenant	Suite
*Temp Tenant	0
Total Amount Per Year	633,055
Weighted Average Per SqFt	0.42

Supporting Schedule – Tenant Improvements
(continued from previous page)

Year 11 Jul-2027	
Tenant	Suite
Gymboree	F111
Hammock Jewelers	E208
Hollister	F19
Hot Topic	F108
H&M	G103
H&M	G103
H&M	G103
J Crew	F226
JC Penney	98X05
JC Penney	98X05
Johns Rockets	B201
Journey's	F102
Journey's Kitz	F102
Juston	F112
J Jill	F217
Key Jewelers	C209
Kids Footlocker	F103
Koto Japanese Steakhouse	FC01
Koto Japanese Steakhouse	FC01
Krize Burger	FC03
Lady Footlocker	B10A
Lane Bryant	C106
Lencostars	A107
Liberty Travel	E209
Lily	E204
Limed	F120
Litman-Jewelers	F201
Loft	A202
Lord & Taylor	98X08
LuLemon	F220
LuLemon	F223
Lush	F224
Lush	F224
Macy's	98X04
Mattress	B113
Matthew's Halmark	C210
Monroff	B207
Motherhood Maternity	F106
Mr. Smoothie	E205
Nat Trx	D206
New York & Company	F117
Oldale	B102
Pacific Sunwear	E102
Pandora	E207
Panera Bread	B109
Panera Bread	B109
Panera Bread	B109
Papaya	C103
Paycom	G209
Paramount ATMs	ATM
Paramount ATMs	ATM
Payless Shoes	F203
Perfumania	F208
Piercing Papoda Plus	K107
Pink	F110
Poppy's	FC11
Polter Beam	G203
Reel Cinema	T101
Reel Cinema	T101
Reigs	E208
Ruby Tuesday	B110
Sherry's	FC05
Shiphra	B205
Shamet	K114
Shamet	K114
Sleep Number	G208
Soma	G205

(continued on next page)



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Supporting Schedule – Leasing Commissions

For the Years Ending	Year 1 Jul-2017	Year 2 Jul-2018	Year 3 Jul-2019	Year 4 Jul-2020	Year 5 Jul-2021	Year 6 Jul-2022	Year 7 Jul-2023	Year 8 Jul-2024	Year 9 Jul-2025	Year 10 Jul-2026
Tenant	Suite									
Abercrombie & Fitch	F118	32,444	0	0	0	0	0	0	0	0
Aerie	A105	0	13,895	0	0	0	0	0	0	0
Aeropostale	F122	0	12,373	0	0	0	0	0	0	0
Against All Odds	A022	0	69,918	0	0	0	0	0	0	0
Albs Shoes	F107	0	0	0	0	0	0	0	6,725	0
American Eagle	B104	0	0	0	0	0	0	0	0	0
American Eagle	K205A	0	0	35,669	0	0	0	0	0	0
American Credit Union MT	K205A	0	0	0	0	0	0	0	0	0
Ann Taylor	C203	0	20,989	0	0	0	0	0	0	0
Apple	C205	0	0	0	0	0	34,407	0	0	0
Apple's	F099	0	2,054	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
At Home (Lease Out)	98X03	0	0	0	0	0	0	0	0	0
AT&T Mobility	B106	0	0	0	8,793	0	0	0	0	0
Auntie Anne's	E201	0	0	0	0	2,630	0	0	0	0
Auntie Anne's (Kiosk)	K101	0	0	0	0	1,268	0	0	0	0
Banana Republic	F19	0	24,697	0	0	0	0	0	0	0
Bane Escorteals	F205	0	0	5,337	0	0	0	0	0	0
Bath & Body (Ex)	F121	0	0	0	0	0	0	0	0	0
BC Surf & Sport	B115	0	0	0	0	0	0	0	30,838	0
Beauty Plus	C108	0	0	0	0	11,125	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy	98X6A	0	0	0	0	0	0	0	0	0
Best Buy Mobile	E106	0	3,943	0	0	0	0	0	0	0
Body by Fagoda MTM	K103	841	0	0	0	0	0	0	0	0
Boston Market	FC10	0	0	0	0	0	3,451	0	0	0
Brooksline	C105	11,227	0	0	0	0	0	0	0	0
Buckle	B105	0	0	0	0	0	18,771	0	0	0
Bulls & Bear	F211	0	0	0	0	0	0	11,741	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
Burlington Coat Factory	A001	0	0	0	0	0	0	0	0	0
BV Nails	D106	0	6,154	0	0	0	0	0	0	0
Caia Caffe	C206	0	0	0	2,557	0	0	0	0	0
Carhart	B112	0	0	0	0	0	19,560	0	0	0
Carnelcom	A110	0	0	0	0	0	2,796	0	0	0
Champs	D103	0	0	0	0	23,135	0	0	0	0
Charming Philly Steak	FC13	0	0	0	0	0	0	2,646	0	0
Charlotte Russe	B202	0	0	0	23,112	0	0	0	0	0
Children Near	FC04	0	1,906	0	0	0	0	0	0	0
China Express	FC12	0	0	0	0	0	4,680	0	0	0
Clarks	E203	0	0	0	0	0	0	0	0	0
Clarks	C206	7,634	0	0	0	0	0	0	0	0
Colet Stone Creamery	C202	0	0	0	4,256	0	0	0	0	0
Dakota Wash	K106	494	0	0	0	0	0	0	0	0
Danney Stone	F113	0	0	0	0	0	0	16,587	0	0
D&W Shoe Warehouse	A003	0	0	0	0	0	0	84,517	0	0
Darlin Donuts	E101	0	0	0	0	0	0	0	0	0
Eastern Mountain Sports	B107	27,825	0	0	0	0	0	0	0	0
Express	F102	25,750	0	0	0	0	0	0	0	0
Famous Footwear	D102	0	0	0	16,534	0	0	0	0	0
Fashion Line	A004	0	0	80,416	0	0	0	0	0	0
Flomax	F124	0	0	0	0	0	3,305	0	0	0
Footlocker (re)	B108	0	0	0	0	0	0	18,454	0	0
Footlocker	B104	0	0	0	0	0	23,791	0	0	0
Forever 21	99X01	0	0	0	0	227,430	0	0	0	0
Francesca's Collections	F103	0	0	0	4,788	0	0	0	0	0
Gamestop	A105	0	5,702	0	0	0	0	0	0	0
Garage	B103	0	0	0	0	0	0	13,865	0	0
GettyBude Hawk	D205	0	4,694	0	0	0	0	0	0	0
GNC	E206	0	4,651	0	0	0	0	0	0	0

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Supporting Schedule – Tenant Improvements
(continued from previous page)

For the Years Ending	Year 11 Jul-2027
Tenant	Suite
Spencer Gifts	E103
Sprinkles (online)	A101
Sprinkles (re)	B219
Starbucks (L/O exp)	FC07
Street Corner	J204
Subway	B212
Sundress Hut	C207
Swarovski	C207
Taco Bell	FC14
TCBY	B212
Tavara	F204
The Art of Shaving	F202
The Children's Place	D201
The Walking Company	E205
Things Remembered	F203
T-Mobile MTM	F105
T-Mobile MTM	K224
Vanco	F212
Verizon Wireless	A205
Victoria Secret	G203
Wet Seal	F210
White House/Black Market	F215
William Sonoma	F222
Yankee Candle	F207
Zales	F101
Zumiez	E105
*Lease Up	98X02
*Lease Up	A008
*Lease Up	A109
*Lease Up	A201
*Lease Up	A208
*Lease Up	B102A
*Lease Up	B105
*Lease Up	B206
*Lease Up	B213A
*Lease Up	C204A
*Lease Up	C205B
*Lease Up	C208A
*Lease Up	D202
*Lease Up	F105A
*Lease Up	F220A
*Lease Up	F221
*Structural Vacancy	A010
*Structural Vacancy	FC15
*Structural Vacancy	F108
*Structural Vacancy (S)	X206
*Structural Vacancy (S)	A203
*Structural Vacancy (S)	B109A
*Structural Vacancy (S)	C204
*Structural Vacancy (S)	C205A
*Structural Vacancy (S)	F120A
*Structural Vacancy (S)	F120A
*Structural Vacancy (S)	FC51
*Structural Vacancy (S)	FC52
*Temp Tenant	A009
*Temp Tenant	B101
*Temp Tenant	B111
*Temp Tenant	B215
*Temp Tenant	C204
*Temp Tenant	D105
*Temp Tenant	F202
*Temp Tenant	G106
*Temp Tenant	G106A
*Temp Tenant	G207
*Temp Tenant	G209

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RICHARD W. LATELLA, MAI, FRICS
EXECUTIVE MANAGING DIRECTOR | VALUATION & ADVISORY
PRACTICE GROUP LEAD | RETAIL

CUSHMAN & WAKEFIELD, INC.

Mr. Latella entered real estate in 1975 in sales and residential appraising with Warren W. Orpen & Associates, a local real estate appraisal, brokerage and insurance firm. In 1977, he joined the New Jersey Division of Taxation as a Supervisor in the Local Property Tax and Public Utility Branch. While assisting and advising state taxpayers on a myriad of issues, he completed the necessary course work and required examination to become a Certified Tax Assessor in New Jersey. In 1980, he shifted to a career in commercial real estate valuation with Valuation Counselors Inc., a national multi-disciplined commercial and institutional valuation firm in their Princeton, New Jersey office. In 1982, he was promoted to Senior Appraiser.

Mr. Latella joined Cushman & Wakefield's then national headquarters in Philadelphia in 1983 as a Senior Appraiser. By the mid- to late 1980s he began to develop a core specialization in retail valuations with an emphasis on regional/superregional malls. His relocation to C&W's World Headquarters in 1988 directly addressed a need to better serve global capital providers and institutional clients that lend on significant retail properties. Recognizing this need, Mr. Latella helped establish C&W's first specialty appraisal practice in 1990 devoted exclusively to the retail asset class. Over the ensuing years C&W's Valuation & Advisory group has built its business model around specialization and now has over 20 specialty practices across a myriad of industries and property classes.

He currently serves as Executive Managing Director, Practice Group Lead for the Retail practice group. This group is comprised of approximately 120 senior-level appraisers specializing in regional malls, department stores, and other major retail property types in 99 markets around the world. In 2014 the global team completed nearly 13,000 appraisals and his domestic team completed valuations on 14 of the top 20 sales and financing transactions in the United States.

EXPERIENCE

Mr. Latella's appraisal and consulting assignments have been international in scope and have included a full array of property types, including commercial, industrial, multifamily residential, hotels and special-use properties such as hospitals and nursing homes. He is qualified as an expert witness in retail matters and testified in bankruptcy litigation cases. He has been a guest speaker before numerous real estate and advisory organizations throughout the world.

EDUCATION

- College of New Jersey, Bachelor of Science 1977
- New York University, School of Continuing Education

CUSHMAN & WAKEFIELD 1

MEMBERSHIPS, LICENSES AND PROFESSIONAL AFFILIATIONS

- Designated Member, Appraisal Institute (MAI #8346)
 - As of the current date, Richard Latella, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Fellow, Royal Institution of Chartered Surveyors (FRICS Designation #1256063)
- Affiliate Member, International Council of Shopping Centers, ICSC
- Council Member, Urban Land Institute, Membership # 76883
- New Jersey Licensed Real Estate Salesperson, License #NS-130101-A
- Former Certified Tax Assessor, State of New Jersey
- Certified General Real Estate Appraiser in the following states:
 - Arizona – 31866
 - California – AG044466
 - Colorado – CG20000528
 - Connecticut – RCG.0001312
 - Georgia – 213716
 - Illinois – 553.002304
 - Louisiana – G2925
 - Maryland – I1507
 - Minnesota – 40184155
 - Nevada – A.0205886-CG
 - New Jersey – 42RG00192700
 - New York – 4600003892
 - North Carolina – A7228
 - Ohio – 2002005378
 - Pennsylvania – GA-001053-R
 - Tennessee – CG 4481
 - Texas – TX 1380524 G
 - Virginia – 4001015323

OTHER ACCOMPLISHMENTS AND AWARDS

- 2014 New York Area Top Valuation & Advisory Professional
- Recipient of the Leo L. Mazels award for overall professional excellence and quality of services by the Valuation Advisory Services Group of Cushman & Wakefield in 1997.

GUEST SPEAKER/PRESENTATIONS

- Citi Global Markets & Banking REIT Equities Analyst Presentation 2015, NYC - Industry Expert Speaker
- Fall Real Estate Conference 2012-2015 - Seattle Chapter of the Appraisal Institute, Seattle, WA
- JP Morgan Chase - TCNJ School of Business Alumni Panel Presentation 2015 - Guest Speaker
- ICSC Symposium 2014 Market Intelligence in Latin America Mexico City - Guest Speaker
- Villanova Real Estate Challenge 2014 and 2015 - Guest Judge
- Cushman & Wakefield EMEA Presentation - Globalization of the Retail Valuation Practice, Frankfurt, Germany

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- Cushman & Wakefield APAC Presentation - Globalization of the Retail Valuation Practice, Shanghai, China
- Cushman & Wakefield Webinar Series - IQ2012 - Quarterly State of the Market - Retail
- ICSC/VRN - 2011 VRN Fall Outlet Leasing and Marketing Convention, Keynote speaker - New Jersey Meadowlands
- C-III Capital 2011 Capital Markets and Valuation Overview - Dallas, TX
- J.E. Robert Companies - 2011 Valuation Seminar - Dallas, TX
- Citibank - 2009, Citi Investment Research Retail Days - New York, NY
- Urban Land Institute - 2008, Spring Council Forum - Dallas, TX
- Capmark - 2008, National Sales Meeting - Phoenix, AZ
- ICSC Fall Research Conference - 2006, Houston, TX
- Wharton School - University of Pennsylvania - Real Estate Club - 2005
- New York University - Real Estate Masters Program - 2005
- Columbia Business School, Real Estate Association - 2005
- International Council of Shopping Centers Financial Management Conference 2002, Orlando, FL
- NCREIF - Winter Conference-2002, Snowbird, UT
- International Council of Shopping Centers - Spring Convention - 2001 Las Vegas, NV
- KanAm Investor Presentation - 2000, Dusseldorf, Frankfurt, and Munich, Germany
- Cushman & Wakefield's Market Trends Seminars
- Capital Company of America - Showcase V 1998, San Francisco, CA

BANKRUPTCY AND EXPERT TESTIMONY

- Acted as an expert witness in various states.
- Has been retained as a consultant and valuation expert in connection with several retail bankruptcies, restructurings and financings for such retailers as: Albertsons, Burlington Coat Factory, Mervyns, Toys "R" Us, Lord & Taylor, Saks Fifth Avenue, JC Penney, Sears, Safeway, Neiman Marcus, Pep Boys, Kroger, O'Reilly Auto, Bally Total Fitness, Loews Cineplex, Kmart, Service Merchandise, Payless Cashways, Frank's Nursery, Warnaco, Federated Department Stores, Macy's, Merry-Go-Round, HomeLife, Homebase, Jacobson's, Bruners Furniture, Liberty House, Jitney Jungle, Hechinger, Montgomery Ward, Penn Traffic, Levitz Furniture, Rite-Aid, Caldor, Bradlees, Stop & Shop and Regal Cinemas.
- Mr. Latella was retained by Weil, Gotshal & Manges LLP as lead appraiser and expert witness for the General Growth Properties bankruptcy, the largest retail bankruptcy ever.
- Participated in various arbitrations with respect to valuation disputes involving retail property.
- July 2015 testified as an expert witness in Maryland Tax Court.
- United States District Court, Middle District of Louisiana
- *KeyBank National Association, v. Perkins Rowe Associates, LLC, et al.*, July 2010, Case No. 3:09-CV-00497
- United States Bankruptcy Court, Southern District of New York
- *General Growth Properties, Inc., et al.*, May 2009, Case No. 09 - 11077 (ALG)
- *Sussex Commons Outlets, LLC, v. Chelsea Property Group, Inc., et al.*, September 2006, Docket No. L-554-03 Superior Court of New Jersey, Sussex County

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PUBLICATIONS

Mr. Latella is a contributing author and consultant to various retail research reports and periodicals, including the *PriceWaterhouseCoopers (formerly Korpacz) Real Estate Investors Survey, Shopping Center Business, Shopping Center World, Value Retail News, Real Estate Forum, Crain's New York Business, National Real Estate Investor, The New York Times, and the Wall Street Journal.*

- Over the past 10 years, Mr. Latella has authored a variety of Cushman & Wakefield Research Reports, produced generally one to two times per year and are provided to clients, brokers and analysts:
 - *National Retail Overview*
 - *Lifestyle Industry Overview*
 - *Movie Theatre Industry Overview*
 - *Outlet Industry Overview*
 - *Mart Industry Overview*
 - *Supermarket Industry Overview*
 - *Drug Store Industry Overview*
 - *Retail Net Lease Overview*
- Potential for Outlet Center Development in Canada" (C&W study), September 2012
- "Exuberance in Control, Outlet Sector on a Roll," *Value Retail News*, May 2011 (cover)
- *PriceWaterhouseCoopers (Korpacz) Real Estate Investors Survey:*
 - "Retail Special Report: The Perfect Storm or More Hot Air," 2Q 2009
 - "Retail Special Report: The 100-Million Square Foot Hangover," 1Q 2009
- "Frugal is Fashionable," *Urban Land*, January 2009
- "The Numbers Don't Lie - Outlet-Opportunity," *Value Retail News*, September 2009
- *Cushman & Wakefield Business Briefings:*
 - "Millennial and Retail" 2015
 - "National Luxury Retail Overview," 2012
 - "National Luxury Market: Frugality Fatigue Spurs Americans to Trade Up," 2012
 - "When The Storm Passes," 2009
 - "Race to The Bottom," 2009
 - "Frugal is Fashionable," 2008
 - "Changing Tides - Outlook for the Retail Sector," 2008
- *Cushman & Wakefield Retail TrendWatch:*
 - "Outlet Sector Investment and Productivity at Record Levels," September 26, 2011
- Developed a two-hour WebEx seminar entitled, "Retail Industry Overview and Valuation Issues," approved by the Appraisal Institute for continuing education.

OTHER

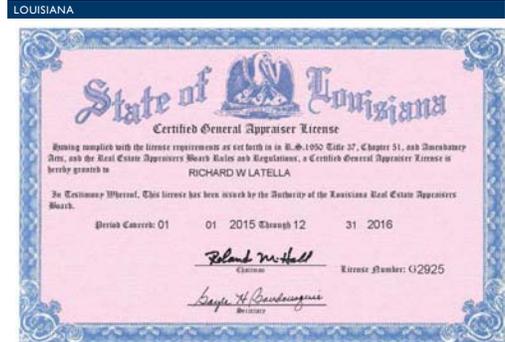
- Upper Makefield Township Planning Commission, Bucks County, PA
- 401K Committee, Cushman & Wakefield, Inc.
- Cushman & Wakefield Valuation & Advisory-Global Leadership Team; Global Accounts Team; Quality Control Committee;
- Former Board Member, New Hope Historical Society
- Landscaping Chair, Timber Knoll Homeowners Association

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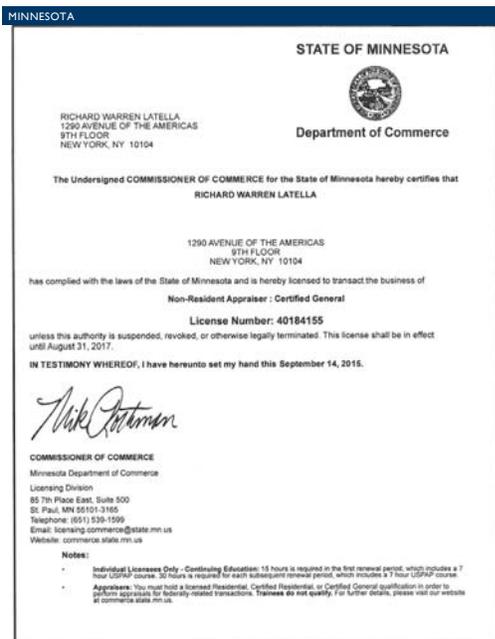




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CUSHMAN & WAKEFIELD 11



CUSHMAN & WAKEFIELD 12

NEW JERSEY

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES TO VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS CERTIFIED

RICHARD W. LAELLA
 28 TIMBER KNOLL DR
 WASHINGTON CROSSING PA 18977-1000

FOR PRACTICE IN NEW JERSEY AS A(N): **Certified General Appraiser**

12/07/2015 TO 12/31/2017
 VALID

42RG00192700
 LICENSE REGISTRATION/CERTIFICATION #

Richard W. Laella
 ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

CUSHMAN & WAKEFIELD 1 3

NEW YORK

UNIQUE ID NUMBER
 46000003892

State of New York
 Department of State
 DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
 Control No. **79441**

PURSUANT TO THE PROVISIONS OF ARTICLE 46 OF THE
 EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
 11/10/14

EXPIRATION DATE
 11/09/16

LATELLA RICHARD W
 C/O CUSHMAN & WAKEFIELD INC
 1290 AVENUE OF THE AMERICAS
 9TH FL.
 NEW YORK, NY 10104-6170

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
 R. E. GENERAL APPRAISER

CESAR A. PERALES
 SECRETARY OF STATE

NORTH CAROLINA

NORTH CAROLINA APPRAISAL BOARD
 APPRAISER QUALIFICATION CARD
 Expires June 30, 2016

15 16
 RICHARD W LAELLA

A7228 ID Y

APPRaiser's SIGNATURE EXECUTIVE DIRECTOR

RICHARD W LAELLA
 CUSHMAN & WAKEFIELD
 1290 AVENUE OF THE AMERICAS 9TH
 FLOOR
 NEW YORK, NY 10104

CUSHMAN & WAKEFIELD 1 4

OHIO

STATE OF OHIO
 DIVISION OF REAL ESTATE
 AND PROFESSIONAL LICENSING

AN APPRAISER LICENSE/CERTIFICATE
 has been issued under ORC Chapter 4763 to:

NAME: Richard W Latella
 LICENSE NUMBER: 2002005378
 LIC LEVEL: Cert General R. E. Appraiser - Reciprocity
 CURRENT ISSUE DATE: 10/09/2015
 EXPIRATION DATE: 10/16/2018
 USPAP DUE DATE: 10/16/2018

PENNSYLVANIA

Commonwealth of Pennsylvania
 Department of State
 Bureau of Professional and Occupational Affairs
 PO Box 2649 Harrisburg PA 17105-2649

15 0072759

Certificate Type
 Certified General Appraiser

Certificate Status
 Active

Initial Certification Date
 06/21/1993

Certificate Number
 GA001053R

Expiration Date
 06/30/2017

RICHARD WARREN LAELLA
 28 TIMBER KNOLL DRIVE
 WASHINGTON CROSSING PA 18977

Richard W. Laella

Acting Commissioner of Professional and Occupational Affairs

CUSHMAN & WAKEFIELD 1 5

TENNESSEE

State of Tennessee
 TENNESSEE REAL ESTATE APPRAISER COMMISSION

9757580
 26726

CERTIFIED GENERAL REAL ESTATE APPRAISER

RICHARD WARREN LAELLA

This is to verify that all requirements of the State of Tennessee
 have been met.

ID NUMBER: 00004481
 LIC STATUS: ACTIVE
 EXPIRATION DATE: 06/31/2017

IN-1313
 DEPARTMENT OF
 COMMERCE AND INSURANCE

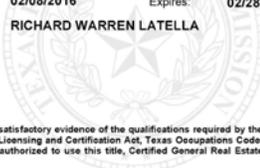
CUSHMAN & WAKEFIELD 1 6



TEXAS

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: **TX 1380524 G**
Issued: **02/08/2016** Expires: **02/28/2018**
Appraiser: **RICHARD WARREN LAELLA**



Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

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VIRGINIA

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
8900 Mayfield Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 387-8500

EXPIRES ON: 01-31-2017 NUMBER: 4001015023

REAL ESTATE APPRAISER BOARD
CERTIFIED GENERAL REAL ESTATE APPRAISER

RICHARD W LAELLA
1200 AVENUE OF THE AMERICAS
9TH FLOOR - CUSHMAN & WAKEFIELD, INC
NEW YORK, NY 10104



John W. ...

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APPENDIX C—SUMMARY OF THE PILOT AGREEMENT

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the PILOT Agreement to which reference is made for the complete provisions thereof. This summary is only a brief description of certain provisions of the PILOT Agreement, is not complete or definitive and is qualified in its entirety by reference to the full text of the PILOT Agreement.

The Issuer's rights and remedies under the PILOT Agreement will not be pledged or assigned to the Bond Trustee as security for the Bonds. Bondholders will have no rights under the PILOT Agreement.

PILOT Payments

(a) Each of Carousel Owner and Expansion Owner (each, an “Obligor”) agrees to make, to the extent specified by such Obligor in an “Election Notice” (substantially in the form attached to the PILOT Agreement) delivered to the Agency by such Obligor, without diminution, deduction or set-off whatsoever, and without prior notice or demand, *payments in lieu* of all real estate taxes and assessments (in addition to paying all applicable special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to that portion of Expanded Carousel that is identified and described in such Election Notice if such portion of Expanded Carousel were not exempt by virtue of the Agency’s interest therein (the “PILOT Payments”). The amounts of such PILOT Payments, frequency of payment and method for calculation shall be as set forth in the PILOT Agreement and in such Election Notice. An Election Notice may be amended from time to time in accordance with the terms of the Approving Legislation, this Agreement and such other documents as may be applicable.

(b) Any Obligor required by the terms of the PILOT Agreement to make PILOT Payments shall be an “Obligor” in connection with only those PILOT Payments specified by such Obligor in an Election Notice (or Election Notices) delivered to the Agency by such Obligor. The obligation of each Obligor to make PILOT Payments as described in and required by the PILOT Agreement shall be several but not joint.

(c) The Carousel Owner shall be the Obligor in connection with PILOT Payments required to be made under the PILOT Agreement and under the applicable Election Notice delivered by the Carousel Owner to the Agency with respect to the Carousel Center, and the Expansion Owner shall be the Obligor in connection with PILOT Payments required to be made under the PILOT Agreement and under the applicable Election Notice delivered by the Expansion Owner to the Agency with respect to the Expansion Project. After the Effective Date (as defined below) of the PILOT Agreement with respect to a Phase of the Carousel Expansion (other than the Expansion Project) or a portion of the Land, any Obligor or Pyramid Entity that has delivered an Election Notice to the Agency with respect to such Phase or portion of the Land, and that is the beneficial owner of such Phase or portion of the Land, shall be the Obligor in connection with PILOT Payments required to be made under the PILOT Agreement and under the applicable Election Notice with respect thereto. Each Election Notice, when delivered, shall be incorporated into the PILOT Agreement by reference and become a part of the PILOT Agreement, and the Pyramid Entity delivering such Election Notice shall by virtue of delivery thereof become a party to the PILOT Agreement and shall thereafter be deemed an “Obligor” for all purposes under the PILOT Agreement.

(d) The Carousel Owner shall make PILOT Payments with respect to the Carousel Center as required in the Election Notice delivered to the Agency in connection with the issuance of the Bonds. The Expansion Owner shall make PILOT Payments with respect to the Expansion Project as required in the Election Notice delivered to the Agency in connection with the issuance of the Series 2007 Bonds.

(e) Any Obligor in connection with PILOT Payments with respect to any Subsequent Phase shall make PILOT Payments as required in the Election Notice delivered to the Agency in connection with such Phase.

(f) The payment and allocation of all PILOT Payments required to be made by each Obligor under the PILOT Agreement with respect to Expanded Carousel and the Public Improvements shall comply with the terms of the PILOT Assignment and the Approving Legislation.

(g) Unless the PILOT Trustee shall agree otherwise, the obligation of any Obligor under the PILOT Agreement and under the PILOT Assignment to make PILOT Payments to the PILOT Trustee during any PILOT Year that are required to be used in part to pay debt service with respect to bonds issued by the Agency shall be (a) evidenced by a PILOT Note payable by such Obligor to the order of the Agency in the form attached to the PILOT

Agreement in a principal amount equal to the aggregate amount of such PILOT Payments, and (b) secured by a PILOT Mortgage granted by such Obligor and the Agency to the Agency in the form attached to the PILOT Agreement encumbering the Obligor's and the Agency's respective interests in and to that portion of the Project Facility with respect to which such PILOT Payments are to be made, each of which shall be assigned by the Agency to the PILOT Trustee. Each such PILOT Mortgage shall be (a) subject and subordinate to the PILOT Mortgage securing the PILOT Note that evidences the obligation of any Obligor to make corresponding PILOT Payments under the PILOT Agreement during any succeeding PILOT Year, and (b) paramount in lien to the PILOT Mortgage securing the PILOT Note that evidences the obligation of any Obligor to make corresponding PILOT Payments under the PILOT Agreement during any preceding PILOT Year. In the event that PILOT Payments evidenced by PILOT Notes and secured by PILOT Mortgages as required above shall be increased or decreased by a modification of the applicable Election Notice, such increases or decreases shall be evidenced and secured by such additional, modified and/or consolidated PILOT Notes and PILOT Mortgages as the Agency and the PILOT Trustee shall determine. In that event, the Agency or the PILOT Trustee may also require either a new title insurance policy or an endorsement to any existing title insurance policy insuring that such additional, modified and/or consolidated PILOT Mortgages will have the same lien priority as the corresponding existing PILOT Mortgages.

Tax-Exempt Status of the Project Facility; Other Payments

(a) **Effective Dates.** Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law (the "RPTL"), the parties to the PILOT Agreement understand that for so long as the Agency shall own or have a controlling interest in some or all of the Project Facility, including, without limitation, any portion of the Land that is described in any Election Notice delivered pursuant to the PILOT Agreement, and shall have filed the necessary application for exemption with the City Assessor, such portion of the Project Facility shall be assessed as exempt upon the assessment rolls of the City in accordance with said Section 412-a of the RPTL. With respect to any Phase or any portion of the Land that is not already assessed as exempt from real property taxation pursuant to Section 412-a of the RPTL, the Obligor or Pyramid Entity that is or is to be the beneficial owner of such Phase or portion of the Land may, at any time after the Agency has acquired title to or a controlling interest in such Phase or portion of the Land, deliver an Election Notice to the Agency in which the Agency is directed to proceed under the summarized section below entitled "Subsequent Phases; Additional Interests" and to file all necessary applications for exemption with the City Assessor pursuant to Section 412-a(2) of the RPTL. The "Effective Date" of the PILOT Agreement with respect to such Phase or portion of the Land shall be the first taxable status date following the filing by the Agency of such applications for exemption. The "Effective Date" of the PILOT Agreement with respect to the Carousel Center and the Expansion Project shall be December 31, 2005.

(b) **Interim Assessments.** The relevant Obligor will be required to pay all taxes and assessments lawfully levied and/or assessed against any such Phase or portion of the Land from the Effective Date until the first day of the fiscal tax years of the Taxing Authorities in which such Phase or portion of the Land shall be entitled to exempt status on the tax rolls of the City, provided, however, that during the period from such Effective Date to, but not including, the first day of the applicable fiscal tax years, such Obligor shall not be required to make PILOT Payments relating to such Phase or portion of the Land.

(c) **Special Assessments.** The parties to the PILOT Agreement understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the RPTL does not entitle the Agency to exemption from special assessments and special *ad valorem* levies. The Obligors will be required to pay, and agree to pay in full and on a timely basis, all special assessments and special *ad valorem* levies lawfully levied and/or assessed against the Project Facility.

Requirement that Mortgages Subordinate to PILOT Payments

The Agency and each Obligor agree that any mortgages (other than PILOT Mortgages) on any part of the Project Facility granted by any of them shall provide that the rights of the mortgages thereunder shall be subordinate to the right of the Agency to receive PILOT Payments pursuant to the PILOT Agreement and to the exercise by the PILOT Trustee of its rights and remedies under the PILOT Mortgages.

Default Payment

During the PILOT Term, if any Obligor shall have failed to make any PILOT Payment required by the PILOT Agreement when due, its obligation to make the PILOT Payment so *in default* shall continue as an obligation of such Obligor until such payment in default shall have been made in full, and the Obligor shall pay the same together with the "Default Amount", if any, specified in the applicable Election Notice (the "Default Payment"); provided, however, that if either (a) no Default Amount is specified in the applicable Election Notice or (b) the Default

Amount specified in the applicable Election Notice is greater than the “Default Payment Cap”, as determined in accordance with this summarized section, the Default Payment shall equal the Default Payment Cap. The “Default Payment Cap” shall mean the amount of interest on any PILOT Payment required by the PILOT Agreement that shall not have been made when due, calculated at a rate of interest equal to: (y) during the PILOT Benefit Term, (i) one and one-half percent (1Y2%) per month for all or any portion of each of the first eight (8) months after such rate becomes applicable; (ii) zero percent (0%) per month for all or any portion of each of the ninth (9th) through the twelfth (12th) month after such rate becomes applicable; (iii) one percent (1%) per month for all or any portion of (A) the thirteenth (13th) month after such rate becomes applicable and (B) each month thereafter, calculated on a monthly basis, for the actual number of whole and partial months from but excluding the date such PILOT Payment shall have become due and payable under the PILOT Agreement, to and including the date such PILOT Payment, or each and every portion thereof, shall have been paid; and (z) thereafter, eighteen percent (18%) per annum calculated on a daily basis (based upon a 360-day year consisting of twelve 30-day months) for the actual number of days from but excluding the date such PILOT Payment shall have become due and payable hereunder, to and including the *date such* PILOT Payment, or each and every portion thereof, shall have been paid.

Successor Obligors

With regard to the Existing Carousel Center:

(i) The terms and conditions of the PILOT Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and legal representatives. The transfer of a controlling interest in the stock or other ownership interests in Obligor, the sale by Obligor of all or substantially all of its assets (except to a legal entity of which Robert J. Congel is the controlling shareholder or member effectuated prior to the consummation of an Enforcement Action (an “Eligible Affiliate Assignee”)) and the amendment or the restructuring of Obligor, other than as a partnership in which Robert J. Congel is a general partner effectuated prior to the consummation of an Enforcement Action, shall each be deemed to be an assignment of this Agreement for the purposes of this Section. Obligor may not assign this PILOT Agreement without the prior written consent of the Agency and any such assignment without such prior written consent shall be deemed null and void, *provided, however*, that the foregoing clause shall not prohibit (i) a collateral assignment (a “Collateral Assignment”) by Obligor of its right, title and interest in and to this PILOT Agreement to a Mortgagee as collateral security for any Collateral Mortgage; (ii) any transfer of all or a portion of Existing Carousel Center or a (direct or indirect) interest in Carousel Owner; or (iii) an assignment of the right, title and interest in and to this PILOT Agreement by Carousel Owner to a partnership of which Robert J. Congel is a general partner;, *provided further, however*, that, other than in the case of a Collateral Assignment or the commencement of an Enforcement Action, the assignee or transferee shall have assumed, in a writing acceptable to the Agency, all of the obligations of Obligor hereunder, under the Intercreditor Agreement and under any other Carousel Owner Documents (under which the Obligor has obligations which may be assumed), in each case only to the extent applicable to the Obligor, the Carousel Center PILOTs and the Existing Carousel Center. Notwithstanding such assignment and assumption, Carousel Center Company L.P. and any transferee of Obligor’s interest hereunder that acquires Obligor’s interest hereunder prior to an assignment of this Agreement pursuant to an Enforcement Action shall remain liable hereunder. From and after an assignment of this PILOT Agreement pursuant to an Enforcement Action, Obligor may assign this PILOT Agreement without the prior consent of the Agency, provided that Section 8(a)(ii) hereof is complied with. Notwithstanding anything in this paragraph to the contrary, in connection with the transfer of a controlling interest in Obligor pursuant to the exercise of remedies under the Mezzanine Loan, the Mezzanine Lender or its designee shall not be required to assume the obligations of Obligor, except as otherwise provided by law, provided that the effect of such exercise did not release Obligor from any of its obligations under the Carousel Owner Documents.

(ii) Agency hereby agrees that any Person that acquires the contract vendee interest of Carousel Owner under the Carousel Installment Sale Agreement pursuant to, or at anytime subsequent to the consummation of, an Enforcement Action, shall be recognized as the holder of the rights of Obligor under this PILOT Agreement *provided that* upon the consummation of any Enforcement Action and thereafter (i) the transferee pursuant to such Enforcement Action and its successors is a Qualified Transferee, (ii) to the extent such transferee is not also a Qualified Party, the Qualified Transferee shall engage a Qualified Party to be the property manager of the Carousel Center by no later than the date that is ninety (90) days after the date on which the Qualified Transferee shall have acquired vendee title to the Carousel Center and (iii) the Qualified Transferee shall (x) assume, in a writing acceptable to the Agency, the Designated Carousel Obligations, it being agreed that the Qualified Transferee shall have no obligation to assume any other instrument, document, obligation or liability, and (y) cure defaults of Obligor under the Existing Carousel PILOT Documents in accordance with, and to the extent required under, Section 8(a) hereof and all monetary defaults hereunder to the extent same constitute Special Carousel Obligations and, notwithstanding anything to the contrary contained in any of the Carousel Owner Documents or in any other instrument or document, the Qualified Transferee shall have no

liability for, nor any obligation to cure, any default, breach or other matter under the Carousel Owner Documents arising prior to such transfer other than defaults of Obligor under the Existing Carousel Center PILOT Documents in accordance with, and to the extent required under, Section 8(a) hereof and Special Carousel Obligations, nor shall any liability of Obligor or PCO on account thereof constitute a lien or encumbrance on Carousel Center. Nothing herein shall relieve Obligor or PCO of any liability which it might otherwise have on account of any such default, breach or other matter hereunder. Without limiting the rights and benefits granted under any of the Carousel Documents, the Qualified Transferee that is at the time in question the owner of the Obligor's interest under this Agreement and which has assumed the Designated Carousel Obligations in accordance with this Section 8(a) shall be entitled to all rights and benefits of Obligor under this PILOT Agreement. Agency hereby agrees that it shall continue to recognize the rights of Obligor under this Agreement at anytime subsequent to, and notwithstanding the consummation of, any Enforcement Action with respect to any of the Mezzanine Loans, provided that the consummation of such Enforcement Action shall not have affected Obligor's status as a Single Purpose Entity (as defined in the Master Glossary) and Obligor shall have delivered a new non-consolidation opinion acceptable to the Rating Agencies and all of the conditions set forth in clauses (i) and (ii) of this paragraph are satisfied.

As used in this summarized section:

(i) "Lender" shall mean any construction lender, liquidity provider, mezzanine lender or permanent lender for any Phase (including, without limitation, its successors and permitted assigns under the related loan) and, subject to this summarized section, following the completion of a foreclosure by such Lender, any Qualified Party (as hereinafter defined).

(ii) "Controlling Interest" shall mean any interest entitling the holder thereof to elect a member of the board of directors, board of trustees, managing member or similar position; to veto any decision of the applicable entity; or comprising fifty percent (50%) or more of the equity interests in such entity.

The right, title and interest of any Obligor under the PILOT Agreement may be assigned in whole or in part to a purchaser of some or all of the Project Facility in a federal bankruptcy proceeding with respect to such Obligor, *provided that* (i) all existing monetary defaults by such Obligor under the PILOT Agreement with respect to the purchased assets are cured, (ii) the other parties to the PILOT Agreement are compensated for any damages such defaults may have occasioned, (iii) the assignor and assignee otherwise comply with the applicable provisions of the Bankruptcy Code, or such other federal bankruptcy law as is then in effect, with respect to such assignment, and (iv) such assignee provides the other parties to the PILOT Agreement with written confirmation that (x) such assignee assumes and agrees to be bound by the assignor's obligations under the PILOT Agreement, including, but not limited to, the assignor's obligations under any applicable PILOT Notes, and (y) the portion of the Project Facility purchased by the assignee will be subject to any applicable PILOT Mortgages.

Notwithstanding the foregoing, to the extent that bonds that are payable from PILOT Payments and that have been rated by any Rating Agency remain outstanding, any transfer of the assets of the applicable Obligor, as contemplated by paragraph (a) of this summarized section, or any transfer of more than forty-nine percent (49%) of the direct or indirect equity interests in the applicable Obligor, or a change, direct or indirect, in the power to direct or cause the direction of the management and policies of the applicable Obligor shall require Rating Confirmation, *provided, however*, that transfers to a Lender in connection with an Enforcement Action shall not require Rating Confirmation, subject to the following sentence. To the extent that any bonds that are payable from PILOT Payments and that have been rated by any Rating Agency remain outstanding, the applicable Obligor shall remain a single purpose entity and any transfer of more than forty-nine percent (49%) of the direct or indirect equity interests in the applicable Obligor or a change, direct or indirect, in the power to direct or cause the direction of the management and policies of the applicable Obligor shall require delivery of a new non-consolidation opinion acceptable to the Rating Agencies then rating such bonds.

The parties to the PILOT Agreement acknowledge and agree that nothing in this summarized section shall be construed to impair or otherwise affect in any way the ability of any Obligor or other Pyramid Entity to deliver an Election Notice as contemplated in paragraph (c) of the summarized section entitled "PILOT Payments" and, by virtue of such delivery, to become a party to the PILOT Agreement.

Nature of Obligations

The obligations of the Agency under the PILOT Agreement and the PILOT Mortgages shall be absolute, unconditional and irrevocable, *provided that* nothing contained in this summarized section shall be construed to constitute a waiver by the Agency of any of its rights under the PILOT Agreement or the SIDA Agreement arising from the occurrence and continuance of an Event of Default under the PILOT Agreement or under the SIDA

Agreement. The obligations of the Obligors under the PILOT Agreement, including, without limitation, the obligations of the Obligors under the summarized section above entitled "PILOT Payments", shall not be diminished, limited or reduced in any way by Section 854(17) of the Act or any other provision thereof. The obligations of the City under the PILOT Agreement and the City's agreement to be bound to the Agency's pledge, allocation, application and payment of the PILOT Payments set forth in the PILOT Agreement and in the PILOT Assignment shall be absolute, unconditional and irrevocable, except that nothing contained in this summarized section shall be construed to constitute a waiver by the City of any of its rights under the PILOT Agreement or the Act arising from the occurrence and continuance of an Event of Default.

No Recourse; Limited Obligation of the Agency

(a) **No Recourse.** All covenants, stipulations, promises, agreements and obligations of any party to the PILOT Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of such party and any general partner or other person legally obligated to perform the obligations of such party and not of any member, shareholder, limited partner, officer, agent, servant or employee of such party in his, her or its individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the PILOT Agreement, or otherwise based or in respect of the PILOT Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, shareholder, limited partner, officer, agent, servant or employee, as such, of such party or any successor thereto or any person executing the PILOT Agreement on behalf of such party. Any and all such liability of, and any and all such rights and claims against, any such person or entity under or by reason of the obligations, covenants or agreements contained in the PILOT Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the PILOT Agreement.

(b) **Limited Obligation.** The obligations and agreements of the Agency contained in the PILOT Agreement shall not constitute or give rise to an obligation of the State, the County or the City, and none of the State, the County or the City shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

(c) **Further Limitation.** Notwithstanding any provision of the PILOT Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision of the PILOT Agreement unless (i) the Agency shall have been requested to do so in writing by an Obligor, and (ii) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Obligor security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

Term

The PILOT Agreement shall become effective with respect to the Carousel Center and the Expansion Project as of the date December 31, 2005. The PILOT Agreement shall cease to be effective on the Termination Date.

Events of Bankruptcy

If at any time during any PILOT Benefit Term with respect to which any related bonds have been issued by the Agency and are outstanding (a) any Obligor shall commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors (i) seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a *bankrupt* or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or (b) there shall be commenced against any Obligor any case, proceeding or other action of a nature referred to in clause (a) above by any party which results in the entry of an order for relief or any such adjudication or appointment (each, an "Event of Bankruptcy") and, in the case of either (a) or (b), either (A) such Obligor (or a trustee appointed in the bankruptcy case of such Obligor) rejects the PILOT Agreement with the approval of the court having jurisdiction over such case, proceeding or other action, or (B) any Phase in which such Obligor has a beneficial ownership interest is sold in connection with such case, proceeding or other action free and clear of the obligations of such Obligor under the PILOT Agreement and the related liens of the PILOT Mortgages and, in the case of either (A) or (B), in connection with such rejection or such sale free and clear, as the case may be, no new payment-in-lieu-of-tax agreement with

respect to such Phase and in substantially the same form and on substantially the same economic terms as the PILOT Agreement shall, prior to such rejection or such sale free and clear, have been entered into, pledged to the PILOT Trustee and secured by a series of mortgages having the same relative priority as the prior PILOT Mortgages, then, all PILOT Payments then due and to become due from such Obligor under the PILOT Agreement during the balance of the PILOT Benefit Term shall, automatically and without any further action by the Agency, the PILOT Trustee or any other Person, become immediately due and payable, except for that portion of such PILOT Payments attributable to the Tankyard Tax or Final Phase Adjustment payable during the second next succeeding PILOT Year and thereafter, *provided*, however, that there shall be no acceleration of PILOT Payments with respect to which no related bonds are outstanding; and *further provided* that if, prior to the expiration of any time period granted to any Lender or any other Person, under any applicable bond document or intercreditor agreement, to pay all non-accelerated amounts due under the PILOT Agreement and under any related PILOT Notes and PILOT Mortgages, such non-accelerated amounts shall have been paid and a new payment-in-lieu-of-tax agreement with respect to such Phase and in substantially the same form and on substantially the same economic terms as the PILOT Agreement shall have been entered into, pledged to the PILOT Trustee and secured by a series of mortgages having the same relative priority as the prior PILOT Mortgages, then any such acceleration shall be annulled and be of no force or effect.

Election Notice with Respect to Carousel Center

(a) The Election Notice with respect to the Carousel Center has an Effective Date of December 31, 2005 and provides that the PILOT Benefit Term expires on December 31, 2035.

(b) (i) The Carousel Owner shall make PILOT Payments with respect to the Carousel Center as follows: from and after the date of issuance of the Bonds, as required under the captions “PILOT Payments During PILOT Benefit Term” and “PILOT Payments During PILOT Runoff Term” on Schedule 1 of Exhibit A to the Approving Legislation; provided, however, that, notwithstanding anything to the contrary in the Approving Legislation, in order to satisfy the underwriting criteria of the underwriters of the Bonds, the provisions under the caption “PILOT Payments During PILOT Benefit Term” on Schedule 1 of Exhibit A to the Approving Legislation, as applicable to the Carousel Center, shall be deemed to require, for any period from and after the date of issuance of the Bonds, payment of an amount which, together with other moneys available therefor, will be sufficient to provide for the payment of Accrued Debt Service on the Bonds for such period, namely, PILOT Payments with respect to the Carousel Center shall be payable during the PILOT Benefit Term in monthly installments on the first Business Day of each month in the amounts set forth on Schedule A appended to the Election Notice delivered with respect to the Carousel Center, a copy of which is attached hereto; and provided further that, first, if the Carousel Owner shall have failed to make any PILOT Payment when the same becomes due and payable, the Carousel Owner shall pay the same together with the Default Payment as prescribed in the summarized section above entitled “Default Payment” and the applicable PILOT Note; and, second, in no event shall annual PILOT Payments be less than the amount specified in clause (A) under the caption “PILOT Payments During PILOT Benefit Term” on Schedule 1 of Exhibit A to the Approving Legislation.

(ii) For purposes of the Election Notice with respect to Carousel Center, the term “Default Amount” shall mean: (y) during the PILOT Benefit Term, the sum of (i) any amounts due to the Bond Insurer as interest, including default interest, and any amounts due to any Reserve Account Credit Facility Provider as interest, including default interest, in each case, by reason of the failure of the Obligor to make any PILOT Payment when due and (ii) in the event that the failure of the Obligor to make such PILOT Payment when due shall have caused a transfer of amounts on deposit in the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture and/or a transfer of amounts on deposit in the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund pursuant to Section 4.07(a)(ii) of the Master Indenture, an amount that, when invested in Authorized Investments, shall be sufficient to provide for the payment on or before each Interest Payment Date of an amount at least equal to the excess, as of each such Interest Payment Date, of (A) the sum of (I) the amount expected to be necessary and available to be withdrawn from the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture on or before each Interest Payment Date, but for such transfer, plus (II) the expected investment earnings, but for such transfer, on all amounts transferred from the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund over (B) the sum of (I) the amount actually available to be withdrawn from the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture, taking into account the actual investment earnings, if any, on any amounts deposited in the Principal Reserve Fund to replenish amounts previously transferred from the Principal Reserve Fund pursuant to Section 4.16 of the Master Indenture as a result of the failure by the Carousel Owner to pay Carousel Center PILOTs when and in the amount due plus (II) the actual investment earnings, if any, on any amounts deposited in the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund to replenish amounts previously transferred from such Account of the Debt Service Reserve Fund pursuant to Section 4.07(a)(ii) of the Master Indenture; and (z) thereafter, the Default Payment Cap.

(iii) Any payment made by or on behalf of the Carousel Owner of less than the aggregate amount of all unpaid PILOT Payments then due and payable and all unpaid Default Payments, if any, then due and payable shall be applied, first, to such unpaid Default Payments in the order such Default Payments became due and, second, to such unpaid PILOT Payments in the order such PILOT Payments became due.

(c) The Election Notice may be modified only by written instrument duly executed by the Agency and the Carousel Owner and in accordance with the terms of the Approving Legislation and the provisions of the PILOT Agreement and Section 8.06 of the Master Indenture. Notwithstanding the foregoing, the Election Notice may be unilaterally amended by the Carousel Owner to reduce the aggregate amount of Carousel Center PILOTs due during one or more PILOT Years during the PILOT Benefit Term under the conditions, and subject to compliance with the requirements, set forth in Section 8.06(v) of the Master Indenture.

Schedule A
Schedule A to Election Notice

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Nov-16	\$641,986.01	\$994,260.00	\$53,000.00	\$1,689,246.01	\$1,720,036.99	\$65,302.18	\$1,654,734.81
Dec-16	641,986.01	994,260.00	53,000.00	1,689,246.01	1,720,036.99	65,302.18	1,654,734.81
Jan-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Feb-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Mar-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Apr-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
May-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Jun-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Jul-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Aug-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Sep-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Oct-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Nov-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Dec-17	702,810.21	833,133.33	44,166.67	1,580,110.21	1,580,422.40	65,302.18	1,515,120.22
Jan-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Feb-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Mar-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Apr-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
May-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Jun-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Jul-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Aug-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Sep-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Oct-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Nov-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12

* The Expected DSRF Earnings set forth in this column are estimates. These estimates are subject to various assumptions and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions. Accordingly, actual Expected DSRF Earnings may vary from the estimates and such variations may be material. If the estimated Expected DSRF Earnings are not received by the Bond Trustee, then the Carousel Owner will be required to make a payment to the Bond Trustee equal to such shortfall as part of the Carousel Center PILOT Payment then due.

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Dec-18	767,018.23	832,162.50	44,166.67	1,643,347.39	1,643,639.30	65,302.18	1,578,337.12
Jan-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Feb-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Mar-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Apr-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
May-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Jun-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Jul-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Aug-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Sep-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Oct-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Nov-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Dec-19	833,089.00	831,633.33	44,166.67	1,708,889.00	1,709,384.87	65,302.18	1,644,082.69
Jan-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Feb-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Mar-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Apr-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
May-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Jun-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Jul-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Aug-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Sep-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Oct-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Nov-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Dec-20	902,654.06	830,700.00	44,166.67	1,777,520.73	1,777,760.27	65,302.18	1,712,458.09
Jan-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Feb-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Mar-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Apr-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
May-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Jun-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Jul-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Aug-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Sep-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Oct-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Nov-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Dec-21	973,988.98	830,208.33	44,166.67	1,848,363.98	1,848,870.68	65,302.18	1,783,568.50
Jan-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Feb-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Mar-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Apr-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
May-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Jun-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Jul-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Aug-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Sep-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Oct-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Nov-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Dec-22	1,048,357.19	829,729.17	44,166.67	1,922,253.02	1,922,825.51	65,302.18	1,857,523.32
Jan-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Feb-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Mar-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Apr-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
May-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Jun-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Jul-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Aug-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Sep-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Oct-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Nov-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Dec-23	1,126,093.87	828,429.17	44,166.67	1,998,689.70	1,999,738.53	65,302.18	1,934,436.35
Jan-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Feb-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Mar-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Apr-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
May-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Jun-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Jul-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Aug-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Sep-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Oct-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Nov-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Dec-24	1,206,653.44	828,000.00	44,166.67	2,078,820.11	2,079,728.07	65,302.18	2,014,425.89
Jan-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Feb-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Mar-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Apr-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
May-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Jun-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Jul-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Aug-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Sep-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Oct-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Nov-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Dec-25	1,290,323.67	828,000.00	44,166.67	2,162,490.33	2,162,917.19	65,302.18	2,097,615.01
Jan-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Feb-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Mar-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Apr-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
May-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Jun-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Jul-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Aug-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Sep-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Oct-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Nov-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Dec-26	1,293,594.86	828,000.00	44,166.67	2,165,761.52	2,166,188.38	65,302.18	2,100,886.20
Jan-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Feb-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Mar-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Apr-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
May-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Jun-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Jul-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Aug-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Sep-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Oct-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Nov-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Dec-27	1,008,927.76	1,199,250.00	44,166.67	2,252,344.43	2,252,835.91	65,302.18	2,187,533.73
Jan-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Feb-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Mar-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Apr-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
May-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Jun-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Jul-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Aug-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Sep-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Oct-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Nov-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Dec-28		2,298,187.50	44,166.67	2,342,354.17	2,342,949.35	65,302.18	2,277,647.17
Jan-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Feb-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Mar-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Apr-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
May-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Jun-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Jul-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Aug-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Sep-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Oct-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Nov-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Dec-29		2,392,083.33	44,166.67	2,436,250.00	2,436,667.32	65,302.18	2,371,365.14
Jan-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Feb-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Mar-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84

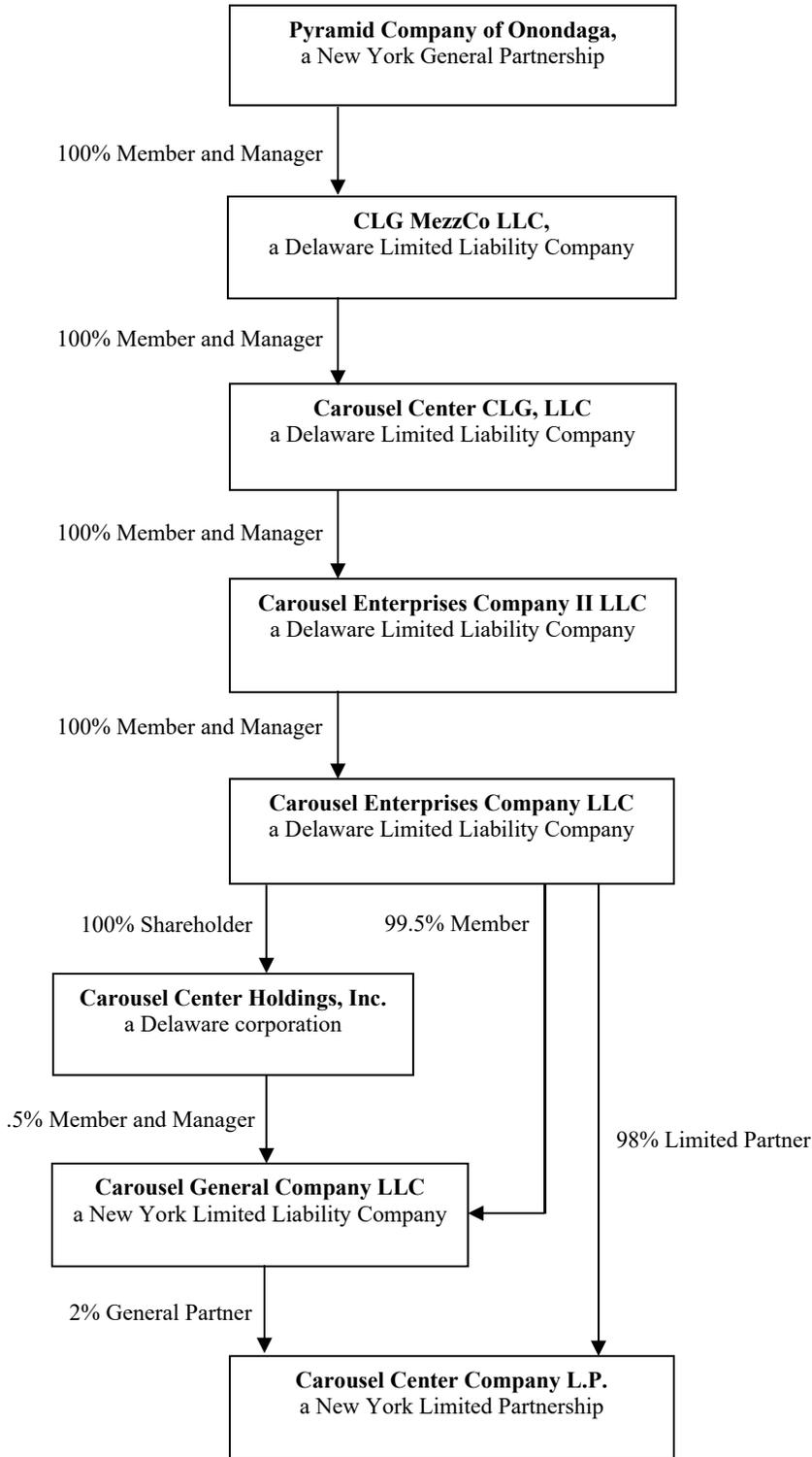
PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Apr-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
May-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Jun-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Jul-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Aug-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Sep-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Oct-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Nov-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Dec-30		2,489,645.83	44,166.67	2,533,812.50	2,534,134.02	65,302.18	2,468,831.84
Jan-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Feb-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Mar-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Apr-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
May-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Jun-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Jul-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Aug-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Sep-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Oct-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Nov-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Dec-31		2,591,104.17	44,166.67	2,635,270.83	2,635,499.38	65,302.18	2,570,197.20
Jan-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Feb-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Mar-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Apr-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
May-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Jun-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Jul-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Aug-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Sep-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Oct-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Nov-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Dec-32		2,696,229.17	44,166.67	2,740,395.83	2,740,919.35	65,302.18	2,675,617.17
Jan-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Feb-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Mar-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Apr-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
May-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Jun-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Jul-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Aug-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Sep-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Oct-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Nov-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Dec-33		2,806,020.83	44,166.67	2,850,187.50	2,850,556.13	65,302.18	2,785,253.95
Jan-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Feb-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Mar-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Apr-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
May-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Jun-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Jul-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Aug-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Sep-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Oct-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Nov-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Dec-34		2,920,145.83	44,166.67	2,964,312.50	2,964,578.37	65,302.18	2,899,276.19
Jan-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Feb-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Mar-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Apr-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
May-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Jun-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Jul-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Aug-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Sep-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Oct-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82
Nov-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82

PILOT Payment Due the First Business Day of:	Series 2007B Debt Service	Series 2016A Debt Service	Series 2016B Debt Service	Total Debt Service	Total PILOT Payment	Expected DSRF Earnings*	PILOT Payment in respect of Accrued Debt Service
					(A)	(B)	(A) minus (B)
Dec-35		1,870,750.00	927,500.00	2,798,250.00	2,798,250.00	65,302.18	2,732,947.82

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APPENDIX D—ORGANIZATIONAL CHART OF THE CAROUSEL OWNER



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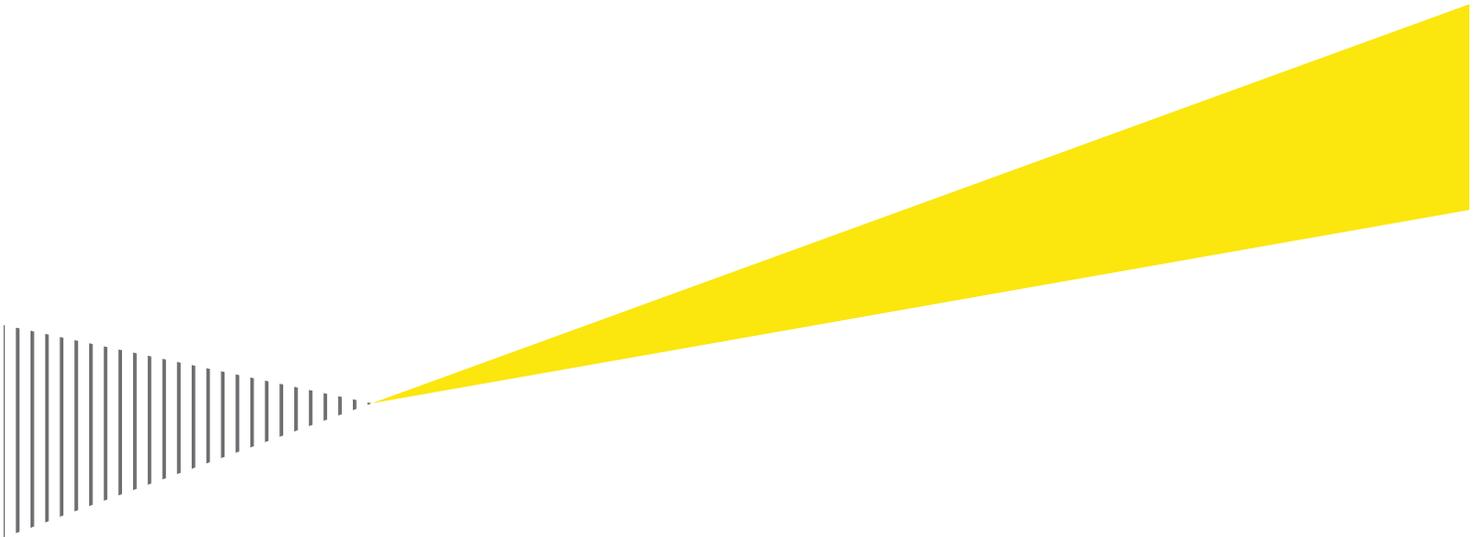
APPENDIX E—AUDITED FINANCIAL STATEMENTS OF THE CAROUSEL OWNER

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FINANCIAL STATEMENTS –
FEDERAL INCOME TAX BASIS

Carousel Center Company, L.P.
Years Ended December 31, 2015 and 2014
With Report of Independent Auditors

Ernst & Young LLP



Carousel Center Company, L.P.

Financial Statements –
Federal Income Tax Basis

Years Ended December 31, 2015 and 2014

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Ernst & Young LLP
Suite 1900
100 Madison Street
Syracuse, NY 13202

Tel: +1 315 425 8011
Fax: +1 315 422 5226
ey.com

Report of Independent Auditors

The Partners of
Carousel Center Company, L.P.

We have audited the accompanying financial statements of Carousel Center Company, L.P. (the “Company”), which comprise the statements of assets, liabilities, and partners’ deficit – federal income tax basis as of December 31, 2015 and 2014, and the related statements of revenue and expenses and changes in partners’ deficit – federal income tax basis for the years then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with the basis of accounting used for income tax purposes described in Note 1; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and partner's deficit of Carousel Center Company, L.P. at December 31, 2015 and 2014, and its revenues and expenses and changes in its partners' deficit for the years then ended, on the basis of accounting described in Note 1.

Tax Basis of Accounting

As described in Note 1 to the financial statements, the financial statements have been prepared by the Company on the basis of accounting used for income tax purposes, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinion is not modified with respect to this matter.

Ernst & Young LLP

April 29, 2016

Carousel Center Company, L.P.

Statements of Assets, Liabilities, and Partners' Deficit –
Federal Income Tax Basis

	December 31	
	2015	2014
Assets		
Property and equipment:		
Land	\$ 28,729,326	\$ 28,729,326
Buildings and site improvements	270,013,006	256,557,758
Furniture, fixtures, and equipment	2,482,281	1,920,768
Construction-in-progress	1,024,063	3,246,490
	<u>302,248,676</u>	290,454,342
Less accumulated depreciation	<u>(196,864,916)</u>	(189,726,413)
	105,383,760	100,727,929
Cash and cash equivalents	3,384,275	1,251,661
Cash, restricted deposits	44,413,695	45,380,834
Deferred expenses, net	4,705,262	5,516,998
Due from related parties	–	11,681
Other assets	213,704	233,259
Total assets	<u>\$ 158,100,696</u>	<u>\$ 153,122,362</u>
 Liabilities and partners' deficit		
Mortgage payable	300,000,000	300,000,000
Bonds payable	331,124,890	332,484,807
Due to related parties	44,703	27,576
Other liabilities	1,855,123	1,309,067
Total liabilities	<u>633,024,716</u>	633,821,450
Partners' deficit	<u>(474,924,021)</u>	(480,699,088)
Total liabilities and partners' deficit	<u>\$ 158,100,696</u>	<u>\$ 153,122,362</u>

See accompanying notes.

Carousel Center Company, L.P.

Statements of Revenues and Expenses and Changes in Partners' Deficit –
Federal Income Tax Basis

	Year Ended December 31	
	2015	2014
Revenues		
Minimum rent	\$ 28,590,224	\$ 27,844,476
Recoveries and additional rent	24,533,308	24,398,264
Percentage rent	627,336	537,738
Specialty leasing	1,855,813	1,653,380
	<u>55,606,681</u>	<u>54,433,858</u>
Operating expenses		
Real estate and other taxes	626,320	655,068
Utilities	1,930,230	2,061,156
Repairs, maintenance, and supplies	5,303,271	5,577,989
Management fees	1,940,334	1,677,000
Marketing	405,239	475,243
Insurance	426,278	567,876
General and administrative	186,277	170,352
	<u>10,817,949</u>	<u>11,184,684</u>
Excess of revenues over expenses	44,788,732	43,249,174
Other income (expense):		
Other income	5,348,254	1,425,295
Depreciation and amortization	(8,306,003)	(8,821,585)
Interest expense	(13,488,372)	(11,188,865)
Other expenses	(2,158,444)	(1,969,578)
Excess revenues	<u>26,184,167</u>	<u>22,694,441</u>
Partners' deficit at beginning of year	(480,699,088)	(334,258,632)
Partners' contributions	212,376	23,934,446
Partners' distributions	(20,621,475)	(193,069,343)
Partners' deficit at end of year	<u>\$ (474,924,021)</u>	<u>\$ (480,699,088)</u>

See accompanying notes.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis

December 31, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Carousel Center Company, L.P. (“Carousel”) was established in 1995 and owns Destiny USA (the “Property”), a shopping center located in Syracuse, New York, which opened in 1990. Prior to a name change in 2012, Destiny USA was referred to as Carousel Center.

Pyramid Company of Onondaga (“PCO Onondaga”) is the sole member of CLG MezzCo, LLC (MezzCo). MezzCo is the sole member of Carousel Center CLG, LLC (“CLG”). CLG is the sole member of Carousel Enterprises Company II, LLC (“CEC II”). CEC II is the sole member of Carousel Enterprises Company, LLC (“CEC”). CEC is the sole shareholder of Carousel Center Holdings, Inc. (“Holdings”) and the 98% limited partner of Carousel. Holdings is the .5% managing member of Carousel General Company L.L.C. (“CGC”) and CGC is the 2% general partner of Carousel. PCO Onondaga is a New York State General Partnership. CLG, CEC II and CEC are Delaware State Limited Liability Companies. CGC is a New York State Limited Liability Company, Carousel is a New York State Limited Partnership, and Holdings is a Delaware State Corporation.

Carousel is treated as a partnership for income tax purposes under Subchapter K of the Internal Revenue Code. Pursuant to the provisions under Subchapter K, the associated taxes payable on the taxable income and expenses generated by the partnership is the responsibility of the partners of Carousel, thus no provision for income taxes has been made in the accompanying financial statements.

Carousel’s partnership agreement specifies the required capital contributions of the partners and the procedures for the allocation of profits, losses, distributions, and the return of capital to the partners. Generally, these items are allocated in proportion to the respective ownership percentages of the partners.

These entities and the Property are affiliated with The Pyramid Companies (not a legal entity), an association of entities involved in shopping center ownership, management, leasing, acquisition, development, and expansion.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

1. Summary of Significant Accounting Policies (continued)

Basis of Accounting

The accompanying financial statements are reported on a federal income tax basis. This basis of accounting is a comprehensive basis of accounting that differs from U.S. generally accepted accounting principles primarily because:

- (i) deferred finance costs are amortized prospectively over the remaining term of the associated debt commencing upon payment of such costs, as opposed to amortizing the total amount of costs incurred over the entire debt term;
- (ii) deferred leasing costs, consisting of tenant allowances and leasing commissions, are amortized on a straight-line basis over the remaining terms of the related leases commencing upon the later of a) the term commencement date of the related lease, or b) payment date of such costs;
- (iii) property is capitalized and depreciated using accelerated methods or the straight-line method and statutory lives as allowed for federal income tax purposes;
- (iv) lease income is recognized when received, according to the terms of the lease agreements, rather than ratably over the terms of such lease contracts;
- (v) interest income is recorded in the period received;
- (vi) expenses are recorded when paid; and
- (vii) expenses related to new business leasing, specialty leasing and costs incurred for new tenant spaces that are expensed in accordance with tangible property regulations are classified as other expenses in the income tax basis statements of revenues and expenses and changes in partners' deficit.

Property and Equipment

Property and equipment are recorded at cost. Included in property and equipment are costs related to the acquisition, development, construction, and site improvements. Expenditures for repairs and maintenance are charged to expense as incurred.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

1. Summary of Significant Accounting Policies (continued)

Depreciation is computed using methods allowed for federal income tax purposes and statutory lives as follows:

	<u>Life in Years</u>
Buildings	7 – 39
Site improvements	15
Furniture, fixtures, and equipment	5 – 7

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of short-term highly liquid investments with maturities of three months or less.

Cash, Restricted Deposits

Cash, restricted deposits includes escrowed amounts related to the mortgage payable (Note 4), bonds payable (Note 5), and other temporarily restricted amounts not currently available for general use. All receipts are deposited into a lockbox account controlled by the lender in order to fund the required bank escrow accounts. Any excess amounts remaining after the escrow accounts are funded, are then available to Carousel to pay operating costs. Until the excess amounts are made available to Carousel, they are reported as cash, restricted deposits.

Included in cash, restricted deposits is cash restricted for the following:

Mortgage debt service	Capitalized bond interest
Payments in lieu of real estate taxes (“PILOT”)	Bond debt service
Capital improvements	Green bond reserve
Mortgage interest reserve	Bond interest reserve
Mortgage principal reserve	Junkyard taxes
Tenant reimbursement reserve	Bond principal reserve
Free rent reserve	Replacement Reserve
Rollover Reserve	

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

1. Summary of Significant Accounting Policies (continued)

Deferred Expenses

Deferred expenses consist of tenant allowances, leasing commissions, and deferred financing costs (Note 3).

Risk of Audit

Carousel's federal income tax returns are subject to examination by taxing authorities. Because the application of tax laws and regulations to many types of transactions is susceptible to varying interpretations, the amounts reported in the financial statements could be changed at a later date upon final determination by taxing authorities.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Risks and Uncertainties

Carousel is subject to risks associated with ownership and operation of commercial real estate, including (i) changes in the general economic climate, (ii) competition from other shopping centers, stores, clubs, direct mail retailing, the Internet, and others, (iii) availability and cost of financing, (iv) changes in the retail industry, (v) creditworthiness of tenants, and (vi) changes in regulations including environmental regulations, laws, and zoning.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

2. Related-Party Transactions

Management Fee

In accordance with the terms of the management agreement with Pyramid Management Group, L.L.C. (“PMG”), Carousel pays a monthly management fee equal to 3% of total tenant receipts. Either party may terminate the agreement with 60 days notice. Carousel also made payments to PMG relative to construction management services provided, which were either capitalized as property and equipment or charged to repairs and maintenance expense based on the nature of the associated construction costs.

Leasing Commissions

Carousel reimburses PMG for commissions associated with leasing services which are generally paid to leasing agents employed by PMG. These costs are included as a component of deferred expenses, net in the accompanying income tax basis statements of assets, liabilities, and partners’ deficit (“statements of assets, liabilities, and partners’ deficit”).

Leasing Overhead Costs

Carousel reimbursed PMG for leasing overhead costs including payroll, leasing, legal, tenant coordination, market research, and design drafting costs. These costs are included as a component of other expenses in the income tax basis statements of revenues and expenses and changes in partners’ deficit.

Amounts paid to PMG for management fees, leasing commissions and leasing overhead costs are as follows:

	<u>2015</u>	<u>2014</u>
Management fees	\$ 1,940,334	\$ 1,972,475
Leasing commissions	102,076	70,005
Overhead costs	638,293	691,088
	<u>\$ 2,680,703</u>	<u>\$ 2,733,568</u>

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

2. Related-Party Transactions (continued)

Letter of Credit

Carousel’s insurance carrier requires a letter of credit (“LOC”) to secure anticipated insurance claims. The banking institution which issued the LOC requires funds to be held in an escrow account as partial collateral and a guarantee from a related party for the balance. PMG funded amounts on behalf of Carousel and was immediately reimbursed by Carousel and/or PMG refunded amounts to Carousel due to a reduction of outstanding claims. Carousel’s collateral on deposit with PMG is \$16,459 and \$62,350 at December 31, 2015 and 2014, respectively, and is included as a component of other assets in the accompanying statements of assets, liabilities, and partners’ deficit.

3. Deferred Expenses

Deferred expenses at December 31, 2015 and 2014 are as follows:

	<u>2015</u>	<u>2014</u>
Leasing commissions and tenant allowances	\$ 5,539,655	\$ 5,998,015
Financing costs	<u>2,784,393</u>	<u>2,784,393</u>
	8,324,048	8,782,408
Less accumulated amortization	<u>(3,618,786)</u>	<u>(3,265,410)</u>
	<u>\$ 4,705,262</u>	<u>\$ 5,516,998</u>

4. Mortgage Payable

On June 6, 2014, Carousel obtained a mortgage loan from JP Morgan Chase Bank National Bank (“JP Morgan”) with the following terms:

Mortgage amount	\$300,000,000
Current maturity date	June 6, 2019
Interest rate	Fixed at 3.814%
Monthly payment	Interest only
Collateralized by	The Property, assignment of leases and rents, and a security interest in Carousel’s personal property used in conjunction with the Property.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

4. Mortgages Payable (continued)

Costs incurred to obtain the loan of \$2,784,393, which included a \$1,500,000 financing fee to PMG, were capitalized as deferred financing costs and are being amortized over the term of the loan.

Prior to June 6, 2014, Carousel had a loan with JP Morgan which was repaid using proceeds from the new loan. Excess proceeds were used for capital distributions.

5. Bonds Payable

In February 2007, the City of Syracuse Industrial Development Agency (“SIDA”) issued \$228,085,000 of 5% PILOT Revenue Bonds, Series 2007A and \$97,648,352 of 5.693% Taxable Series 2007B Bonds (collectively the “Bonds”) to finance a project consisting of the acquisition, construction, and equipping of certain public infrastructure improvements, public parking improvements and public use improvements, including an expansion of the Property by Destiny USA Holdings, L.L.C. (“Destiny”), a related entity. The proceeds of the bond issuance were remitted to Carousel and after the funding of certain required escrow balances, bond proceeds of \$284,333,911 were distributed to CEC for ultimate contribution to Destiny. Pursuant to the PILOT Agreement with SIDA (Note 7), the annual debt service requirements will be satisfied by using PILOT payments (Note 7), annual investment earnings, along with draws on the Capitalized Interest, Debt Service, and Principal Reserve Funds (Note 1).

The Series 2007A Bonds were issued at a premium of \$10,453,136, which is being amortized on a straight line basis over the term of the bonds. Carousel recorded the 2015 and 2014 amortization of \$360,882, as an offset to interest expense in the accompanying statements of revenues and expenses and changes in partners’ deficit.

Carousel is obligated to make PILOT payments (Note 7) to SIDA until the maturity of the Bonds on January 1, 2036. The Bonds are subject to mandatory redemption from Sinking Fund Installments, with principal payments beginning in year 2026 for Series 2007A and year 2013 for Series 2007B.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

5. Bonds Payable (continued)

The bonds payable as of December 31, 2015 and 2014 are summarized as follows:

	Taxable Series		
	Series 2007A	2007B	Total 2015
Par amount	\$ 228,085,000	\$ 95,822,250	\$ 323,907,250
Premium	7,217,640	–	7,217,640
	<u>\$ 235,302,640</u>	<u>\$ 95,822,250</u>	<u>\$ 331,124,890</u>

	Taxable Series		
	Series 2007A	2007B	Total 2014
Par amount	\$ 228,085,000	\$ 96,821,283	\$ 324,906,283
Premium	7,578,524	–	7,578,524
	<u>\$ 235,663,523</u>	<u>\$ 96,821,283</u>	<u>\$ 332,484,807</u>

Future principal reductions on the bonds, which are made by SIDA from PILOT payments (see Note 7) from Carousel, are scheduled as follows:

2016	\$ 1,772,477
2017	2,459,773
2018	3,990,000
2019	5,010,000
2020	6,130,000
Thereafter	304,545,000
	<u>\$ 323,907,250</u>

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

6. Leases

Shopping center space is leased to tenants pursuant to lease agreements for various terms up to 25 years. Tenant leases typically provide for guaranteed minimum rent, percentage rent, and other charges to cover certain operating costs. Future minimum rents under noncancelable leases in effect at December 31, 2015, excluding rents for leases with an original term of less than one year, percentage rent, other charges to cover certain operating costs and assuming no new or renegotiated leases or option extensions, are approximately as follows:

2016	\$ 25,880,000
2017	24,030,000
2018	21,430,000
2019	18,620,000
2020	17,020,000
Thereafter	<u>42,970,000</u>
	<u>\$ 149,950,000</u>

Rent abatements were provided to tenants aggregating \$624,762 and \$984,987 in 2015 and 2014, respectively.

7. Industrial Development Agency

In 2006, Carousel and Destiny entered into a Payment in Lieu of Tax Agreement (“PILOT Agreement”) with SIDA, title holder of the Property, and the City of Syracuse that was effective December 31, 2005. Pursuant to the PILOT Agreement with SIDA, Carousel is obligated to make payments in lieu of real estate taxes to SIDA, which in turn are utilized to make debt service payments to the holders of the Bonds (Note 5). These PILOT payments are subject to annual increases of 4% through the expiration of the PILOT Agreement on January 1, 2036.

For federal income tax purposes, PILOT payments made by Carousel subsequent to the issuance of the Bonds are allocated between Carousel and Destiny in accordance with IRS regulations. Amounts allocable to Destiny are reflected as partners’ distributions to CEC. PILOT payments during 2015 were \$17,046,684 of which \$1,886,095 is included as a component of interest expense and \$15,160,589 is included as partners’ distributions in the accompanying statements of revenues and expenses and changes in partners’ deficit. PILOT payments during 2014 were \$16,749,407 of which \$1,871,781 is included as a component of interest expense and \$14,877,626 is included as partners’ distributions in the accompanying statements of revenues and expenses and changes in partners’ deficit.

Carousel Center Company, L.P.

Notes to Financial Statements –
Federal Income Tax Basis (continued)

7. Industrial Development Agency (continued)

Future estimated PILOT payments through the expiration of the PILOT Agreement are as follows:

2016	\$ 18,360,000
2017	19,100,000
2018	19,860,000
2019	20,650,000
2020	21,480,000
Thereafter	447,310,000
	<u>\$ 546,760,000</u>

8. Contingencies

There are various legal actions against Carousel in the ordinary course of business. Management believes that the results of such matters will not have a material effect on the financial condition or financial results of Carousel's operations.

9. Subsequent Events

The Company has evaluated subsequent events through April 29, 2016; there were no subsequent events that required recognition or disclosure in the financial statements.

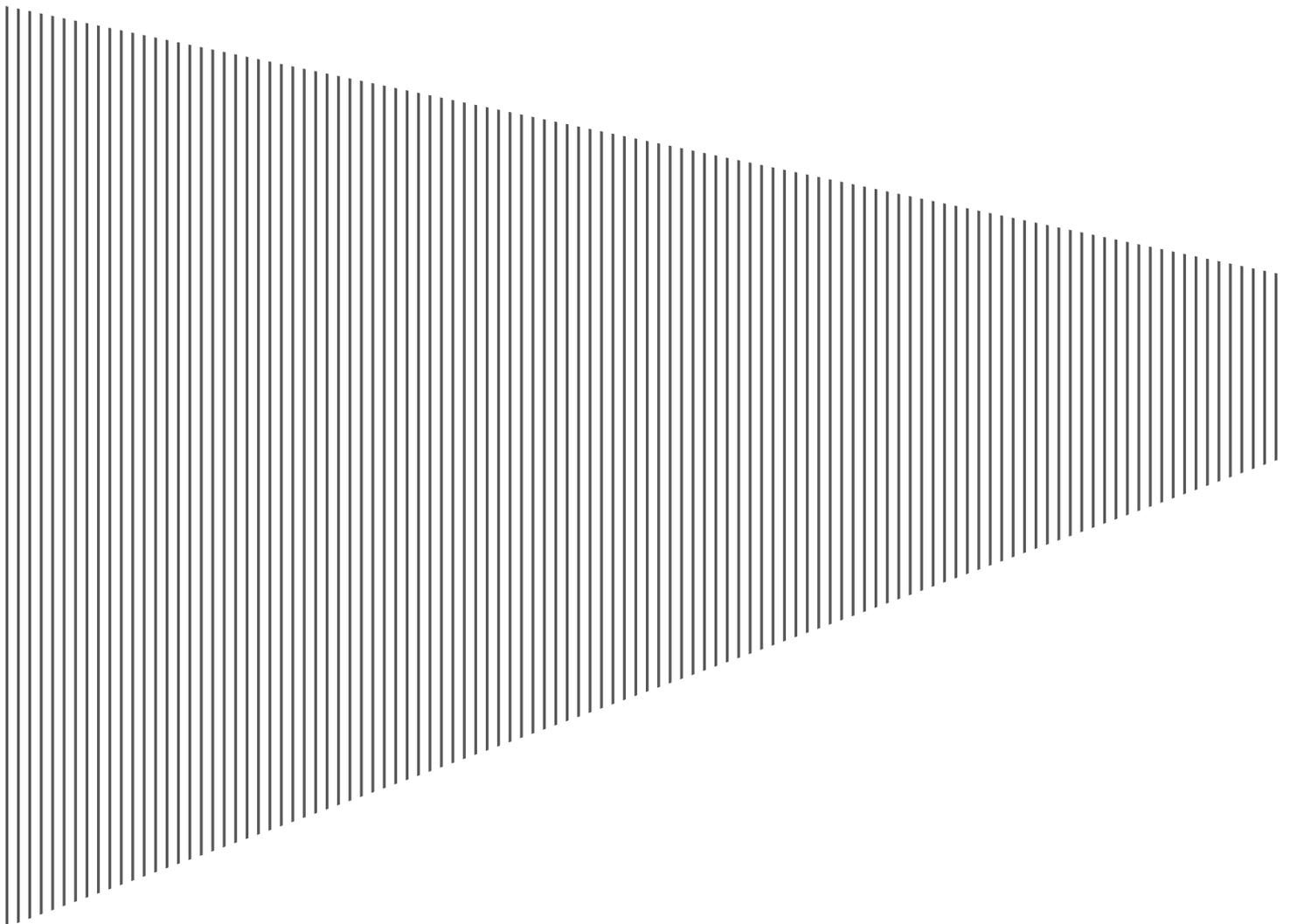
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APPENDIX F—SUMMARY OF THE INDENTURE

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the Indenture to which reference is made for the complete provisions thereof. Terms such as “herein”, “hereto” and “hereof” refer to the Indenture. This summary is only a brief description of certain provisions of the Indenture, is not complete or definitive and is qualified in its entirety by reference to the full text of the Indenture. Additional information summarizing certain provisions of the Indenture is contained under “THE SERIES 2016A BONDS.” So long as the Series 2016A Bonds are in book-entry form and held in the Book-Entry Only System, DTC (or a successor securities depository) or its nominee, for all purposes of the Indenture and the Series 2016A Bonds, will be the registered owner of the Series 2016A Bonds. See “THE SERIES 2016A BONDS—BOOK-ENTRY ONLY SYSTEM.”

Limitation of Liability

The Series 2016 Bonds shall be the special obligations of the Agency payable as to principal (whether due at maturity, on any Redemption Date or otherwise) and interest solely from the Trust Estate, and shall be a claim of the Holders thereof only against the Trust Estate. The Series 2016 Bonds shall never constitute a debt of the State of New York or of any political subdivision thereof, including the City of Syracuse, and neither the State of New York nor any political subdivision thereof, including the City of Syracuse, shall be liable thereon, nor shall the Series 2016 Bonds be payable out of any funds of the Agency other than those pledged therefor. All covenants, stipulations, promises, agreements and obligations of the Agency contained in the Agency Documents and in the other documents and instruments connected therewith and executed and delivered by the Agency shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the Bond Documents or the Series 2016 Bonds or otherwise based upon or in respect of the Bond Documents or the Series 2016 Bonds or any documents supplemental hereto or thereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing the Bond Documents or the Series 2016 Bonds either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that the Bond Documents and the Series 2016 Bonds are solely special obligations of the Agency, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing the Series 2016 Bonds, because of the creation of the indebtedness authorized thereby, or under or by reason of the obligations, covenants or agreements contained in any of the Bond Documents or in any of the Series 2016 Bonds or implied therefrom, and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent or employee because of the indebtedness authorized by the Master Indenture, or under or by reason of the obligations, covenants or agreements contained in any of the Bond Documents or in the Series 2016 Bonds or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the Bond Documents and the issuance of the Series 2016 Bonds.

Indenture to Constitute Contract

In consideration of the purchase and acceptance of any and all of Bonds (including the Series 2016 Bonds) and any Additional Bonds authorized to be issued under the Indenture by those who shall hold or own the same from time to time, the Indenture shall be deemed to be and shall constitute a contract between the Agency and the Holders from time to time of the Bonds; and the pledge made in the Indenture and the covenants and agreements set forth therein to be performed on behalf of the Agency shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which, regardless of the time or times of their authentication, issuance and delivery, or maturity or incurrence or undertaking, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other Bonds, except as expressly provided in or permitted by the Indenture or any Supplemental Indenture.

Purpose of Bonds

The Agency is authorized to issue the Series 2016 Bonds for the purposes of (i) refunding the outstanding principal balance of the Series 2007A Bonds; (ii) paying certain costs of issuance of the Series 2016 Bonds and redemption costs of the Series 2007A Bonds; and (iii) funding one or more accounts of the debt service reserve fund, if necessary.

Delivery of Series 2016 Bonds

The Bond Trustee shall authenticate and deliver the Series 2016 Bonds when there shall have been filed with or received by it the following:

(a) an original executed counterpart of the Fifth Supplemental Indenture authorizing the Series 2016 Bonds, which shall, among other provisions, specify: (A) the authorized principal amount of the Series 2016 Bonds; (B) the date, Principal Payment Dates and the Maturity Date or dates, of the Series 2016 Bonds; (C) the interest rate or rates of the Series 2016 Bonds and the Interest Payment Dates therefor; (D) the minimum denomination of, and the manner of dating, numbering and lettering, the Series 2016 Bonds, *provided that* such Bonds shall be in denominations equal to the minimum denomination or any multiple thereof as authorized by the applicable Supplemental Indenture; (E) the Paying Agent or Paying Agents and the place or places of payment of the principal of, and interest on, the Series 2016 Bonds; (F) the Redemption Price(s), if any, and the redemption terms for the Series 2016 Bonds; (G) the application of all proceeds of the Series 2016 Bonds, including, without limitation, the amounts to be deposited in one or more of the Funds; (H) whether the Series 2016 Bonds are Tax-Exempt Bonds or Taxable Bonds, the forms of the Series 2016 Bonds and the form of the Bond Trustee's certificate of authentication; (I) the applicable Debt Service Reserve Requirement and any applicable provisions relating to the establishment of separate accounts for each Series of 2016 Bonds in the Debt Service Reserve Fund; and (J) such other matters, not contrary to or inconsistent with the Indenture, as the Carousel Owner or the Agency may deem advisable or necessary in connection with the authorization, issuance, sale, or delivery of the Series 2016 Bonds;

(b) a copy of the resolution, duly certified by the Secretary or Assistant Secretary of the Agency, authorizing issuance, sale and delivery of the Series 2016 Bonds constituting Tax-Exempt Bonds and specifying the terms thereof and authorizing the execution of the Fifth Supplemental Indenture;

(c) a written opinion of Bond Counsel to the effect that the issuance of the Series 2016 Bonds and the execution thereof have been duly authorized, the Series 2016 Bonds constitute valid and binding special obligations of the Agency; all conditions precedent to the delivery thereof have been fulfilled; with respect to the Tax-Exempt Bonds under existing law, the interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes, except in the circumstances more fully set forth in such opinion; and interest on the Series 2016 Bonds is exempt from personal income taxes imposed by the State and any political subdivision thereof;

(e) original executed counterparts of the applicable Carousel Partial Assignment, the Carousel Installment Sale Agreement, the Applicable Election Notice, the PILOT Notes made by Carousel Owner, the PILOT Mortgages encumbering Carousel Center, the Assignment of PILOT Mortgages encumbering Carousel Center, the Collateral Assignment of PILOT Mortgages encumbering Carousel Center, in each case acceptable in form and substance to the Initial Bond Insurer;

(f) certified copies of the Ordinance and the Resolution;

(g) the Title Insurance Policy in a form and containing such exceptions as shall be acceptable to Bond Counsel, respective counsel to the Underwriter, the Initial Bond Insurer and the PILOT Trustee;

(h) a copy, duly certified by the Authorized Representative of the Carousel Owner, of the resolutions adopted by the Carousel Owner authorizing the execution and delivery of the Carousel Owner Documents and certifying that no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of notice or both would constitute or give rise to an Event of Default, exists thereunder;

(i) a copy, duly certified by the Authorized Representative of the Expansion Owner, of the resolutions adopted by the Expansion Owner authorizing the execution and delivery of the PILOT Agreement and any other Expansion Owner Documents and certifying that no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of notice or both would constitute or give rise to an Event of Default, exists thereunder;

(j) (a) a written opinion of counsel to the Carousel Owner, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency, the Initial Bond Insurer and the Underwriter, that the execution and delivery of the Carousel Partial Assignment, the Carousel Installment Sale Agreement, the PILOT Agreement, the PILOT Notes made by Carousel Owner, the PILOT Mortgages encumbering Carousel Center, and the Applicable Election Notice and the other Carousel Owner Documents have been duly authorized, and such agreements constitute valid and binding obligations of the Carousel Owner enforceable in accordance with their terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the Carousel Partial Assignment, the Carousel Installment Sale Agreement, the PILOT Agreement, the PILOT Notes made by Carousel Owner, the PILOT Mortgages encumbering Carousel Center, the Applicable Election Notice and the other Carousel Owner Documents and the consummation of the transactions contemplated

thereby have been obtained; (b) a written opinion of counsel to the Expansion Owner, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency, the Initial Bond Insurer, the Carousel Owner and the Underwriter, that the execution and delivery of the PILOT Agreement and the other Expansion Owner Documents have been duly authorized, and such agreements constitute valid and binding obligations of the Expansion Owner enforceable in accordance with their terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the PILOT Agreement and the other Expansion Owner Documents and the consummation of the transactions contemplated thereby have been obtained; (c) a written opinion of counsel to the Agency, in form and substance reasonably acceptable to Bond Counsel and counsel to the Initial Bond Insurer, the Carousel Owner and the Underwriter, that the execution and delivery of the Carousel Installment Sale Agreement, the Indenture, the Series 2016 Bonds, the PILOT Agreement, the PILOT Mortgages encumbering Carousel Center, the Fifth Supplemental Indenture and the other Agency Documents have been duly authorized, and such agreements and the Series 2016 Bonds constitute valid and binding obligations of the Agency enforceable in accordance with their respective terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the PILOT Agreement, the PILOT Assignment, the Carousel Installment Sale Agreement, the PILOT Mortgages, the PILOT Mortgages encumbering Carousel Center, the Indenture, the Series 2016 Bonds, the Fifth Supplemental Indenture and the other Agency Documents and the consummation of the transactions contemplated thereby have been obtained; (d) a written opinion of counsel to the PILOT Trustee, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency, the Initial Bond Insurer, the Carousel Owner and the Underwriter, that the execution and delivery of the PILOT Assignment, the Collateral Assignment of PILOT Mortgages encumbering Carousel Center and the other documents to which the PILOT Trustee is a party have been duly authorized, and such agreements constitute the valid and binding obligation of the PILOT Trustee enforceable in accordance with their respective terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the PILOT Assignment, the Collateral Assignment of PILOT Mortgages encumbering Carousel Center and the other documents to which the PILOT Trustee is a party and the consummation of the transactions contemplated thereby have been obtained; (e) a written opinion of counsel to the Bond Trustee, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency, the Initial Bond Insurer, the Carousel Owner and the Underwriter, that the execution and delivery of the Indenture, the Fifth Supplemental Indenture and other Bond Documents to which the Bond Trustee is a party have been duly authorized, and such agreements constitute valid and binding obligations of the Bond Trustee enforceable in accordance with their respective terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the Indenture, the Fifth Supplemental Indenture and the other Bond Documents and the consummation of the transactions contemplated thereby have been obtained; (f) a written opinion of counsel to the City, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency, the Initial Bond Insurer, the Carousel Owner and the Underwriter, that the applicable Election Notice complies as to form and consistency with the PILOT Agreement; and (h) a written opinion of counsel to the Bondholder Representative, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency, the Initial Bond Insurer, the Carousel Owner and the Underwriter, that the execution and delivery of the Fifth Supplemental Indenture the other documents to which the Bondholder Representative is a party have been duly authorized, and such agreements constitute valid and binding obligations of the Bondholder Representative enforceable in accordance with their terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the Fifth Supplemental Indenture and the other documents to which the Bondholder Representative is a party and the consummation of the transactions contemplated thereby have been obtained;

(i) a written order to the Bond Trustee executed by an Authorized Representative of the Agency to authenticate and deliver the Series 2016 Bonds to the purchaser or purchasers therein identified upon payment to the Bond Trustee of the purchase price therein specified;

(j) appropriate certifications by the Authorized Representative of each of the Carousel Owner and Expansion Owner that no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of notice would constitute or give rise to an Event of Default, exists under the Indenture or under the PILOT Agreement or the Carousel Partial Assignment or Expansion Partial Assignment, as the case may be;

(k) evidence of insurance, with respect to Carousel Center required to be maintained under the Carousel Installment Sale Agreement; and

(l) such other documents, instruments, agreements and opinions of counsel to and certifications of the Carousel Owner, the Expansion Owner, the Agency, the Bond Trustee, the PILOT Trustee, the Initial Bond Insurer, the Bondholder Representative, the Underwriter and any other necessary parties as may be reasonably required by

the Carousel Owner, the Expansion Owner, the Agency, the Bond Trustee, the PILOT Trustee, the Initial Bond Insurer, the Bondholder Representative or the Underwriter, or by their respective counsel or by Bond Counsel.

General Terms of the Series 2016 Bonds

Each Series 2016 Bond shall bear interest from the Interest Payment Date to which interest has accrued and has been paid, or, if prior to the first Interest Payment Date for such Bond, from the dated date of such Bond, until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions of the Indenture, whether upon maturity, redemption or otherwise. The Series 2016 Bonds issued upon any transfer or exchange under the Indenture shall be numbered in such manner as the Bond Trustee in its discretion may determine. The Series 2016 Bonds shall be issued as fully registered bonds. The Series 2016 Bonds shall conform generally to the rules and regulations of any governmental authority or usage or any requirement of law applicable thereto.

Additional Bonds

Subject to receipt by the Bond Trustee of the documents listed in Section 2.05(c), the Agency may issue one or more Series of Additional Bonds for the purposes authorized by the Indenture. Each such Series of Additional Bonds shall be issued pursuant to a Supplemental Indenture and shall be equally and ratably secured under the Master Indenture with every other Series of Bonds issued under the Master Indenture, without preference, priority or distinction of any Bonds over any other Bonds, subject to the limitations with respect to the use of amounts in the Accounts of the Debt Service Reserve Fund set forth in the Master Indenture, unless otherwise set forth in the Supplemental Indenture pursuant to which such Series of Additional Bonds is issued. No Series of Additional Bonds shall have a Lien on revenues deposited into any Fund or Account or on any Collateral senior to the Lien of the Initial Bonds and the Series 2016 Bonds. Unless provided otherwise in a Supplemental Indenture, all such Additional Bonds shall be in substantially the form of the Initial Bonds, but shall bear such date or dates, bear such Modes, if any, bear interest at such rate or rates, mature on such dates and in such amounts, have such Redemption Dates and Redemption Prices and contain an appropriate Series designation set forth in a Supplemental Indenture, and be issued at such prices as shall be approved by the Agency and the Carousel Owner. The Supplemental Indenture will specify the application of all proceeds of such Additional Bonds, including, without limitation, amounts to be deposited in one or more of the Funds. Issuance of Additional Bonds shall be subject to the terms and conditions set forth elsewhere in the Master Indenture and the following conditions:

(i) an Authorized Representative of the Carousel Owner shall furnish (A) to the Bond Trustee a written request for the issuance of such Additional Bonds not less than sixty (60) days prior to the proposed issuance date thereof, which shall declare the purpose of the issuance of such Additional Bonds, the principal amount of such Additional Bonds and certify that the issuance of such Additional Bonds does not violate the SIDA Agreement; and (B) to the Agency an Issuance Notice (as defined in the SIDA Agreement) in accordance with the SIDA Agreement; and

(ii) any such Additional Bonds may not be issued as Tax Exempt Bonds on or prior to ninety (90) days preceding the date on which the proceeds thereof will be applied to the refunding of any Series of Bonds, unless the Carousel Owner, at its expense, shall have furnished to the Agency and the Bond Trustee a Favorable Opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not adversely affect the exclusion of the interest on any other Series of Tax Exempt Bonds Outstanding from gross income for federal income tax purposes.

Additional Bonds may be issued solely for the purpose of refunding Bonds previously issued by the Agency, funding reserve accounts and paying costs of credit enhancement, if any, and Costs of Issuance associated with the issuance of such Additional Bonds and redemption costs of such refunded Bonds which Additional Bonds shall also be subject to Section 2.06 of the Indenture.

Each Series of Additional Bonds shall be deposited with the Bond Trustee and thereupon shall be authenticated by the Bond Trustee. Upon payment to the Bond Trustee of the proceeds of sale of Additional Bonds, such Additional Bonds shall be delivered by the Bond Trustee to or upon the order of the purchaser thereof, but only upon receipt by the Bond Trustee of:

(i) a copy of the resolution, duly certified by the Secretary or Assistant Secretary of the Agency, authorizing the issuance, sale and delivery of the Additional Bonds and specifying the terms thereof and authorizing the execution of the applicable Supplemental Indenture and any applicable amendments of or supplements to any other Bond Documents;

(ii) a written opinion of Bond Counsel to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized; such Additional Bonds constitute valid, binding special obligations of the Agency; all conditions precedent to the delivery thereof have been fulfilled; with respect to

Additional Bonds constituting Tax Exempt Bonds, the interest on the Tax Exempt Bonds is excluded from gross income for federal income tax purposes except in the circumstances more fully set forth in such opinion; interest on the Tax Exempt Bonds is exempt from personal income taxes imposed by the State and any political subdivision thereof and the issuance of the Additional Bonds will not affect the exclusion from gross income for federal income tax purposes (if and to the extent applicable) of interest on any other Series of Tax Exempt Bonds Outstanding;

(iii) original executed counterparts of the Supplemental Indenture, which shall, among other provisions, specify: (A) the Series and the authorized principal amount of each Series of Additional Bonds; (B) the date, and the Maturity Date or dates, of such Additional Bonds; (C) except in the case of Capital Appreciation Bonds, the interest rate or rates or, if any of such Additional Bonds are Multi Modal Bonds, the Mode, the manner of changing the Modes, the manner of determining the interest rate or rates thereon, the maximum interest rate and the Interest Payment Dates therefor; (D) if such Additional Bonds are Capital Appreciation Bonds, the Valuation Dates for such Bonds and the Accreted Value on each such Valuation Date; (E) the minimum denomination of, and the manner of dating, numbering and lettering, such Additional Bonds, provided that such Bonds shall be in denominations equal to the minimum denomination or any multiple thereof as authorized by the applicable Supplemental Indenture; (F) the Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, such Additional Bonds; (G) the Redemption Price(s), if any, and the redemption terms for such Additional Bonds; (H) the amount and due date of each Sinking Fund Installment, if any, for such Additional Bonds; (I) the application of all proceeds of such Additional Bonds, including, without limitation, the amounts to be deposited in one or more of the Funds and the amount to be paid to any Credit Support Provider, Liquidity Provider or Swap Counterparty; (J) whether such Additional Bonds are (i) issued on parity with, or subordinate to, the Initial Bonds and any Additional Bonds then Outstanding and (ii) Tax Exempt Bonds or Taxable Bonds, the forms of such Additional Bonds and the form of Bond Trustee's certificate of authentication; (K) to the extent applicable, provisions relating to any Qualified Swap entered into in connection with the issuance of such Additional Bonds and any Regularly Scheduled Swap Payments, Swap Termination Payments and Other Swap Payments payable thereunder; and any provisions relating to any Swap Insurance and the amount to be paid to any Bond Insurer as a premium for its role as the provider of any such Swap Insurance; and (L) such other matters, not contrary to or inconsistent with the Master Indenture, as the Carousel Owner or the Agency may deem advisable or necessary in connection with the authorization, issuance, sale or delivery of such Additional Bonds;

(iv) if required by the Supplemental Indenture for such Additional Bonds, or with respect to each Series of Additional Bonds, an original executed counterpart of any Credit Support, Liquidity Facility or Qualified Swap with respect to such Additional Bonds, or, if necessary, an original executed counterpart of an amendment to any existing Credit Support, Liquidity Facility or Qualified Swap then in effect pursuant to which the Credit Support Provider, Liquidity Provider or Qualified Swap Provider fully and unconditionally agrees to include such Additional Bonds within the terms of such Credit Support, Liquidity Facility or Qualified Swap, provided that Credit Support and/or a Liquidity Facility shall be required with respect to any Series of Additional Bonds constituting Variable Rate Bonds;

(v) a written order to the Bond Trustee executed by an Authorized Representative of the Agency to authenticate and deliver the Additional Bonds to the purchaser therein identified upon payment to the Bond Trustee of the purchase price therein specified;

(vi) certification, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency and the Underwriter, by an Authorized Representative of the Carousel Owner that the Carousel Installment Sale Agreement, the Applicable Election Notice, the Carousel Partial Assignment, the PILOT Agreement, the PILOT Notes, the PILOT Mortgages and the other documents relating to the issuance of the Additional Bonds to which the Carousel Owner is a party are in full force and effect and that no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of notice would constitute or give rise to an Event of Default, exists under the Master Indenture;

(vii) (a) a written opinion of counsel to the Carousel Owner, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency and the Underwriter, that the execution and delivery of the Carousel Partial Assignment, the Applicable Election Notice, Carousel Installment Sale Agreement, PILOT Notes, the PILOT Mortgages and the other Carousel Owner Documents relating to the issuance of the Additional Bonds have been duly authorized, and such agreements constitute valid and binding obligations of the Carousel Owner enforceable in accordance with their respective terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the Carousel Partial Assignment, the Applicable Election Notice, Carousel Installment Sale Agreement, PILOT Notes, the PILOT Mortgages and the other Carousel Owner Documents relating to the issuance of the Additional Bonds, and the consummation of the transactions contemplated thereby have been obtained; (b) a written opinion of counsel to the Agency, in form and substance reasonably acceptable to Bond Counsel and counsel to the Underwriter, that the execution and delivery of

the applicable Supplemental Indenture and the other Agency Documents executed and delivered in connection with the issuance of the Additional Bonds have been duly authorized, and such agreements and the Additional Bonds constitute valid and binding special obligations of the Agency enforceable in accordance with their respective terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of the applicable Supplemental Indenture, such Agency Documents, the Additional Bonds and the consummation of the transactions contemplated thereby have been obtained; and (c) a written opinion of counsel to the Bond Trustee, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency and the Underwriter, that the execution and delivery of the Additional Bonds, applicable Supplemental Indenture and other Bond Documents to which the Bond Trustee is a party have been duly authorized, and such agreements constitute valid and binding obligations of the Bond Trustee enforceable in accordance with their respective terms and that, except as otherwise noted therein, all consents, permits and approvals necessary for the execution and delivery of such Bond Documents and the consummation of the transactions contemplated thereby have been obtained;

(viii) certification, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency and the Underwriter, by an Authorized Representative of the City that the PILOT Agreement and the PILOT Assignment are in full force and effect, and an opinion of counsel to the City that the applicable Election Notice complies as to form and consistency with the PILOT Agreement, and no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of such notice would constitute or give rise to an Event of Default exists under the PILOT Agreement or PILOT Assignment;

(ix) certification, in form and substance reasonably acceptable to Bond Counsel and respective counsel to the Agency and the Underwriter, by an Authorized Representative of the County that the PILOT Agreement and the PILOT Assignment are in full force and effect and no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of such notice would constitute or give rise to an Event of Default exists under the PILOT Agreement or PILOT Assignment;

(x) certification, in form and substance reasonably acceptable to Bond Counsel and counsel to the Underwriter, by an Authorized Representative of the Agency that the PILOT Agreement and the PILOT Assignment are in full force and effect and no Event of Default and, to the best of such Authorized Representative's knowledge, no event which with the passage of time or giving of such notice would constitute or give rise to an Event of Default exists under the Master Indenture or under the PILOT Agreement or PILOT Assignment;

(xi) if required under a Supplemental Indenture pursuant to which any Series of Bonds then Outstanding were issued, the consent of the provider of a Bond Support Facility with respect to such Series;

(xii) Rating Confirmation from at least two (2) Rating Agencies (of which S&P shall be one such Rating Agency if it is then rating any Outstanding Bonds) then rating any Series of Bonds Outstanding with respect to such Series of Bonds, taking into account issuance of the proposed Additional Bonds and the rating of any Bonds then Outstanding;

(xiii) an executed counterpart of the Cash Management Agreement (or a certified copy thereof by a party thereto);

(xiv) a report of an independent certified public accountant verifying that the aggregate of Carousel Center PILOTs set forth in the Applicable Election Notice, together with other moneys available for payment of Accrued Debt Service on the Bonds then Outstanding and the Additional Bonds proposed to be issued, is sufficient to pay, when due, Accrued Debt Service on the Bonds then Outstanding and the proposed Series of Additional Bonds to be issued;

(xv) an endorsement to the Title Insurance Policy insuring the priority of the lien of the PILOT Mortgages, as the same may have been amended or restated in connection with the Additional Bonds proposed to be issued;

(xvi) if the Intercreditor Agreement with respect to the Bonds or the Expansion Interested Party Agreement shall be in effect the written consent of the CMBS Lender, the First Mezzanine Lender and the Second Mezzanine Lender (to the extent such Mezzanine Lender shall have an interest in a loan secured by a direct or indirect interest in Carousel Owner); and

(xvii) such other documents, instruments, agreements and opinions of counsel to and certifications of the Carousel Owner, the Agency, the Bond Trustee, the PILOT Trustee and any other necessary parties as may be reasonably required by the Carousel Owner, the Agency, the Underwriter or the Bond Trustee, or by their respective counsel or by Bond Counsel or as may be required under any Supplemental Indenture pursuant to which any Series of Bonds then Outstanding were issued.

Refunding Bonds

(a) One or more Series of Additional Bonds (sometimes referred to as “*Refunding Bonds*” in the Indenture) may be authenticated and delivered upon original issuance to refund all Outstanding Bonds or any Series of Outstanding Bonds or any part of one or more Series of Outstanding Bonds. Bonds of a Series of Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Indenture and of the Supplemental Indenture authorizing said Series of Refunding Bonds. In the case of the refunding under the Indenture of less than all Bonds Outstanding of any Series or of any maturity within such Series, the Bond Trustee shall proceed to select such Bonds in accordance with the Indenture.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Bond Trustee (in addition to the receipt by it of the documents required by the Indenture, as may be applicable) of:

(i) Irrevocable instructions from the Agency to the Bond Trustee, satisfactory to it, to give due notice of redemption pursuant to the Indenture to the Holders of all the Series of Outstanding Bonds to be refunded prior to maturity on the Redemption Date specified in such instructions; and

(ii) (A) Either:

(1) moneys in an amount sufficient to effect payment at maturity or upon redemption at the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the maturity or Redemption Date, which moneys shall be held by the Bond Trustee or any Paying Agent in a separate account irrevocably in trust for and assigned to the respective Holders of the Outstanding Bonds being refunded; and/or

(2) Defeasance Securities in such principal amounts, having such maturities, bearing such interest and otherwise having such terms and qualifications as shall be necessary to comply with the provisions of the Indenture, and any moneys required pursuant to the Indenture (with respect to all Outstanding Bonds or any part of one or more Series of Outstanding Bonds being refunded), which Defeasance Securities and moneys shall be held irrevocably in trust and used only as provided therein;

(B) A certificate of an Authorized Representative of the Carousel Owner containing such additional statements as may be reasonably necessary to show compliance with the requirements of the Indenture, on which certificate the Bond Trustee shall be entitled to rely; and

(C) A report of independent certified public accountants verifying the mathematical accuracy of computations establishing the sufficiency of the moneys and/or Defeasance Securities held by the Bond Trustee and/or the Paying Agents (and/or any escrow agent as shall be appointed in connection therewith) in trust as required to effect such payment at maturity or earlier redemption, *provided, however*, such a report shall not be required if the Carousel Owner deposits or causes to be deposited with the Bond Trustee a sufficient amount of cash (including, without limitation, the proceeds of any Series of Refunding Bonds) so as to pay one hundred percent (100%) of the principal of and interest on the Bonds to be defeased or redeemed, together with interest accrued or to accrue to the Redemption Date, without taking into account the investment earnings on such funds.

(iii) On or before the date of delivery of the Refunding Bonds in connection with the advance refunding of any Series of Outstanding Bonds, a written acknowledgment from any Credit Support Provider that provided the Credit Support securing the Bonds to be refunded, that such Credit Support will continue to secure the Bonds to be refunded until the date of redemption thereof or the date on which such Bonds are paid in full, whatever date is later, a copy of which acknowledgment shall be provided simultaneously to the Agency.

Authentication

Only such Bonds as shall have endorsed thereon a certificate of authentication, in substantially the form set forth in the form of Bonds appended to each respective Supplemental Indenture, duly executed by the Bond Trustee, shall be entitled to any right or benefit under the Indenture. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until such certificate of authentication on such Bond shall have been duly executed by the Bond Trustee, and such certificate of the Bond Trustee upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Indenture. The Bond Trustee’s certificate of authentication on any Bond shall be deemed to have been duly executed if signed

by an Authorized Representative of the Bond Trustee, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Series 2016 Bonds.

Registration and Exchange of Bonds; Persons Treated as Holders

Any Bond in fully registered form may be transferred only on such registration books by the registered Holder in person or by such Holder's attorney duly authorized in writing, and evidence of any such transfer shall be endorsed on such Bond.

The principal of any Bond shall be payable only to or upon the order of the registered Holder or such Holder's legal representative. Upon presentation and surrender for transfer of any fully registered Bond at the designated corporate trust office of the Bond Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Holder or his attorney duly authorized in writing, the Agency shall execute and the Bond Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity. The Agency shall execute and the Bond Trustee shall authenticate and deliver Bonds which the Holder making any exchange is entitled to receive bearing serial numbers not corresponding to those of any Outstanding Bonds.

Except in connection with tenders of Bonds in accordance with the Indenture and any Supplemental Indenture, the Bond Trustee shall not be required to transfer or exchange any fully registered Bond during the period between a Record Date and the related Interest Payment Date with respect to such Bond or to transfer or exchange any Bond after the Agency, at the direction of the Carousel Owner, first directs the Bond Trustee to call such Bond or a portion thereof for redemption as provided in the Indenture.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes of the Indenture, and payment of principal, Purchase Price or Redemption Price of or interest on any Bond shall be made only to or upon the written order of the Holder thereof or such Holder's duly authorized attorney, but such registration may be changed as hereinabove provided. All payments so made shall be valid and effectual to satisfy and discharge the liability of the Agency upon any such Bond to the extent of the sum or sums paid.

In all cases in which the privilege of transferring, registering or reconverting Bonds is exercised, irrespective of whether such privilege is exercised as to Bonds originally issued, the Agency or the Bond Trustee may make a charge sufficient to reimburse them for any expenses incurred or any tax or governmental charge required to be paid by the Agency or the Bond Trustee in connection therewith, which charge or charges shall be paid by the person requesting such transfer, registration or reconversion.

Bonds Mutilated, Destroyed, Stolen or Lost

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Agency shall execute, and thereupon the Bond Trustee shall authenticate and deliver, a new Bond of the same Series, interest rate and maturity and unpaid principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon the filing with the Bond Trustee of evidence reasonably satisfactory to it that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon the furnishing to the Bond Trustee of indemnity sufficient to protect the Bond Trustee, the Initial Bond Insurer (with respect to the Series 2007B Bonds) and the Agency (in the form of an undertaking from an insurance company acceptable to the Bond Trustee) and satisfactory to the Bond Trustee and the Initial Bond Insurer (with respect to the Series 2007B Bonds) and complying with such other reasonable regulations as the Bond Trustee may prescribe, and upon paying such expenses as the Agency, the Initial Bond Insurer (with respect to the Series 2007B Bonds) and the Bond Trustee may incur. All Bonds so surrendered to the Bond Trustee shall be canceled by it. Every new Bond issued pursuant to the provisions of Section 2.11 of the Master Indenture by virtue of the fact that any Bond is destroyed, lost or stolen shall constitute an additional contractual obligation of the Agency, whether or not the destroyed, lost or stolen Bond shall be found and shall be enforceable at any time, and shall be entitled to all the benefits of the Master Indenture equally and proportionately with any and all other Bonds duly issued. All Bonds shall be held and owned upon the express condition (to the extent lawful) that the foregoing provisions are exclusive with respect to the replacement or payment of any mutilated, destroyed, lost or stolen Bonds and shall preclude any and all other rights and remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender. In the event any such destroyed, stolen or lost Bond shall have matured, or be about to mature, the Agency, instead of issuing a new Bond, may pay the same without surrender thereof upon compliance with the condition in the first sentence of Section 2.11 of the Master Indenture.

Cancellation of Bonds

All Bonds paid, redeemed or purchased, and all Bonds surrendered by the Carousel Owner for cancellation, shall forthwith be canceled by the Bond Trustee and, upon such cancellation, shall be retained by the Bond Trustee in accordance with its document retention policies.

Non-Presentation of Bonds

In the event any Bond shall not be presented for payment when the principal, Redemption Price or Purchase Price thereof becomes due, either at the applicable Redemption Date, Purchase Date or maturity, or otherwise, if funds sufficient to pay any such Bond shall have been made available to the Bond Trustee or the Tender Agent, as applicable, for the benefit of the Holder or Holders thereof, and if, in the case of any purchase or redemption, notice of such purchase or redemption shall have been given as provided in the Indenture and in any Supplemental Indenture, or provision satisfactory to the Bond Trustee shall have been made for the giving of such notice, all liability of the Agency to the Holder or Holders thereof for the payment of such Bond, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Bond Trustee or the Tender Agent to pay such funds to the Person entitled thereto or, if the Person is not known to the Bond Trustee or the Tender Agent, to hold such funds, without liability for interest thereon, for the benefit of the Holder of such Bond, as the case may be, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on the part of such Holder under the Indenture or on, or with respect to, such Bond. Funds remaining with the Bond Trustee or the Tender Agent as provided above and unclaimed for the earlier of (i) two (2) years, or (ii) the applicable statutory escheat period less one (1) day, shall be paid to the Carousel Owner. After the payment of such unclaimed moneys to the Carousel Owner, the Holder of such Bond shall thereafter look only to the Carousel Owner for the payment thereof, and all obligations of the Agency, the Bond Trustee, the Tender Agent or such Paying Agent with respect to such moneys shall thereupon cease.

Credit Supports; Liquidity Facilities; Swap Insurance; Qualified Fixed Payor Swaps, Qualified Fixed Receiver Swaps and Other Similar Arrangements; Swap Insurance; Substitute Credit Supports; Substitute Liquidity Facilities

(a) The Agency may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Credit Support or a Liquidity Facility (generally, a “*Bond Support Facility*”) (or in any amendment of such Supplemental Indenture described in the Indenture) as the Carousel Owner deems appropriate and as shall not violate the SIDA Agreement or the Approving Legislation, including provisions that, in the event that the principal, Sinking Fund Installments, if any, and Redemption Price, if applicable, of and interest due on any Bonds Outstanding shall be paid under the provisions of a Bond Support Facility, all covenants, agreements and other obligations of the Agency to the Holders of such Bonds shall continue to exist and such Credit Support Provider or Liquidity Provider shall be subrogated to the rights of such Bondholders in accordance with the terms of such Bond Support Facility. The Agency may also include such provisions in a Supplemental Indenture authorizing a Qualified Swap secured by Swap Insurance, as the Carousel Owner deems appropriate and as shall not violate the SIDA Agreement or the Approving Legislation, including provisions that, in the event that any Regularly Scheduled Swap Payments and/or Swap Termination Payments (the “*Insured Swap Payments*”) shall be paid under the provisions of any Swap Insurance agreement, all covenants, agreements and other obligations of the Agency or the Carousel Owner to the Qualified Swap Provider shall continue to exist and such provider of Swap Insurance shall be subrogated to the rights of such Qualified Swap Provider in accordance with the terms of such Swap Insurance.

(b) In addition, such Supplemental Indenture may establish such provisions as are necessary (i) to comply with the provisions of each such Bond Support Facility and Swap Insurance agreement; (ii) to provide relevant information to the Credit Support Provider, Liquidity Provider and the provider of Swap Insurance; (iii) to provide a mechanism for paying (a) principal of and interest on such Series of Bonds or on reimbursement obligations related thereto under the Bond Support Facility, and (b) Insured Swap Payments under the provisions of any Swap Insurance agreement; and (iv) to make provision for any events of default or for additional or improved security required by the Credit Support Provider, Liquidity Provider and/or the provider of Swap Insurance, *provided that* such provisions do not violate the SIDA Agreement and the Approving Legislation.

(c) In connection therewith, the Agency and/or the Carousel Owner may enter into such agreements with the Credit Support Provider, Liquidity Provider and/or the provider of Swap Insurance providing for, *inter alia*, (i) the payment of fees and expenses to such Credit Support Provider or Liquidity Provider for the issuance of such Bond Support Facility and/or such provider of Swap Insurance for the issuance of such Swap Insurance; (ii) the terms and conditions of such Bond Support Facility and the Series of Bonds, or reimbursement obligations related thereto, affected thereby and/or such Swap Insurance and the Qualified Swap affected thereby; and (iii) the security, if any, to be provided for the issuance of such Bond Support Facility and/or such Swap Insurance.

(d) The Carousel Owner may cause such Bond Support Facility and/or Swap Insurance to be secured by requesting the Agency to provide in the Supplemental Indenture, pursuant to which the Bonds receiving the benefit of such Bond Support Facility are to be or were issued and/or the insured Qualified Swap is authorized, that:

(i) Bonds held by such Credit Support Provider or Liquidity Provider in such capacity shall be subject to such adjustments to the rate of interest, method of determining the rate of interest, maturity or redemption provisions as are specified by the Carousel Owner (subject to the limitation that Support Facility Bonds which constitute PILOT Revenue Bonds shall not bear a higher rate of interest than the underlying PILOT Revenue Bonds in, or determined as provided in, the applicable Supplemental Indenture, or in any agreement referred to therein (any Bonds subject to such adjusted provisions are referred to in the Indenture, for the period such adjusted provisions are in effect, as “*Support Facility Bonds*”); or

(ii) the obligation to reimburse such Credit Support Provider or Liquidity Provider for purchase and/or other payment of Bonds pursuant to such Bond Support Facility will be evidenced by obligations constituting Bonds of the same lien (such obligations are referred to in the Indenture as “*Bank Obligations*”); or

(iii) the obligation to reimburse such provider of Swap Insurance for the payment of Insured Swap Payments pursuant to such Swap Insurance agreement will be evidenced by obligations of the same lien as the Insured Swap Payments so paid (such obligations are referred to in the Indenture as “*Swap Insurance Reimbursement Obligations*”); or

(iv) the Carousel Owner shall enter into an agreement with such Credit Support Provider or Liquidity Provider and/or provider of Swap Insurance directly to reimburse such provider for amounts paid or otherwise advanced under such Bond Support Facility and/or Swap Insurance, together with interest thereon (any such direct reimbursement obligations are referred to in the Indenture as “*Support Obligations*”; Support Facility Bonds, Bank Obligations, Swap Insurance Reimbursement Obligations and Support Obligations are collectively referred to in the Indenture as “*Reimbursement Obligations*”).

No Reimbursement Obligation shall be treated as outstanding for purposes of making any calculation, estimation or determination under the Indenture until amounts are paid under such Bond Support Facility or Swap Insurance, as applicable. Interest on any such Reimbursement Obligation relating to a Bond Support Facility with respect to any Series of PILOT Revenue Bonds shall not have a rate higher than the interest rate on the related Series of PILOT Revenue Bonds. Payments on any Reimbursement Obligation relating to Swap Insurance which provide for different terms than those provided for the payment of Insured Swap Payments under the related Qualified Swap, may be secured by a pledge of, and a lien on, the Collateral on a parity with the pledge and lien created under the Indenture applicable to such related Bonds and/or Qualified Swap if, and to the extent permitted by the SIDA Agreement and, with respect to PILOT Revenue Bonds, the Approving Legislation that, the Agency so designates such Reimbursement Obligation (such designated Reimbursement Obligation in respect of such interest, principal amortization or payment of such Insured Swap Payments is referred to in the Indenture as a “*Parity Reimbursement Obligation*”) in the Supplemental Indenture applicable to the Series of Bonds receiving the benefits of such Bond Support Facility and/or the Qualified Swap receiving the benefits of such Swap Insurance. A Parity Reimbursement Obligation shall be secured by such amounts on deposit in the Debt Service Reserve Fund and the rest of the Trust Estate that secure the Series of Bonds to which it relates. Parity Reimbursement Obligations and Reimbursement Obligations shall include payments of any fees, expenses, indemnification or other obligations to any such provider. All Parity Reimbursement Obligations shall be deemed to be either (i) a part of the Series of Bonds to which the Bond Support Facility which gave rise to such Parity Reimbursement Obligations relates, or (ii) a part of the Qualified Swap to which the Swap Insurance which gave rise to such Parity Reimbursement Obligations relates. Any amounts payable in respect of a Reimbursement Obligation relating either to Bonds or to a Parity Swap Obligation of the same lien, other than amounts constituting a Parity Reimbursement Obligation, shall, as provided in the applicable Supplemental Indenture, be paid from moneys in the Special Payments Fund after making all required deposits into the applicable Bond Fund but prior to payment on such Bonds from any other moneys available therefor in the Redemption Fund or from any other legally available moneys.

(e) Any such Bond Support Facility shall be for the benefit of and secure such Series of Bonds or portion thereof as specified in the applicable Supplemental Indenture. Any such Swap Insurance agreement shall be for the benefit of and secure such Insured Swap Payments or portion thereof as specified in the applicable Supplemental Indenture.

(f) In connection with the issuance of a Series of Bonds or at any time thereafter so long as a Series of Bonds remains Outstanding, the Agency or the Carousel Owner may, to the extent from time to time permitted pursuant to Legal Requirements, enter into Qualified Fixed Payor Swaps, Qualified Fixed Receiver Swaps or other similar arrangements if the Carousel Owner determines that such Qualified Fixed Payor Swaps, Qualified Fixed Receiver Swaps or other similar arrangements will assist the Carousel Owner in more effectively managing its

interest costs or in otherwise more effectively managing its interest rate exposure or is otherwise advantageous to the Agency or the Carousel Owner, *provided that* the Carousel Owner shall have first provided to the Bond Trustee the written consent of the Credit Support Provider for each Series of Bonds to which such arrangements relate and the Rating Confirmation from each Rating Agency, if any, then rating any Series of Bonds to which such arrangements relate. To the extent provided in the agreement relating to a Qualified Swap, the Carousel Owner's obligation to pay any Regularly Scheduled Swap Payment under any Qualified Fixed Payor Swap or Qualified Fixed Receiver Swap (a "*Parity Swap Obligation*") shall be secured by a pledge of, and a lien on, the Trust Estate pledged under the Indenture on a parity with the lien created under the Indenture for the Series of Bonds to which such Parity Swap Obligation relates, but only to the extent that the payment of such amount relates to the same period for which interest has accrued on the Series of Bonds to which such Parity Swap Obligation relates. A Parity Swap Obligation shall be secured by such amounts on deposit in the Debt Service Reserve Fund and the rest of the Trust Estate that secure the Series of Bonds to which it relates. Parity Swap Obligations shall only include Regularly Scheduled Swap Payments and shall not include any Swap Termination Payments or Other Swap Payments, or any payments that represent payment of interest thereunder in advance of the payment of interest on the Series of Bonds to which such Parity Swap Obligation relates. Swap Termination Payments and Other Swap Payments shall be paid with amounts on deposit in the Special Payments Fund.

(g) Any amounts received from a Qualified Swap Provider relating to a Parity Swap Obligation (other than a lump sum payment made upon the commencement of a related swap or as a termination payment in respect of a related swap) shall be deposited in the appropriate account in the Bond Fund for the Series of Bonds to which such Parity Swap Obligation relates to the extent that at the time of receipt of such amount the amount then on deposit therein shall be less than the amount then required to be on deposit therein, and any amounts not required to be so deposited (such as lump sum payments made upon the commencement of a related swap or a termination payment in respect of a related swap) shall be deposited in the Revenue Fund.

(h) From time to time, a Substitute Credit Support or Substitute Liquidity Facility may replace any Credit Support or Liquidity Facility upon the terms and conditions of the Indenture, and the Carousel Owner shall notify any Rating Agencies then rating, at the request of the Carousel Owner, the Series 2016 Bonds of any such substitution. The Bond Trustee is directed to accept any Substitute Credit Support or Substitute Liquidity Facility delivered in accordance with the Indenture.

(i) Prior to the delivery of a Substitute Credit Support or Substitute Liquidity Facility to the Bond Trustee, the Carousel Owner shall deliver to the Bond Trustee (i) a Rating Confirmation from each Rating Agency, if any, then providing a rating on the Series of Bonds subject to the Credit Support or Liquidity Facility, in each case which is subject to substitution and other evidence of ratings thereof described in the Indenture; (ii) a Favorable Opinion of Bond Counsel to the effect that the substitution of the Substitute Credit Support or Substitute Liquidity Facility thereof will not adversely affect the exclusion of interest on the affected Tax-Exempt Bonds from gross income for federal income tax purposes; and (iii) an Opinion of Counsel to the Substitute Credit Support Provider or Substitute Liquidity Provider stating that such Substitute Credit Support or Substitute Liquidity Facility has been duly authorized, executed and delivered by the Substitute Credit Support Provider or Substitute Liquidity Provider and constitutes the legal, valid and binding obligation of the Substitute Credit Support Provider or Substitute Liquidity Provider, enforceable in accordance with its terms.

(j) Within five (5) Business Days of acceptance of any Substitute Credit Support or Substitute Liquidity Facility, the Bond Trustee shall give notice by first class mail, postage prepaid, to the Agency, the Remarketing Agent, the Carousel Owner and any Holders of the affected Series of Bonds (i) stating that a Substitute Credit Support or Substitute Liquidity Facility has been delivered to the Bond Trustee; (ii) identifying the Substitute Credit Support Provider or Substitute Liquidity Provider; (iii) describing the Substitute Credit Support or Substitute Liquidity Facility, including, without limitation, the nature of the Substitute Credit Support or Substitute Liquidity Facility and its expiration date; and (iv) stating the rating on the affected Series of Bonds, if any, assigned by the Rating Agencies as a result of the delivery of such Substitute Credit Support or Substitute Liquidity Facility. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not any registered Owners of the affected Series of Bonds receive such notice.

(k) If any Substitute Credit Support or Substitute Liquidity Facility is accepted by the Bond Trustee in accordance with the Indenture, on any Mandatory Tender Date, the Bond Trustee shall, if so directed by the Carousel Owner, release the corresponding Credit Support or Liquidity Facility which is subject to substitution immediately following the mandatory tender of the Series of Bonds affected by such substitution and release.

(l) The Bond Trustee shall not release a Credit Support or Liquidity Facility before its termination date or scheduled expiration date, except on (i) a Mandatory Tender Date following a mandatory tender for purchase of, and payment in full of the Purchase Price of, all of the Series of Bonds Outstanding secured by such Credit Support or Liquidity Facility, or (ii) the Redemption Date for all of the Series of Bonds Outstanding secured by such

Credit Support or Liquidity Facility, and no such Series of Bonds shall be remarketed if not secured by a Credit Support or Liquidity Facility without first obtaining a new rating from each Rating Agency then maintaining a rating on such Series of Bonds.

(m) In no event shall the Bond Trustee accept a Substitute Credit Support or Substitute Liquidity Facility unless the Bond Trustee shall have received (A) if the affected Series of Bonds is then rated by any Rating Agency, (1) a Rating Confirmation, and (2) evidence that such Series of Bonds shall be rated not less than investment grade by the Rating Agencies, in each case without regard to any other credit support then supporting the payment when due of the principal of and interest on the Bonds, or (B) (I) if the affected Series of Bonds is not then rated by a nationally recognized securities ratings organization and the proposed Substitute Credit Support or Substitute Liquidity Facility is a corporate guaranty, there shall have been delivered to the Bond Trustee prior to the effective date of such Substitute Credit Support or Substitute Liquidity Facility, (1) evidence that ratings on the unsecured long-term debt of the Substitute Credit Support Provider or Substitute Liquidity Provider from each nationally recognized ratings organization then rating the unsecured long-term debt of the Credit Support Provider or Liquidity Provider, which is subject to substitution, are at least equal to such ratings on the unsecured long-term debt of such Credit Support Provider or Liquidity Provider, and (2) evidence that ratings on the unsecured long-term debt of the Substitute Credit Support Provider or Substitute Liquidity Provider from each nationally recognized ratings organization then rating the unsecured long-term debt of the Credit Support Provider or Liquidity Provider, which is subject to substitution, which ratings are at least investment grade, in each case without regard to any other credit support then supporting the payment when due of the principal of and interest on the unsecured long-term debt of the Substitute Credit Support Provider or Substitute Liquidity Provider, or (II) if the affected Series of Bonds is not then rated by a nationally recognized securities ratings organization and the proposed Substitute Credit Support or Substitute Liquidity Facility is some other form of credit support instrument, there shall have been delivered to the Bond Trustee prior to the effective date of such Substitute Credit Support or Substitute Liquidity Facility (1) evidence that ratings on the affected Series of Bonds from each nationally recognized securities ratings organization then rating the unsecured long-term debt of the Credit Support Provider or Liquidity Provider, which is subject to substitution are at least equal to such ratings on the unsecured long-term debt of such Credit Support Provider or Liquidity Provider, and (2) evidence that ratings on the affected Series of Bonds are at least investment grade by any such ratings organizations then rating the unsecured long-term debt of the Credit Support Provider or Liquidity Provider, which is subject to substitution.

Certain Provisions Relating to Multi-Modal Bonds

Multi-Modal Bonds in any Mode other than a Fixed Mode may be changed to any other Mode at the times and in the manner provided in the Indenture. All Multi-Modal Bonds within the same Series shall at all times be within the same Mode. On the Mode Change Date for a Series of Bonds, the Current Mode for such Bonds shall be changed to the New Mode, as provided in the Indenture. Subsequent to such change in Mode (other than a change to a Fixed Mode), all Multi-Modal Bonds within the same Series may again be changed to a different Mode at the times and in the manner provided in the Indenture. A Fixed Mode shall be in effect until the Maturity Date(s) for the applicable Series of Bonds and may not be changed to any other Mode. Prior to a change in Mode from or to a Long Term Mode or to a Fixed Mode, the Carousel Owner shall obtain a Favorable Opinion of Bond Counsel with respect to such change in Mode. Any Series of Variable Rate Bonds shall be secured by a Liquidity Facility and Credit Support containing such terms as shall be specified in the Supplemental Indenture with respect to such Series of Variable Rate Bonds.

Privilege of Redemption and Redemption Price; Selection of Bonds to Be Redeemed

The Series 2016 Bonds are subject to redemption in whole or in part prior to maturity and shall be redeemable, upon notice as provided in the Indenture and in any applicable Supplemental Indenture, at such times, at such Redemption Prices and upon such terms in addition to and consistent with the terms contained in the Indenture and in any applicable Supplemental Indenture. Except as otherwise provided in any Supplemental Indenture, in the event of any redemption of less than all of the Outstanding Bonds of the same Series and maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Bond Trustee in such manner as the Bond Trustee in its discretion may determine, *provided, however*, that to the maximum extent practicable, the Bond Trustee shall not select any Bond for partial redemption if the remaining principal amount thereof would not otherwise constitute an Authorized Denomination, failing which, a Bond or Bonds shall be permitted to be in a denomination not otherwise constituting an Authorized Denomination.

For purposes of the Indenture, the lowest denomination in which a Capital Appreciation Bond is authorized to be redeemed shall be the lowest Accreted Value authorized to be due at maturity on such Bond as set forth in the Supplemental Indenture pursuant to which such Bond was issued.

Notice of Redemption

Upon the occurrence of any event requiring redemption of a Series of Bonds under the Indenture and the applicable Supplemental Indenture, the Bond Trustee shall give prompt written notice, in the name of the Agency, of such redemption, which notice shall specify the Series and maturity or maturities of the Bonds to be redeemed, the Redemption Date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any Series and maturity are to be redeemed, the numbers of such Bonds so to be redeemed. Such notice shall further state that (a) on such Redemption Date there shall become due and payable upon each Bond to be redeemed the Redemption Price; (b) such redemption is to be made out of Sinking Fund Installments, if such be the case, together in either case with interest accrued to the Redemption Date; (c) with respect to Current Interest Bonds subject to the Make-Whole Premium, if any, such Make-Whole Premium shall be determined as of the third Business Day immediately preceding the Redemption Date; and (d) from and after the Redemption Date interest thereon shall cease to accrue and be payable. With respect to any Capital Appreciation Bond, the notice of redemption shall also state the Accreted Value. The Bond Trustee shall mail a copy of such notice by registered or certified mail, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days before the Redemption Date, (a) to the Carousel Owner, (b) to the applicable Bond Insurer, (c) the Bondholder Representative, and (d) to any registered Holders of Bonds which are to be redeemed at the addresses appearing upon the registration books. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not such Holders receive the notice. Any notice of optional redemption may provide (and shall so provide if the Bond Trustee shall be directed to do so by the Carousel Owner) that such notice of redemption may be rescinded on or before the Business Day preceding the Redemption Date by the Agency at the written direction of the Carousel Owner (in which case the Bond Trustee shall promptly so notify the applicable Bond Insurer, the Bondholder Representative and Holders of such Bonds in the same manner in which such notice of redemption was given), and if such notice of redemption is rescinded, the Bonds scheduled to be redeemed shall remain Outstanding as if the notice of redemption had not been sent. If, at the time of mailing of the notice of optional redemption, there shall not have been deposited with the Bond Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit of the redemption moneys with the Bond Trustee not later than 1:00 p.m. New York City time on the Redemption Date, and such notice shall be of no effect unless such moneys are so deposited. The Bond Trustee is also directed to notify any Rating Agencies then rating any Series of Bonds to be redeemed in the event of the redemption thereof in whole pursuant to the Indenture.

Redemption of Bonds

Except as otherwise provided in the Indenture and in the applicable Supplemental Indenture, notice having been given in the manner provided in the Indenture, the Bonds called for redemption shall become due and payable on the Redemption Date designated in such notice at the Redemption Price, and upon presentation and surrender of such Bonds at the office specified in such notice, the Redemption Price of such Bonds shall be paid. If, on the Redemption Date, amounts sufficient for the redemption of all Bonds or portions thereof to be redeemed, together with interest accrued to the Redemption Date, shall be held by the Paying Agents so as to be available for such redemption on said date, and if notice of redemption shall have been given as aforesaid, then, from and after the date of redemption, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue and be payable. If said moneys shall not be so available on the Redemption Date and such notice shall not have been rescinded, such Bonds shall continue to bear interest until paid at the rate or rates set forth in the Bonds for overdue payment of principal and interest, or, if no such overdue rate shall be set forth, at the same rate of interest such Bonds would have borne had they not been called for redemption.

Partial Redemption of Fully Registered Bonds

Upon surrender of any fully registered Bond for redemption in part only, the Agency shall execute and the Bond Trustee shall authenticate and deliver to the Holder thereof, at no expense to such Holder, and provide prompt written notice thereof to the applicable Bond Insurer, the Bondholder Representative, a new Bond or Bonds of the same Series and the same maturity and of Authorized Denominations (subject to the Indenture) in an aggregate unpaid principal amount equal to the unredeemed portion of the Bond surrendered, which new Bond or Bonds shall be a fully registered Bond or Bonds.

Pro Rata Redemptions; Bonds Held by DTC

In the event that DTC, or its designee, is the Holder of any Bonds, and such Bonds are subject to pro rata redemption among the Holders, including DTC, DTC may select the Bonds to be redeemed from its participants in any manner chosen by DTC, including selection by lot. For so long as the Bonds, or any of them, are held by DTC or any other similar depository for holding bonds, the Bond Trustee shall have no liability with respect to any "pro

rata” redemption required if, after instructing such depository regarding the pro rata redemptions required, such depository fails to properly effect such instructions.

Establishment of Funds

There are established in the Indenture the following trust funds and accounts to be maintained and held by the Bond Trustee:

- (a) Project Fund;
- (b) Capitalized Interest Fund;
- (c) Cost of Issuance Fund;
- (d) Revenue Fund;
- (e) Bond Fund;
- (f) Debt Service Reserve Fund;
- (g) Redemption Fund;
- (h) Special Payments Fund;
- (i) Purchase Fund;
- (j) Rebate Fund;
- (k) Green Bond Reserve Fund; and
- (l) Principal Reserve Fund.

The Bond Trustee is authorized to establish and maintain for so long as necessary other Funds and Accounts under the Indenture for Additional Bonds issued under the Indenture, including any separate Accounts with respect to a Series under the Funds, as applicable, *provided that* no such action shall affect the priority of the Liens established in the Indenture for the benefit of the Series 2016 Bonds, except as otherwise provided in the Indenture and as may be provided in the Supplemental Indenture pursuant to which a Subordinate Series of Bonds is issued. The Bond Trustee shall establish and maintain separate subaccounts within each Account with respect to each Series of Bonds. Proceeds of the Series 2016 Bonds shall be deposited in such amounts in such Funds as shall be provided in the Fifth Supplemental Indenture.

Project Fund

Amounts as shall be specified in the Fifth Supplemental Indenture relating to the Series 2016 Bonds and in any subsequent Supplemental Indenture relating to any Series of Additional Bonds shall be deposited into the Project Fund. The amounts in the Accounts of the Project Fund shall, subject to the Indenture, be subject to a security interest, lien and charge in favor of the Bond Trustee for the benefit of the Holders of the Series 2016 Bonds, except as may be otherwise provided in the Supplemental Indenture pursuant to which a Subordinate Series of Bonds is issued. The Bond Trustee shall apply the amounts in the Project Fund to the payment, or reimbursement to the extent the same have been paid by or on behalf of the Carousel Owner, of the Public Improvement Costs.

Disbursements of proceeds of Bonds from the Project Fund shall be made by the Bond Trustee upon receipt of a requisition in the form of Exhibit A to the Indenture (a “*Requisition*”) signed by the Carousel Owner. Requisitions shall be reviewed by the Bond Trustee for compliance on their face with the terms of the Indenture. Any Requisition of proceeds of Bonds in the Project Fund may authorize the making of payments to or on behalf of the Carousel Owner for advances made in respect of the redemption costs of the Series 2007A Bonds to the extent that such amounts are properly chargeable against the Project Fund in accordance with the Indenture, the applicable Supplemental Indenture and the SIDA Agreement. In any such case, the Requisition shall to the costs associated with the redemption of the Series 2007A Bonds. Upon receipt by the Bond Trustee of a Requisition which complies with the provisions of the Indenture, the Bond Trustee shall deliver to the Carousel Owner or its designee checks made payable to the Carousel Owner or its designee for the payment thereof or shall make arrangements for the transfer and deposit of the amount for such payment, as the Carousel Owner shall request.

Cost of Issuance Fund

There shall be deposited in the Cost of Issuance Fund such amounts as shall be provided in the Supplemental Indenture relating to a Series of Bonds. The Bond Trustee shall establish a separate Account in the Cost of Issuance Fund for each Series of the Bonds. The Bond Trustee shall use amounts in the Cost of Issuance Fund for payment of Costs of Issuance in accordance with a certificate or certificates of the Carousel Owner stating

the names of the payees, the purpose of each payment in terms sufficient for identification and the respective amounts of each such payment. Earnings from any investment of moneys in an Account of the Cost of Issuance Fund established with respect to a Series of Bonds and any amounts remaining in such Account of the Cost of Issuance Fund after payment of all Costs of Issuance for the applicable Series of Bonds shall be transferred to the applicable Interest Account in the Bond Fund.

Revenue Fund

(a) The Bond Trustee shall establish within the Revenue Fund an Account for each Series of Bonds. All funds received by the Bond Trustee from the PILOT Trustee shall be deposited into the applicable Account of the Revenue Fund. The Bond Trustee shall disburse such amounts in accordance with the terms of the Indenture.

(b) On the first Business Day of each month, the Bond Trustee shall transfer the moneys in the applicable Account of the Revenue Fund into the respective Account of the following Funds in the following order of priority, but only to the extent moneys are then available in the applicable Account of the Revenue Fund:

(i) into the applicable Account of Bond Fund so that the balance in such Account of the Bond Fund after such transfer is equal to the aggregate of the amounts described in clauses (i) and (ii) of the definition of Accrued Debt Service due for such Series of Bonds; then

(ii) to the Bond Insurer of such Series of Bonds, to pay default interest, if any, then due as a result of a payment under the applicable Bond Insurance Policy; then

(iii) to the Reserve Account Credit Facility Provider, if any, to pay any interest on sums drawn under the Reserve Account Credit Facility and then if necessary, in an amount such that the balance in the Debt Service Reserve Fund will equal the Debt Service Reserve Requirement, and among the Accounts of the Debt Service Reserve Fund pro rata based on the allocation for such Account set forth in the definition of Debt Service Reserve Requirement; then

(iv) to the Principal Reserve Fund to pay the Principal Reserve Payment then due; then

(v) into the Special Payments Fund, if necessary, in an amount such that the balance in the Special Payments Fund after such transfer will be sufficient to pay Reimbursement Obligations, Swap Termination Payments and Other Swap Payments for the corresponding Series of Bonds as set forth in the Indenture; then

(vi) to the payment of Fixed Fees and Bond Fees, if any, then due and payable; then

(vii) to the PILOT Trustee for deposit to the Escrow Fund.

(c) All Funds received by the Bond Trustee from the Carousel Owner shall be deposited into the Revenue Fund. The Bond Trustee shall disburse amounts received under any Bond Support Facility in accordance with the Supplemental Indenture pursuant to which the Series of Bonds secured by such Bond Support Facility were issued.

Bond Fund

The Indenture created and established in the Bond Fund the Accounts and subaccounts described below, which shall be held by the Bond Trustee and which shall be used solely for the purposes of paying the principal and Redemption Price, if any, of, and interest and Sinking Fund Installments, if any, on the Bonds, of retiring such Bonds at or prior to maturity and of paying amounts payable to any Bond Insurer to reimburse it for payments under the applicable Bond Insurance Policy in the manner provided in the Indenture and in any Supplemental Indenture. The Bond Trustee shall establish a subaccount within each Account for each Series of Initial Bonds and Additional Bonds. All moneys deposited in the Bond Fund shall be disbursed and applied by the Bond Trustee at the times and in the manner provided in the Indenture.

(a) Interest Account.

(i) The Indenture created and established in the Bond Fund an account therein called the Interest Account, and there shall be established under the Supplemental Indenture pursuant to which a Series of Bonds is issued a subaccount within the Interest Account with respect to such Series of Bonds.

(ii) The Bond Trustee shall deposit into the Interest Account, upon receipt thereof, sufficient amounts from the Revenue Fund to allow for timely payment of the interest becoming due on any Bonds on the next Interest Payment Date.

(iii) The Bond Trustee shall, on or before each applicable Interest Payment Date, pay out of the Interest Account the amounts required for the payment of the interest becoming due on the Bonds on such Interest Payment Date. The Bond Trustee shall also pay out of the Interest Account on any applicable Redemption

Dates for any Bonds being refunded by an issue of Refunding Bonds, the amount required for the payment of interest on such Bonds then to be so redeemed.

(b) Principal Account.

(i) The Indenture created and established in the Bond Fund an account therein called the Principal Account, and there shall be established under the Supplemental Indenture pursuant to which a Series of Bonds is issued a subaccount within the Principal Account with respect to such Series of Bonds.

(ii) The Bond Trustee shall deposit into the applicable subaccount of the Principal Account, upon receipt thereof, sufficient amounts from the Revenue Fund to allow for timely payment of the principal becoming due on any Bonds on the next Principal Payment Date.

(iii) The Bond Trustee shall, on or before each applicable Principal Payment Date, pay out of the Principal Account the amounts required for the payment of the principal becoming due on any Bonds on such Principal Payment Date.

(c) Fixed Fees Account.

(i) The Indenture created and established in the Bond Fund an account therein called the Fixed Fees Account, and there shall be established under the Supplemental Indenture pursuant to which a Series of Bonds is issued a subaccount within the Fixed Fees Account with respect to such Series of Bonds.

(ii) The Bond Trustee shall deposit into the applicable subaccount of the Fixed Fees Account, upon receipt thereof, sufficient amounts from the corresponding subaccount of the Revenue Fund to allow for timely payment of the Fixed Fees becoming due on the respective Series of Bonds on the respective payment date therefore.

(iii) The Bond Trustee shall pay out of the applicable subaccount of the Fixed Fees Account the amounts required for the payment of the Fixed Fees due on the respective Series of Bonds.

If, on the third Business Day preceding an applicable Interest Payment Date or Principal Payment Date, the balances in the applicable subaccounts of the Interest Account and/or the Principal Account, after giving effect to any transfers made pursuant to Sections 4.05, 4.08 and 4.16 of the Master Indenture shall be insufficient for the purposes thereof on a payment date, the Bond Trustee shall immediately notify the Carousel Owner of such shortfall and shall transfer to such subaccount of the Interest Account and then to such subaccount of the Principal Account such amounts as may be necessary therefor: (i) first, from the applicable Accounts within the Principal Reserve Fund; and (ii) second from the Taxable Account (to the extent the deficiency relates a Series of Taxable Bonds, pro rata based on the amount of such deficiency) and the Tax-Exempt Account (to the extent the deficiency relates to Tax-Exempt Bonds, pro rata based on the amount of such deficiency) within the Debt Service Reserve Fund. To the extent any deficiency remains thereafter with respect to any Series of Tax-Exempt Bonds, amounts in the Taxable Account shall be transferred to fund such deficiency. No amounts in the Tax-Exempt Account shall be used to cure a deficiency with respect to any Series of Taxable Bonds.

Earnings from the investment of the amounts held in the Interest Account, the Principal Account and the Fixed Fees Account shall be transferred, first, to corresponding Accounts in the Debt Service Reserve Fund, if and to the extent necessary to make the amount in such Account equal the Debt Service Reserve Requirement, second, to the Principal Reserve Fund, if the sum of (i) amounts presently on deposit in the Principal Reserve Fund, together with the expected investment earnings on such amounts, plus (ii) the expected investment earnings on amounts on deposit in the Tax-Exempt Account and the Taxable Account of the Debt Service Reserve Fund, will be insufficient to provide for transfers, on or before each Interest Payment Date, pursuant to Sections 4.07(a)(iii) and 4.16 of the Master Indenture, of an aggregate amount at least equal to the Expected DSRF Earnings with respect to each such Interest Payment Date, until such insufficiency shall have been satisfied and then to the Revenue Fund.

Debt Service Reserve Fund

(a) (i) The Bond Trustee shall establish within the Debt Service Reserve Fund an Account for each Series of Bonds in an amount equal to the applicable Debt Service Reserve Requirement for such Series of Bonds.

(ii) The Bond Trustee shall use amounts in the Taxable Account and the Tax-Exempt Account of the Debt Service Reserve Fund to make transfers to the applicable Interest Account and Principal Account, as provided in the Master Indenture to the extent necessary to pay the principal of (whether at maturity or upon redemption) and interest on the Bonds on any applicable Principal Payment Date or Interest Payment Date. Moneys held in the Accounts within the Debt Service Reserve Fund shall be withdrawn by the Bond Trustee after any withdrawals pursuant to Section 4.16 of the Master Indenture and deposited to the applicable Interest Account

and the Principal Account in the Bond Fund, respectively, at the times and in the amounts required to comply with the provisions of Section 4.06 of the Master Indenture, or deposited to the credit of the Redemption Fund at the times and in the amounts required to make payments therefrom in respect of the Bonds; provided, however, amounts on deposit in the Tax-Exempt Account of the Debt Service Reserve Fund shall only be deposited in the applicable Accounts of the Bond Fund with respect to the Series of Tax-Exempt Bonds, and amounts on deposit in the Taxable Account of the Debt Service Reserve Fund can be deposited in the applicable Accounts of the Bond Fund with respect to a Series of Taxable Bonds or Tax-Exempt Bonds. Amounts on deposit in any Account of the Debt Service Reserve Fund may be invested in Authorized Investments. On the third Business Day prior to each Interest Payment Date (i) earnings in the Tax-Exempt Account of the Debt Service Reserve Fund shall be transferred to the Interest Account of the Bond Fund for each Series of Tax-Exempt Bonds Outstanding; and (ii) earnings in the Taxable Account of the Debt Service Reserve Fund shall be transferred first to the Interest Account of the Bond Fund for each Series of Taxable Bonds Outstanding (pro rata based upon the then Outstanding principal amount of each Series of Taxable Bonds) and then, to the extent there are earnings remaining in the Taxable Account of the Debt Service Reserve Fund in excess of the interest payment due on such next Interest Payment Date on the Taxable Bonds, to the Interest Account of the Bond Fund for each Series of Tax-Exempt Bonds Outstanding.

(b) (i) In lieu of or in substitution for moneys on deposit in or to be deposited in the Debt Service Reserve Fund pursuant to any provision of this Indenture, the Carousel Owner may deposit or cause to be deposited with the Bond Trustee a Reserve Fund Credit Facility for the benefit of the Holders of the Outstanding Bonds for all or any part of the Debt Service Reserve Requirement, provided, however, (1) that any such surety bond or insurance policy shall be issued by an insurance company or association duly authorized to do business in the State and either (A) the claims paying ability of such insurance company or association is rated in the highest rating category accorded by a nationally recognized insurance rating agency, or (B) obligations insured by a surety bond or an insurance policy issued by such company or association are rated at the time such surety bond or insurance policy is delivered in the highest Rating Category by the Rating Agencies; (2) that any such letter of credit shall be issued by a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provision of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provision of law, or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, the unsecured or uncollateralized long term debt obligations of which, or long term obligations secured or supported by a letter of credit issued by such Person, are rated at the time such letter of credit is delivered in at least the second highest Rating Category by the Rating Agencies; and (3) the Bond Trustee shall receive an Opinion of Counsel, in form and substance reasonably acceptable to Bond Counsel and counsel to the Agency, to the effect that the Reserve Account Credit Facility meets the requirements hereof.

(ii) In addition to the conditions and requirements set forth above, no Reserve Account Credit Facility shall be deposited in full or partial satisfaction of the applicable Debt Service Reserve Requirement unless the Bond Trustee, the Initial Bond Insurer and the Bondholder Representative and each Credit Support Provider shall have received prior to such deposit (1) an Opinion of Counsel, in form and substance reasonably acceptable to Bond Counsel, respective counsel to the Agency, the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative and each applicable Credit Support Provider to the effect that such Reserve Account Credit Facility has been duly authorized, executed and delivered by the applicable Reserve Account Credit Facility Provider and is valid, binding and enforceable in accordance with its terms; (2) in the event such Reserve Account Credit Facility Provider is not a domestic entity, an opinion of foreign counsel in form and substance reasonably satisfactory to the Bond Trustee, the Initial Bond Insurer, if applicable, the Bondholder Representative, if applicable and the applicable Credit Support Provider; (3) in the event such Reserve Account Credit Facility is a letter of credit, an Opinion of Counsel, in form and substance reasonably acceptable to Bond Counsel, respective counsel to the Agency, the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative and any Credit Support Provider substantially to the effect that payments under such letter of credit will not constitute avoidable preferences under Section 547 of the United States Bankruptcy Code in a case commenced by or against the Carousel Owner thereunder; and (4) Rating Confirmation from each Rating Agency then rating any Series of Bonds Outstanding.

(iii) Notwithstanding the foregoing, if, at any time after a Reserve Account Credit Facility has been deposited with the Bond Trustee, the unsecured or uncollateralized long term debt of the Reserve Account Credit Facility Provider or the long term debt obligations secured or supported by a surety bond, insurance policy or letter of credit of a Reserve Account Credit Facility Provider is reduced below the second highest Rating Category by any Rating Agency, the Carousel Owner shall, within ten (10) days after Notice of such reduction, replace or cause to be replaced said Reserve Account Credit Facility with another Reserve Account Credit Facility which satisfies the requirements of the two preceding paragraphs. If the Carousel Owner shall fail to replace or fail to cause to be replaced the Reserve Account Credit Facility on or prior to the tenth (10th) day following Notice of such

reduction, the Bond Trustee shall immediately draw on such Reserve Account Credit Facility in the full amount thereunder.

(iv) Each such surety bond, insurance policy or letter of credit (a) shall have a term of not less than one (1) year, (b) shall be a direct pay obligation payable upon presentation or sight draft, (c) shall be an irrevocable obligation of the provider thereof in favor of the Bond Trustee and transferable to any successor Bond Trustee, and (d) shall be payable (upon the giving of such notice as may be required thereby) (1) on any date on which moneys are required to be withdrawn from the applicable Account of the Debt Service Reserve Fund and such withdrawal cannot be made without obtaining payment under such Reserve Account Credit Facility, or (2) on a date not more than ten (10) days prior to the expiration date of the Reserve Account Credit Facility then in effect if no substitute Reserve Account Credit Facility meeting the requirements of this Indenture has been deposited with the Bond Trustee.

(v) For the purposes of this Section, in computing the amount on deposit in an Account of the Debt Service Reserve Fund, a Reserve Account Credit Facility shall be valued at the amount available to be paid thereunder on the date of computation, provided, however, that, if the unsecured or uncollateralized long term debt of the applicable Reserve Account Credit Facility Provider, or the long term debt obligations secured or supported by a surety bond, insurance policy or letter of credit of said Reserve Account Credit Facility Provider, has been reduced below the ratings required by the first paragraph of this subsection (b), said Reserve Account Credit Facility shall be valued at the lesser of (1) the amount available to be paid thereunder on the date of calculation, and (2) the difference between the amount available to be paid thereunder on the date of issue thereof and an amount equal to a fraction of such available amount the numerator of which is the aggregate number of July 1st's and January 1st's which has elapsed since such ratings were reduced and the denominator of which is ten.

(vi) Moneys released from the Debt Service Reserve Fund upon acceptance by the Bond Trustee of the Reserve Account Credit Facility shall be deposited in the corresponding Account of the Project Fund for application, first, to the costs incurred by the Carousel Owner to obtain such Reserve Account Credit Facility, second, earnings, if any, on moneys released from the Debt Service Reserve Fund shall be deposited in the Revenue Fund and then to the Redemption Fund for application to redemption or defeasance of a portion of the corresponding Series of Bonds as set forth in Section 9.02 of the Master Indenture.

Redemption Fund

(a) The Bond Trustee shall establish within the Redemption Fund an Account for each Series of Bonds.

(b) To the extent not required to make up a deficiency as required by the Indenture, amounts accumulated in an Account of the Redemption Fund shall be applied by the Bond Trustee, as promptly as possible after receipt of written instructions from an Authorized Representative of the Carousel Owner or after deposit of such amounts in the Redemption Fund in the case of any redemption required pursuant to the Indenture, to (i) the purchase of any Outstanding Bonds, of the corresponding Series, maturity and interest rate, (ii) the redemption at the applicable Redemption Price of such Bonds, if then redeemable by their terms, (iii) the defeasance of such Series of Bonds pursuant to the Indenture, and (iv) the payment of costs and expenses as provided in the Indenture. If the Series 2016 Bonds to be purchased are redeemable by their terms, the purchase price to be paid by the Carousel Owner shall not exceed the Redemption Price then applicable. If the Series 2016 Bonds to be purchased are not redeemable by their terms, the price to be paid by the Carousel Owner shall not exceed the Redemption Price applicable on the first date after the purchase upon which the Series 2016 Bonds are subject to redemption. Notwithstanding the foregoing, there shall be no redemption of Bonds, other than scheduled mandatory sinking fund redemptions, while an Event of Default is continuing.

(c) The Bond Trustee shall select the particular maturity within each Series of Bonds to be redeemed in accordance with the Indenture in accordance with written instructions from an Authorized Representative of the Carousel Owner.

Moneys to Be Held in Trust; Subaccounts

All moneys required to be deposited with or paid to the Bond Trustee for the account of any Fund or Account under any provision of the Indenture and received by the Bond Trustee shall be held by the Bond Trustee in trust, any uninvested moneys shall be held in an Eligible Account and, except for moneys deposited with or paid to the Bond Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, moneys received by the Bond Trustee shall, while held by the Bond Trustee, constitute part of the Trust Estate and be subject to the lien of the Indenture. The Bond Trustee shall establish separate subaccounts in each Fund and Account with respect to each Series of 2016 Bonds and Additional Bonds.

Rebate Fund

(a) The Indenture created and established with the Bond Trustee a fund to be known as the Rebate Fund which shall be used for the deposit of the Rebate Amount and shall not be subject to the Lien of the Indenture. The Bond Trustee shall establish within the Rebate Fund an Account for each Series of Tax-Exempt Bonds.

(b) With respect to each Series of Tax-Exempt Bonds, the Agency shall determine the Rebate Amount or cause the same to be determined in the manner provided in Section 148(f) of the Code and the Rules and shall provide the Bond Trustee and the Carousel Owner with a written copy of each such determination when made; this covenant shall survive the defeasance of any Tax-Exempt Bonds pursuant to the Indenture. The Agency may hire, at the expense of the Carousel Owner, a rebate calculation service provider (which may use an accounting firm, law firm or other Person and shall be reasonably acceptable to the Carousel Owner) to assist the Agency in discharging its rebate obligations under the Code with respect to any Series of Tax-Exempt Bonds.

(c) The Bond Trustee shall retain records of each of the determinations submitted to it pursuant to the Indenture until a date six (6) years after the retirement of the last Tax-Exempt Bond. The Bond Trustee shall make such records available for review by the Agency and the Carousel Owner upon reasonable notice.

(d) In accordance with the Tax Compliance Agreement relating to a particular Series of Tax-Exempt Bonds, the Carousel Owner shall make payments to the Bond Trustee for deposit in the corresponding Account of the Rebate Fund in such amounts and at such times as are required so that the Bond Trustee will have sufficient amounts in such Account of the Rebate Fund to pay the applicable Rebate Amount with respect to such Series of Tax-Exempt Bonds to the United States when required by the Code.

(e) The Rebate Amount with respect to a Series of Tax-Exempt Bonds shall be paid to the United States by the Bond Trustee on behalf of the Agency at the written direction of the Agency, a copy of which shall be provided to the Carousel Owner. Each payment of an installment of the Rebate Amount shall be paid at the time and in the manner as directed by the Agency. The Agency shall furnish the Bond Trustee with all other information and forms necessary to cause the Rebate Amount with respect to a Series of Tax-Exempt Bonds to be properly and timely paid to the United States in accordance with the Code.

(f) In the event that the amount in an Account of the Rebate Fund shall be insufficient to make the necessary payment to the United States of the Rebate Amount with respect to a Series of Tax-Exempt Bonds when required by the Code and the Carousel Owner has insufficient moneys to make such payment as required in the Indenture, the Bond Trustee, at the written request of the Agency or the Carousel Owner, shall timely transfer to the corresponding Account of the Rebate Fund the necessary amount from the Account of the Project Fund into which proceeds, if any, of such Series of Tax-Exempt Bonds are held.

(g) The duty of the Bond Trustee to make payments to the United States pursuant to the Indenture and the Code shall be expressly limited to funds available in the Account of the Rebate Fund established with respect to such Series of Tax-Exempt Bonds at the times such payments are required to be made (including all investment earnings on funds theretofore deposited by the Bond Trustee in the Rebate Fund) and any other funds actually provided to the Bond Trustee by the Carousel Owner or the Agency for such payments. The Bond Trustee shall not be under any duty to pay any amounts in excess of the amount available in the respective Account of the Rebate Fund or actually provided to it by the Carousel Owner or the Agency. The Agency shall have no obligation to provide any funds to the Bond Trustee for such payments or for deposit in the Rebate Fund.

(h) Any moneys held as a part of the Account of the Rebate Fund shall be invested or reinvested by the Bond Trustee, as directed in writing by the Carousel Owner, in obligations described in clauses (i) and (ii) of the definition of Authorized Investments, subject to the restrictions set forth in the Code. Any investment of funds in the Rebate Fund shall mature or be redeemable by the Bond Trustee at such times as may be necessary to provide funds when, at the time of the investment, the Carousel Owner or the Agency anticipates, as set forth in a written notice to the Bond Trustee, the same will be needed to make payments from the applicable Account of the Rebate Fund. The Bond Trustee may at any time, to the extent required for payments from the Rebate Fund, sell any of such investments, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the applicable Account of the Rebate Fund. Interest and other income received or losses on moneys or securities in the applicable Account of the Rebate Fund shall be credited or charged to the Rebate Fund and shall become a part thereof, to be disbursed as provided for in the Indenture.

(i) In the event that immediately following the calculation required by the Indenture, but prior to any deposit made under the Indenture, the amount on deposit in an Account of the Rebate Fund exceeds the Rebate Amount with respect to the corresponding Series of Tax-Exempt Bonds calculated in accordance with the Indenture, upon written instructions from the Agency or the Carousel Owner, the Bond Trustee shall withdraw the excess from

such Account and credit such excess to the corresponding Account of the Interest Account of the Bond Fund to be credited against the payments next becoming due on such Bonds.

(j) After redemption or retirement of a Series of Tax-Exempt Bonds and after payment of any Rebate Amounts with respect to such Series remaining to be paid or provision made therefor satisfactory to the Bond Trustee, including accrued interest and payment of any applicable fees to the Bond Trustee, any remaining funds in the Rebate Fund shall be withdrawn by the Bond Trustee and remitted to the Carousel Owner.

Investments

(a) The Bond Trustee shall, at the request and written direction of an Authorized Representative of the Carousel Owner or Pyramid Entity designated in the Supplemental Indenture pursuant to which a Series of Bonds were issued (*provided that* upon the occurrence of any Event of Default, the Carousel Owner or its designee may not make such investment directions), invest and reinvest moneys held in any Fund or Account established with respect to such Bonds in Authorized Investments, *provided, however*, in the absence of such written direction of an Authorized Representative of the Carousel Owner or such Pyramid Entity, or after the occurrence of an Event of Default, the Bond Trustee shall invest and reinvest moneys held in any such Funds or Accounts only in investments of the type described in clauses (i) and (ii) under the definition of Authorized Investments.

(b) All Authorized Investments shall mature or be subject to redemption by the Bond Trustee prior to the date or dates that moneys therefrom will be required.

(c) Unless otherwise provided in the Indenture, all interest, income and profits received with respect to Authorized Investments, or upon the sale or disposition thereof shall be retained in the applicable Fund or Account therein.

Valuation

As of each Interest Payment Date, the Bond Trustee shall compute the value of the assets of each Fund or Account established under the Indenture. In computing the assets of any Fund or Account, investments and the accrued interest paid on the purchase thereof shall be deemed a part of such Fund or Account. Investments of money in each such Fund or Account pursuant to the Indenture shall be valued at the purchase price or the current market value thereof, whichever is lower, *provided that* investment agreements shall be valued at the maximum amount that can be withdrawn thereunder.

Principal Reserve Fund

There is created and established a "Principal Reserve Fund" which shall be held by the Bond Trustee. There shall be deposited into the Principal Reserve Fund all Principal Reserve Payments pursuant to Section 4.05(b)(iv) of the Master Indenture and moneys transferred to the Principal Reserve Fund pursuant to the second clause of Sections 4.02(f), 4.03, 4.04, 4.07(b)(iv) and 4.15 of the Master Indenture. Any income or interest earned or gains realized in excess of losses suffered due to the investment of amounts on deposit in the Principal Reserve Fund shall be retained therein.

Amounts in the Principal Reserve Fund shall be transferred to the Interest Account and Principal Account of the Bond Fund to the extent necessary to pay the principal of (whether at maturity or upon redemption) and interest on Bonds on any Interest Payment Date or Principal Payment Date. Moneys held within the Principal Reserve Fund shall be withdrawn by the Bond Trustee and deposited to the Interest Account and the Principal Account in the Bond Fund, respectively, at the times and in the amounts required to comply with the provisions of Section 4.06 of the Master Indenture. Such transfers shall be made prior to any transfers pursuant to Section 4.07 of the Master Indenture.

Repayment to the Carousel Owner

Following payment of a Series of Bonds in full (which shall include payment in full of any amounts due to any Reserve Account Credit Facility Provider and Credit Support Providers for such Series of Bonds), and after payment of Ordinary Expenses and Extraordinary Expenses and other amounts required to be paid under the Indenture and under the SIDA Agreement, all amounts remaining in any Fund or Account with respect to such Series of Bonds shall be paid, first, to the Agency for application to any PILOT Payments then due and payable and then to the Carousel Owner unless otherwise provided in the Supplemental Indenture pursuant to which such Series of Bonds were issued.

Agency's Obligations Not to Create a Pecuniary Liability

Each and every covenant contained in the Indenture, including each and every covenant contained in the Indenture, is predicated upon the condition that the payment of the principal or Purchase Price of, Redemption Price and interest on the Bonds and any other monetary obligations of the Agency under the Indenture shall not create or

constitute a debt of the State of New York or of any political subdivision thereof, including the City of Syracuse, and neither the State of New York nor any political subdivision thereof, including the City of Syracuse shall be liable thereon, and the Bonds shall not be payable out of any funds of the Agency other than those pledged therefor but shall be payable solely from the Trust Estate, and nothing in the Bonds, in any PILOT Agreement, the Indenture or any other Agency Document shall be considered as pledging any other funds or assets of the Agency. The Agency shall not be required under the Indenture, any PILOT Agreement or any other Agency Document to expend any of its funds other than amounts derived from or in connection with and part of the Trust Estate.

Payment of Principal, Purchase Price, Redemption Price and Interest

The Agency covenants that it will promptly pay or cause to be paid the principal of, Purchase Price of, Sinking Fund Installments, Redemption Price, premium (including Make-Whole Premium), if any, and interest on every Bond issued under the Indenture at the place, on the dates and in the manner provided in the Indenture (including in any Supplemental Indenture) and in the Series 2016 Bonds according to the true intent and meaning thereof, subject to the provisions described in the Indenture.

Successor Cash Management Agreement

The Agency covenants to require and diligently enforce a covenant in the Carousel Installment Sale Agreement from the Carousel Owner that, at all times while any Bonds are Outstanding, and whether or not a CMBS Loan, Construction Loan or other indebtedness secured by Existing Carousel Center is in place, the Carousel Owner shall cause to be in effect for the benefit of the PILOT Trustee and Bond Trustee Cash Management Arrangements with respect to Rents and Moneys of Carousel Owner derived from Existing Carousel Center and shall cause amounts under such Cash Management Arrangements to be paid to the PILOT Trustee no less frequently than monthly or, if more frequently, the frequency of distributions under the applicable Cash Management Arrangement to any CMBS Lender or other secured lender.

Enforcement of Duties and Obligations of the Carousel Owner

The Agency covenants that, at the request of the Bond Trustee, it shall take all legally available action to cause the Carousel Owner to fully perform all duties and acts and to fully comply with the covenants of the Carousel Owner required by the Installment Sale Agreement in the manner and at the times provided in the Installment Sale Agreement, *provided that* the Agency shall be furnished with satisfactory security or indemnity for the reimbursement of all expenses and to protect it against all liability in connection with any such action.

Agreement to Provide Information

The Bond Trustee agrees, whenever requested in writing by the Agency, a Credit Support Provider, the Bondholder Representative or the Carousel Owner, to provide such information that is known to the Bond Trustee relating to the applicable Series of Bonds as the Agency, the Credit Support Provider, the Bondholder Representative or the Carousel Owner from time to time may reasonably request, including, but not limited to, such information as may be necessary to enable the Agency or the Carousel Owner to make any reports required by Legal Requirements.

Events of Default

Each of the following events shall be an Event of Default:

(a) Failure to make due and punctual payment of any interest on any Bonds when the same shall become due and payable, or failure to make due and punctual payment of the principal or Redemption Price or Purchase Price of or Sinking Fund Installments on any Bonds when the same shall become due and payable (whether at maturity, by call for redemption or otherwise);

(b) A default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Agency in the Master Indenture or in the Bonds contained and the continuance thereof for a period of thirty (30) days after written notice given to the Agency and the Carousel Owner by the Bond Trustee, *provided, however*, that if such performance requires work to be done, actions to be taken or conditions to be remedied which by their nature cannot be reasonably done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default under the Master Indenture shall be deemed to have occurred or exist if, and so long as, the Carousel Owner shall commence such performance within such thirty (30) day period, and shall diligently and continuously prosecute the same to completion within sixty (60) days after the initial notice and the Carousel Owner shall deliver a report to the Bond Trustee and the Agency at least once every thirty (30) days setting forth the status of its attempt to cure such default;

(c) The occurrence and continuance of an Event of Default under the Carousel Installment Sale Agreement or any other Bond Document;

(d) (i) The Carousel Owner is adjudged insolvent by a court of competent jurisdiction, (ii) a petition in bankruptcy or for the insolvency of the Carousel Owner is filed against the Carousel Owner or a petition is filed against the Carousel Owner seeking involuntary liquidation, reorganization or other relief in respect of the Carousel Owner under bankruptcy or similar laws, (iii) the Carousel Owner is adjudged as bankrupt, or (iv) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Carousel Owner, a receiver, custodian or trustee of the Carousel Owner or of the whole or any part of its property and, in the case of (ii) and (iv), any of the aforesaid petitions, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof, or the Carousel Owner shall authorize or consent to any of the foregoing;

(e) The Carousel Owner shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, or the Carousel Owner shall become unable (assuming compliance by the Bond Trustee with its obligations under the Master Indenture), admit in writing its inability or fail generally to pay its debts as they become due or shall make a general assignment for the benefit of creditors;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Carousel Owner or of the whole or any substantial part of its property;

(g) The Carousel Owner shall incur liability in excess of \$5,000,000 as a result of one or more of the following: (i) the termination of a Plan, (ii) the partial or complete withdrawal of the Carousel Owner or any of its ERISA Affiliates from a Multiemployer Plan, (iii) the reorganization or termination of a Multiemployer Plan, or (iv) any joint and several liability for obligations of Affiliates of the Carousel Owner arising by operation of law, and such liability is not discharged within sixty (60) days after receipt of notice from the Bond Trustee;

(h) If the Initial Bond Insurance Policy is in effect with respect to the Series 2007B Bonds, the Bond Trustee shall have received a written notice from the Initial Bond Insurer of the occurrence and continuation of an Event of Default under the agreement or instrument, if any, pursuant to which Initial Bond Insurance Policy was provided, and requiring the Bond Trustee to declare an Event of Default under the Master Indenture;

(i) If a Credit Support or Substitute Credit Support is in effect with respect to a Series of Bonds, the Bond Trustee shall have received a written notice from the Credit Support Provider or the Substitute Credit Support Provider that provided such Credit Support or such Substitute Credit Support of the occurrence and continuation of an Event of Default under the agreement or instrument, if any, pursuant to which such Credit Support or Substitute Credit Support was provided, and requiring the Bond Trustee to declare an Event of Default under the Master Indenture; and

(j) Subject to Section 6.09, any representation and warranty made by the Carousel Owner in any of the Bond Documents to which it is a party shall have been incorrect in any material respect when made.

Remedies

(a) Upon the occurrence and continuance of any Event of Default under the Master Indenture, upon receipt of adequate indemnification reasonably satisfactory to the Bond Trustee, the Bond Trustee may, but is not required to, and upon the written request of a Majority of Holders shall proceed, forthwith, to protect and enforce its rights and the rights of the Holders under the Act, the Bonds, the Master Indenture, the Carousel Installment Sale Agreement and the other Bond Documents by such suits, actions or proceedings as the Bond Trustee, being advised by counsel, shall deem necessary.

(b) The Bond Trustee may sue for, enforce payment of and receive any amounts due or becoming due from the Agency, the PILOT Trustee or the Carousel Owner for principal, Redemption Price, interest or otherwise under any of the provisions of the Bonds and the Bond Documents, without prejudice to any other right or remedy of the Bond Trustee or of the Owners thereof. The Bond Trustee may demand the transfer by the PILOT Trustee to the Bond Trustee of all amounts held for the benefit of the Bond Trustee in the corresponding accounts within the Debt Service and Reimbursement Fund.

(c) Regardless of the happening of an Event of Default under the Master Indenture, the Bond Trustee, if requested in writing by the Majority of Holders and, except as provided in Section 7.02 of the Master Indenture, upon receipt of indemnification reasonably satisfactory to the Bond Trustee, shall institute and maintain such suits and proceedings as it may be advised by the Majority of Holders shall be necessary (i) to prevent any impairment of the security under the Master Indenture by any acts that may be unlawful or in violation of the Master Indenture, the Approving Resolution or of any resolution authorizing the Bonds, or (ii) to preserve or protect the interests of the Holders, *provided that* such request is in accordance with law and the provisions of the Master Indenture and, in the

sole judgment of the Bond Trustee (which in exercising such judgment, the Bond Trustee may rely upon an opinion of counsel), is not unduly prejudicial to the interests of the Holders which have not made such request.

(d) The Bond Trustee may exercise all of the rights and remedies of a secured party under the UCC. Notice sent by registered or certified mail, postage prepaid, or delivered during business hours, to the Carousel Owner at least seven (7) days before an event under UCC Section 9-504(3) or any successor provision of law shall constitute reasonable notification of such event.

(e) No remedy conferred by the Master Indenture upon or remedy reserved to the Bond Trustee or to the Bondholders is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee or to the Bondholders under the Master Indenture or now or hereafter existing at law or in equity or by statute, *provided that* none of the Bondholders, the Bond Trustee, the Initial Bond Insurer or Credit Support Provider shall accelerate the principal of any Bonds, except as permitted under Section 30 of the PILOT Agreement.

(f) No delay or omission to exercise any right or power accruing upon any default or Event of Default under the Master Indenture shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default under the Master Indenture or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

(g) No waiver of any default or Event of Default under the Master Indenture, whether by the Bond Trustee pursuant to Section 6.07 or by the Initial Bond Insurer, the applicable Bondholders or any applicable Credit Support Provider, shall extend to or shall affect any subsequent or other default or Event of Default under the Master Indenture or shall impair any rights or remedies consequent thereon.

Right of Bondholders to Direct Proceedings

Anything in the Master Indenture to the contrary notwithstanding, a Majority of the Holders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, with indemnity as may be required by the Bond Trustee pursuant to Section 7.02, to direct the method and place of conducting all proceedings to be taken with respect to the Bonds and the Carousel Owner in connection with the enforcement of the terms and conditions of the Master Indenture or for the appointment of a receiver or any other proceedings under the Master Indenture, *provided, however*, that such direction shall not be otherwise than in accordance with the provisions of Legal Requirements and of the Master Indenture.

Application of Moneys

Upon the occurrence and during the continuation of an Event of Default under the Master Indenture, the Bond Trustee shall deposit all moneys held or received by the Bond Trustee, after the payment of all unpaid fees and expenses of the Bond Trustee and of the cost and expenses of the proceedings resulting in the collection of such moneys and the creation of a reserve for anticipated fees, costs and expenses, in the Bond Fund. All moneys so deposited in the Bond Fund shall be applied, subject to the limitations set forth in Section 4.07(a)(ii) of the Master Indenture with respect to monies transferred out of the Debt Service Reserve Fund, upon the occurrence and during the continuation of an Event of Default under the Master Indenture, as follows:

First — To the payment to the Persons entitled thereto of all installments of interest then due on such Bonds (including reimbursement to the Bond Insurer of payments in respect of interest made under the applicable Bond Insurance Policy), in the order of the maturity of the installments of such interest; and if the amount available shall not be sufficient to pay in full any particular installment then due, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

Second — To the payment to the Persons entitled thereto of the unpaid principal or Redemption Price of any of such Bonds (including reimbursement to the Bond Insurer of payments in respect of principal made under the applicable Bond Insurance Policy) which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Master Indenture) in the order of their due dates, with interest on such Bonds at the respective rates specified therein from the respective dates upon which they become due; and if the amount available shall not be sufficient to pay in full all the Bonds due whether at maturity or by call for redemption on any particular date, together with such interest, then first to the payment of such interest ratably, according to the amount of such interest due on such date, and then to the amount of such principal, ratably, according to the amount of such principal due on such date, to the Persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

Third — To the extent permitted by law, to the payment to the Persons entitled thereto of the unpaid interest on overdue installments of interest ratably, according to the amounts of such interest due on such date, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Bond Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which may be an Interest Payment Date) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Bond Trustee shall give such other notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Remedies Vested in Bond Trustee

All rights of action (including the right to file proof of claims) under the Master Indenture to protect the rights of the Holders of the Bonds may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Bond Trustee may be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Limitations on Suits

Except to enforce the rights given under Section 6.08 and except as provided in Section 6.03, no Holder of any Bond shall have any right to institute a suit, action or proceeding in equity or at law for the enforcement of the Master Indenture or for the execution of any trust of the Master Indenture or any other remedy under the Master Indenture, unless (a) a default has occurred of which the Bond Trustee has been notified, (b) such default shall have become an Event of Default under the Master Indenture, (c) the Majority of Holders shall have made written request to the Bond Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted in the Master Indenture or to institute such action, suit or proceeding in its own name, (d) such owners have offered to the Bond Trustee indemnity as provided in Section 7.02, (e) the Bond Trustee for sixty (60) days after such notice shall fail or refuse to exercise the powers granted in the Master Indenture, or to institute such action, suit or proceeding in its own name or in the name of such Holders, (f) no direction inconsistent with such request has been given to the Bond Trustee during such sixty (60) day period by the Majority of such Holders, and (g) notice of such action, suit or proceeding is given to the Bond Trustee, it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the Master Indenture by its, his or their action or to enforce any right under the Master Indenture except in the manner provided for in the Master Indenture, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided for in the Master Indenture and for the equal benefit of the Holders of all Bonds then Outstanding.

Except as otherwise expressly stated in the Master Indenture, the notification, request and offer of indemnity set forth in the preceding paragraph, at the option of the Bond Trustee, shall be conditions precedent to the execution of the powers and trusts in the Master Indenture and to any action or cause of action by the Bondholders for the enforcement of the Master Indenture or for any other remedy under the Master Indenture, except to enforce the obligations of the Bond Trustee arising under Section 7.02 of the Master Indenture.

Waivers of Events of Default

The Bond Trustee may in its discretion waive any Event of Default under the Master Indenture and the consequences of such Event of Default and shall do so upon the request of a Majority of Holders, *provided, however,* that no Event of Default under the Master Indenture shall be waived unless prior to such waiver all arrears of principal and interest and all fees and expenses of the Bond Trustee in connection with such Event of Default under the Master Indenture shall have been paid or provided for. In case of any waiver or rescission described above, or in case any proceedings taken by the Bond Trustee on account of any such Event of Default under the Master Indenture shall have been discontinued or concluded or determined adversely to the Bond Trustee or the Bondholders of such Bonds, then and in every such case the Agency, the Carousel Owner, the Bond Trustee, the Bondholder Representative, the Initial Bond Insurer and such Bondholders shall be restored to their former positions and rights under the Master Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default under the Master Indenture, or impair any right consequent thereon.

Unconditional Right to Receive Principal and Interest

Except as provided in Sections 6.02 and 6.03 and in the Intercreditor Agreement, nothing in the Master Indenture shall affect or impair the right of any Bondholder to enforce, by action at law, payment of the principal of or interest on any Bond at and after the maturity thereof or on the date fixed for redemption as provided in the Master Indenture, or to enforce, by action at law, the obligation of the Agency to pay the principal of and interest on each of the Bonds issued under the Master Indenture to the respective Holders thereof at the time and place, from the source and in the manner in the Master Indenture and in the Bonds expressed.

Payments on Initial Bond Insurance Policy

(a) As long as the Initial Bond Insurance Policy shall be in full force and effect, the Bond Trustee and any Paying Agent agree to comply with the following provisions:

(i) At least one day prior to each Principal Payment Date and Interest Payment Date the Bond Trustee will determine whether there will be sufficient funds in the Bond Fund to pay the principal of or interest on the Series 2007B Bonds on such Principal Payment Date or Interest Payment Date. If the Bond Trustee determines that there will be insufficient funds in the Bond Fund, the Bond Trustee shall so notify the Initial Bond Insurer. Such notice shall specify the amount of the anticipated deficiency and whether such deficiency relates to the principal of or interest on the Series 2007B Bonds, or both;

(ii) The Bond Trustee shall, after giving notice to the Initial Bond Insurer as provided in paragraph (i) above, make available to the Initial Bond Insurer and, at the Initial Bond Insurer's direction, to any bank, trust company or other fiduciary appointed by the Initial Bond Insurer as insurance trustee, or any successor insurance trustee (the "Insurance Trustee"), the registration books maintained by the Bond Trustee and all records relating to the Funds and Accounts maintained under the Master Indenture;

(iii) The Bond Trustee shall provide the Initial Bond Insurer and the Insurance Trustee with a list of registered owners of the Series 2007B Bonds entitled to receive principal or interest payments from the Initial Bond Insurer under the terms of the Initial Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (1) to mail checks or drafts to the registered owners of the Series 2007B Bonds entitled to receive full or partial interest payments from the Initial Bond Insurer and (2) to pay principal upon the surrender of the Series 2007B Bonds to the Insurance Trustee by the registered owners of the Series 2007B Bonds entitled to receive full or partial principal payments from the Initial Bond Insurer;

(iv) The Bond Trustee shall, at the time it provides notice to the Initial Bond Insurer pursuant to paragraph (i) above, notify registered owners of the Series 2007B Bonds entitled to receive the payment of principal or interest thereon from the Initial Bond Insurer (1) as to the fact of such entitlement, (2) that the Initial Bond Insurer will remit to them all or a part of the interest payments next coming due upon proof of the Holder's entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (3) that should they be entitled to receive full payment of principal from the Initial Bond Insurer, they must surrender their Series 2007B Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Series 2007B Bonds to be registered in the name of the Initial Bond Insurer) for payment to the Insurance Trustee, and not the Bond Trustee, and (4) that should they be entitled to receive partial payment of principal from the Initial Bond Insurer, they must surrender their Series 2007B Bonds for payment thereon first to the Bond Trustee, who shall note on such Series 2007B Bonds the portion of the principal paid by the Bond Trustee, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal of the Series 2007B Bonds; and

(v) In the event that the Bond Trustee has notice that any payment of principal of or interest on a Series 2007B Bond that becomes "Due for Payment" and which is made to a Holder by or on behalf of the Agency has been deemed a preferential transfer, and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Bond Trustee shall, at the time the Initial Bond Insurer is notified pursuant to paragraph (i) above, notify all registered owners of the Series 2007B Bonds that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Initial Bond Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Bond Trustee shall furnish to the Initial Bond Insurer its records evidencing the payments of principal of and interest on the Series 2007B Bonds that have been made by the Bond Trustee, and subsequently recovered from such registered owners and the dates on which such payments were made.

(b) The Bond Trustee shall give notice by first class mail to the Holders of the Series 2007B Bonds as provided in Section 11.03 of the Master Indenture with respect to the surrender, cancellation, termination,

amendment or modification in any material respect of the Initial Bond Insurance Policy. Any such notice shall, to the extent applicable, (1) describe such surrender, cancellation, termination, amendment or modification, and the effective date thereof, (2) specify that such surrender, cancellation, termination, amendment or modification will not result in a withdrawal or reduction of the ratings then applicable to the Series 2007B Bonds, and (3) provide the date of effectiveness of any replacement Initial Bond Insurance Policy, if applicable.

Intercreditor Agreement

The Bond Trustee's exercise of rights and remedies under Section 6.02 of the Master Indenture are subject to the terms and provisions of the Intercreditor Agreement.

Termination of Proceedings

In case any proceeding taken by the Bond Trustee on account of any Event of Default under the Master Indenture shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Bond Trustee or the Holders, the Agency, the Carousel Owner, the Bond Trustee, the Bondholder Representative, the applicable Credit Support Provider and the Holders shall be restored to their former positions and rights under the Master Indenture, and all rights, remedies and powers of the Bond Trustee and the Holders shall continue as if no such proceeding had been taken.

Notice of Defaults

Within 15 days after receipt of written notice of an Event of Default, the Bond Trustee shall notify in writing the Agency, the Initial Bond Insurer, the Bondholder Representative, each Holder of Bonds then Outstanding, the applicable Credit Support Provider, if any, and the Carousel Owner of such Event of Default under the Master Indenture.

Appointment and Acceptance of Duties

(a) Manufacturers and Traders Trust Company is appointed as Bond Trustee by the Agency pursuant to the Bond Resolution. The Bond Trustee shall signify its acceptance of the duties and obligations of the Bond Trustee by executing the Indenture. The Bond Trustee, prior to the occurrence of an Event of Default and after curing of all Events of Default which may have occurred, if any, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred (which has not been cured) the Bond Trustee shall exercise such of the rights and powers vested in it by the Indenture and the rights of a secured creditor (to the extent permitted by the Indenture) under the New York Uniform Commercial Code and any other law, and use the same degree of care and skill in their exercise as a prudent man would exercise under the circumstances in the conduct of his own affairs. All provisions of the Indenture shall be construed as extending to and including all the rights, duties and obligations imposed upon the Bond Trustee under the Bond Documents as fully for all intents and purposes as if the Indenture were contained in the Bond Documents.

(b) Manufacturers and Traders Trust Company is appointed as Paying Agent for the Series 2016 Bonds by the Agency pursuant to the Bond Resolution. The Agency may also from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in the Indenture for the appointment of a successor Paying Agent. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Agency, and in the case of all Paying Agents other than the Bond Trustee, to the Bond Trustee, a written acceptance thereof. The offices of the Paying Agents so designated by the Paying Agents are designated as the offices for the payment of the principal of and interest on the Series 2016 Bonds.

(c) The Bond Trustee is designated and, by executing the Indenture, agrees to act as Tender Agent for and in respect to the Series 2016 Bonds. The Agency from time to time may appoint one or more additional Tender Agents and, in the event of the resignation or removal of any Tender Agent, successor Tender Agents by an instrument signed by an Authorized Representative of the Agency and attested by the Secretary or Assistant Secretary of the Agency and delivered to such Tender Agent and the Bond Trustee. Each Tender Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Agency and the Bond Trustee a written acceptance thereof.

Indemnity

The Bond Trustee shall be under no obligation to institute any suit, or to take any remedial action under the Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts created or in the enforcement of any rights and powers under the Indenture, until it shall be indemnified to its satisfaction against any and all reasonable compensation for services, costs and expenses, outlays, and counsel fees and other disbursements, and against all liability not due to its misconduct, negligence or bad faith, *provided, however*, the foregoing shall not permit the Bond Trustee to require any

indemnification as a precondition to (i) making any payment of principal, interest or Redemption Price on any of the Series 2016 Bonds, (ii) making any draws on, or otherwise realizing upon, any Credit Support or Substitute Credit Support, or (iii) effecting any optional redemption, extraordinary mandatory redemption or mandatory tender of the Series 2016 Bonds required pursuant to the Indenture.

Responsibilities of Trustee

(a) The Bond Trustee shall have no responsibility in respect of the validity or sufficiency of the Indenture or the security provided thereunder or the due execution thereof by the Agency, or in respect of title to or the value of the Project Facility, or in respect of the validity of any Bonds authenticated and delivered by the Bond Trustee in accordance with the Indenture or to see to the recording or filing of the Indenture or of any other document or instrument whatsoever except as otherwise provided in the Indenture. The recitals, statements and representations contained in the Indenture and in the Bonds shall be taken and be construed as made by and on the part of the Agency and not by the Bond Trustee, and the Bond Trustee does not assume any responsibility for the correctness of the same, *provided, however*, that the Bond Trustee shall be responsible for its representation contained in its certificate on the Series 2016 Bonds and for its responsibility as to filing, re-filing, recording and re-recording as contained in the Indenture.

(b) The Bond Trustee shall not be liable or responsible because of the failure of the Agency to perform any act required of it by the Indenture or because of the loss of any moneys arising through the insolvency or the act or default or omission of any depositary other than itself in which such moneys shall have been deposited under the Indenture. The Bond Trustee shall not be responsible for the application of any of the proceeds of the Series 2016 Bonds or any other moneys deposited with it and paid out, invested, withdrawn or transferred in accordance with the Indenture or for any loss resulting from any such investment. The Bond Trustee shall not be liable in connection with the performance of its duties under the Indenture except for its own misconduct, negligence or bad faith. The immunities and exemptions from liability of the Bond Trustee shall extend to its directors, officers, employees and agents.

(c) The Bond Trustee shall not be liable or responsible for the failure of the Carousel Owner to effect or maintain insurance as provided in the Installment Sale Agreement or similar instrument to which the Carousel Owner is a party, nor shall it be responsible for any loss by reason of want of or insufficiency in insurance or by reason of the failure of any insurer in which the insurance is carried to pay the full amount of any loss against which it may have insured the Agency, the Bond Trustee or any other Person.

(d) The Bond Trustee shall execute those continuation statements, any additional financing statements and all other instruments required by the Indenture.

(e) The Bond Trustee shall on each December 1 make a report to the Agency and the Carousel Owner of all moneys received and expended during the preceding year by it under the Indenture and of any Event of Default known to it under the PILOT Agreement, the Installment Sale Agreement or the Indenture, and specifying the particulars of any defaults of which the Bond Trustee has knowledge.

(f) The Bond Trustee may execute any of the trusts or powers under the Indenture or perform any duties under the Indenture or under any other agreement to which it is a party, either directly or through agents or attorneys.

(g) No personal recourse may be taken, directly or indirectly, against any incorporator, officer, director, agent or employee of the Bond Trustee with respect to the obligations of the Bond Trustee under the Indenture or any certificate or other writing delivered in connection therewith.

(h) The Bond Trustee's immunities and protection from liability and its right to indemnification in connection with the performance of its duties and functions under the Indenture shall extend to the Bond Trustee's officers, directors, employees and agents, and to any Person appointed as Tender Agent and Paying Agent under the Indenture.

(i) The Bond Trustee's immunities and protection from liability and its right to payment of compensation and indemnification in connection with the performance of its duties and functions under the Indenture shall survive the Bond Trustee's resignation or removal and the final payment of the Series 2016 Bonds.

(j) In the event the Bond Trustee incurs expenses or renders services in any proceedings which result from the occurrence or continuance of an Event of Default under the Indenture, or from the occurrence of any event which, by virtue of the passage of time, would become such Event of Default, the expenses so incurred and compensation for services so rendered are intended to constitute expenses of administration under the United States Bankruptcy Code or equivalent law.

(k) The permissive right of the Bond Trustee to do things enumerated in the Indenture shall not be construed as a duty, and no implied duties are to be read into the Indenture as against the Bond Trustee.

(l) The Bond Trustee shall not be required to give any bond or surety in connection with the execution of the Indenture or the performance of its duties or exercise of its powers under the Indenture.

(m) In the event the Bond Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Holders, each representing less than a majority of the aggregate principal amount of Bonds then Outstanding, the Bond Trustee, in its sole discretion, may determine what action, if any, shall be taken.

(n) Except for information provided by the Bond Trustee concerning the Bond Trustee and the PILOT Trustee, the Bond Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Series 2016 Bonds, and except as otherwise expressly agreed to by the Bond Trustee, the Bond Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) The Bond Trustee shall not be liable for any incidental, indirect, special or consequential damages arising out of the PILOT Agreement, any Installment Sale Agreement or the existence or use of the Project Facility.

Resignation or Removal of Trustee

The Bond Trustee may resign and thereby become discharged from the trusts created under the Master Indenture by giving sixty (60) days' written notice to the Agency, the Carousel Owner, any Credit Support Provider, the Bondholder Representative and the Holders of all Outstanding Bonds before such resignation is to take effect, but such resignation shall not take effect until the appointment of, and the acceptance of such appointment by, a successor Bond Trustee pursuant to Section 7.08 of the Master Indenture.

The Bond Trustee may be removed (i) at any time with or without cause by an instrument or concurrent instruments in writing filed with the Bond Trustee and signed by the Bondholder Representative, or in the event there is no Bondholder Representative, a Majority of Holders of the Bonds then Outstanding or their attorneys-in-fact duly authorized; (ii) if the Bond Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Bond Trustee or of its property shall be appointed, by an instrument in writing executed on behalf of the Agency, or by the petition of any Holder to any court of competent jurisdiction; or (iii) at any time with or without cause by an instrument filed with the Agency and the Bond Trustee by an Authorized Representative of the Carousel Owner. Any such removal shall become effective either upon the appointment of and acceptance of such appointment by a successor Bond Trustee or at the date specified in the instrument of removal. The Bond Trustee shall promptly give notice to the Agency of any filing or petition under Section 7.07 of the Master Indenture other than by the Agency.

The Bond Trustee shall promptly notify any Rating Agencies then rating any Series of Bonds of any such resignation or removal of the Bond Trustee.

Successor Trustee

If at any time the Bond Trustee shall be removed effective prior to appointment of and acceptance by a successor Bond Trustee, be dissolved or otherwise become incapable of acting or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Bond Trustee or of its property or affairs, the position of Bond Trustee shall thereupon become vacant. If the position of Bond Trustee shall become vacant for any of the foregoing reasons or for any other reason or if the Bond Trustee shall resign, the Carousel Owner shall cooperate with the Agency, and the Agency, with the approval of the Carousel Owner, shall appoint a successor Bond Trustee, and the Carousel Owner shall use its best efforts to obtain acceptance of such trust by the successor Bond Trustee within sixty (60) days from such vacancy or notice of resignation. Within twenty (20) days after such appointment and acceptance, the Carousel Owner shall give notice in writing of such appointment and acceptance to all of the Holders.

In the event of any such vacancy or resignation and if a successor Bond Trustee shall not have been appointed within sixty (60) days of such vacancy or notice of resignation, the Bondholder Representative or in the event there is no Bondholder Representative, a Majority of Holders of the Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by such Holders or their attorneys-in-fact thereunto duly authorized or by the Bondholder Representative and filed with the Agency, may appoint a successor Bond Trustee which shall, immediately upon its acceptance of such trusts, and without further act, supersede the predecessor Bond Trustee. If no appointment of a successor Bond Trustee shall be made pursuant to the foregoing provisions within one hundred twenty (120) days of such vacancy or notice of resignation, the Owner of any Bond then Outstanding, the Agency, any retiring Bond Trustee or the Carousel Owner may apply to any court of competent jurisdiction to appoint a

successor Bond Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Bond Trustee.

Any Bond Trustee appointed under the Indenture shall be (a) a national banking association or a bank or trust company duly organized under the laws of any state of the United States, and (b) in each case authorized to exercise corporate trust powers under the laws of the State and to perform all the duties imposed upon it by the Indenture and the Bond Documents. At the time of its appointment, any successor Bond Trustee shall have a capital stock and surplus aggregating not less than \$100,000,000.

Every successor Bond Trustee shall execute, acknowledge and deliver to its predecessor, and also to the Agency, an instrument in writing accepting such appointment, and thereupon such successor Bond Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessor, with like effect as if originally named as such Bond Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Agency, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to the Indenture, execute and deliver an instrument transferring to such successor Bond Trustee all the estate, properties, rights, immunities, powers and trusts of such predecessor; and every predecessor Bond Trustee shall deliver all property and moneys, together with a full accounting thereof, held by it under the Indenture to its successor. Should any instrument in writing from the Agency be required by any successor Bond Trustee for more fully and certainly vesting in such Bond Trustee the estate, properties, rights, immunities, powers and trusts vested or intended to be vested in the predecessor Bond Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Agency at the expense of the Carousel Owner. Any successor Bond Trustee shall promptly notify the Paying Agents of its appointment as Bond Trustee.

Any company into which the Bond Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Bond Trustee may sell or transfer all or substantially all of its corporate trust business, *provided* such company shall be (a) a national banking association or a bank or trust company duly organized under the laws of any state of the United States, and (b) shall be authorized by law to perform all the duties imposed upon it by the Indenture, shall be the successor to such Bond Trustee without the execution or filing of any paper or the performance of any further act. At the time of such merger, conversion, consolidation, sale or transfer, such company shall have capital stock and surplus aggregating not less than \$100,000,000.

Resignation or Removal of Paying Agents; Successors

Any Paying Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least sixty (60) days' prior written notice to the Agency, the Carousel Owner and the Bond Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Bond Trustee and signed by the Agency and the Carousel Owner. Any successor Paying Agent shall be appointed by the Agency, with the approval of the Bond Trustee, and shall (a) be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, (b) have a capital stock and surplus aggregating at least \$100,000,000, and (c) be willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Bond Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Bond Trustee shall act as such Paying Agent.

Resignation or Removal of Tender Agent; Successors

Any Tender Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least sixty (60) days' prior written notice to the Agency, the Carousel Owner and the Bond Trustee. Any Tender Agent may be removed at any time by an instrument filed with such Tender Agent and the Bond Trustee and signed by the Agency and the Carousel Owner. Any successor Tender Agent shall be appointed by the Agency, with the approval of the Bond Trustee, and shall (a) be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, (b) have a capital stock and surplus aggregating at least \$100,000,000, and (c) be willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture.

In the event of the resignation or removal of any Tender Agent, such Tender Agent shall pay over, assign and deliver any moneys held by it as Tender Agent to its successor, or if there be no successor, to the Bond Trustee.

In the event that for any reason there shall be a vacancy in the office of any Tender Agent, the Bond Trustee shall act as such Tender Agent.

Supplemental Indentures Without Bondholders' Consent

The Agency and the Bond Trustee may, from time to time and at any time, enter into Supplemental Indentures without the consent of the Bondholders as follows:

(a) to cure any formal defect, omission or ambiguity in the Master Indenture if such action is not materially adverse to the interests of the Bondholders;

(b) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with the Master Indenture as theretofore in effect;

(c) to add to the covenants and agreements of the Agency in the Master Indenture, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with the Master Indenture as theretofore in effect;

(d) to add to the limitations and restrictions in the Master Indenture other limitations and restrictions to be observed by the Agency which are not contrary to or inconsistent with the Master Indenture as theretofore in effect;

(e) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Master Indenture, of the Trust Estate or to subject to the lien or pledge of the Master Indenture additional revenues, properties or collateral;

(f) with Rating Confirmation, to provide for the issuance, authentication and delivery of one or more Series of Additional Bonds;

(g) to make any change or amendment which in the opinion of Bond Counsel is necessary or recommended to preserve or maintain the exclusion of interest on any Series of Tax-Exempt Bonds from gross income for federal income tax purposes;

(h) with Rating Confirmation, to make any change or amendment necessary to maintain or obtain any rating on any Series of Bonds by any Rating Agency;

(i) with Rating Confirmation, to make any modification or amendments requested by the Depository Institution or requested in connection with a change in or a substitution of the Depository Institution;

(j) with Rating Confirmation to modify or amend provisions relating to the delivery of notices and the procedures for the adjustment and setting of interest rates on a Series of Variable Rate Bonds by the Remarketing Agent for such Bonds so as to conform to such Remarketing Agent's operations relating to variable rate remarketing programs;

(k) with Rating Confirmation (and for so long as the principal amount of the Series 2007B Bonds Outstanding is equal to at least 20% of the aggregate Outstanding principal amount of all Bonds, the consent of the Initial Bond Insurer) to modify, amend or supplement the Master Indenture in any manner, not already provided for in or pursuant to the Supplemental Indenture authorizing the related Series of Bonds, in order to provide for a Credit Support, Liquidity Facility, Reserve Account Credit Facility or Qualified Swap with respect to any Series of Bonds, under the Indenture, so long as the Carousel Owner determines that such Supplemental Indenture does not materially adversely affect the right, security and interest of the Holders of Outstanding Bonds;

(l) with Rating Confirmation to release Property from the Lien of the Master Indenture to the extent permitted under the Carousel Installment Sale Agreement and the PILOT Mortgages, if any, secured by such Property;

(m) with Rating Confirmation to make any other change with respect to any Series of Variable Rate Bonds, provided that (i) notice of the proposed changes has been given (in the manner and within the time periods set forth for notices of redemption), and (ii) one hundred per centum (100%) of all Bonds of each such Series then Outstanding are subject to optional or mandatory tender on or prior to the effective date of the proposed Supplemental Indenture and the Holders of all Bonds of each such Series so tendered shall have been paid the Purchase Price therefor;

(n) with the consent of the Bondholder Representative and Rating Confirmation, to make any change or amendment which is necessary in order to refinance or extend the maturity of any CMBS Loan secured by a mortgage encumbering Carousel Center; and

(o) with Rating Confirmation, to make any other change, modification or amendment which does not: (i) in the opinion of the Bondholder Representative (which opinion may be based upon the advice or opinion of Independent Counsel); and (ii) for so long as the principal amount of the Series 2007B Bonds Outstanding is equal to at least 20% of the aggregate principal amount of all Bonds Outstanding, with the consent of the Initial Bond Insurer, adversely affect in any material respect the Holders of any of the Bonds.

Before the Agency and the Bond Trustee shall enter into any Supplemental Indenture pursuant to Section 8.02 of the Master Indenture, there shall have been filed with the Bond Trustee and the Agency an opinion of Bond Counsel who shall be satisfactory to the Bond Trustee and the Agency stating that such Supplemental Indenture is authorized or permitted by the Master Indenture and complies with its terms, and that upon execution it will be valid and binding upon the Agency in accordance with its terms.

Notwithstanding anything in the Master Indenture to the contrary, the Bond Trustee shall promptly notify the Rating Agencies then rating any Series of Bonds of any Supplemental Indentures made pursuant to this Section.

Supplemental Indentures With Bondholders' Consent

Subject to the terms and provisions contained in Article VIII of the Master Indenture and not otherwise, a Majority of Holders of the Bonds then Outstanding (or, if less than all of the Series of Bonds Outstanding will be affected by such Supplemental Indenture, the Majority of Holders of each Series of Bonds so affected) (and, for so long as the principal amount of the Series 2007B Bonds Outstanding is equal to at least 20% of the aggregate principal amount of all Bonds Outstanding, with the consent of the Initial Bond Insurer) shall have the right from time to time to consent to and approve the execution by the Agency and the Bond Trustee of any Supplemental Indenture deemed necessary or desirable by the Agency for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Master Indenture, provided, however, that there shall in no case be permitted without the written consent of one hundred per centum (100%) of the Holders of the Outstanding Bonds of a Series (i) a change in the terms of redemption or maturity of the principal of or the interest on or of the tender rights of any Outstanding Bonds of such Series, or a reduction in the principal amount, Purchase Price or Redemption Price of any Outstanding Bond of such Series or the rate of interest thereon (except upon a conversion); or (ii) the creation of a lien upon or a pledge of the Trust Estate or any part thereof ranking prior to or on a parity with the lien or pledge created by the Master Indenture, except as provided in the Master Indenture with respect to Additional Bonds; or (iii) a preference or priority of any Bond or Bonds of such Series over any other Bond or Bonds; or (iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such Supplemental Indenture; or (v) a reduction in the amount of any sinking fund installment of Bonds of such Series (except as permitted in the Master Indenture or by any Supplemental Indenture with respect to such series of Additional Bonds) or any extension of the time of payment thereof or (vi) a modification, amendment or deletion with respect to any of the terms set forth in this paragraph; and provided, further, that Rating Confirmation shall be required for any Supplemental Indenture permitted under Section 8.03 of the Master Indenture.

If at any time the Agency and the Bond Trustee shall determine to enter into any Supplemental Indenture for any of the purposes of Section 8.03 of the Master Indenture, the Bond Trustee shall cause notice of the proposed Supplemental Indenture to be mailed to all Bondholders. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the offices of the Bond Trustee for inspection by all Bondholders.

Not longer than one year after the date of the first mailing of such notice, as the case may be, the Agency and the Bond Trustee may enter into a Supplemental Indenture permitted under Section 8.03 of the Master Indenture in substantially the form described in such notice, only if there shall have first been filed with the Bond Trustee (a) the written consents of the Holders of not less than the percentage of Bonds required by Section 8.03 of the Master Indenture, and (b) an opinion of Bond Counsel who is satisfactory to the Bond Trustee and the Agency stating that such Supplemental Indenture is authorized or permitted by the Master Indenture and complies with its terms, that all conditions precedent under the Master Indenture have been satisfied and that upon execution it will be valid and binding upon the Agency in accordance with its terms. Each such consent shall be effective only if accompanied by proof of the holding at the date of such consent of the Bonds with respect to which such consent is given. A certificate or certificates by the Bond Trustee that it has examined such proof and that such proof is sufficient in accordance with the Master Indenture shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the Holder of such Bonds giving such consent and upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing such revocation with the Bond Trustee prior to the execution and delivery of such Supplemental Indenture.

If the Holders of not less than the percentage of Bonds required by Section 8.03 of the Master Indenture shall have consented to and approved the execution thereof as provided in the Master Indenture, no Holder of any Bond shall have any right to object to the execution and delivery of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin and restrain the Agency from executing the same or from taking any action pursuant to the provisions thereof

Notwithstanding anything in the Master Indenture to the contrary, the Bond Trustee shall promptly notify any Rating Agencies then rating any Series of Bonds of any such Supplemental Indentures made pursuant to this Section.

Supplemental Indenture Part of the Indenture

Any Supplemental Indenture authorized and entered into in accordance with the provisions of the Indenture shall thereafter form a part of the Indenture; and all the terms and conditions contained in any such Supplemental Indenture as to any provisions authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes and the respective rights, duties and obligations under the Indenture of the Agency, the Bond Trustee and all Holders of the Bonds then Outstanding shall thereafter be determined, exercised and enforced under the Indenture, as supplemented.

Rights of Carousel Owner

Anything in the Indenture to the contrary notwithstanding, any Supplemental Indenture under the Indenture shall not become effective unless and until the Carousel Owner shall have given its written consent, signed by an Authorized Representative of the Carousel Owner, to such Supplemental Indenture.

Amendments of Bond Documents Not Requiring Consent of Bondholders

The Agency and the Bond Trustee may each, without the consent of or notice to the Bondholders, but with Rating Confirmation and notice to the Initial Bond Insurer and Bondholder Representative, consent to any amendment, change, modification, restatement, extension or renewal of any provision of which it is the beneficiary of any Bond Document other than the Master Indenture (i) which is for the purpose of curing any ambiguity or formal defect or omission; (ii) which amendment, change, modification, restatement, extension or renewal, in the opinion of the Bondholder Representative (who may rely on an opinion of Independent Counsel) is not materially prejudicial to the Holders of the Bonds, and, for so long as the principal amount of the Series 2007B Bonds Outstanding is equal to at least 20% of the aggregate principal amount of all Bonds Outstanding, with the consent of the Initial Bond Insurer; (iii) which is necessary to implement any changes, modifications or amendments to the Indenture pursuant to Section 8.02 of the Master Indenture, provided that if consent of the Bondholder Representative to such change, modification or amendment is required under Section 8.02, then consent of the Bondholder Representative shall be required to such change, modification or amendment to any Bond Document; (iv) with respect to any Bond Document not assigned to the Bond Trustee and with respect to Unassigned PILOT Rights or Unassigned Rights under the Bond Documents, *provided however*, no consent of the Bond Trustee is required with respect to amendments, changes, modifications, extensions or renewals permitted by clause (iv) of the Master Indenture; or (v) which reduces the aggregate amount of Carousel Center PILOTs due during one or more PILOT Years during the PILOT Benefit Term, provided that (A) such reduction arises from a decrease in the components of Accrued Debt Service set forth in clauses (i) and (ii) of the definition thereof as a consequence of (x) a partial defeasance or redemption from excess or replacement bond proceeds of all or part of one or more Series of Bonds, or (y) a refunding, in whole or in part of the Outstanding Bonds; (B) the annual amount of Carousel Center PILOTs payable after each such reduction is at least equal to an amount equal to the product \$4.02 per square foot of GLA as of the PILOT Year commencing January 1, 2006 and 104% per annum for each PILOT Year thereafter, compounded annually (for the avoidance of doubt, Carousel Center PILOTs payable annually shall never be less than the amount determined in accordance with clause (A) in the section entitled "PILOT Payments During the PILOT Benefit Term" in Schedule One of the Approving Legislation); (C) an endorsement to the Title Insurance Policy shall have been delivered to the PILOT Trustee insuring the priority of the PILOT Mortgages following such reduction and any amendment or restatement of the PILOT Notes in connection therewith; (D) an amended Applicable Election Notice setting forth the new Carousel Center PILOTs shall have been delivered by Carousel Owner in accordance with the PILOT Agreement; and (E) a report of an independent certified public accountant verifying that the aggregate of Carousel Center PILOTs set forth in the amended Applicable Election Notice, together with other moneys available for payment of Accrued Debt Service on the Bonds then Outstanding, is sufficient to pay, when due, Accrued Debt Service on the Bonds then Outstanding which report is acceptable to the Bondholder Representative and the Initial Bond Insurer (in their sole discretion).

The Bond Trustee shall have no liability to any Bondowner or any other Person for any action taken by it in good faith pursuant to Section 8.06 of the Master Indenture.

The Bond Trustee shall promptly notify any Rating Agencies then rating any Series of Bonds of any such amendments made pursuant to this Section.

Amendments of Bond Documents Requiring Consent of Bondholders

Except as provided in Section 8.06 of the Master Indenture, the Agency and the Bond Trustee shall not consent to any amendment, change, modification, renewal or extension of any Bond Document (other than the Master Indenture) without mailing and/or publication of notice, Rating Confirmation and the written approval or consent of a Majority of Holders (and, for so long as the principal amount of the Series 2007B Bonds Outstanding is equal to at least 20% of the aggregate principal amount of all Bonds Outstanding, the consent of the Initial Bond Insurer shall also be required) given and procured as in Section 8.03 set forth (or, if less than all of the Series of Bonds Outstanding will be affected by such amendment, the Majority Holders of each Series of Bonds so affected). If at any time the Agency or a party to any Bond Document shall request the Bond Trustee to give any consent to any such proposed amendment, change, modification, renewal or extension, the Bond Trustee shall cause notice of such proposed amendment, change, modification, renewal or extension to be mailed and/or published in the same manner as provided in Section 8.03 of the Master Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change, modification, renewal or extension and shall state that copies of the instrument embodying the same are on file at the principal office of the Bond Trustee for inspection by all Bondholders.

Notwithstanding anything in the Master Indenture to the contrary, the Bond Trustee shall promptly notify any Rating Agencies then rating any Series of Bonds of any such amendments made pursuant to this Section.

Consent of Taxing Authorities

The Agency shall not be obligated to execute any Supplemental Indenture or any amendment, change, modification, restatement, renewal or extension of any Bond Document relating to PILOT Revenue Bonds which modifies the amount, timing or allocation of PILOT Payments to be paid by the Agency to either of the Taxing Authorities, or the maximum permitted PILOT Land Term, PILOT Benefit Term or PILOT Runoff Term or the uses of proceeds of the Series 2016 Bonds set forth in the Approving Legislation unless the consent of the Taxing Authorities shall first have been obtained.

Consent of CMBS Lender and First Mezzanine Lender

If the Intercreditor Agreement with respect to the Bonds or the Expansion Interested Party Agreement shall be in effect, neither the Agency nor the Bond Trustee shall execute any Supplemental Indenture or any amendment, change, modification, reinstatement, extension or renewal of any Bond Document unless either (a) the consent of the CMBS Lender, the First Mezzanine Lender and the Second Mezzanine Lender (to the extent such Mezzanine Lender shall have an interest in a loan secured by a direct or indirect interest in Carousel Owner) shall have first been obtained in accordance with the Intercreditor Agreement or the Expansion Interested Party Agreement, as the case may be, or (b) the Agency and Bond Trustee shall have been furnished with an Opinion of Counsel that the Intercreditor Agreement and the Expansion Interested Party Agreement do not require the consent of the CMBS Lender, the First Mezzanine Lender and the Second Mezzanine Lender thereto.

Defeasance

If the Agency shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all of the Series 2016 Bonds the principal (whether due at maturity or on any Redemption Date or otherwise) thereof, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, and with respect to Bonds that are permitted or required to be tendered by the Holders thereof for Purchase Price to the date on which such Bonds are required to be purchased or redeemed in whole, the amount on deposit is also sufficient to pay and available to pay the Purchase Price of any such Bonds so tendered and provision is made for the cancellation by the Bond Trustee of any such Bonds so tendered immediately upon their purchase, then the pledge under the Indenture of the Trust Estate and all covenants, agreements and other obligations of the Agency to the Bondholders and the Bond Trustee shall thereupon cease, terminate, become void and be discharged and satisfied. In such event, the Bond Trustee shall cancel, terminate and discharge the lien, pledge and security interest of the Indenture and execute and deliver to the Agency all such instruments as may be appropriate to discharge, terminate and satisfy such lien, pledge and security interest and to evidence such discharge, termination and satisfaction, all for the account of the Carousel Owner, and the Bond Trustee and the Paying Agents shall pay over or deliver for application in accordance with the Indenture all moneys or securities, together with a full accounting thereof, held by them pursuant to the Indenture which are not required for the payment of the principal, Redemption Price or Purchase Price of or interest on the Series 2016 Bonds not theretofore surrendered for such payment or redemption.

Bonds for the payment or redemption of which moneys and/or Defeasance Securities shall then be held by the Bond Trustee or Paying Agents, whether at or prior to the maturity or the Redemption Date of such Bonds, and, in the case of any redemption for which notice of such redemption shall have been given as provided in the Indenture or for which provision satisfactory to the Bond Trustee shall have been made for the giving of such notice, shall be deemed to have been paid within the meaning and with the effect expressed in the Indenture. All Outstanding Bonds shall, prior to the maturity or Redemption Date thereof, be deemed to have been paid within the meaning and with the effect expressed in the Indenture if (a) in the case any of said Bonds are to be redeemed on any date prior to their maturity, the Agency, at the direction of Carousel Owner, shall have given to the Bond Trustee in form satisfactory to it irrevocable instructions to mail or publish as provided in the Indenture notice of redemption of such Bonds on said date, (b) there shall have been deposited with the Bond Trustee either moneys in an amount which shall be sufficient, and/or Defeasance Securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Bond Trustee at the same time for such purpose, shall be sufficient, to pay, when due, the principal, Redemption Price or Purchase Price and interest due and to become due on said Bonds on and prior to the Redemption Date or Maturity Date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Agency, at the direction of Carousel Owner, shall have given the Bond Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, a notice to the Holders of such Bonds that the deposit required by (b) above has been made with the Bond Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of and interest on said Bonds. In the case of Bonds then in the Daily Mode, Weekly Mode or Long Term Mode, the interest due thereon shall be deemed paid if moneys and/or Defeasance Securities (the principal of and interest on which when due) shall be deposited with the Bond Trustee or Paying Agents in an amount sufficient to pay (i) in the case of Bonds bearing interest at a Daily Rate or Weekly Rate, interest at the Maximum Interest Rate on such Bonds through the current Interest Period, and such Bonds are to be redeemed or mature during such Interest Period, and (ii) in the case of Bonds bearing interest at the Long Term Rate, interest at the applicable rate on such Bonds, and such Bonds are to be redeemed or mature during such Interest Period. Neither Defeasance Securities nor moneys deposited with the Bond Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Bonds; *provided that* any cash received from such principal or interest payments on such Defeasance Securities deposited with the Bond Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal, Purchase Price or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such Redemption Date or Maturity Date thereof, as the case may be, and interest earned from such reinvestments shall be applied as received by the Bond Trustee, free and clear of any trust, lien or pledge, in accordance with the Indenture.

No provision of the Indenture, including any defeasance of Bonds, shall limit the rights of the Holders of any Bonds under the Indenture, or of any Supplemental Indenture with respect to Additional Bonds, or the Indenture until such Bonds have been paid in full, except that Bonds for which the Purchase Price has been paid shall be canceled.

Notwithstanding anything in the Indenture to the contrary, no defeasance of any Bonds may be made unless the Bond Trustee shall have received Rating Confirmation with respect to the Series of Bonds subject to defeasance. The Bond Trustee is also directed to notify each Rating Agency then rating any Series of Bonds in the event of the defeasance in whole of such Series of Bonds pursuant to the Indenture.

Notwithstanding anything in the Indenture to the contrary, those provisions of the Indenture regarding the functions of the Bond Registrar and Paying Agent with respect to a Series of Bonds shall survive the defeasance of such Series of Bonds.

Provision for Payment of a Portion of the Bonds

If the Agency at the direction of Carousel Owner shall pay or provide for the payment of the entire indebtedness of any portion of the Bonds in one or more of the following ways:

(a) by paying or causing to be paid the principal of (including Redemption Price, if any) and interest on such portion of the Bonds, as and when the same shall become due and payable;

(b) by depositing with the Bond Trustee, in trust, at or before maturity, moneys in an amount determined by a firm of certified public accountants or other professionals, to be sufficient to pay or redeem (when redeemable) such portion of the Bonds (including the payment of premium, if any, and interest payable on such portion of the Bonds to the maturity or redemption date thereof), provided that (i) such moneys, if invested, shall be invested in Defeasance Securities which are not prepayable or callable prior to the date the moneys therefrom are

anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Bonds at or before their maturity date and (ii) such moneys or Defeasance Securities shall be held pursuant to the provisions of an escrow agreement reasonably satisfactory to the Bond Trustee;

(c) by delivering to the Bond Trustee, for cancellation by it, such portion of the Bonds; or

(d) by depositing with the Bond Trustee, in trust, Defeasance Securities which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required in such amount determined by a firm of certified public accountants or other professionals to be, together with the income or increment to accrue thereon without consideration of any reinvestment thereof and uninvested cash, fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all of such portion of the Bonds at or before their maturity date such moneys or Defeasance Securities shall be held pursuant to the provisions of an escrow agreement reasonably satisfactory to the Bond Trustee; and if the Agency shall also pay or cause to be paid all other sums payable by the Agency with respect to such portion of the Bonds, and, if such portion of the Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article III of the Master Indenture and the applicable Supplemental Indenture provided or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, such portion of the Bonds shall cease to be entitled to any lien, benefit or security under the Indenture. The liability of the Agency in respect of such portion of the Bonds shall continue, but the holders thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Defeasance Securities deposited with the Bond Trustee as aforesaid.

If the Agency shall pay or provide for the payment of a Series of Bonds as described in the Master Indenture, the Bond Trustee shall give written notice of such payment or provision for payment to the Credit Support Provider for such Series.

Required Defeasance from Amounts Transferred to Redemption Fund

Moneys transferred to the Redemption Fund pursuant to the Indenture shall, within ninety (90) days after each such transfer, be applied to the creation of accounts for the defeasance of a portion of the Bonds and to the extent required under the Tax Compliance Agreement, any other Series of Bonds in accordance with the Indenture and applied to payment of a portion of Bonds on the earliest date upon which such Series may be redeemed.

Appointment and Duties of Bondholder Representative

(a) **Appointment of a Bondholder Representative.** The Bond Trustee appoints Trimont Real Estate Advisors, LLC., as Bondholder Representative with respect to the Bonds.

(b) **Duties and Liabilities of Bondholder Representative.**

(i) The Bondholder Representative shall perform such duties and only such duties as are specifically set forth in the Master Indenture and in the Carousel Installment Sale Agreement (the "Bondholder Representative Duties"). The Bondholder Representative shall exercise such of the rights and powers vested in it by the Master Indenture and the Carousel Installment Sale Agreement, and use the same degree of care, skill, prudence and diligence with which the Bondholder Representative administers similar duties on similar commercial financings, giving due consideration to customary and usual standards of practice for similar institutional services. Each provision of the Master Indenture and the Carousel Installment Sale Agreement requiring or otherwise providing for action by the Bondholder Representative shall be subject to the Bondholder Representative's professional judgment, exercised in a commercially reasonable manner.

Each of the Holders of the Bonds shall be deemed to irrevocably appoint the Bondholder Representative to act on its behalf and for its benefit as Bondholder Representative and under the other Bond Documents and authorizes the Bondholder Representative to give such consents and take such actions on its behalf and for its benefit and to exercise such powers as are delegated to the Bondholder Representative by the terms of the Master Indenture and thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this article are solely for the benefit of the Bondholder Representative and the Holders, and neither Carousel Owner, the Agency, the Bond Trustee nor any other Person shall have rights as a third party beneficiary of any of such provisions.

The Bondholder Representative will administer on behalf and for the benefit of the Holders of the Bonds, the Master Indenture and monitor the performance of the Carousel Owner and under the Bond Documents and perform the other powers of the Bondholder Representative set forth in the Bond Documents or incidental thereto in accordance with its usual practices in the ordinary course of business.

The Bondholder Representative will furnish to each Holder of the Bonds promptly following receipt thereof by the Bondholder Representative, copies of any proposed modifications of the Bond Documents

presented to the Bondholder Representative for approval and any reports, requests or other documents or information furnished by the Carousel Owner. The Bondholder Representative will give to the Holders of the Bonds, and such Holders will give to the Bondholder Representative prompt telephonic notice (confirmed in writing) of (i) any Event of Default under the Bond Documents of which the Bondholder Representative or the Holders, as the case may be, have actual knowledge and (ii) any other matter of which the Bondholder Representative or the Holders, as the case may be, have actual knowledge and which in the reasonable judgment of the party required to give such notice could have a material adverse effect on its interests or the interests of the Holders of the Series 2016 Bonds.

The Bond Trustee shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) given by the Bondholder Representative on behalf of the Holders of the Bonds.

(ii) No provision of the Master Indenture and the Carousel Installment Sale Agreement shall be construed to relieve the Bondholder Representative from liability for fraud, its own negligent action, its own negligent failure to act, or its own willful misconduct. The immunities and exemptions from liability of the Bondholder Representative shall extend to its directors, officers, employees and agents.

(iii) None of the provisions contained in the Master Indenture and the Carousel Installment Sale Agreement shall require the Bondholder Representative to expend or risk its own funds or otherwise incur personal liability, financial or otherwise, in the performance of any of its duties or set forth in the Carousel Installment Sale Agreement or in the exercise of any of its rights or powers.

(iv) The Bondholder Representative shall not be, and shall not be deemed to be, an agent, representative or fiduciary of Carousel Owner.

(v) No personal recourse may be taken, directly or indirectly, against any officer, director, agent or employee of the Bondholder Representative with respect to the obligations of the Bondholder Representative under this Indenture or any certificate or other writing delivered in connection therewith.

(vi) The Bondholder Representative's immunities and protection from liability and its right to indemnification in connection with the performance of its duties and functions under this Indenture shall extend to the Bondholder Representative's officers, directors, employees and agents.

(vii) The permissive right of the Bondholder Representative to do things enumerated in this Indenture shall not be construed as a duty, and no implied duties are to be read into this Indenture as against the Bondholder Representative.

(c) **Rights of Bondholder Representative.** Subject to the standard of care set forth in Section 12.02:

(i) The Bondholder Representative may rely and shall be protected in acting or refraining from acting upon any Bondholder Representative Duties in reasonable reliance upon a resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, note, bond or other paper or document (including any documentation relating to ownership or beneficial ownership of interests in Bonds) reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) The Bondholder Representative may perform any Bondholder Representative Duties either directly or by or through agents or attorneys, provided, that the Bond Trustee shall only be obligated to consult directly with the Bondholder Representative.

(iii) The Bondholder Representative shall be under no responsibility for the approval by it in good faith of any expert or other skilled person for any of the purposes included in the Bondholder Representative Duties.

(d) **Responsibility For Validity of Indenture.** The Bondholder Representative makes no representations as to the validity or sufficiency of the Indenture or the Liens or security created or by any of the Bond Documents or of the Bonds. The Bondholder Representative shall not be accountable for the use or application by the Bond Trustee or the Carousel Owner of any of the Bonds and/or of the proceeds of such Bonds, or for use or application of any moneys received by the Paying Agent.

(e) **Bondholder Representative May Not Own Bonds.** The Bondholder Representative, in its individual or any other capacity, may not become the owner or pledgee of Bonds.

(f) **Resignation, Removal and Succession of Bondholder Representative.** The Bondholder Representative may resign at any time without cause by giving at least thirty (30) days' prior written notice by mail to the parties hereto, such resignation to be effective upon the acceptance of the duties of the Bondholder Representative by a successor. In the case of the resignation of the Bondholder Representative, a successor

Bondholder Representative, if so directed by a Majority of Holders of the Bonds then Outstanding, shall be appointed by the Bond Trustee at such direction.

The Bondholder Representative may also be removed upon (i) the written direction of not less than 51% in aggregate principal amount of the Holders of the Bonds then Outstanding requesting a vote to replace the Bondholder Representative with a replacement Bondholder Representative selected by such requesting Bondholders (*provided*, that the proposed replacement Bondholder Representative meets the criteria set forth in Section 12.08, and (ii) payment by the requesting Holders to the Bond Trustee of all reasonable fees and expenses to be incurred by the Bond Trustee in connection with administering such vote). The Bond Trustee shall promptly provide written notice to the Bondholders and the Agency of such request in the manner provided for delivery of notices pursuant to the Indenture and soliciting a vote with respect to such proposal. Upon the written direction of Holders of at least 51% of the aggregate principal amount of Bonds then Outstanding, the Bond Trustee shall terminate all of the rights and obligations of the Bondholder Representative under the Indenture, other than rights and obligations accrued prior to such termination (including the right to receive all amounts accrued and owing to it under the Indenture or the Carousel Installment Sale Agreement) and other than indemnification rights (arising out of events occurring prior to such termination) and appoint the successor Bondholder Representative designated by such Holders.

In the event that the Bondholder Representative fails to duly observe or perform in any material respect any of its duties, covenants or obligations under the Indenture, then the Bond Trustee, in consultation with the Agency may, and upon the written direction of a Majority of Holders of the Bonds then Outstanding shall, terminate the Bondholder Representative for cause. In the event (i) (A) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises in an involuntary case under any present or future federal or state bankruptcy, insolvency or similar law for the appointment of a conservator, receiver, liquidator, trustee or similar official in any bankruptcy, insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Bondholder Representative and such decree or order shall have remained in force, undischarged, undismissed or unstayed for a period of 60 days, (B) the Bondholder Representative shall consent to the appointment of a conservator, receiver, liquidator, trustee or similar official in any bankruptcy, insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Bondholder Representative or of or relating to all or substantially all of its property, or (C) the Bondholder Representative shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable bankruptcy, insolvency or reorganization statute, make an assignment for the benefit of its creditors, voluntarily suspend payment of its obligations or take any corporate action in furtherance of the foregoing, or (ii) the Bondholder Representative acknowledges in writing that such party's duties are no longer permissible under Legal Requirements and provides an Opinion of Counsel to such effect, then the Bond Trustee shall terminate the rights of the Bondholder Representative for cause, other than rights and obligations accrued prior to such termination (including the right to receive all amounts accrued and owing to it under the Master Indenture and the Carousel Installment Sale Agreement) and other than indemnification rights (arising out of events occurring prior to such termination). Upon the termination of the Bondholder Representative, a replacement Bondholder Representative satisfying the conditions for such replacement in Section 12.08 shall be selected by the Bond Trustee (acting at the direction of a Majority of Holders of the Bonds then Outstanding).

The Bond Trustee shall give prompt written notice of the resignation or removal, and the appointment of a successor Bondholder Representative to the Agency, the Carousel Owner and the Holders of Bonds in accordance with the notice provisions of the Indenture. The Bond Trustee shall promptly forward notice of such resignation or removal and succession to the Rating Agencies.

(g) **Acceptance by Successor Bondholder Representative.** Any successor Bondholder Representative, however appointed, shall execute and deliver to its predecessor and to the parties hereto and the Agency an instrument accepting such appointment, and thereupon such successor, without further act, shall become vested with all the duties of its predecessor under the Master Indenture and the Carousel Installment Sale Agreement with like effect as if originally named the Bondholder Representative.

(h) **Qualifications of Successor Bondholder Representative.** Any successor Bondholder Representative, however appointed, shall be an independent consulting or management firm, mortgage servicing firm or asset management firm which is rated as a special servicer by a Rating Agency and has a national reputation for skill and experience in passing on questions relating to the financial affairs, management and operations of persons engaged in reasonably comparable endeavors as the Carousel Owner, if there be such an institution willing, able and legally qualified to perform the duties of the Bondholder Representative upon reasonable or customary terms, provided that in no event shall the Bondholder Representative be an Affiliate of the Carousel Owner.

(i) **Additional Information.** In addition to the other information provided pursuant to the Indenture, the Bond Trustee shall provide the following information to the Bondholder Representative:

- (i) Withdrawals in connection with a refunding of the Bonds;
- (ii) Notice of any default known to the Bond Trustee as promptly as possible, but in any event within five (5) Business Days after knowledge thereof;
- (iii) Prior notice of the advance refunding or redemption of any of the Series 2016 Bonds including the principal amount, maturities and CUSIP numbers thereof;
- (iv) Prior written notice of any name change or the resignation or removal of the Bond Trustee, any Paying Agent, the Initial Bond Insurer and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (v) Notice of the commencement of any proceeding known to the Bond Trustee by or against the Agency or the Carousel Owner commenced under the Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”);
- (vi) Notice of the making of any claim known to the Bond Trustee in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2016 Bonds; and
- (vii) All reports, notices and correspondence to be delivered to the Bond Trustee under the terms of the Installment Sale Agreement with respect to Existing Carousel Center.

Provisions Applicable to the Initial Bond Insurer

The provisions of the Indenture relating to the Initial Bond Insurer and the Intercreditor Agreement shall govern notwithstanding anything to the contrary set forth in the Indenture:

- (a) The Initial Bond Insurer shall be deemed to be the sole holder of the Series 2007B Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders are entitled to take pursuant to Articles VI and VIII of the Master Indenture.
- (b) The Initial Bond Insurer shall be deemed to be a third-party beneficiary of the Indenture.
- (c) Rights of the Initial Bond Insurer pursuant to clause (i) above shall be suspended during any period in which the Initial Bond Insurer is in default in its payment obligations under the Initial Bond Insurance Policy (except to the extent of amounts previously paid by the Initial Bond Insurer and due and owing to the Initial Bond Insurer) and shall be of no force or effect in the event the Initial Bond Insurance Policy is no longer in effect or the Initial Bond Insurer asserts that the Initial Bond Insurance Policy is not in effect or the Initial Bond Insurer shall have provided written notice that it waives such rights.
- (d) The rights granted to the Initial Bond Insurer pursuant to clause (i) above are rights granted to the Initial Bond Insurer in consideration of its issuance of the Initial Bond Insurance Policy with respect to the Series 2007B Bonds. Any exercise by the Initial Bond Insurer of such rights is merely an exercise of the Initial Bond Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Holders of the Series 2007B Bonds nor does such action evidence any position of the Initial Bond Insurer, positive or negative, as to whether consent of Holders of the Series 2007B Bonds is required in addition to consent of the Initial Bond Insurer.
- (e) Only (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or any combination thereof, shall be used to effect defeasance of the Series 2007B Bonds unless the Initial Bond Insurer otherwise approves. To accomplish defeasance the Agency shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Initial Bond Insurer (“Accountant”) verifying the sufficiency of the escrow established to pay the Series 2007B Bonds in full on the maturity or redemption date (“Verification”), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Initial Bond Insurer), (iii) a Favorable Opinion of Bond Counsel that refunding and defeasance of the Series 2007B Bonds will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Series 2016A Bonds, (iv) an opinion of Independent Counsel that (a) the escrow deposit will not constitute a voidable preference or transfer under the Bankruptcy Code, as amended, or any other similar state or federal statute in the event the Carousel Owner becomes a debtor within the meaning of the Bankruptcy Code, as amended, or comes within the protection of such similar state or federal statute (“Insolvency Event”), and

(b) in such Insolvency Event, the escrow deposit will not be treated as part of the estate of the Carousel Owner, (v) an opinion of Independent Counsel that the escrow deposit agreement constitutes a valid and enforceable agreement, and (vi) a Favorable Opinion of Bond Counsel to the effect that the Series 2007B Bonds are no longer “Outstanding” under the Indenture. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed to the Agency, the Bond Trustee and the Initial Bond Insurer. In the event a forward purchase agreement will be employed in the refunding of the Series 2007B Bonds, such agreement shall be subject to the approval of the Initial Bond Insurer and shall be accompanied by such opinions of counsel as may be required by the Initial Bond Insurer. The Initial Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. Series 2007B Bonds shall be deemed “Outstanding” under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

(f) Amounts paid by the Initial Bond Insurer under the Initial Bond Insurance Policy shall not be deemed paid for purposes of the Indenture and shall remain Outstanding and continue to be due and owing until paid by the Agency in accordance with the Indenture.

(g) The Indenture shall not be discharged unless all amounts due or to become due to the Initial Bond Insurer have been paid in full or duly provided for.

(h) The Initial Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2007B Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Initial Bond Insurance Policy.

(i) The Initial Bond Insurer shall be entitled to pay principal of or interest on the Series 2007B Bonds that shall become due for payment, but shall be unpaid by reason of nonpayment by the Agency, whether or not the Initial Bond Insurer has received a notice of nonpayment or a claim upon the Initial Bond Insurance Policy.

(j) The notice address of the Initial Bond Insurer is 135 West 50th Street, 20th Floor, New York, New York 10020; email: surveillancesca@scafg.com. In each case in which notice or other communication refers to an Event of Default under this Indenture, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.” Any notice that is required to be given to Bondholders or the Municipal Securities Rulemaking Board pursuant to Rules 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee or, if applicable, the Paying Agent pursuant to the Indenture shall also be provided to the Initial Bond Insurer.

(k) In addition to the other information provided pursuant to the Indenture, the Bond Trustee shall provide the following information to the Initial Bond Insurer:

(i) Withdrawals in connection with a refunding of the Bonds;

(ii) Notice of any default known to the Bond Trustee as promptly as possible, but in any event within five (5) Business Days after knowledge thereof;

(iii) Prior notice of the advance refunding or redemption of any of the Bonds including the principal amount, maturities and CUSIP numbers thereof;

(iv) Prior written notice of any name change or the resignation or removal of the Bond Trustee, any Paying Agent, the Initial Bond Insurer and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(v) Notice of the commencement of any proceeding known to the Bond Trustee by or against the Agency or the Carousel Owner commenced under the Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”);

(vi) Notice of the making of any claim known to the Bond Trustee in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, any Bonds; and

(vii) All reports, notices and correspondence to be delivered to the Bond Trustee under the terms of the Carousel Installment Sale Agreement with respect to Existing Carousel Center.

(l) Notwithstanding any other provision of the Indenture or any Bond Document, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of the Indenture or any Bond Document, the Bond Trustee or, if applicable, and the Paying Agent shall consider the effect on the Holders of the Series 2007B Bonds as if there were no Initial Bond Insurance Policy.

(m) In the event of any Insolvency Proceeding, the Initial Bond Insurer shall have the right, if any, to vote on behalf of all Holders of the Series 2007B Bonds absent a default by the Initial Bond Insurer under the Initial Bond Insurance Policy and subject to the Intercreditor Agreement.

(n) For the avoidance of doubt, the Bond Insurer shall not be deemed to be a Credit Support Provider and shall have only those rights expressly set forth in the Master Indenture or the Carousel Installment Sale Agreement.

APPENDIX G—SUMMARY OF THE CAROUSEL INSTALLMENT SALE AGREEMENT

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the Carousel Installment Sale Agreement to which reference is made for the complete provisions thereof. This summary is only a brief description of certain provisions of the Carousel Installment Sale Agreement, is not complete or definitive and is qualified in its entirety by reference to the full text of the Carousel Installment Sale Agreement.

Transfer of Interest to Agency; Appointment of Agent

Title to or a leasehold interest in all Equipment presently incorporated or installed in or on and which is a part of Carousel Center is vested in the Agency. Title to or a leasehold interest in a portion of the Land, as described in the Carousel Installment Sale Agreement, and all improvements existing thereon comprising Carousel Center have vested in the Agency. Title to or a leasehold interest in all Equipment acquired subsequent to the date of the Carousel Installment Sale Agreement and intended to be incorporated or installed in and to become part of Carousel Center shall vest in the Agency immediately upon incorporation or installation in Carousel Center. Parcels of Land may, with consent to the Initial Bond Insurer not to be unreasonably withheld or delayed, be released from Carousel Center from time to time in connection with construction of a Phase, provided that any such release shall not reduce the amount of Carousel Center PILOTs including the Junkyard Tax.

Governmental Approvals; Reconfiguration of Carousel Center

All governmental approvals and other approvals of parties with a legal or contractual interest in Carousel Center, required for Carousel Owner, Expansion Owner and the Agency to undertake the reconfiguration of Carousel Center in connection with construction of the First Phase, including, without limitation, all approvals, licenses and permits required under applicable Legal Requirements for the reconfiguration of Carousel Center have been granted, *provided, however*, that this condition precedent shall be deemed satisfied in respect of any such approval if the Agency shall have received such assurances as shall be reasonably required by the Agency to determine that (i) as to any such governmental approval not then granted, there shall be a reasonable expectation that such governmental approval will be granted when necessary to enable the reconfiguration of Carousel Center as necessary or desirable in connection with completion of the First Phase and the related Public Improvements, as contemplated and by the Expansion Installment Sale Agreement, and (ii) as to any such other governmental approval not then granted, the Agency shall have received evidence reasonably satisfactory to it that such approval will be granted so as not to, or the absence of such approval will not, prevent, interfere with or unduly delay the Completion of the First Phase and the related Public Improvements or the related reconfiguration of Carousel Center as contemplated in the Installment Sale Agreement and thereby. Subject to the provisions of the Carousel Installment Sale Agreement, the Carousel Owner further covenants that Carousel Center will be reconfigured in accordance with the First Phase Plans (as defined in the SIDA Agreement), as the same may be modified in accordance with the SIDA Agreement, and operated in compliance with all Legal Requirements applicable thereto. The Carousel Owner will obtain all required occupancy permits and licenses from appropriate authorities authorizing the occupancy and use of reconfigured Carousel Center for the purposes contemplated by the Carousel Owner. The Carousel Owner shall cooperate with Expansion Owner to complete construction of the reconfiguration of Carousel Center necessary in connection with the completion of the First Phase.

Covenants

Carousel Owner makes certain representations, warranties and covenants in the Carousel Installment Sale Agreement including among others:

- (a) The Carousel Owner is and shall remain a Single Purpose Entity.
- (b) So long as the Agency has supervision, jurisdiction or control over Carousel Center, Carousel Center is and will continue to be a “project” (as such quoted term is defined in the Act), and the Carousel Owner will not take any action (or omit to take any action), or allow any action to be taken, which action (or omission) would in any way cause Carousel Center not to constitute a “project.”
- (c) The Carousel Owner shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of all Regulatory Bodies applying to or affecting the conduct of work on Carousel Center (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of Carousel Center and as if the Carousel Owner, and not the Agency, were the owner of Carousel Center), and the Carousel Owner will defend and hold the Agency and its officers, members, agents (other than the Carousel Owner), and employees harmless from all fines and penalties due to failure to comply therewith.

(d) The Carousel Owner shall not allow the manufacture, storage, transmission, presence or disposal of any Hazardous Materials on the Land or otherwise at Carousel Center, other than in compliance with all applicable Legal Requirements or as disclosed in any environmental report furnished to the Agency prior to the date of the Carousel Installment Sale Agreement.

(e) The Carousel Owner will not lease the whole or any portion of Carousel Center for an unlawful purpose including any purpose prohibited by the Act.

Additional Affirmative Covenants

If the CMBS Mortgage and any other Collateral Mortgage encumbering Carousel Center shall have been discharged and no other Collateral Mortgage encumbering Carousel Center is in effect, the Carousel Owner covenants and agrees from and after such discharge to observe and perform the following terms, covenants and conditions contained in the Installment Sale Agreement unless waived in writing by the Bondholder Representative. Notwithstanding anything in the Installment Sale Agreement to the contrary, from and after assignment by the Agency of all of its rights and interest under the Installment Sale Agreement (other than the Unassigned Rights) to the Bond Trustee pursuant to the Assignment, the Agency shall have no obligations under or with respect to the Installment Sale Agreement whatsoever. Carousel Owner covenants and agrees as follows:

(a) (i) Carousel Center shall be managed at all times by a Qualified Manager (including the Manager) pursuant to a Management Agreement between Carousel Owner and such Qualified Manager. For purposes of this Agreement, the Manager shall as of the date hereof be deemed to constitute a Qualified Manager. Any such Qualified Manager may be an Affiliate of Carousel Owner, provided that the terms and conditions of such Qualified Manager's engagement are at arm's length, reasonable, competitive and customary in the applicable marketplace and the Bondholder Representative approved such terms, which approval shall not be unreasonably withheld, conditioned or delayed. Carousel Owner shall cause the Qualified Manager of Carousel Center to agree that such Qualified Manager's Management Agreement is subject and subordinate in all respects to the Lien of the PILOT Mortgages on Carousel Center. A Management Agreement may be terminated (1) by Carousel Owner at any time in accordance with the provisions of such Management Agreement so long as a successor Qualified Manager as specified below shall have been appointed and such successor Qualified Manager has (i) entered into a Management Agreement which, if the Qualified Manager is an Affiliate of Carousel Owner, shall satisfy the requirements set forth above, and (ii) has executed and delivered a Qualified Manager's consent and subordination of management agreement between the Qualified Manager and Carousel Owner; and (2) by the Bondholder Representative upon thirty (30) days' prior written notice to Carousel Owner and the Qualified Manager (a) upon the occurrence and continuation of an Event of Default hereunder, or (b) if the Qualified Manager commits any act which would permit termination under the Management Agreement (subject to any applicable notice, grace and cure periods provided in the Management Agreement), or (c) if a change of majority control occurs with respect to the Qualified Manager. Carousel Owner may from time to time appoint a successor Qualified Manager to manage Carousel Center with the prior written consent of the Bondholder Representative, such consent not to be unreasonably withheld, conditioned or delayed, provided that no consent shall be required to appoint an Affiliate of Carousel Owner as a successor Qualified Manager. Carousel Owner shall not amend any existing Management Agreement or enter into a replacement Management Agreement without the consent of the Bondholder Representative. Notwithstanding the foregoing, any successor Qualified Manager selected under the Installment Sale Agreement to manage Carousel Center shall be a Qualified Manager. Carousel Owner further covenants and agrees that any Qualified Manager of Carousel Center shall at all times while any of the Bonds are Outstanding maintain worker's compensation insurance as required by Regulatory Bodies. Notwithstanding anything in this section to the contrary, in the event the CMBS Lender or any Affiliate thereof becomes the owner of the Existing Carousel Center as the result of an Enforcement Action, while the CMBS Lender or any Affiliate thereof remains the owner of the Existing Carousel Center, no Bondholder Representative consent is required under this section.

(ii) Carousel Owner shall give prompt written notice to the Agency, the Bond Trustee, the Bondholder Representative and any Bond Insurer of any litigation or governmental proceedings or investigations pending or threatened (in writing) against Carousel Owner, or Carousel Center which is reasonably likely to have a Material Adverse Effect.

(b) Environmental Remediation.

(i) If any investigation, site monitoring, cleanup, removal, restoration or other remedial work of any kind or nature is required pursuant to an order or directive of any Regulatory Body or under any applicable Environmental Law, because of or in connection with the current or future presence, suspected presence, Release or suspected Release of a Hazardous Substance on, under or from Carousel Center or any portion thereof (collectively, the "Remedial Work"), Carousel Owner shall promptly commence and diligently prosecute to completion all such

Remedial Work, and shall conduct such Remedial Work in accordance with the National Contingency Plan promulgated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., if applicable, and in accordance with other applicable Environmental Laws. In all events, such Remedial Work shall be commenced within such period of time as required under any applicable Environmental Law; provided, however, that Carousel Owner shall not be required to commence such Remedial Work within the above specified time periods (x) if prevented from doing so by any Regulatory Body, (y) if commencing such Remedial Work within such time periods would result in Carousel Owner or such Remedial Work violating any Environmental Law, or (z) if Carousel Owner, at its expense and after prior notice to the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative and any Bond Insurer, is contesting by appropriate legal, administrative or other proceedings conducted in good faith and with due diligence the need to perform Remedial Work, as long as (1) Carousel Owner is permitted by the applicable Environmental Laws to delay performance of the Remedial Work pending such proceedings, (2) neither Carousel Center nor any part thereof or interest therein shall be sold, forfeited or lost if Carousel Owner does not perform the Remedial Work being contested, and Carousel Owner would have the opportunity to do so, in the event of Carousel Owner's failure to prevail in the contest, (3) the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative and any Bond Insurer would not, by virtue of such permitted contest, be exposed to any risk of any civil liability for which Carousel Owner has not furnished additional security as provided in clause (4) below, or to any risk of criminal liability, and neither Carousel Center nor any interest therein would be subject to the imposition of any lien for which Carousel Owner has not furnished additional security as provided in clause (4) below, as a result of the failure to perform such Remedial Work, and (4) Carousel Owner shall have furnished to the Agency, the Bondholder Representative, the Bond Insurer, the PILOT Trustee and the Bond Trustee additional security in respect of the Remedial Work being contested and the loss or damage that is reasonably likely to result from Carousel Owner's failure to prevail in such contest in such amount as may be reasonably requested by the Agency.

(ii) If requested by the Agency, the Bond Trustee, the Bondholder Representative or any Bond Insurer in writing, all Remedial Work under clause (i) above shall be performed by contractors, and under the supervision of a Consulting Engineer, each approved in advance by the Agency, the Bond Trustee, the Bondholder Representative and any Bond Insurer which approval shall not be unreasonably withheld or delayed. Carousel Owner shall pay all costs and expenses reasonably incurred in connection with such Remedial Work. If Carousel Owner does not timely commence and diligently prosecute to completion the Remedial Work, the Agency, the Bondholder Representative or the Bond Trustee may (but shall not be obligated to), upon thirty (30) days' prior written notice to Carousel Owner of its intention to do so, cause such Remedial Work to be performed. Carousel Owner shall pay or reimburse the Agency, the Bondholder Representative or the Bond Trustee on demand for all reasonable expenses (including reasonable attorneys' fees and disbursements) reasonably relating to or incurred by the Agency in connection with monitoring, reviewing or performing any Remedial Work in accordance herewith.

(iii) Carousel Owner shall not commence any Remedial Work under clause (i) above, nor enter into any settlement agreement, consent decree or other compromise relating to any Hazardous Materials or Environmental Laws without providing notice to the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer as provided in Section 3.2(a)(iii). Notwithstanding the foregoing, if the presence or threatened presence of Hazardous Materials on, under, about or emanating from Carousel Center poses an immediate threat to the health, safety or welfare of any Person or the environment, or is of such a nature that an immediate response is necessary or required under applicable Environmental Law, Carousel Owner may complete all necessary Remedial Work. In such events, Carousel Owner shall notify the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative and any Bond Insurer as soon as practicable and, in any event, within three Business Days of any action taken.

(c) **Environmental Matters: Inspection.**

(i) Carousel Owner shall not permit a Hazardous Substance to be present on, under or to emanate from Carousel Center, or migrate from adjoining property controlled by Carousel Owner onto or into Carousel Center, except under conditions permitted by applicable Environmental Laws and, in the event that such Hazardous Materials are present on, under or emanate from Carousel Center, or migrate onto or into Carousel Center, Carousel Owner shall cause the removal or remediation of such Hazardous Materials, in accordance with the Installment Sale Agreement and Environmental Laws (including, where applicable, the National Contingency Plan promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.), either on its own behalf or by causing a tenant or other party primarily at fault to perform such removal and remediation. Carousel Owner shall use commercially reasonable efforts to prevent, and to seek the remediation of, any migration of Hazardous Materials onto or into Carousel Center from any adjoining property.

(ii) Upon reasonable prior written notice, the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative and any Bond Insurer shall have the right, except as otherwise provided under Leases, at all reasonable times during normal business hours to enter upon and inspect all or any portion of Carousel Center, provided that such inspections shall not unreasonably interfere with the operation or the tenants, residents or occupants of Carousel Center. If the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer has reasonable grounds to suspect that Remedial Work may be required, the Agency shall notify Carousel Owner in writing, and, thereafter, Carousel Owner shall select a Consulting Engineer to conduct and prepare reports of such inspections (with copies sent to the Agency). In the event Carousel Owner fails to engage a Consulting Engineer within a reasonable time following receipt of notice of the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer, the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer shall have the right to engage a Consulting Engineer. Carousel Owner shall be given a reasonable opportunity to review any reports, data and other documents or materials reviewed or prepared by the engineer, and to submit comments and suggested revisions or rebuttals to same. The inspection rights granted to the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or the Bond Insurer in this Section 3.2(c) shall be in addition to, and not in limitation of, any other inspection rights granted to the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer in this Agreement, and shall expressly include the right (if the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer reasonably suspects that Remedial Work may be required) to conduct soil borings, establish ground water monitoring wells and conduct other customary environmental tests, assessments and audits, if deemed necessary by Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer in its reasonable discretion to be necessary.

(iii) Carousel Owner agrees to bear and shall pay or reimburse the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer on demand for all sums advanced and reasonable expenses incurred (including reasonable attorneys' fees and disbursements) reasonably relating to, or incurred by the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer in connection with, the inspections and reports described in this Section 3.2(c) (to the extent such inspections and reports relate to the Carousel Center or the First Phase) in the following situations:

(A) If the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer has reasonable grounds to believe, at the time any such inspection is ordered, that there exists an occurrence or condition that could lead to an Environmental Claim;

(B) If any such inspection reveals an occurrence or condition that is reasonably likely to lead to an Environmental Claim; or

(C) If an Event of Default with respect to Carousel Center exists at the time any such inspection is ordered, and such Event of Default relates to any representation, covenant or other obligation pertaining to Hazardous Materials, Environmental Laws or any other environmental matter.

(d) **Reserved.**

(e) **Reserved.**

(f) **Environmental Claims.**

The Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer may join and participate in, as a party if the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or such Bond Insurer so determines, any legal or administrative proceeding or action concerning Carousel Center or any portion thereof under any Environmental Law, if, in such Person's reasonable judgment, the interests of the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer shall not be adequately protected by Carousel Owner and such condition continues after five (5) Business Days' notice to Carousel Owner; provided, however, that the Agency, the PILOT Trustee, any Bond Insurer, the Bondholder Representative and the Bond Trustee shall not participate in day to day decision making with respect to environmental compliance. Carousel Owner shall pay or reimburse the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or any Bond Insurer on demand for all reasonable sums advanced and reasonable expenses incurred (including reasonable attorneys' fees and disbursements) by the Agency, the PILOT Trustee, the Bond Trustee, the Bondholder Representative or the Bond Insurer in connection with any such action or proceeding.

(g) **Environmental Indemnification.**

Carousel Owner shall indemnify, reimburse, defend and hold harmless the Agency, Bondholder Representative, the PILOT Trustee, the Bond Trustee or the Bond Insurer and their parents, subsidiaries, Affiliates, shareholders, directors, officers, employees, representatives, agents, successors, assigns and attorneys (collectively, the "Indemnified Parties") for, from, and against all demands, claims, actions or causes of action, assessments, and all actual losses, damages (but excluding consequential and punitive damages), liabilities, costs and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees, disbursements and expenses, and reasonable consultants' fees, disbursements and expenses, asserted against, resulting to, imposed on or incurred by any Indemnified Party, directly or indirectly, in connection with any of the following (except to the extent same are directly and solely caused by the gross negligence or willful misconduct of any Indemnified Party and except that any Indemnified Party shall not be indemnified against claims resulting from actions taken or events occurring with respect to Carousel Center after the Agency, the PILOT Trustee or the Bond Trustee forecloses its Lien or security interest upon Carousel Center or accepts a deed in lieu of foreclosure or is a so called "mortgagee in possession" (the "Transfer Date") unless and to the extent such indemnification relates to any of the following which occurred while Carousel Owner owned and operated Carousel Center):

(i) any pollution or threat to human health or the environment that is related in any way to Carousel Owner's or any previous owner's or operator's management, use, control, ownership or operation of Carousel Center (including, without limitation, all on site and off site activities involving Hazardous Materials), and whether occurring, existing or arising due to or from materials introduced to Carousel Center prior to or from and after the date of the Installment Sale Agreement (through the Transfer Date only unless and to the extent such indemnification relates to any of the foregoing which occurred while Carousel Owner owned Carousel Center), and whether or not the pollution or threat to human health or the environment is described in the Environmental Reports; or

(ii) any Environmental Claim against any Person whose liability for such Environmental Claim Carousel Owner has or may have assumed or retained either contractually or by operation of law.

The provisions of and undertakings and indemnification set forth in the Installment Sale Agreement shall survive the satisfaction and payment of the PILOT Obligations and termination of the Installment Sale Agreement. The undertaking and indemnification set forth in the Installment Sale Agreement shall be in addition to any undertakings and indemnification provided to the Agency elsewhere in the Installment Sale Agreement and under the SIDA Agreement or Bond Documents.

(h) **General Indemnity.**

(i) Carousel Owner shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties for, from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), administrative and judicial actions and proceedings, obligations, debts, damages, and actual losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and litigation costs, of whatever kind or nature and whether or not incurred in connection with any judicial or administrative proceedings (including, but not limited to, reasonable attorneys' fees and other reasonable costs of defense, but excluding consequential and punitive damages) (the "**Losses**") imposed upon or incurred by or asserted against any Indemnified Parties (except to the extent same are directly and solely caused by the gross negligence or willful misconduct of any Indemnified Party) and directly or indirectly arising out of or in any way relating to any one or more of the following:

(A) ownership of Carousel Center or any interest therein;

(B) any untrue statement of any material fact contained in any information concerning Carousel Owner, Carousel Center or the Bond Documents or the omission to state therein a material fact required to be stated in such information or necessary in order to make the statements in such information or in light of the circumstances under which they were made not misleading;

(C) any and all lawful action that may be taken and is taken by the Agency, the PILOT Trustee or the Bond Trustee in connection with the enforcement of the provisions of the Installment Sale Agreement, the PILOT Notes, the PILOT Mortgages or any of the other Bond Documents and as permitted under the Installment Sale Agreement, whether or not suit is filed in connection with same, or in connection with Carousel

Owner or any Affiliate of Carousel Owner becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding;

(D) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about Carousel Center or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways;

(E) any use, nonuse or condition in, on or about Carousel Center or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways;

(F) failure on the part of Carousel Owner to perform or be in compliance with any of the material terms of the Installment Sale Agreement or any of the other Bond Documents;

(G) performance of any labor or services or the furnishing of any materials or other property in respect of Carousel Center or any part thereof pursuant to provisions of the Installment Sale Agreement;

(H) the failure of Carousel Owner to file timely with the Internal Revenue Service an accurate Form 1099 B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with the Installment Sale Agreement;

(I) any failure of Carousel Center to be in compliance with any Legal Requirement;

(J) the enforcement by any Indemnified Party of the provisions of the Installment Sale Agreement; and

(K) any and all claims and demands whatsoever which may be asserted against the Agency, the PILOT Trustee or the Bond Trustee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease, except for claims and demands which may be asserted by the Agency, the PILOT Trustee or the Bond Trustee against a Lender, Agent or Collateral Agent.

Any amounts payable to an Indemnified Party by reason of the application of the Installment Sale Agreement shall become due and payable ten (10) days after written demand and shall bear interest at the Default Rate (as defined in the PILOT Agreement) from the tenth (10th) day after demand until paid.

(ii) Carousel Owner shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any of the Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of the Installment Sale Agreement, the PILOT Notes, the PILOT Mortgages or any of the other Bond Documents.

(iii) Carousel Owner shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of Losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in the reasonable discretion of the Agency, the PILOT Trustee or the Bond Trustee) that the Indemnified Parties may incur, directly or indirectly, as a result of a default under Carousel Owner's covenants with respect to ERISA and employee benefits plans contained in the Installment Sale Agreement.

(iv) Promptly after receipt by an Indemnified Party under the Installment Sale Agreement of notice of the making of any claim or the commencement of any action, such Indemnified Party shall, if a claim in respect thereof is to be made by such Indemnified Party against Carousel Owner under the Installment Sale Agreement, notify Carousel Owner in writing, but the omission so to notify Carousel Owner will not relieve Carousel Owner from any liability which it may have to any Indemnified Party under the Installment Sale Agreement or otherwise unless and to the extent that Carousel Owner did not otherwise possess knowledge of such claim or action and such failure resulted in the forfeiture by Carousel Owner of substantial rights and defenses. In case any such claim is made or action is brought against any Indemnified Party and such Indemnified Party seeks or intends to seek indemnity from Carousel Owner, Carousel Owner will be entitled to participate in, and, to the extent

that it may wish, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party; and, upon receipt of notice from Carousel Owner to such Indemnified Party of its election so to assume the defense of such claim or action and only upon approval by the Indemnified Party of such counsel (such approval not to be unreasonably withheld or delayed), Carousel Owner will not be liable to such Indemnified Party under the Installment Sale Agreement for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof. Notwithstanding the preceding sentence, an Indemnified Party (only one) will be entitled to employ counsel separate from such counsel for Carousel Owner and from any other party in such action if such Indemnified Party reasonably determines that a conflict of interest exists which makes representation by counsel chosen by Carousel Owner not advisable. In such event, Carousel Owner shall pay the reasonable fees and disbursements of such separate counsel, subject to reimbursement of such costs if the Indemnified Party requiring such separate counsel is found not to be entitled to the indemnity protection of the Installment Sale Agreement. Carousel Owner shall not, without the prior written consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought under the Installment Sale Agreement (whether or not such Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action, suit or proceeding. Each Indemnified Party shall not enter into a settlement of or consent to the entry of any judgment with respect to any action, claim, suit or proceeding as to which an Indemnified Party would be entitled to indemnification under the Installment Sale Agreement without the prior written consent of Carousel Owner.

The provisions of and undertakings and indemnification set forth in the Installment Sale Agreement shall survive the termination of the Installment Sale Agreement. The undertaking and indemnification set forth in the Installment Sale Agreement shall be in addition to any undertakings and indemnification provided to the Agency elsewhere in the Installment Sale Agreement and under the SIDA Agreement or Bond Documents.

(i) **Reserved.**

(j) **Change in Control.** To the extent that any Bonds remain Outstanding, any transfer of any property of Carousel Owner (except as permitted under the Bond Documents or the CMBS Documents) or any transfer of more than 49% of the direct or indirect equity interests in Carousel Owner or a change of control in Carousel Owner shall require the consent of the Initial Bond Insurer (with respect to the Series 2007B Bonds) and the Bondholder Representative (with respect to the Series 2016 Bonds) (each not to be unreasonably withheld, conditioned or delayed).

(k) **Terrorism Coverage.** Notwithstanding anything to the contrary in Exhibit E attached to the Installment Sale Agreement, prior written consent of the Initial Bond Insurer (with respect to the Series 2007B Bonds) and the Bondholder Representative (with respect to the Series 2016 Bonds) (each not to be unreasonably withheld, conditioned or delayed) shall be required for the exclusion of terrorism coverage from any "All Risk" insurance required to be maintained by Carousel Owner under this Agreement and for the amounts, form and substance of earthquake insurance required to be maintained under the Installment Sale Agreement.

(l) **Leases and Rents.** (i) Subject to Section 4.6(d) of the Installment Sale Agreement, all Leases entered into by Carousel Owner shall provide for rental rates substantially comparable to then existing local market rates and terms and conditions commercially reasonable and consistent with then prevailing local market terms and conditions for similar type properties. Carousel Owner shall furnish the Bondholder Representative with (1) detailed term sheets in advance for any Material Leases, or modifications, amendments or renewals thereof and (2) in the case of any other Leases, executed copies of such Leases upon written request. All terms of any Material Lease and any renewals or amendments or modifications thereof shall be subject to the prior written approval of the Bondholder Representative, not to be unreasonably withheld, conditioned or delayed. With respect to approval required by the Bondholder Representative under the Installment Sale Agreement for any Material Lease or any renewal, amendment or modification thereto, the Bondholder Representative shall use good faith efforts to respond within five (5) Business Days after the Bondholder Representative's receipt of Carousel Owner's proposed term sheet, the Material Lease, modification, amendment or renewal. If the Bondholder Representative fails to respond to such request within five (5) Business Days, and Carousel Owner sends a second request for approval of such term sheet, Material Lease, modification, amendment or renewal containing a legend clearly marked in not less than fourteen (14) point bold face type, underlined, in all capital letters "REQUEST DEEMED APPROVED IF NO RESPONSE WITHIN 5 BUSINESS DAYS," the Bondholder Representative's approval shall be deemed given if no objection is made by the Bondholder Representative within five (5) Business Days after receipt thereof. All Leases

executed after the date of the Installment Sale Agreement shall provide that they are subordinate to the PILOT Mortgages, encumbering Carousel Center, and that the lessee agrees to attorn to the Bond Trustee. Carousel Owner:

(A) shall observe and perform all of the material obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to materially impair the value of the Leases as security for the Indebtedness, except as a prudent owner of a similar property to Carousel Center would otherwise do or permit to be done;

(B) shall promptly send copies to the Bondholder Representative of all written notices of default which Carousel Owner shall send or receive thereunder;

(C) shall enforce all of the material terms, covenants and conditions contained in the Leases upon the part of the lessee thereunder to be observed or performed and shall effect a termination or diminution of the obligations of tenants under Leases, only in a manner that a prudent owner of a similar property to Carousel Center would enforce such terms covenants and conditions or effect such termination or diminution in the ordinary course of business;

(D) shall not collect any of the Rents more than one (1) month in advance (other than security deposits);

(E) shall not execute any other assignment of lessor's interest in the Leases or Rents except to the CMBS Lender and any Mortgagee of any Indebtedness secured by a Collateral Mortgage encumbering Carousel Center and permitted to be incurred under the Installment Sale Agreement; and

(F) shall not, except as permitted under the Installment Sale Agreement, convey or transfer or suffer or permit a conveyance or transfer of Carousel Center or of any interest therein so as to effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees thereunder.

(ii) Notwithstanding anything to the contrary contained in the Installment Sale Agreement, Carousel Owner shall not be permitted to relocate any tenant from one location on Carousel Center to another location on Carousel Center without the prior written consent of the Bondholder Representative not to be unreasonably withheld, except that no such consent of the Bondholder Representative will be required if the following conditions are satisfied to the satisfaction of the Bondholder Representative in its reasonable discretion:

(A) Such relocation of tenants does not conflict with or violate the provisions of the Installment Sale Agreement;

(B) no Default or Event of Default under the Installment Sale Agreement shall have occurred and is then continuing;

(C) the Bond Representative shall have received thirty (30) days' prior written notice of Carousel Owner's intention to relocate a tenant together with a certificate of an Authorized Representative of Carousel Owner certifying that Carousel Owner has satisfied each of the conditions set forth in the Installment Sale Agreement containing sufficient details to permit the Bond Representative to confirm compliance with the Installment Sale Agreement; and

(D) all tenants to be relocated within any six (6) month period while the Bonds are Outstanding must not occupy more than 30,000 square feet of gross leasable area of Carousel Center.

(iii) Carousel Owner shall not be permitted to move any tenant from Carousel Center to the First Phase without the prior written consent of the Bondholder Representative, not to be unreasonably withheld, except under the following circumstances, in which case no consent will be required:

(A) The "in place" occupancy of Carousel Center shall be at least ninety five percent (95%) subsequent to the relocation of any tenant from the Carousel Center;

(B) The Adjusted Property Net Cash Flow (as such term is defined in the CMBS Documents) of Carousel Center following the relocation of any tenant shall not in each case be less than the Adjusted Property Net Cash Flow before giving effect to the removal of the tenant proposed to be moved, unless the

Carousel Owner has signed Leases for the space being vacated (or for lesser space *provided that* the economic terms of the Lease for such lesser space are at least as equivalent to the terms of the Lease of the space being vacated) by the related tenant with a comparable tenant or tenants (taking into account the credit quality and regional and national strength of such tenants as retailers) at a market rent for a period of time at least equal to the period for which such vacating tenant had a remaining lease term and occupancy for such tenant is anticipated within one hundred twenty (120) days after the move;

(C) The projected Debt Service Coverage Ratio (as such term is defined in the CMBS Documents) (as determined by Bondholder Representative in its sole and absolute discretion) for the twelve (12) month period following such relocation with respect to Carousel Center after giving effect to the relocation of such tenants shall not be less than the projected Debt Service Coverage Ratio for the twelve (12) month period following such relocation before giving effect to the removal of the tenants proposed to be relocated;

(D) All tenants to be moved in any six (6) month period must not occupy more than 30,000 square feet of gross leasable area in the aggregate; and

(E) Any single tenant proposed to be moved to the First Phase must not occupy more than 15,000 square feet of gross leasable area in Carousel Center.

(iv) Carousel Owner shall furnish the Initial Bond Insurer with detailed term sheets in advance for any Material Leases, or modifications, amendments or renewals thereof and upon request with copies of all Leases.

(m) **Alternative Parking.** Carousel Owner shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it and Carousel Center. In the event that any parking spaces currently situated at Carousel Center as of the date of the Installment Sale Agreement shall be either relocated or made inaccessible, Carousel Owner shall (i) provide or cause to be provided alternative or substitute parking (“Alternative Parking”) that is in compliance with all Legal Requirements, Leases and REAs.

Additional Negative Covenants

If the CMBS Mortgage and any other Collateral Mortgage encumbering Carousel Center shall have been discharged and no other Collateral Mortgage encumbering Carousel Center is in effect, the Carousel Owner covenants and agrees from and after such discharge to observe and perform the terms, covenants and conditions set forth in the Installment Sale Agreement unless waived in writing by the Bondholder Representative. Notwithstanding anything in the Installment Sale Agreement to the contrary, from and after assignment by the Agency of all of its rights and interest under the Installment Sale Agreement (other than the Unassigned Rights) to the Bond Trustee pursuant to the Pledge and Assignment, the Agency shall have no obligations under or with respect to the Installment Sale Agreement whatsoever. Carousel Owner covenants and agrees that it will not do, directly or indirectly, any of the following:

(a) **Liens on Carousel Center.** Incur, create, assume, become or be liable in any manner with respect to, or permit to exist, except as permitted by the PILOT Mortgages, any Lien with respect to Carousel Center, except the Permitted Encumbrances.

(b) **Ownership and Transfer.** Except as expressly permitted by or pursuant to the Carousel Installment Sale Agreement or the other Bond Documents, own any property of any kind other than Carousel Center, or Transfer Carousel Center or any portion thereof. Carousel Owner shall have the right to make Permitted Transfers and transfers contemplated under Permitted Encumbrances.

(c) **Other Borrowings.** Incur, create, assume, become or be liable in any manner with respect to Other Borrowings, except as otherwise permitted pursuant to a Permitted Encumbrance.

(d) **Dissolution; Merger or Consolidation.** Dissolve, terminate, liquidate, merge with or consolidate into another Person.

(e) **Change in Business.** Cease to be a Single-Purpose Entity, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business.

(f) **Debt Cancellation.** Cancel or otherwise forgive or release any material claim or debt owed to Carousel Owner by any Person, except for adequate consideration or in the ordinary course of Carousel Owner’s business.

(g) **Affiliate Transactions.** Enter into, or be a party to, any transaction with an Affiliate of Carousel Owner, except in the ordinary course of business and on terms which are fully disclosed to the Bond Trustee in advance and on terms which are no less favorable to the Carousel Owner or such Affiliate than would be obtained in a comparable arm's length transaction with an unrelated third party (other than the Management Agreement). The foregoing shall not apply to the occupancy by an Affiliate of Carousel Owner of the fifth and sixth floors of Carousel Center.

(h) **Creation of Easements.** Except as expressly permitted by or pursuant to the PILOT Mortgages or the Carousel Installment Sale Agreement, or contemplated by any document constituting a Permitted Encumbrance, create, or permit Carousel Center or any part thereof to become subject to, any easement, license or restrictive covenant, other than a Permitted Encumbrance, provided that the consent of the Bond Trustee shall not be unreasonably withheld or delayed to the extent that any such easement, license or restrictive covenant is reasonably necessary for the continued use, enjoyment, access to or operation of the Carousel Center or would not have a Material Adverse Effect.

(i) **Misapplication of Funds.** Distribute any Rents or Moneys received from Accounts in violation of the provisions of the Cash Management Arrangements or fail to pledge any security deposit to the Bond Trustee, or misappropriate any security deposit or portion thereof.

(j) **Certain Restrictions.** Enter into any agreement that expressly restricts the ability of the Carousel Owner to enter into amendments, modifications or waivers of any of the Bond Documents.

(k) **Assignment of Licenses and Permits.** Assign or transfer any of its interest in any Permits pertaining to Carousel Center, or assign, transfer or remove or permit any other Person to assign, transfer or remove any records pertaining to Carousel Center.

(l) **Place of Organization.** Change its jurisdiction of organization, creation or formation, as applicable.

(m) **Lease.** Enter into, amend or cancel Leases, except as permitted by or pursuant to or would not result in a violation of the Carousel Installment Sale Agreement.

(n) **Management Agreement.** Except in accordance with the Carousel Installment Sale Agreement, (i) terminate or cancel the Management Agreement, (ii) consent to either the reduction of the term of or the assignment of the Management Agreement, (iii) increase or consent to the increase of the amount of any charges under the Management Agreement, or (iv) otherwise modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under, the Management Agreement in any material respect.

(o) **Plans and Welfare Plans.** Knowingly engage in or permit any transaction in connection with which Carousel Owner or any ERISA Affiliate could be subject to either a material civil penalty or tax assessed pursuant to Section 502(i) or 502(1) of ERISA or Section 4975 of the Code, permit any Welfare Plan to provide benefits, including, without limitation, medical benefits (whether or not insured), with respect to any current or former employee of Carousel Owner beyond his or her retirement or other termination of service other than (i) coverage mandated by applicable law, (ii) death or disability benefits that have been fully provided for by paid up insurance or otherwise, or (iii) severance benefits (unless such coverage is provided after notification of and with the reasonable approval of the Bond Trustee), permit the assets of Carousel Owner to become "plan assets," whether by operation of law or under regulations promulgated under ERISA or adopt, amend (except as may be required by applicable law) or increase the amount of any benefit or amount payable under, or permit any ERISA Affiliate to adopt, amend (except as may be required by applicable law) or increase the amount of any benefit or amount payable under, any Plan or Welfare Plan, except for normal increases in the ordinary course of business consistent with past practice that, in the aggregate, do not result in a material increase in benefits expense to Carousel Owner or any ERISA Affiliate.

(p) **Transfer of Ownership Interests.** Permit any Transfer of a direct or indirect ownership interest or voting right in Carousel Owner (other than a Permitted Transfer), except as permitted under the SIDA Agreement.

(q) **Equipment and Inventory.** Except pursuant to the Management Agreement, permit any Equipment owned by Carousel Owner to be removed at any time from Carousel Center unless the removed item is consumed or sold in the usual and customary course of business, removed temporarily for maintenance and repair or, if removed permanently, replaced by an article of equivalent suitability and not materially less value, owned by Carousel Owner free and clear of any Lien (except as otherwise permitted by the Carousel Installment Sale Agreement).

(r) **Management Fees.** Pay Carousel Owner or any Affiliate of Carousel Owner any management fees with respect to Carousel Center except as contemplated by the Management Agreement.

(s) **Prohibited Persons.** With respect to Carousel Owner any of its officers, directors, shareholders, partners, members or Affiliates, if applicable (including, without limitation, the indirect holders of equity interests in Carousel Owner): (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224.

Covenant with Holders of Bonds

All covenants and agreements on the part of the Carousel Owner and the Agency set forth in the Carousel Installment Sale Agreement are declared to be for the benefit of the holders of the Bonds, subject to the limitations set forth in the Carousel Installment Sale Agreement.

Special Covenants of Carousel Owner

(a) **Permitted Indebtedness.** Carousel Owner shall not incur, obtain or consent to any Indebtedness secured in whole or in part by an interest in Carousel Center, which Indebtedness together with the CMBS Loan, the Mezzanine Loan and any other Indebtedness so secured (excluding the principal amount of Bonds then Outstanding) in the aggregate causes the Loan to Value Ratio to exceed ninety-one percent (91%).

(b) **Appraisals at Request of Initial Bond Insurer and Bondholder Representative.** Within ninety (90) days from the date either the Initial Bond Insurer or the Bondholder Representative has mailed a written notice to Carousel Owner requesting the same, Carousel Owner shall provide the Initial Bond Insurer and the Bondholder Representative, at Carousel Owner's expense, with an Appraisal. Each of the Initial Bond Insurer and the Bondholder Representative may rely upon such Appraisal regardless of which party requested same. An Appraisal may be required not more frequently than once every twelve (12) months, except that it may also be required prior to the incurrence of any Indebtedness secured, in whole or in part, by an interest in Carousel Center.

(c) **Reports and Statements.** Carousel Owner shall, promptly upon receipt thereof, provide to each Bond Insurer copies of all reports received from the Bondholder Representative or from or on behalf of the CMBS Lender. No later than the twentieth (20th) day of each month, Carousel Owner shall deliver to the Initial Bond Insurer and the Bondholder Representative: (A) a copy of any statement delivered under any Cash Management Arrangement then in effect; and (B) a statement of the ratio of Total Revenues to scheduled Carousel Center PILOTs for the most recently ended Quarterly Period and the next Quarterly Period. No later than thirty (30) days following the end of each of the months of December, March, June and September (each three month period, a "Quarterly Period"), the Carousel Owner shall prepare and deliver to the Initial Bond Insurer and the Bondholder Representative, if Carousel Center is encumbered by a Collateral Mortgage, a copy of all reports, statements and information furnished to the Lender under such Collateral Mortgage during the Quarterly Period, accompanied by a certificate of an Authorized Representative of the Carousel Owner setting forth debt service on all Indebtedness of Carousel Owner for the most recently ended Quarterly Period and the next Quarterly Period and, if there shall be no Collateral Mortgage encumbering Carousel Center, a statement (each a "Quarterly Statement") in hard copy and on diskette and/or a copy through electronic mail, in form and substance reasonably satisfactory to the Initial Bond Insurer and the Bondholder Representative, setting forth with respect to Carousel Center:

- (i) a cash flow report detailing the Total Revenues on a trailing twelve (12) month basis;
- (ii) a rent roll as of the last day of such quarter identifying each of the Leases by the term, space occupied, rental and other charges required to be paid, security deposit paid, Impositions paid by tenants, common area charges paid by tenants, tenant pass-throughs, rent escalations and any other information reasonably required by the Initial Bond Insurer or the Bondholder Representative;
- (iii) actual vacancy level for Carousel Center (expressing the level as a percentage) for the most recent date available; and
- (iv) debt service on all Indebtedness of Carousel Owner for the most recently ended Quarterly Period and the next Quarterly Period.

(d) **Direction to Collateral Agent Upon Occurrence of Certain Events.** The Carousel Owner hereby authorizes and appoints the Bond Trustee as its agent for purposes of directing the Collateral Agent to pay to the Cash Management Agent all remaining moneys which would otherwise be available to Carousel Owner under the payment priorities set forth in the CMBS Cash Management Arrangements or any successor Cash Management Arrangement then in effect for deposit into the Performance Escrow Account for payment to the PILOT Trustee or

the Carousel Owner as provided in the Cash Management Agreement. Carousel Owner shall direct the Bond Trustee to give such direction upon the occurrence of the following:

(i) the ratio of Total Revenues to scheduled Carousel Center PILOTs for any Quarterly Period is less than 2.5 to 1.0; or

(ii) if based on an Appraisal the ratio of the fair market value of Carousel Center set forth in such Appraisal to the aggregate principal amount of the Bonds then Outstanding is less than one hundred forty percent (140%).

(e) **Operation as Retail Mall.** The Carousel Owner shall, subject to the Intercreditor Agreement, operate, and cause to be operated, Carousel Center as a commercial retail mall until all Bonds and all amounts payable to any Bond Insurer are paid in full.

(f) **Cash Management Arrangements.** The Carousel Owner covenants and agrees that, for so long as the Initial Bonds are outstanding, the Carousel Owner shall maintain the CMBS Cash Management Arrangements which provide, among other things, that the payment of Carousel Center PILOTs and other Impositions shall be senior to all other disbursements, for the benefit of the PILOT Trustee with respect to all Rents and Moneys derived from Carousel Center and shall cause Carousel Center PILOTs under such Cash Management Arrangements to be paid to the PILOT Trustee no less frequently than monthly or, if more frequently, the frequency of distributions under the applicable Cash Management Arrangement to any CMBS Lender or other secured lender. For the avoidance of doubt, the Cash Management Agreement and the CMBS Cash Management Arrangements satisfy the Installment Sale Agreement.

(g) **Intercreditor Agreement.** The Carousel Owner covenants and agrees that it shall maintain in effect at all times, prior to discharge of the Indenture, intercreditor arrangements with any Mortgagee under a Collateral Mortgage encumbering Carousel Center that establish and preserve the priority of Carousel Center PILOTs to any Collateral Mortgage encumbering Carousel Center and effectuate the contractual priority of Carousel Center PILOTs and other Impositions set forth in the Cash Management Arrangements.

(h) **Notice of Litigation or Governmental Proceedings.** The Carousel Owner shall give prompt written notice to the Bond Trustee, the Agency and the Initial Bond Insurer of any litigation or governmental proceedings or investigations pending or threatened (in writing) against the Carousel Owner or Carousel Center which is reasonably likely to have a Material Adverse Effect.

(i) **Environmental Notices.** The Carousel Owner shall promptly provide notice to the Bond Trustee, the Agency and Initial Bond Insurer of:

(i) any Environmental Claim asserted by any Regulatory Body with respect to any Hazardous Substance on, in, under or emanating from Carousel Center, which is reasonably likely to involve remediation cost or liability greater than \$1,000,000;

(ii) any proceeding, investigation or inquiry commenced or threatened in writing by any Regulatory Body, against the Carousel Owner, with respect to the presence, suspected presence, Release or threatened Release of Hazardous Materials from or onto, in or under any property not owned by the Carousel Owner (including, without limitation, proceedings under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, *et seq.*) which might involve remediation cost or liability greater than \$1,000,000;

(iii) all Environmental Claims asserted or threatened against the Carousel Owner, against any other party occupying Carousel Center or any portion thereof which become known to the Carousel Owner or against Carousel Center which might involve remediation cost or liability greater than \$1,000,000;

(iv) the discovery by the Carousel Owner of any occurrence or condition on Carousel Center or on any real property adjoining or in the vicinity of Carousel Center which could involve remediation cost or liability greater than \$1,000,000;

(v) the commencement or completion of any Remedial Work over \$1,000,000; and

(vi) any of the foregoing clauses (i)-(v) that a tenant notifies to Carousel Owner under a Lease with respect to such tenant.

(j) **Copies of Notices.** The Carousel Owner shall transmit to the Bond Trustee and the Initial Bond Insurer copies of any citations, orders, notices or other written communications received from any Person and any notices, reports or other written communications submitted to any Regulatory Body with respect to the matters described in the Carousel Installment Sale Agreement.

(k) **Notice of Default.** The Carousel Owner shall promptly advise the PILOT Trustee, the Bond Trustee and the Initial Bond Insurer in writing of (i) any change in the Carousel Owner's condition, financial or otherwise, that is reasonably likely to have a Material Adverse Effect, or (ii) the occurrence of any Default or Event of Default under any Bond Document, Carousel Owner Document or Collateral Mortgage encumbering Carousel Center. The Carousel Owner shall, immediately upon becoming aware thereof, notify the PILOT Trustee, the Bond Trustee and the Initial Bond Insurer in writing of the occurrence of any material default under any Material Lease, the intention of any tenant under a Material Lease to withhold any Rent or the actual withholding thereof, or any bankruptcy, insolvency or cessation of operations by any tenant under a Material Lease.

(l) **Cooperate in Legal Proceedings.** Except with respect to any claim by the Carousel Owner against the PILOT Trustee, the Bond Trustee, the Bondholder Representative or the Initial Bond Insurer, the Carousel Owner shall reasonably cooperate with the PILOT Trustee, the Bond Trustee, the Bondholder Representative and the Initial Bond Insurer with respect to any proceedings before any Regulatory Body that are reasonably likely to in any way materially affect the rights of the PILOT Trustee, the Bond Trustee, the Bondholder Representative or the Initial Bond Insurer under the Installment Sale Agreement or any rights obtained by the PILOT Trustee, the Bond Trustee, the Bondholder Representative or the Initial Bond Insurer under any of the Bond Documents and, in connection therewith, shall not prohibit the PILOT Trustee, the Bond Trustee, the Bondholder Representative or the Initial Bond Insurer, at their election, from participating in any such proceedings.

(m) **Perform Bond Documents.** The Carousel Owner shall observe, perform and satisfy, for the benefit of the Initial Bond Insurer, the Bond Trustee, the Bondholder Representative and the Holders, all the terms, provisions, covenants and conditions required to be observed, performed or satisfied by it, and shall pay when due all costs, fees and expenses required to be paid by it, under the Bond Documents.

(n) **Information to Holders of Series 2007B Bonds.** If at any time during the two-year period following the later of the date of the original issue of the Series 2007B Bonds and the date of issue with respect to Additional Bonds, if any, constituting Taxable Bonds the Carousel Owner is not subject to the information requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Carousel Owner will furnish to holders of the Series 2007B Bonds and Additional Bonds, if any, constituting Taxable Bonds and prospective purchasers thereof the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act in order to permit compliance with Rule 144A in connection with resales of such Series 2007B Bonds or Additional Bonds, if any, constituting Taxable Bonds.

(o) **Right of Access by Initial Bond Insurer.** The Carousel Owner agrees that the Initial Bond Insurer and its duly authorized agents shall have the right to enter upon and to examine and inspect Carousel Center upon reasonable notice at all reasonable times. In exercising such rights, the Initial Bond Insurer shall use commercially reasonable efforts to minimize any interference with the operations of the Carousel Owner or any sublessee within Carousel Center.

(p) **Notices to the Bondholder Representative.** All notices required to be given to the Initial Bond Insurer in paragraph (h), (i), (j) and (k) of Section 3.7 of the Installment Sale Agreement shall also be given concurrently therewith to the Bondholder Representative.

Rights and Duties of the Bondholder Representative.

The Bondholder Representative will administer on behalf and for the benefit of the Holders of the Bonds the Indenture and the Installment Sale Agreement and monitor the performance of the Carousel Owner under the Installment Sale Agreement and under the Bond Documents and perform such duties and exercise such rights and powers as specified in the Indenture and the Installment Sale Agreement.

Additional Cure Period for Transferee of CMBS Lender

In the event of a discharge of the CMBS Mortgage pursuant to an Enforcement Action, the Agency shall recognize the CMBS Lender or any Qualified Transferee as the Carousel Owner under the Installment Sale Agreement, upon transfer of vendee title to Carousel Center pursuant to such Enforcement Action and compliance with the Installment Sale Agreement.

Agreement to Convey to The Agency and Use and Preservation of Carousel Center

(a) The Carousel Owner will convey, or cause to be conveyed, to the Agency, title to Carousel Center. The Carousel Owner represents and warrants that title to Carousel Center shall be good and marketable and free and clear of all Liens except for Permitted Encumbrances, and will be sufficient for the purposes intended by the Carousel Installment Sale Agreement.

(b) The Carousel Owner shall be entitled to use Carousel Center in any manner not otherwise prohibited by the Carousel Installment Sale Agreement and other Carousel Owner Documents, *provided that* such use causes Carousel Center to qualify or continue to qualify as a “project” under the Act.

(c) The Carousel Owner shall cause the operation of Carousel Center to be conducted at all times in a manner consistent with at least the level of operation of Carousel Center as of the Closing Date, including, without limitation, the following:

(i) to maintain or cause to be maintained the standard of Carousel Center at all times at a level not lower than that maintained by prudent managers of similar facilities or land in the region where Carousel Center is located;

(ii) to operate or cause to be operated Carousel Center in a prudent manner in compliance in all material respects with applicable insurance requirements relating thereto and to maintain or cause to be maintained all licenses and any other agreements necessary for the continued use and operation of Carousel Center;

(iii) to maintain or cause to be maintained sufficient inventory and equipment of types and quantities at Carousel Center to enable the Carousel Owner to operate Carousel Center and to comply in all material respects with all leases affecting Carousel Center;

(iv) to pay, or cause to be paid, all operating costs;

(v) to pay, or cause to be paid, other costs and expenses arising out of ownership, possession, use or operation of Carousel Center; and

(vi) the Agency shall have no obligation and makes no warranties respecting the condition or operation of Carousel Center.

(d) The Carousel Owner may from time to time modify, alter or diminish Carousel Center upon notice to but without obtaining the consent of the Agency, except to the extent such modifications and alterations cause the Carousel Center to fail to constitute a “project” under the Act, *provided that* nothing in the Carousel Installment Sale Agreement shall be construed to amend, reduce or affect any of the Carousel Owner’s obligations under the Carousel Owner Documents.

Payment of Real Property Taxes and Other Charges

The Carousel Owner shall, prior to the date on which any interest or penalties shall commence to accrue thereon, cause to be paid and discharged all PILOT Payments in accordance with the PILOT Agreement, the SIDA Agreement, if applicable, and any other special assessments, water and sewer rents and charges and all license or permit fees, levies, and governmental charges, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which are or may have been, or may hereafter be, charged, assessed, levied, confirmed or imposed upon or against Carousel Center, or any part thereof, by any lawful authority, or which may become a Lien thereon, as if fee title were still vested in the Carousel Owner. The Carousel Owner will cause to be paid, when due, all charges for utilities whether public or private.

The PILOT Agreement and the Applicable Election Notice shall govern the Carousel Owner’s obligations to make Carousel Center PILOTs, *provided, however,* that Carousel Owner shall not be bound by the provisions of any Election Notice delivered under the PILOT Agreement to which Carousel Owner is not a party and which does not cover Carousel Center. In the event of any conflict between the Carousel Installment Sale Agreement and the PILOT Agreement with respect to the subject matter of the PILOT Agreement, the PILOT Agreement shall govern. Carousel Center PILOTs payable under the PILOT Agreement shall constitute a Permitted Encumbrance which shall have priority over the Lien of any mortgage encumbering Carousel Center (other than the PILOT Mortgages encumbering Carousel Center). In connection with the issuance of Additional Bonds, the Carousel Owner shall deliver an amendment to the Applicable Election Notice which provides for an increase in Carousel Center PILOTs to an amount sufficient to pay Accrued Debt Service on such Additional Bonds and the Bonds then Outstanding.

Notwithstanding anything in the Installment Sale Agreement or the PILOT Agreement to the contrary, the Agency shall consent to the collateral assignment by the PILOT Trustee of its interest in the PILOT Mortgages encumbering Carousel Center to the Bond Trustee on the date of delivery of the Series 2016 Bonds, and shall execute such certificate evidencing such consent as the PILOT Trustee reasonably requests.

Restrictions on Encumbrance, Sale and Lease of Property

(a) (i) The terms and conditions of the Installment Sale Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and legal representatives. The transfer of a controlling interest in the stock or other ownership interests in Carousel Owner, the sale by Carousel Owner of all or substantially all of its assets (except to a legal entity of which Robert J. Congel is the

controlling shareholder or member effectuated prior to the assignment of the Installment Sale Agreement pursuant to an Enforcement Action (an “Eligible Affiliate Assignee”) and the amendment or the restructuring of Carousel Owner, other than as a partnership in which Robert J. Congel is a general partner effectuated prior to the assignment of the Installment Sale Agreement pursuant to an Enforcement Action, shall each be deemed to be an assignment of the Installment Sale Agreement for the purposes of the Installment Sale Agreement. Prior to the assignment of the Installment Sale Agreement pursuant to an Enforcement Action, Carousel Owner may assign the Installment Sale Agreement without the prior written consent of the Agency, provided that the assignee or transferee shall have assumed all of the obligations of Carousel Owner under the Installment Sale Agreement, under the PILOT Agreement and under any other Carousel Owner Documents (under which the Carousel Owner has obligations which may be assumed), in each case only to the extent applicable to the Carousel Owner, the Carousel Center PILOTs and Carousel Center. Notwithstanding such assignment and assumption, Carousel Center Company L.P. and any transferee of Carousel Owner’s interest under the Installment Sale Agreement that acquires Carousel Owner’s interest under the Installment Sale Agreement prior to an assignment of the Installment Sale Agreement pursuant to an Enforcement Action shall remain liable under the Installment Sale Agreement. From and after an assignment of the Installment Sale Agreement pursuant to an Enforcement Action, Carousel Owner may assign the Installment Sale Agreement without the prior consent of the Agency, provided that the Installment Sale Agreement is complied with. Notwithstanding anything in this paragraph to the contrary, in connection with the transfer of a controlling interest in Carousel Owner pursuant to the exercise of remedies under the Mezzanine Loan, the Mezzanine Lender or its designee shall not be required to assume the obligations of Carousel Owner, except as otherwise provided by law, provided that the effect of such exercise did not release Carousel Owner from any of its obligations under the Carousel Owner Documents.

(ii) Notwithstanding anything to the contrary in the Installment Sale Agreement, prior to the assignment of the Installment Sale Agreement pursuant to an Enforcement Action, to the extent that any Bonds rated by any Rating Agency remain outstanding, Carousel Owner shall remain a single purpose-entity as per Schedule B. Notwithstanding anything to the contrary in the Installment Sale Agreement, upon and from and after the assignment of the Installment Sale Agreement pursuant to an Enforcement Action, to the extent that any Bonds rated by any Rating Agency remain outstanding, the transferee shall be and remain a single purpose-entity as per Exhibit F annexed hereto.

(iii) The Agency agrees that any Person that acquires the interest of Carousel Owner under the Installment Sale Agreement pursuant to, or at anytime subsequent to the consummation of, an Enforcement Action, shall be recognized as the holder of the rights of Carousel Owner under the Installment Sale Agreement *provided that* upon the consummation of any Enforcement Action and thereafter (i) the transferee pursuant to such Enforcement Action and its successors is a Qualified Transferee, (ii) to the extent such transferee is not also a Qualified Party, the Qualified Transferee shall engage a Qualified Party to be the property manager of the Carousel Center by no later than the date that is ninety (90) days after the date on which the Qualified Transferee shall have acquired vendee title to the Carousel Center and (iii) the Qualified Transferee shall (x) assume the Designated Carousel Obligations, it being agreed that the Qualified Transferee shall have no obligation to assume any other instrument, document, obligation or liability, and (y) cure defaults of Carousel Owner under the Existing Carousel PILOT Documents, in accordance with, and to the extent required under Installment Sale Agreement, and cure all monetary defaults under the Installment Sale Agreement to the extent same constitute Special Carousel Obligations and, notwithstanding anything to the contrary contained in any of the Carousel Documents or in any other instrument or document, the Qualified Transferee shall have no liability for, nor any obligation to cure, any default, breach or other matter under the Carousel Documents arising prior to such transfer other than defaults of Carousel Owner under the Existing Carousel Center PILOT Documents in accordance with, and to the extent required under, the Installment Sale Agreement (it being agreed that the foregoing is not intended to eliminate the requirements that the Special Carousel Obligations be cured) and , nor shall any liability of Carousel Owner or PCO on account thereof constitute a lien or encumbrance on Carousel Center. Nothing in the Installment Sale Agreement shall relieve Carousel Owner or PCO of any liability which it might otherwise have on account of any such default, breach or other matter under the Installment Sale Agreement. Without limiting the rights and benefits granted under any of the Carousel Documents, the Qualified Transferee that is at the time in question the owner of the Carousel Owner’s interest under the Installment Sale Agreement and which has assumed the Designated Carousel Obligations in accordance with the Installment Sale Agreement shall be entitled to all rights and benefits of Carousel Owner under the Installment Sale Agreement, including, without limitation, all rights under the Installment Sale Agreement to obtain fee title to Carousel Center (including, without limitation, under Sections 7.6 and 7.7 thereof) and shall thereafter be the sole Person to whom SIDA shall have the right, under any circumstances, to transfer fee title. SIDA agrees that it shall continue to recognize the rights of Carousel Owner under the Carousel Documents at anytime subsequent to, and notwithstanding the consummation of, any Enforcement Action with respect to any of the Mezzanine Loans, provided that the consummation of such Enforcement Action shall not have affected Carousel Owner’s status as a Single Purpose Entity (as defined in the Master Glossary) and Carousel Owner shall have

delivered a new non-consolidation opinion acceptable to the Rating Agencies and all of the conditions set forth in clauses (i) and (ii) of this paragraph are satisfied.

(b) The Carousel Owner shall not create or suffer to be created or exist upon Carousel Center, any mortgage or other lien, security interest or other similar right or interest, servitude, easement, right-of-way, license, encumbrance, irregularity or defect in title, cloud on title, restriction, reservation or covenant running with the Land, other than Permitted Encumbrances. For the purposes of the Carousel Installment Sale Agreement, Permitted Encumbrances shall include the following:

(i) any Lien in effect on the date of the PILOT Mortgages encumbering Carousel Center and identified in the Carousel Installment Sale Agreement;

(ii) any lien or encumbrance granted to the Mortgagee to secure the Carousel Owner's obligations under the Carousel Installment Sale Agreement or the Collateral Mortgage;

(iii) any lease which is made in the ordinary course of the Carousel Owner's business;

(iv) utility, access and other easements, rights-of-way, restrictions and other minor defects, encumbrances, and irregularities in the title to any property which do not materially impair the use of such property for its intended purpose or materially and adversely affect the value thereof;

(v) any judgment lien against the Carousel Owner so long as (A) the finality of such judgment is being contested in good faith and execution thereon is stayed, or (B) in the absence of such a contest and stay, the Lien and security interest of the Collateral Mortgage will not be materially impaired or subject to material loss or forfeiture;

(vi) any Liens on any property for taxes, assessments, levies, fees, water and sewer rents, and other governmental and similar charges and any Liens of mechanics, materialmen and laborers for work or services performed or materials furnished in connection with such property (A) which are not due and payable or are not delinquent, (B) the amount or validity of which are being contested in good faith and on which execution is stayed, or (C) the existence of which will not materially impair the pledge and security interest of the Collateral Mortgage;

(vii) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any Property, to (A) terminate such right, power, franchise, grant, license or permit, *provided that* the exercise of such right would not materially impair the use of such Property for its intended purpose or materially and adversely affect the value thereof, or (B) purchase, condemn, appropriate or recapture, or designate a purchaser of such Property;

(viii) rights reserved to or vested in any municipality or public authority to control or regulate any Property or to use such Property in any manner, which rights have not been violated and do not materially impair the use of such Property for its intended purposes or materially and adversely affect the value thereof;

(ix) any Lien arising by reason of deposits with, or the giving of any form of security to, any Regulatory Body or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license;

(x) any Lien arising by reason of deposits with, or the giving of any form of security to enable the Carousel Owner to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with worker's compensation, unemployment insurance, old age pensions or other social security, or to share in the privileges or benefits required for institutions participating in such arrangements;

(xi) Liens arising by reason of good faith deposits by the Carousel Owner in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by the Carousel Owner to secure public or statutory obligations, or to secure or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges;

(xii) any Lien arising with respect to the Reciprocal Easement Agreement; and

(xiii) any other Lien approved in writing by the Bond Trustee or any Mortgagee of Carousel Center.

(c) Notwithstanding anything in the Carousel Installment Sale Agreement to the contrary and subject to the Intercreditor Agreement, the CMBS Mortgage and the PILOT Mortgages, the Carousel Owner may, from time to time, in the ordinary course of its business enter into one or more leases for space within Carousel Center and may in the ordinary course of its business sell or otherwise transfer to a proposed occupant of Carousel Center an unimproved pad in Carousel Center, *provided that* unless such occupant of space or purchaser of a pad enters into an

agreement with the Agency substantially in the form of the Carousel Installment Sale Agreement, then such occupant of space or purchaser of a pad shall not be entitled to receive any sales and use tax exemption or mortgage recording tax exemption. In the event payments in lieu of taxes payable with respect to any such pad with respect to which Carousel Owner sells or transfers its beneficial interest are not provided for under a payment-in-lieu of tax agreement satisfactory to the Agency, then such pad shall be subject to payment in lieu of taxes equivalent to real property taxes determined as if the Agency did not have a fee interest in such pad. No such lease or sale shall reduce the amount of Carousel Center PILOTs or diminish or modify the obligations of the Carousel Owner under the PILOT Agreement or the Carousel Installment Sale Agreement.

Agreement to Provide Information

The Carousel Owner agrees, whenever requested by the Agency, to provide and certify, or cause to be certified, such information concerning the Carousel Owner, its finances, and such other information relating to Carousel Center of Carousel Center as necessary to enable the Agency to make any reports required by Legal Requirements, *provided, however*, that nothing contained in the Carousel Installment Sale Agreement shall be construed to require the Carousel Owner to provide any information (a) which the Carousel Owner reasonably believes is proprietary or the disclosure of which would adversely affect the Carousel Owner; and (b) which would be required to be disclosed by the Agency pursuant to applicable law. In the event of a dispute between the parties as to whether a particular piece of information is required to be provided pursuant to the Carousel Installment Sale Agreement, the dispute shall be submitted to arbitration by a panel of three (3) arbitrators, none of whom shall be related to the Agency or the Carousel Owner. Each party shall choose one arbitrator and those two will, in turn, choose the third.

Books of Record and Account; Financial Statements

The Carousel Owner agrees to maintain proper accounts, records, and books, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all business and affairs of the Carousel Owner.

Covenants Relating to Tax Status of Tax-Exempt Bonds

(a) Each of the Carousel Owner and the Agency covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any Bonds that are Tax-Exempt Bonds under Section 103 of the Code, as applicable. The Carousel Owner agrees that it will not make or authorize any change to its Partnership Agreement or assent to any such change proposed by others unless the Carousel Owner shall have first furnished to the Bond Trustee a Favorable Opinion of Bond Counsel to the effect that the proposed change will not adversely affect the exclusion from gross income of interest on the Bonds that are Tax-Exempt Bonds. The Carousel Owner will not, directly or indirectly, use or permit the use (including the making of any investment) of any proceeds of the Bonds that are Tax-Exempt Bonds, or take or omit to take any action, that would cause the Bonds that are Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. To that end, the Carousel Owner will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds that are Tax-Exempt Bonds and will comply with the Tax Compliance Agreement. In the event that at any time the Carousel Owner is of the opinion that for purposes of the Installment Sale Agreement it is necessary to restrict or limit the yield on the investment of any moneys held by the Bond Trustee under the Indenture or otherwise, the Carousel Owner shall so instruct the Bond Trustee in writing, and shall cause the Bond Trustee to take such action as may be necessary in accordance with such instructions. The Bond Trustee shall be entitled to rely upon such instructions.

(b) The Carousel Owner agrees that it will not take any affirmative action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on any Bonds that are Tax-Exempt Bonds for federal income tax purposes (as applicable), and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon advice of counsel and, in all cases, at the sole expense of the Carousel Owner as may rescind or otherwise negate such action or omission.

The Carousel Owner agrees to pay all of the fees and expenses of Bond Counsel, a certified public accountant, a rebate calculation service provider and any other necessary consultant employed by the Carousel Owner, the Bond Trustee or the Agency in connection with any of the requirements imposed by the Installment Sale Agreement, Section 4.12 of the Master Indenture or the Tax Compliance Agreement.

(c) Notwithstanding any provisions of the Installment Sale Agreement, if the Carousel Owner shall provide to the Agency and the Bond Trustee a Favorable Opinion of Bond Counsel to the effect that any action required under the Installment Sale Agreement is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds that are Tax-Exempt Bonds

pursuant to Section 103 of the Code, the Agency, the Carousel Owner and the Bond Trustee may rely conclusively on such opinion in complying with the provisions of the Installment Sale Agreement, and the covenants under the Installment Sale Agreement shall be deemed to be modified to that extent.

Additional Indebtedness

Notwithstanding anything contained in the Carousel Installment Sale Agreement to the contrary, Carousel Owner shall be entitled to incur additional Indebtedness which Indebtedness (i) is incurred in connection with trade debt in ordinary course and not secured by Carousel Center, (ii) constitutes the issuance of Additional Bonds as contemplated by the Master Indenture and Partial Assignment and Assumption Agreement, (iii) is incurred to refinance the CMBS Mortgage or any Collateral Mortgage encumbering Carousel Center, or (iv) is not otherwise prohibited by the loan agreement held by any then mortgagee of Carousel Center, provided, however, that notwithstanding anything in the Carousel Installment Sale Agreement to the contrary, no Indebtedness secured in whole or in part by Carousel Center shall be incurred except as permitted under the Carousel Installment Sale Agreement.

Damage, Destruction Taking of Carousel Expansion or Public Improvements.

(a) In the event of damage, destruction or taking by Condemnation of all or any portion of the Carousel Expansion or Public Improvements (an “occurrence”) financed in whole or in part by Tax-Exempt Bonds (the “Bond-financed Improvements”), the Carousel Owner shall promptly notify the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative and the Agency of such occurrence. In connection with such occurrence, the Carousel Owner shall promptly undertake or cause to be undertaken such actions as are required under the Code to maintain the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. Prior to undertaking any such actions, Carousel Owner shall deliver to the Bond Trustee, the Initial Bond Insurer, the Bondholder Representative and the Agency a Favorable Opinion of Bond Counsel with respect to the proposed actions. The Carousel Owner shall cause the agreements between the Carousel Owner and a Pyramid Entity, which has an interest in the Bond-financed Improvements, to provide that such Pyramid Entity shall give the Carousel Owner prompt notice of an occurrence and cooperate with the Carousel Owner in undertaking such actions.

(b) Notwithstanding anything to the contrary in the Installment Sale Agreement, if in connection with damage, destruction or taking by Condemnation of all or any portion of the Expansion Project Facility Expansion Owner transfers moneys pursuant to the Refunding Agreement and as provided in the Expansion Installment Sale Agreement, then the Carousel Owner shall immediately pay such moneys to the Bond Trustee for deposit in the Redemption Fund and application to defease or redeem the Bonds.

Insurance Required

(a) Subject to the further provisions of the Carousel Installment Sale Agreement, Carousel Owner covenants that following completion of Carousel Center (or at such earlier time as may be specified in the Carousel Installment Sale Agreement), it shall provide or cause to be provided and maintain continuously, or cause to be maintained continuously during the term of the Carousel Installment Sale Agreement, the types and amounts of insurance in accordance with the following:

At all times during the Sale Term, Carousel Owner shall maintain or cause to be maintained the following insurance policies with an insurance company licensed in the State that has an A.M. Best rating of not less than A-X and is acceptable to S&P: (i) at all times during construction at or on Carousel Center, “All Risk” (excluding terrorism coverage if unavailable at commercially reasonable rates as determined by Carousel Owner) builder’s risk insurance, including collapse coverage and coverage for material in storage and while in transit, for one hundred percent (100%) of the insurable replacement value of the improvements on a replacement cost basis on all materials, equipment and supplies which are to become a permanent part of the improvements, while awaiting erection and until completion; (ii) worker’s compensation insurance including employer’s liability to provide statutory benefits as required by applicable Legal Requirements; (iii) commercial general liability insurance for hazard of operation, independent contractors, products and completed operations, such liability insurance to include broad form property damage and afford coverage for explosion, collapse and underground hazards and personal injury liability insurance, and contractual liability coverage for Carousel Owner’s indemnification obligations under the Carousel Installment Sale Agreement and under the Partial Assignment and Assumption Agreement, all with limits of not less than Five Million Dollars (\$5,000,000) per occurrence on an “occurrence” basis and Ten Million Dollars (\$10,000,000) in the aggregate; (iv) comprehensive automobile liability covering owned, non-owned and hired vehicles with limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage; and (v) business interruption insurance in an amount equal to one hundred percent (100%) of the projected gross income from Carousel Center for a period of eighteen (18) months. Each such policy shall provide that the same may not be cancelled or amended by any party for any reason whatsoever, without giving the Agency and Bond Insurer at least ten (10) days’ prior written notice of any proposed cancellation or amendment, and each such liability policy shall

include the Agency as a named insured and Bond Trustee and Bond Insurer as additional insureds. Carousel Owner shall deliver to the Agency any policies (or certificates thereof) with respect to insurance required under the Carousel Installment Sale Agreement prior to the commencement of construction or related work on Carousel Center, and shall deliver renewal policies (or certificates thereof) at least thirty (30) days before the expiration date of any policy required to be maintained under the Carousel Installment Sale Agreement.

Damage, Destruction, Condemnation — No Abatement of Payments

(a) For purposes of the Carousel Installment Sale Agreement, the term “*Collateral Mortgage*” shall mean CMBS Mortgage and any other Collateral Mortgage encumbering Carousel Center. If the Collateral Mortgage shall be in effect or the Mortgagee thereon shall have any interest in Carousel Center arising under or related to the Collateral Mortgage, whether by foreclosure or otherwise and Carousel Center shall be damaged or destroyed, in whole or in part, then insurance proceeds shall be paid and applied in accordance with the terms of the Collateral Mortgage except as otherwise provided in the Intercreditor Agreement with regards to the Bonds. If the Collateral Mortgage shall not be in effect and no Mortgagee shall have interest in Carousel Center and Carousel Center shall be damaged or destroyed, in whole or in part, following Completion:

(i) The Agency shall have no obligation to replace, repair, rebuild, or restore Carousel Center;

(ii) There shall be no abatement or reduction in the amounts payable by the Carousel Owner under the Carousel Installment Sale Agreement or the PILOT Agreement (whether or not Carousel Center is replaced, repaired, rebuilt, or restored);

(iii) The Carousel Owner shall promptly give notice thereof to the Agency, the Bondholder Representative and the Bond Trustee; and

(iv) Except as otherwise provided in the Carousel Installment Sale Agreement:

(A) Upon receipt of the insurance proceeds, the Carousel Owner shall promptly replace, repair, rebuild or restore Carousel Center to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations, and modifications as may be desired by the Carousel Owner and consented to in writing by the Agency, the Bondholder Representative and the Bond Trustee, *provided that* such changes, alterations, or modifications do not change the nature of Carousel Center such that it does not constitute a “project” (as such quoted term is defined in the Act); and

(B) The Carousel Owner shall make available (from the net proceeds of any insurance settlement) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding, or restoration of Carousel Center. In the event such net proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, or restoration, the Carousel Owner shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such net proceeds.

(b) If Carousel Center shall be damaged or destroyed, in whole or in part, following Completion, the Collateral Mortgage shall not be in effect and the Mortgagee shall have no interest in Carousel Center, then notwithstanding anything to the contrary contained in the Carousel Installment Sale Agreement, the Carousel Owner shall not be obligated to replace, repair, rebuild, or restore Carousel Center, and the net proceeds of any insurance settlement shall not be applied as provided in the Carousel Installment Sale Agreement if the Carousel Owner shall notify the Agency, the Bondholder Representative and the Bond Trustee that, in the Carousel Owner’s sole judgment, the Carousel Owner does not deem it practical or desirable to replace, repair, rebuild, or restore Carousel Center. In such event, the lesser of (1) the total amount of the net proceeds collected under any and all policies of insurance covering the damage to or destruction of Carousel Center, or (2) any other sums payable to the Agency, the Bondholder Representative and the Bond Trustee pursuant to the Carousel Installment Sale Agreement and the other Bond Documents, shall be applied to the repayment of all amounts due to the Agency, the Bondholder Representative and the Bond Trustee under the Carousel Installment Sale Agreement, and any unpaid past due PILOT Payments. If the net proceeds collected under any and all policies of insurance are less than the amount necessary to repay any and all amounts payable to the Agency, the Bondholder Representative and the Bond Trustee, the Carousel Owner shall pay the difference between such amounts and the net proceeds of all such insurance settlements so that any and all amounts payable under the Carousel Installment Sale Agreement, the PILOT Agreement and the other Bond Documents to the Agency, the Bondholder Representative and the Bond Trustee shall be paid in full.

(c) If all other amounts due under the Carousel Installment Sale Agreement, the Collateral Mortgage, the PILOT Agreement and the other Bond Documents are paid in full, all such net proceeds, or the balance thereof, shall be paid to the Carousel Owner for its purposes.

(d) Unless an Event of Default has occurred and is continuing, the Carousel Owner and the Mortgagee may adjust all claims under any policies of insurance required by the Carousel Installment Sale Agreement without the consent of the Agency, the Bondholder Representative and the Bond Trustee.

(e) If Carousel Center shall be damaged or destroyed, in whole or in part, prior to Completion, the Carousel Owner shall repair, restore or rebuild Carousel Center in accordance with the Collateral Mortgage, and the guaranty of completion, if any, in favor of the Agency.

Condemnation

(a) If the Collateral Mortgage shall be in effect or the Mortgagee thereon shall have any interest in Carousel Center arising under or related to the Collateral Mortgage, whether by foreclosure or otherwise and title to, or the use of, all, substantially all or less than substantially all of Carousel Center shall be taken by Condemnation, then Condemnation proceeds shall be paid and applied in accordance with the terms of the Collateral Mortgage except as otherwise provided in the Intercreditor Agreement with regards to the Bonds. If the Collateral Mortgage shall not be in effect and no Mortgagee shall have an interest in Carousel Center and if title to, or the use of, less than substantially all of Carousel Center shall be taken by Condemnation:

(i) The Agency shall not have an obligation to restore Carousel Center;

(ii) There shall be no abatement or reduction in the amounts payable by the Carousel Owner under the Carousel Installment Sale Agreement or the PILOT Agreement (whether or not Carousel Center is restored);

(iii) The Carousel Owner shall promptly give notice thereof to the Agency, the Bondholder Representative and the Bond Trustee; and

(iv) Except as otherwise provided in the Carousel Installment Sale Agreement, upon receipt of the Condemnation proceeds, the Carousel Owner shall promptly restore Carousel Center (excluding any part of the Land or the portion of Carousel Center taken by Condemnation) to substantially the condition and value as an operating entity as existed prior to such Condemnation; and the Carousel Owner shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such net proceeds.

(b) If the Collateral Mortgage shall not be in effect and no Mortgagee shall have an interest in Carousel Center and if title to, or the use of, less than substantially all of Carousel Center shall be taken by Condemnation, then notwithstanding anything to the contrary contained in the Carousel Installment Sale Agreement, the Carousel Owner shall not be obligated to restore Carousel Center, and the net proceeds of any Condemnation award shall not be applied as provided in the Carousel Installment Sale Agreement if the Carousel Owner shall notify the Agency, the Bondholder Representative and the Bond Trustee that, in the Carousel Owner's sole judgment, the Carousel Owner does not deem it practical or desirable to restore Carousel Center. In such event, the lesser of (1) the net proceeds of any Condemnation award, or (2) the other sums payable to the Agency, the Bondholder Representative and the Bond Trustee pursuant to the Carousel Installment Sale Agreement, the other Bond Documents and any unpaid past due PILOT Payments shall be applied to payment of all amounts due to the Agency, the Bondholder Representative and the Bond Trustee under the Carousel Installment Sale Agreement, the PILOT Agreement and the other Bond Documents. If the net proceeds of any Condemnation award are less than the amount necessary to pay any and all amounts payable to the Agency, the Bondholder Representative and the Bond Trustee, the Carousel Owner shall pay the difference between such amounts and the net proceeds of such Condemnation award so that any and all amounts payable to the Agency, the Bondholder Representative and the Bond Trustee under the Carousel Installment Sale Agreement, the PILOT Agreement and other Bond Documents shall be paid in full.

(c) If the Collateral Mortgage shall not be in effect and no Mortgagee shall have an interest in Carousel Center and title to, or use of, all or substantially all of Carousel Center shall be taken by Condemnation, (i) neither the Agency nor the Carousel Owner shall have any obligation to restore Carousel Center; (ii) there shall be no abatement or reduction in the amounts payable by the Carousel Owner under the Carousel Installment Sale Agreement or the PILOT Agreement; and (iii) the net proceeds of any Condemnation award shall be applied as provided in the Carousel Installment Sale Agreement.

(d) After all amounts due under the Carousel Installment Sale Agreement, the Collateral Mortgage, the PILOT Agreement and the other Bond Documents have been paid in full, all such net proceeds or the balance thereof shall be paid to the Carousel Owner for its purposes.

(e) The Carousel Owner and the Mortgagee, with the prior written consent of the Agency (which consent shall not be unreasonably withheld), the Bondholder Representative and the Bond Trustee shall have sole

control of any Condemnation proceeding with respect to Carousel Center, or any part thereof, and may negotiate the settlement of any such proceeding.

Intercreditor Agreement

Section 5.2, 5.3 and 5.5 of the Installment Sale Agreement shall in all respects be subject to the terms of any Intercreditor Agreement executed by the Agency in connection with the issuance of the Bonds.

Events of Default

Any one or more of the following events shall constitute an event of default under the Carousel Installment Sale Agreement (an “*Event of Default*”):

- (a) failure to pay when due any sum which is payable under the Carousel Installment Sale Agreement, within twenty (20) days of the date the same shall become due and payable; or
- (b) the occurrence and continuance after any applicable cure period of an event of default under and as defined in any of the Bonds, the Indenture or the PILOT Mortgages or, during the PILOT Runoff Term applicable to Carousel Center, the PILOT Agreement, in each case with respect to the Carousel Owner and/or Carousel Center; or
- (c) if the Carousel Owner shall default in the due observance or performance of or compliance with any of the provisions, representations, warranties, covenants, promises, agreements, terms or conditions to be observed, performed, or complied with by the Carousel Owner, as contained in the Carousel Installment Sale Agreement (other than those referred to in other paragraphs of the Carousel Installment Sale Agreement), and such default shall continue for a period of thirty (30) days after notice thereof to the Carousel Owner; *provided that* in the case of a default under the Carousel Installment Sale Agreement which cannot with due diligence be cured within such period of thirty (30) days, the time within which the Carousel Owner may cure the same shall be extended for such period as may be reasonably necessary to cure the same with due diligence (but in no event more than one hundred eighty (180) days), so long as the Carousel Owner commence within such thirty (30) days and proceeds diligently to cure the same.

Remedies

- (a) Upon the occurrence of an Event of Default, and at any time thereafter during the continuation of such Event of Default, the Agency may exercise any right or remedy available to it at law or in equity to enforce the Carousel Installment Sale Agreement and the Agency may take one or more of the following remedial steps:
 - (i) take action at law or in equity to enforce performance and observance of any obligation, agreement or covenant of the Carousel Owner under the Carousel Installment Sale Agreement;
 - (ii) to pay or perform any obligation on behalf of the Carousel Owner in connection with Carousel Center;
 - (iii) have a receiver appointed to enter into possession of Carousel Center, collect the revenues, rents, issues and profits therefrom and apply the same as required under the Carousel Installment Sale Agreement and the PILOT Assignment; or
 - (iv) terminate the Installment Sale Agreement, transfer title to Carousel Center to the Carousel Owner; or
 - (v) declare all amounts payable under the Carousel Installment Sale Agreement immediately due and payable, notwithstanding anything contained in the Carousel Installment Sale Agreement to the contrary.
- (b) If any party shall have proceeded to enforce the Carousel Installment Sale Agreement by suit or action in equity or at law and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to such party, then the Carousel Owner and the Agency shall be restored respectively to their several positions and rights under the Carousel Installment Sale Agreement, and all rights, remedies and powers of the Carousel Owner and the Agency shall continue as though no such proceedings had taken place.
- (c) Notwithstanding anything to the contrary in the Carousel Installment Sale Agreement, the Agency shall not exercise the remedies set forth in clauses (a)(iv) and (a)(v) above at any time during the PILOT Benefit Term applicable to Carousel Center.

Rights of Mezzanine Lender and CMBS Lender

- (a) The Agency agrees to promptly deliver to each Mezzanine Lender and the CMBS Lender (together the “CMBS Creditors”) copies of all notices of default and/or payment demands the Agency may send to

Carousel Owner or any Affiliate thereof in connection with the Installment Sale Agreement or the PILOT Agreement; provided, however, that failure to do so shall not render any notice or demand ineffective against Carousel Owner, constitute a default under the Installment Sale Agreement or entitle CMBS Creditors to any damages. Subject to the Installment Sale Agreement, the Agency shall not commence any Enforcement Action under the Installment Sale Agreement until each of the CMBS Creditors have been given the opportunity to cure such default in accordance with the provisions of the Installment Sale Agreement. Prior to the Agency commencing any Enforcement Action under the Installment Sale Agreement or the PILOT Agreement, including in connection with an Insolvency Proceeding, the Agency shall provide to each CMBS Creditor written notice of the default which would permit the Agency to commence an Enforcement Action, whether or not the Agency is obligated to give notice thereof to Carousel Owner, or any other party (each, a "Senior Obligations Default Notice") and shall permit any CMBS Creditor or a designee of any CMBS Creditor an opportunity to cure such default in accordance with the provisions of the Installment Sale Agreement. If the default is a monetary default relating to a liquidated sum of money (including, without limitation, in connection with an Insolvency Proceeding involving Carousel Owner which shall be deemed cured provided that the past due monthly amounts that have accrued and remain unpaid under the Senior Obligations have been paid to the PILOT Trustee in accordance with the Intercreditor Agreement, the CMBS Creditors shall have until ninety (90) days after the latest to occur of (i) the giving by the Agency of the Senior Obligations Default Notice to each of the CMBS Creditors; (ii) the expiration of Carousel Owner's cure period, if any, under the Installment Sale Agreement or the PILOT Agreement; and (iii) the expiration of Carousel Owner's cure period under applicable bankruptcy law, to cure such default, and there shall be no limit on the number of defaults cured by any CMBS Creditor. Any such monetary default shall be deemed cured upon payment of all non-accelerated amounts due that have accrued and remain unpaid under the Senior Obligations, upon which cure any acceleration of the amounts payable under the Installment Sale Agreement or under the PILOT Agreement shall be deemed to have been rescinded and reversed. If the default is of a non-monetary nature, each of the CMBS Creditors shall have until forty-five (45) days after the later to occur of (i) the giving by the Agency of the Secured Obligations Default Notice to each of the CMBS Creditors; and (ii) the expiration of Carousel Owner's cure period, if any, under the Existing Carousel PILOT Documents (which such cure periods of each CMBS Creditor shall run concurrently); provided, however, if such non-monetary default is susceptible of cure by the applicable CMBS Creditor but cannot reasonably be cured within such period and if curative action or, if a curative action cannot be reasonably be commenced absent possession of the Mortgaged Property or control of Carousel Owner, an Enforcement Action, was promptly commenced (within the CMBS Creditors' cure period provided in the Installment Sale Agreement and is being continuously and diligently pursued by any CMBS Creditor, such CMBS Creditor shall be given an additional period of time as is reasonably necessary for such CMBS Creditor in the exercise of due diligence to obtain control of the Mortgaged Property or Carousel Owner and to cure such non-monetary default; provided, however, if (A) the CMBS Creditors shall fail to cure all monetary defaults within the time frame provided for under the Installment Sale Agreement and all non-monetary defaults susceptible to cure that can reasonably be cured upon or prior to the expiration of said 45-day period, or (B) at any time after the expiration of the 45-day cure period applicable to non-monetary defaults, no CMBS Creditor shall be continuously and diligently pursuing such cure or Enforcement Action, as applicable, then the cure period for such non-monetary default shall thereupon expire. Notwithstanding anything contained in the Installment Sale Agreement to the contrary, if there is a non-monetary default that is not susceptible of cure by the applicable CMBS Creditor notwithstanding such efforts as persons of extraordinary prudence would exercise with regard to very important affairs of their own (any such default, a "Non-Curable Default"), such Non-Curable Defaults shall be deemed waived upon the cure of all other defaults and the completion of the applicable Enforcement Action, it being agreed that the Qualified Transferee that acquires the vendee's interest under the Carousel Installment Sale Agreement shall have no obligation to cure any such waived default, but same shall not relieve the Qualified Transferee of its obligation to otherwise assume the Designated Carousel Obligations. If and to the extent that the default waived pursuant to the Installment Sale Agreement constitutes a default arising out of an obligation with respect to which PCO is a joint Carousel Owner or PCO is otherwise liable for any failure to perform same, such waiver shall not relieve PCO from any obligations or liabilities that it would otherwise have with respect to such default). Nothing in the Installment Sale Agreement shall include within clause (i) of the definition of Enforcement Action, (y) those actions that might be taken by the Agency to protect its rights and interests during an Insolvency Proceeding, including but not limited to, by the filing of proofs of claim, asserting a right to adequate protection or to post-petition interest, fees or costs, or by seeking or opposing any relief in such an Insolvency Proceeding or (z) an action for specific performance or injunctive relief reasonably necessary, in the Agency's reasonable judgment, to prevent imminent harm to Carousel Center (the actions described in clauses (y) and (z) above being herein referred to collectively as, the "Excluded Actions"). The Agency shall provide not less than three (3) Business Days' notice to each of the CMBS Creditors prior to instituting any action under clause (z) above, provided that if in the reasonable judgment of the Agency such action must be instituted on an emergency basis, then the Agency shall give the CMBS Creditors such prior notice, if any, as is reasonable under the circumstances, and if no prior notice is given, then the Agency shall give each CMBS Creditor notice of such action within two (2) Business Days after instituting

same ; provided, however, that a failure by the Agency to give any notice required under this sentence shall not in and of itself be considered a breach of the Installment Sale Agreement.

(b) The Agency acknowledges and agrees that, unless expressly provided elsewhere in the Carousel Installment Sale Agreement, nothing contained therein shall limit or restrict the right of the CMBS Creditors to exercise their rights and remedies, at law or in equity, or otherwise, under the CMBS Documents and Mezzanine Loan documents.

(c) If the Installment Sale Agreement is terminated, discharged or otherwise rejected in an Insolvency Proceeding, or the Senior Obligations discharged prior to their stated expiration date for any reason (other than their payment in full) or accelerated for any reason, Secured Parties shall, at the election of the CMBS Creditor that is the electing CMBS Creditor which, or whose designee, under the Intercreditor Agreement, enters into, or causes Carousel Owner to enter into, new Existing Carousel PILOT Documents or its designee made not later than (i) if such electing party is the CMBS Senior Creditor, or such CMBS Creditor's designee, the date on which it obtains vendee or other title to the Existing Carousel Center, and (ii) if such electing party is a CMBS Mezzanine Creditor or its designee, the date on which it gains control, directly or indirectly, of Carousel Owner, enter into a new Installment Sale Agreement with (x) if such electing party is CMBS Senior Creditor or its designee, with CMBS Senior Creditor or its designee, and (y) if such electing party is a CMBS Mezzanine Creditor, with Carousel Owner, substantially in the same form as, and on substantially the same economic terms as, the Installment Sale Agreement, and no less favorable towards Carousel Owner or SIDA for the remaining term thereof, provided that the provisions of the Intercreditor Agreement relating to entering into new Existing Carousel PILOT Documents are complied with by such CMBS Creditor or its designee, and in connection therewith, new Existing Carousel PILOT Documents were delivered.

(d) Notwithstanding anything in the Carousel Installment Sale Agreement to the contrary, the Agency acknowledges that, other than as set forth in Section 30 of the PILOT Agreement, the PILOT Agreement and the Carousel Installment Sale Agreement do not permit the acceleration of the amounts payable under the PILOT Agreement and the Carousel Installment Sale Agreement during the PILOT Benefit Term and the Agency agrees not to seek to accelerate thereof during the PILOT Benefit Term under any other circumstance.

(e) From and after the Discharge of the Senior Obligations, the obligation of the Secured Parties under the Installment Sale Agreement to give CMBS Creditors copies of all notices of default and payment demands shall remain in full force and effect, but the CMBS Creditors shall no longer have the right to effect cures of such defaults, provided however that a failure to give the notice contemplated by the Installment Sale Agreement shall not constitute a default under the Installment Sale Agreement or entitle CMBS Creditors to any damages. From and after the Discharge of the Senior Obligations, if (i) a default beyond notice and grace shall have occurred under the Installment Sale Agreement, (ii) under the terms of the Installment Sale Agreement, Carousel Owner has the right to terminate the Installment Sale Agreement and purchase the Agency's interest in Carousel Center pursuant to and in accordance with Sections 7.4, 7.5 and 7.6 of the Installment Sale Agreement, and (iii) the applicable Mezzanine Loan Documents shall grant the applicable Mezzanine Lender the right to exercise on behalf of Carousel Owner (directly or indirectly) the rights described in clause (ii) above, then SIDA shall recognize such Mezzanine Lender's exercise of such rights and shall, upon the exercise of such rights, convey its interest in Carousel Center to Carousel Owner in accordance with Section 7.7 of the Installment Sale Agreement.

Amounts Payable

(a) Throughout the Sale Term, the Carousel Owner shall pay to the Agency installments of the Facility Purchase Price when due. Within ten (10) days of the receipt of demand therefor, the Carousel Owner shall pay an amount equal to the expenses (including reasonable attorneys' fees) of the Agency and the members thereof incurred (i) by reason of the Agency's ownership, leasing, financing or sale of Carousel Center, and (ii) in connection with the carrying out of duties and obligations of the Agency under the Carousel Installment Sale Agreement, and the other documents and agreements executed and delivered by the Agency with respect to Carousel Center, the payment of which is not otherwise provided for under the Carousel Installment Sale Agreement or such other documents. In addition, the Carousel Owner shall pay as additional installments of the Facility Purchase Price within thirty (30) days after receipt of a written demand therefor the Ordinary Expenses and Extraordinary Expenses payable to the Trustee under the Indenture and all fees and expenses of the Initial Bond Insurer or the Bondholder Representative any Bond Support Facility Provider and any Person that is a party to the Bond Documents, including, without limitation, all reasonable out-of-pocket legal fees and expenses thereof and any reasonable out-of-pocket fees and expenses of other professionals and any surveillance visits by or on behalf of the Initial Bond Insurer or the Bondholder Representative.

(b) The obligations of Carousel Owner to make the payments required by the Carousel Installment Sale Agreement and the PILOT Agreement and to perform and observe any and all of the other covenants and

agreements on its part contained in the Carousel Installment Sale Agreement shall be general obligations of the Carousel Owner and shall be absolute and unconditional irrespective of any defense or any right of setoff, recoupment, counterclaim or abatement that the Carousel Owner may otherwise have against the Agency. The Carousel Owner agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in the Carousel Installment Sale Agreement, or terminate the Carousel Installment Sale Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, (i) any failure to complete the acquisition, construction, or equipping of Carousel Center, (ii) any defect in the title, design, operation, merchantability, fitness or condition of Carousel Center or any part thereof or the suitability of Carousel Center or any part thereof for the Carousel Owner's purposes or needs, (iii) failure of consideration for, destruction of or damage to, condemnation of title to or the use of all or any part of Carousel Center, (iv) any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or (v) any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with the Carousel Installment Sale Agreement.

(c) Nothing contained in the Carousel Installment Sale Agreement shall be construed to release the Agency from the performance of any agreements on its part contained in the Carousel Installment Sale Agreement, and in the event the Agency should fail to perform any such agreement, the Carousel Owner may institute such action against the Agency as the Carousel Owner may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of the Carousel Installment Sale Agreement); *provided, however*, that Carousel Owner shall look solely to the Agency's estate and interest in Carousel Center for the satisfaction of any right or remedy of the Carousel Owner for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other property or assets of the Agency or of the members, officers, directors, agents (other than the Carousel Owner) or employees of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Carousel Owner's remedies under or with respect to the Carousel Installment Sale Agreement, the relationship of the Agency and the Carousel Owner under the Carousel Installment Sale Agreement or the Carousel Owner's purchase of and title to Carousel Center, or any other liability of the Agency to the Carousel Owner.

(d) The obligations and agreements of the Carousel Owner contained in the Carousel Installment Sale Agreement and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Carousel Owner, and not of any member, manager, agent or employee of the Carousel Owner in his individual capacity, and the members, managers, agents and employees of the Carousel Owner shall not be liable personally on the Carousel Installment Sale Agreement or thereon or be subject to any personal liability or accountability based upon or in respect of the Carousel Installment Sale Agreement or thereof or of any transaction contemplated in the Installment Sale Agreement or thereby.

Conditions to Early Termination of Installment Sale Agreement

In the event the Carousel Owner exercises its option to terminate the Carousel Installment Sale Agreement in accordance with the provisions of the Carousel Installment Sale Agreement, the Carousel Owner shall make the following payments:

(a) To the Agency: an amount certified by the Agency sufficient to pay all unpaid fees and expenses of the Agency incurred under the Carousel Installment Sale Agreement;

(b) To the PILOT Trustee: an amount certified by the PILOT Trustee to be then due and payable under the PILOT Mortgage, and to the Bond Trustee: an amount certified by the Bond Trustee to be then due and payable under the Indenture and any other Bond Documents;

(c) To any Mortgagee: an amount certified by the Mortgagee to be then due and payable under the Collateral Mortgage and other mortgage or financing document; and

(d) To the appropriate Person: an amount sufficient to pay all other fees, expenses or charges, if any, due and payable or to become due and payable under the Bond Documents.

Further Assurances

Each party shall, without limiting its other obligations under the Carousel Installment Sale Agreement, execute and deliver from time to time any such agreements or instruments, including, without limitation, amendments hereto as permitted under the Carousel Installment Sale Agreement, and deliver such other assurances as any trustee, bond insurer, credit enhancement provider, underwriter or rating agency engaged in connection with the issuance of the Bonds, Mortgagee of Carousel Center or any construction lender with respect to a Phase of the Carousel Expansion or Public Improvements may require, or otherwise as Carousel Owner may reasonably require

to enhance the ability of Carousel Owner, PCO or a Pyramid Entity to design, finance, construct, equip, maintain and operate Expanded Carousel and the Public Improvements as a major regional tourist destination, so long as in all cases the same does not, if applicable, adversely affect the tax-exempt status of any Tax-Exempt Bonds and does not increase in any material respect the obligations, or decrease in any material respect the rights, of the delivering party under the Carousel Installment Sale Agreement; *provided, however*, that the Agency shall not be obligated to execute any agreement or instrument or deliver any assurance that modifies (i) the amount, timing or allocation of PILOT Payments to be paid by the Agency to either of the Taxing Authorities, or the maximum permitted PILOT Land, Benefit or Runoff Term or uses of the SIDA Bond proceeds set forth in the Approving Legislation unless the consent of the Taxing Authorities shall first have been obtained, or (ii) the reporting requirements, if any, thereunder unless the consent of the County Executive shall first have been obtained if and to the extent required under the Resolution.

Amendments

The Carousel Installment Sale Agreement may be amended or modified only by a writing executed by the Agency and the Carousel Owner as permitted in the Carousel Installment Sale Agreement and the Master Indenture and consented to by any Mortgagee of Carousel Center and any Credit Support Provider so long as such Credit Support Provider is not in material default under the applicable Credit Support Facility. In addition, waivers of any provision of the Carousel Installment Sale Agreement or the documents delivered under the Carousel Installment Sale Agreement or consent to any departure by the Carousel Owner therefrom shall in no event be effective unless the same shall be in writing and be permitted under the Carousel Installment Sale Agreement and the Master Indenture, and such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Force Majeure

The period of time during which either party is prevented or delayed in any performance or the making of any improvements or repairs or fulfilling any obligation under the Carousel Installment Sale Agreement, other than the payment of PILOT Payments and any amounts due the Agency under the Carousel Installment Sale Agreement, due to unavoidable delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, Acts of God, the public enemy, governmental prohibitions or regulations or inability to obtain materials by reason thereof, or any other causes beyond such party's reasonable control (excluding financial inability), shall be added to such party's time for performance, and such party shall have no liability by reason of such delay.

Subordination to Mortgage

The Carousel Installment Sale Agreement and all rights of the Carousel Owner and the Agency under the Carousel Installment Sale Agreement (other than the Unassigned Rights under the Carousel Installment Sale Agreement) are and shall be subordinate to the Lien of the PILOT Agreement and PILOT Mortgage and any mortgage (other than the PILOT Mortgage) to which the Agency is a party or gives its consent. The subordination of the Carousel Installment Sale Agreement to any such mortgage shall be automatic, without the execution of any further subordination agreement by the Carousel Owner or the Agency. Nonetheless, if the Mortgagee therein requires a further written subordination agreement, the Carousel Owner and the Agency agree to execute, acknowledge and deliver the same.

No Recourse, Limitation of Liability

(a) The Carousel Owner releases the Agency and its members, officers, agents (other than the Carousel Owner), and employees from, agrees that the Agency and its members, officers, agents (other than the Carousel Owner), and employees shall not be liable for, and agrees to indemnify, defend, and hold the Agency and its members, officers, agents (other than the Carousel Owner), and employees harmless from and against any and all claims arising as a result of the Agency undertaking Carousel Center, including, but not limited to:

(i) Liability, for loss or damage to the Property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to Carousel Center, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about Carousel Center; and

(ii) Liability arising from or expense incurred by the Agency's acquisition of an interest in Carousel Center and sale thereof to the Carousel Owner, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Carousel Installment Sale Agreement and arising out of a defect in title or a Lien adversely affecting Carousel Center of Carousel Center; and

(iii) All claims arising, from the exercise by the Carousel Owner of the authority conferred upon it and performance of the obligations assumed under the Carousel Installment Sale Agreement; and

(iv) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, *provided that* any such losses, damages,

liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Carousel Owner), or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence of the Agency or any of its officers, members, agents (other than the Carousel Owner), servants or employers (other than gross negligence or willful misconduct as finally determined to exist by a court or arbitrator) and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Agency or its members, officers, agents (other than the Carousel Owner), or employees by any employee of the Carousel Owner, or any contractor of the Carousel Owner, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Carousel Owner under the Carousel Installment Sale Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Carousel Owner or such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) To effectuate the provisions of the Carousel Installment Sale Agreement, the Carousel Owner agrees to provide for and insure, in the liability policies required by the Carousel Installment Sale Agreement, its liabilities assumed pursuant to the Carousel Installment Sale Agreement.

(d) Notwithstanding any other provisions of the Carousel Installment Sale Agreement, the obligations of the Carousel Owner pursuant to the Carousel Installment Sale Agreement shall remain in full force and effect after the termination of the Carousel Installment Sale Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters in the Carousel Installment Sale Agreement described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Carousel Owner), or employees, relating thereto.

(e) The obligations and agreements of the Agency contained in the Carousel Installment Sale Agreement and in the other the Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent (other than the Carousel Owner), or employee of the Agency in his individual capacity; and the members, officers, agents (other than the Carousel Owner), and employees of the Agency shall not be liable personally on or under the Carousel Installment Sale Agreement or thereon or be subject to any personal liability or accountability based upon or in respect of the Carousel Installment Sale Agreement or thereof or of any transaction contemplated by the Carousel Installment Sale Agreement or thereby. The obligations and agreements of the Agency contained in the Carousel Installment Sale Agreement or therein shall not constitute or give rise to an obligation of the State or of the City, and neither the State nor the City shall be liable on the Carousel Installment Sale Agreement or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived from the lease, sale, or other disposition of Carousel Center. No order or decree of specific performance with respect to any of the obligations of the Agency under the Carousel Installment Sale Agreement or thereunder shall be sought or enforced against the Agency unless:

(i) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request), or failed to respond within such notice period;

(ii) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(iii) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Carousel Owner), or employees shall be subject to potential liability, the party seeking such order or decree shall (A) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Carousel Owner), and employees against any liability incurred as a result of its compliance with such demand; and (B) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Carousel Owner), and employees against all liability expected to be incurred as a result of compliance with such request.

APPENDIX H—SUMMARY OF THE AMENDED AND RESTATED PILOT MORTGAGE

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the Amended and Restated PILOT Mortgage (the “PILOT Mortgage”) to which reference is made for the complete provisions thereof. This summary is only a brief description of certain provisions of the PILOT Mortgage, is not complete or definitive and is qualified in its entirety by reference to the full text of the PILOT Mortgage.

Each of the Issuer and the Carousel Owner mortgages to the Issuer, as mortgagee (“Mortgagee”), all of its respective right, title and interest in and to the following described property (collectively, the “Mortgaged Property”), excluding, however, the Issuer’s Unassigned Rights:

(a) The Carousel Installment Sale Agreement with respect to the Carousel Center and the contract vendee interest of the Carousel Owner created thereby.

(b) The Carousel Center, together with the tenements, hereditaments, servitudes, estates, rights, easements, whether temporary or permanent, privileges, liberties, licenses, royalties, mineral, oil and gas rights, reversions, remainders and immunities thereunto belonging or appertaining that may from time to time be owned by the Issuer and/or the Carousel Owner, including, without limitation, all the right, title and interest of the Issuer and/or the Carousel Owner in and to all streets, ways, alleys, roads, parking facilities, water, water courses, *water* rights, waterways, passages, sewer rights and public places adjoining the Carousel Center and all easements and rights-of-way, public or private, and strips and gores of land, now or hereafter used in connection therewith, together with all land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Carousel Center to the center line thereof, and now or hereafter used or usable in connection with the Carousel Center.

(c) All fixtures, equipment, machinery, apparatus, appliances, fittings and chattels and articles of personal property of every kind and nature, and all building equipment, materials and supplies of any nature whatsoever, now or hereafter incorporated in, or attached to, or used or usable in connection with, any present or future operation and/or maintenance of the Carousel Center and owned by the Carousel Owner and/or the Issuer or in which the Carousel Owner and/or the Issuer has or shall have an interest and all renewals and replacements thereof and additions and accessions thereto, including, without limitation, all partitions, elevators, lifts, heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, exhaust and heater fans, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors (which machinery, apparatus, equipment, fittings, fixtures and articles of personal property, all replacements thereof, substitutions therefor and additions and accessions thereto, together with the proceeds thereof, are hereafter collectively referred to as the “Equipment”), all of which shall *be* deemed to be, remain and form a part of the Carousel Center and be encumbered by and subject to the lien of the PILOT Mortgages, but only to the extent that the Equipment or such other property constitutes property which could be subject to, or be the subject of, a real property tax in rem foreclosure proceeding in the State (the “Mortgaged Equipment”).

(d) All insurance proceeds, condemnation awards and other compensation, including *interest* thereon, and the right to receive and apply the same (including the right to receive and apply the proceeds of any judgments or settlements made in lieu of any *such insurance* for damages to the Carousel Center), which are heretofore or hereafter made with respect to the Carousel Center as a result of or in lieu of any taking by eminent domain (including any transfer made in lieu of the exercise of said right), the alteration of the grade of any street, or any other damage or injury to or decrease in the value of the Carousel Center.

(e) All right, title and interest of the Issuer in and to (a) any and all present and future leases of space in the Carousel Center; (b) any and all present and future leases, subleases, licenses and other occupancy agreements of space in the Carousel Center; (c) all rents, issues, profits and other revenues payable to the Issuer under any such leases, subleases, licenses and occupancy agreements; and (d) any contracts for the sale of all or any portion of the Carousel Center and any down payments or other proceeds thereof. Nothing in this summarized clause (v) is intended to constitute the consent of the Mortgagee to any such leases, subleases, licenses, occupancy agreements or sale contracts.

(f) All right, title and interest of the Carousel Owner in and to (a) any and all present and future leases of space in the Carousel Center; (b) any and all present and future leases, subleases, licenses and other occupancy agreements of space in the Carousel Center; (c) all rents, issues, profits and other revenues payable to the Carousel Owner under any such leases, subleases, licenses and occupancy agreements; and (d) any contracts for the sale of all or any portion of the Carousel Center and any down payments or other proceeds thereof. Nothing in this summarized clause (vi) is intended to constitute the consent of the Mortgagee to any such leases, subleases, licenses, occupancy agreements or sale contracts.

(g) All the right, in the name and on behalf of the Issuer and/or the Carousel Owner, to appear in and defend any action or proceeding brought with respect to the lien of the PILOT Mortgages and/or the Carousel Center and to commence any action, suit or proceeding to protect the lien of the PILOT Mortgages and/or the interest of the Mortgagee in and to the Carousel Center.

(h) Any and all air rights, development rights, zoning rights or other similar rights or interests that benefit or are appurtenant to the Carousel Center and any proceeds arising therefrom.

(i) All of the right, title and interest of the Carousel Owner and the Issuer in and to: (a) to the extent assignable, all consents, certificates, authorizations, variances, waivers, licenses, permits and approvals from any governmental or public authority with respect to the ownership of the Carousel Center; (b) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and all rights of the Carousel Owner to refunds of real estate taxes and assessments and/or payments in lieu of taxes and/or payments made under the PILOT Agreement; and (c) all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Carousel Center and the Mortgaged Equipment and/or any other property or rights encumbered or conveyed by the PILOT Mortgages, hereafter acquired by or released to the Carousel Owner or constructed, assembled or placed by the Carousel Owner in the Carousel Center or the Mortgaged Equipment or rights encumbered or conveyed by the PILOT Mortgages, and all conversions of the security constituted thereby that, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage conveyance, assignment or other act by the Carousel Owner, shall become subject to the lien of the PILOT Mortgages as fully and completely, and with the same effect, as though now owned by the Carousel Owner and as specifically described in the PILOT Mortgages.

(j) Any and all further estate, right, title, interest, property, claim and demand whatsoever of the Issuer and/or the Carousel Owner in and to any of the above; excluding, however, the Issuer's Unassigned Rights.

(k) Any and all other property of every kind and nature from time to time that was heretofore or hereafter is by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under the PILOT Mortgages, by the Carousel Owner or by any other Person with or without the consent of the Carousel Owner, to the Mortgagee, which is hereby authorized to receive any and all such property at any time and at all times to hold and apply the same subject to the terms of the PILOT Mortgages.

Payment, Performance, Observance and Compliance

The Carousel Owner agrees to timely pay, perform, observe and comply with all of the following obligations (collectively, the "Obligations") to which it shall be subject in accordance with the terms of the PILOT Agreement, the PILOT Notes and the PILOT Mortgages:

(b) the payment by the Carousel Owner of the PILOT Payments payable under the PILOT Agreement, as set forth in the PILOT Agreement and as evidenced by the PILOT Notes (the "PILOT Obligations"), together with the Default Payment, if any, as specified in the PILOT Agreement and the PILOT Notes;

(c) the payment, performance and observance of all obligations of the Carousel Owner under the PILOT Mortgages whether now existing or hereafter arising, direct or indirect, absolute or contingent, joint or several, due or to become due, liquidated or unliquidated, secured or unsecured;

(d) the payment by the Carousel Owner of any damage claim arising out of or resulting from the possible rejection in a bankruptcy proceeding of the PILOT Agreement or the discharge or elimination in any other way of the Carousel Owner's obligations under the PILOT Agreement in the context of any bankruptcy or insolvency of the Carousel Owner; and

(e) the payment by the Carousel Owner of any amount payable under the PILOT Agreement upon the occurrence of an "Event of Bankruptcy" (as such term is defined in the PILOT Agreement).

Assignment of PILOT Mortgages; Collateral Assignment

(a) Immediately after the execution and delivery of the PILOT Mortgages, the Mortgagee shall assign its interest as mortgagee thereunder to the PILOT Trustee.

(b) Immediately after the assignment by the Mortgagee to the PILOT Trustee of its interest as mortgagee under the PILOT Mortgages, the PILOT Trustee shall collaterally assign the PILOT Mortgages and the PILOT Notes to the Bond Trustee as security for the obligations of the PILOT Trustee to the Bond Trustee under the PILOT Assignment.

Protective Action

If any action or proceeding be commenced (except an action to foreclose the PILOT Mortgages or to collect the Obligations secured by the PILOT Mortgages), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of the PILOT Mortgages, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by the PILOT Mortgages (including reasonable attorneys' fees and all costs and disbursements incurred in connection with such litigation) shall be paid by the Carousel Owner, together with interest thereon at the applicable rate prescribed by the Enabling Act and any such sum and the interest thereon shall be a lien on the Mortgaged Property, prior to any right, title to, interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of the PILOT Mortgages, and shall be deemed to be secured by the PILOT Mortgages. In any action or proceeding to foreclose the PILOT Mortgages, the provisions of law respecting the recovery of costs, disbursements and allowance shall apply unaffected by this covenant.

After-Acquired Property

All right, title and interest of the Issuer and/or the Carousel Owner in and to all improvements, betterments, renewals, substitutions and replacements of, and all additions, accessions and appurtenances to, the Mortgaged Property, or any part thereof, hereafter acquired, constructed, assembled or placed by or at the direction of the Issuer or the Carousel Owner on or in the Mortgaged Property, and all conversions and proceeds of the security constituted thereby, immediately upon such acquisition, construction, assembly, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance or assignment or other act of the Issuer or the Carousel Owner, shall become subject to the security and lien of the PILOT Mortgages as fully and completely, and with the same force and effect as though now owned by the Issuer or the Carousel Owner and specifically described in the granting clauses of the PILOT Mortgages; but at any and all times the Issuer (at the sole cost and expense of the Carousel Owner) and the Carousel Owner, on demand, will execute, acknowledge and deliver to the Mortgagee, and will cause to be recorded or filed as provided in the PILOT Mortgages, any and all such further assurances and mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purposes of expressly and specifically subjecting the same to the lien of the PILOT Mortgages.

Limitations on Actions of the Carousel Owner

If at any time the Carousel Owner believes that the Mortgagee has not acted reasonably in granting or withholding any consent or approval, making any other determination or taking, or failing to take any other action under the PILOT Mortgages, or any other instrument now or hereafter executed and delivered pursuant to the PILOT Mortgages, as to which consent or approval, determination or other action either the Mortgagee has expressly agreed to act reasonably or absent such agreement, a court of law having jurisdiction over the subject matter would require the Mortgagee to act reasonably, the sole remedy of the Carousel Owner shall be to seek injunctive relief or specific performance, and no action for monetary damages or punitive damages shall in any event or under any circumstance be maintained by the Carousel Owner against the Mortgagee, and the Carousel Owner shall have no claim or charge against the payment or performance of the Obligations.

Event of Default

The failure to pay any of the PILOT Obligations as set forth in the PILOT Agreement or as evidenced by the PILOT Notes, or any interest thereon, as specified in the PILOT Agreement or the PILOT Notes, as and when payment of such PILOT Obligations or interest thereon are due, shall constitute an "Event of Default."

Remedies

(a) Upon the occurrence and during the continuation of any Event of Default under the PILOT Mortgages, the Mortgagee's exercise of its rights and remedies specified in paragraph (b) below shall be expressly subject to the terms and conditions of the Intercreditor Agreement, to the extent applicable, and to the satisfaction of the following conditions precedent:

(i) the failure to pay any of the PILOT Obligations as set forth in the PILOT Agreement or as evidenced by the PILOT Notes, or the Default Payment, if any, as specified in the PILOT Agreement or the PILOT Notes, as and when such PILOT Obligations or Default Payment, if any, were due constituting such Event of Default shall have continued unremedied for a period of forty-five (45) days after the date any such PILOT Obligations or Default Payment, if any, were due in accordance with the terms of the PILOT Agreement or the PILOT Notes; and

(ii) at least thirty (30) days before the exercise of any such rights or remedies, the Mortgagee shall have given the Carousel Owner, the Issuer, any CMBS Lender, any Mezzanine Lender and the holder of record of any other mortgage encumbering all or any portion of the Mortgaged Property that is subordinate in lien to the lien

of the PILOT Mortgages (each, a “Subordinate Mortgagee”) written notice of (1) the failure to pay any of the PILOT Obligations or Default Payment, if any, as and when such PILOT Obligations or Default Payment, if any, were due, and (2) the intent of Mortgagee to exercise its rights and remedies under the PILOT Mortgages unless such failure is cured prior to the expiration of the grace period specified in subparagraph (a)(i) above.

By its acceptance of the PILOT Mortgages, the Mortgagee agrees to accept a cure of any such Event of Default, prior to the expiration of the grace period specified in subparagraph (a)(i) above, by any CMBS Lender, any Mezzanine Lender or any Subordinate Mortgagee with the same force and effect as if such failure had been cured by the Carousel Owner or the Issuer.

(b) Subject to paragraph (a) above, upon the occurrence and during the continuation of an Event of Default under the PILOT Mortgages, the Mortgagee may, in addition to any other rights or remedies available to it under the PILOT Mortgages, at law, in equity or elsewhere, take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Issuer (subject to the provisions of the summarized section entitled “No Recourse; Limitation on Liability”) and the Carousel Owner in and to the Mortgaged Property, including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee:

(i) without entry, institute proceedings to foreclose the lien of the PILOT Mortgages against all or, from time to time, any part of the Mortgaged Property and to have the same sold under the judgment or decree of a court of competent jurisdiction to the highest bidder, at public sale, subject to statutory and other legal requirements, if any, including all right, title and interest, claim and demand therein and thereto and all right of redemption thereof, in each case, of the Issuer and the Carousel Owner;

(ii) sell the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of the Issuer and/or the Carousel Owner therein and rights of redemption thereof, pursuant to the power of sale or otherwise, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law (provided that ten (10) days notice of sale of the Mortgaged Property shall be deemed reasonable notice) for such price and form of consideration as the Mortgagee may determine, or as may otherwise be required by law; or

(iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in the PILOT Mortgages.

(c) The Mortgagee shall have the right to appear in and defend any action or other proceeding brought with respect to the liens of the PILOT Mortgages and to bring any action or other proceeding, in the name and on behalf of the Issuer or the Carousel Owner if and to the extent the Mortgagee so elects, to preserve and protect the liens of the PILOT Mortgages. If the Mortgagee shall appear in, defend or bring any action or proceeding to preserve or protect the liens of the PILOT Mortgages or to foreclose the PILOT Mortgages or to collect the PILOT Obligations and/or the Default Payment, if any, all reasonable costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest on such costs and expenses calculated at the Default Rate, shall be paid by the Carousel Owner to the Mortgagee upon demand.

(d) To the extent any such costs, expenses or other amounts paid by the Mortgagee after the occurrence and during the continuance of an Event of Default shall constitute payment of (i) real property taxes or PILOT Obligations, (ii) expenses incurred in preserving and protecting the liens of the PILOT Mortgages, including the costs and expenses of any litigation to collect the PILOT Obligations and/or the Default Payment, if any, or to prosecute, defend, protect or preserve the rights and the liens created by the PILOT Mortgages, or (iii) any amount, cost or other charge to which the Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority, then, and in each such event, those costs, expenses and other amounts, together with interest thereon calculated at the Default Rate, shall, be added to the Obligations secured by the PILOT Mortgages and shall be secured by the PILOT Mortgages.

Foreclosure

(a) In the case of a foreclosure sale or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety in one parcel (or as one integrated unit) or separate parcels (or one or more of the interests comprising the Mortgaged Property separately from the others) in such manner or order as the Mortgagee, in its sole and absolute discretion, may elect.

(b) The Mortgagee may adjourn from time to time any foreclosure sale to be made under or by virtue of the PILOT Mortgages by announcement at the time and place appointed for such sale or for such adjourned sale or sales and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice

or publication, may prosecute such sale in court at the time and place to which the same shall be so adjourned as the same may be so ordered.

(c) Upon the completion of any foreclosure sale, an officer of any court empowered to do so shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, granting, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold.

(d) Upon any sale made under or by virtue of the foreclosure of the PILOT Mortgages, the Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Obligations the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums that the Mortgagee is entitled to receive under the Obligations, together with interest thereon.

(e) No recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of the Mortgagor shall affect in any manner or to any extent the liens of the PILOT Mortgages upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of the Mortgagee under the PILOT Mortgages, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired.

(f) The proceeds of any sale made under or by virtue of this summarized section shall be applied as follows:

First: To payment of the reasonable costs and expenses of any such sale, including reasonable out-of-pocket costs of the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made;

Second: To the payment of the Obligations;

Third: To the payment of any and all other sums secured by the PILOT Mortgages; and

Fourth: The surplus, if any, to the Carousel Owner or to such other Person or Persons as may be lawfully entitled to receive the same.

Attorneys Fees and Other Costs

The Carousel Owner agrees to bear all costs, fees and expenses, including court costs and reasonable attorneys' fees and disbursements, for legal services of or incidental to the enforcement of any provisions of the PILOT Mortgages, or enforcement, compromise or settlement of any of the Obligations, or for the curing of any Event of Default under the PILOT Mortgages, or defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise, and, upon demand therefor, will pay to the Mortgagee any such expenses incurred, and such expenses shall be deemed part of the Obligations secured by the PILOT Mortgages, and from the date due shall be collectible in like manner as the Obligations secured by the PILOT Mortgages, and until so paid shall bear interest at the Default Rate. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently.

No Recourse; Limitation of Liability

(a) The Carousel Owner releases the Issuer and its members, officers, agents (other than the Carousel Owner), and employees from, agrees that the Issuer and its members, officers, agents (other than the Carousel Owner), and employees shall not be liable for, and agrees to protect, defend, indemnify and hold harmless the Issuer and its members, officers, agents (other than the Carousel Owner), and employees from and against any and all claims arising as a result of the Issuer undertaking the DestiNY Project or the Public Improvement Project, including, but not limited to:

(i) Liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Mortgaged Property, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Mortgaged Property;

(ii) Liability arising from or expense incurred by the Issuer's acquisition of an interest in the Mortgaged Property and sale thereof to the Carousel Owner, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Issuer's obligations under the PILOT Mortgages and arising out of a defect in title or a Lien adversely affecting the Mortgaged Property;

(iii) All claims arising from the exercise by the Carousel Owner of the authority conferred upon it and performance of the obligations assumed by it as the agent of the Issuer in connection with the Mortgaged Property;

(iv) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Issuer are not incurred or do not result from the intentional wrongdoing of the Issuer or any of its members, officers, agents (other than the Carousel Owner), or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence of the Issuer or any of its members, officers, agents (other than the Carousel Owner) or employees (other than gross negligence or willful misconduct as finally determined to exist by a court or arbitrator) and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Issuer or its members, officers, agents (other than the Carousel Owner), or employees by any employee of the Carousel Owner, or any contractor of the Carousel Owner, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Carousel Owner under the PILOT Mortgages shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Carousel Owner or such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) To effectuate the provisions of this summarized section, the Carousel Owner agrees to provide for and insure, in the liability policies required by the Issuer in connection with the Mortgaged Property, its liabilities assumed pursuant to this summarized section.

(d) Notwithstanding any other provisions of the PILOT Mortgages, the obligations of the Carousel Owner pursuant to this summarized section shall remain in full force and effect after the termination or satisfaction of the PILOT Mortgages until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters described in this summarized section may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Issuer, or its members, officers, agents (other than the Carousel Owner), or employees relating thereto.

(e) The obligations and agreements of the Issuer contained in the PILOT Mortgages and in the other Issuer Documents and in any other instrument or document executed in connection therewith, and any instrument or document supplemental thereto, shall be deemed the obligations and agreements of the Issuer and not of any member, officer, agent (other than the Carousel Owner), or employee of the Issuer in his individual capacity; and the members, officers, agents (other than the Carousel Owner), and employees of the Issuer shall not be liable personally thereon or be subject to any personal liability or accountability based upon or in respect thereof or of any transaction contemplated thereby. The obligations and agreements of the Issuer contained in the PILOT Mortgages and in the other Issuer Documents and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall not constitute or give rise to an obligation of the State or of the City, and neither the State nor the City shall be liable thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Issuer, but rather shall constitute limited obligations of the Issuer, payable solely from the revenues of the Issuer derived from the lease, sale, or other disposition of the Mortgaged Property. No order or decree of specific performance with respect to any of the obligations of the Issuer thereunder shall be sought or enforced against the Issuer unless:

(i) The party seeking such order or decree shall first have requested the Issuer in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Issuer shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period;

(ii) If the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Issuer an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(iii) If the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Carousel Owner), or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to protect, defend, indemnify and hold harmless the Issuer and its members, officers, agents (other than the Carousel Owner), and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Issuer, furnish to the Issuer satisfactory security to protect the Issuer and its members, officers, agents (other than the Carousel Owner), and employees against all liability expected to be incurred as a result of compliance with such request.

Discharge

Upon the indefeasible payment in full of all of the Obligations secured by each PILOT Mortgage, **each** such PILOT Mortgage and the liens created thereby shall be of no further force or effect, and the Issuer and the Carousel Owner shall be released from their respective covenants, agreements and obligations contained in each such PILOT Mortgage.

Upon the indefeasible payment in full of the Obligations secured by each PILOT Mortgage, the Mortgagee, at the request and the expense of the Carousel Owner, shall promptly execute and deliver to the Carousel Owner in respect of each such PILOT Mortgage a satisfaction of mortgage or, if requested by the Carousel Owner, an assignment of mortgage without recourse, in each case in form suitable for recording in the Office of the Onondaga County Clerk, together with such other documents as may be reasonably requested by the Carousel Owner to evidence the satisfaction and discharge of each such PILOT Mortgage and the release of the Issuer and the Carousel Owner from their respective covenants, agreements and obligations under each such PILOT Mortgage, or the assignment of each such PILOT Mortgage, as the case may be.

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APPENDIX I—PROPERTY CONDITION REPORT

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Property Condition Report



21 B Street
Burlington, MA 01803
Tel: (781) 273-2500
Fax: (781) 273-3311
www.ebiconsulting.com

Carousel Mall

9090 Destiny USA Drive
Syracuse, New York

EBI Project No. 1116003869

August 5, 2016



Prepared for:
Pyramid Management Group, LLC
4 Clinton Square
Syracuse, NY 13202



August 5, 2016

Mr. Robert Utter
Pyramid Management Group, LLC
4 Clinton Square
Syracuse, NY 13202

**Subject: Property Condition Report, Carousel Mall
9090 Destiny USA Drive
Syracuse, New York
EBI Project #1116003869**

Dear Mr. Utter:

Attached please find EBI's Property Condition Report, (the Report) for the above-mentioned asset (the Subject Property). During the property survey and research, EBI's property surveyor met with agents representing the Subject Property, or agents of the owner, and reviewed the property and its history. The Report was completed according to the terms and conditions authorized by you, the Client. This Report has been completed in general conformance with ASTM E 2018-08 and Pyramid Management Group, LLC's Scope of Work.

This Report is prepared for, addressed to and may be relied upon by Pyramid Management Group, LLC, such other persons as may be designated by Pyramid Management Group, LLC and their respective successors and assigns.

Notwithstanding anything herein to the contrary, the Property Condition Assessment and the Environmental Site Assessment are intended to be utilized as part of an Offering Memorandum, which will be used in connection with the Bond offering ("Offering"). Such analysis will be incorporated in an Offering Memorandum which will be used and relied upon by potential investors in connection with the Offering. EBI Will consent to such inclusion of the Property Condition Assessment and the Environmental Site Assessment and their findings in the Offering Memorandum subject to EBI's review and approval of the manner in which it is included and referred to and subject to the Standard Terms and Conditions For Third Party Due Diligence Services set forth herein. In addition to the Client, EBI agrees that the Property Condition Assessment and Environmental Site Assessment may be relied upon by Bank of America Merrill Lynch ("BoAML") as underwriter or placement agent of the Bonds, by rating agencies in connection with the rating of the Bonds, by any party required to provide its consent to the Issuance of the Bonds, municipal bond Insurance providers, if any that may be solicited to provide an insurance policy in connection with the Bonds or Offering, and by any investor in the Bonds.

EBI Consulting is an independent contractor, not an employee of either the issuer or the borrower, and its compensation was not based on the findings or recommendations made in the Report or on the closing of any business transaction.

Thank you for the opportunity to prepare this Report, and assist you with this project. Please call us if you have any questions or if EBI Consulting may be of further assistance.

Respectfully Submitted,
EBI CONSULTING

For Keith Habernern PE, AIA
Author / Project Architect and Engineer

Howard Prince, RA, NCARB
Reviewer / Senior Program Director
hprince@ebiconsulting.com

O: 516.782.5559 (Eastern Time)
C: 516.312.4730

ENVIROBUSINESS, INC. LOCATIONS | ATLANTA, GA | BALTIMORE, MD | BURLINGTON, MA | CHICAGO, IL
DALLAS, TX | DENVER, CO | HOUSTON, TX | LOS ANGELES, CA | NEW YORK, NY | PHOENIX, AZ
PORTLAND, OR | SAN FRANCISCO, CA | SEATTLE, WA | YORK, PA

Property Condition Report
EBI Project #1116003869

Carousel Mall
9090 Destiny USA Drive, Syracuse, NY

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EXECUTIVE SUMMARY TABLE

Property Name: Carousel Mall		Property Type: Retail				
Address: 9090 Destiny USA Mall		Property Age: 26				
City and State: Syracuse NY	No. of units or tenants: 174	Square feet: 1,507,052				
Site Survey Date: July 28, 2016	Report Date: August 5, 2016	Loan Term: 10				
EBI Project #: 1116003869	Analysis Term: 12					
Section #	Section Name	Condition	Action Required	Immediate Repairs	Replacement Reserves	
SITE CONDITIONS						
2.1	Topography and Drainage	✓				
2.2	Pavement and Parking	✓	✓	\$594,420	\$314,558	
2.3	Site Amenities & Landscaping	✓	✓			
2.4	Utilities	✓				
BUILDING CONDITIONS						
3.1	Substructure	✓				
3.2	Superstructure	✓				
3.3	Facades (Walls, Windows & Doors)	✓	✓	\$9,600	\$120,798	
3.4	Roofing	✓	✓	\$373,172	\$1,155,000	
3.5	Basements/Attics	✓				
3.6	ADA Compliance	✓	✓	\$2,500		
INT. FINISHES & COMPONENTS						
3.7	Interior Finishes & Components	✓	✓	\$114,655		
3.8	Suspect Mold	✓				
BUILDING SYSTEMS						
4.1	Plumbing	✓	✓	\$27,686	\$137,962	
4.2	HVAC	✓	✓	\$120,000		
4.3	Electrical	✓				
4.4	Fire/Life Safety	✓	✓	\$81,700		
4.5	Elevators	✓	✓	\$58,442		
MATERIAL CODE VIOLATIONS						
5.0	Codes	✓				
OTHER STRUCTURES, AMENITIES, SPECIAL INTEREST ITEMS						
None						
				TOTALS:	\$1,382,175	\$1,728,318
				Dollars per sf/yr		
Present Value of Replacement Reserves Cost Estimate				\$0.10		\$1,728,318
Inflated Value of Replacement Reserves Cost Estimate				\$0.11		\$2,010,258
Immediate Repairs Cost Estimate					\$1,382,175	
Total Deferred Maintenance Cost Estimate, After Multiplier					\$1,727,719	

EXECUTIVE SUMMARY & PROPERTY DESCRIPTION

GENERAL DESCRIPTION

The Subject Property, known as Carousel Mall, is located in Syracuse, New York at 9090 Destiny USA Drive. The Subject Property was reportedly constructed from 1989 through 1990 with additions to the building in 1994 and 1998. The Subject Property consists of a 6 story, approximately 1,507,052 gross / 1,712,637 net rentable square feet, multi-tenant, retail mall on a 44,409 acre lot. The building has two above grade shopping levels, a below grade level with both shopping and parking garages, a third level with movie theaters, and upper levels that contain management offices and an indoor observation deck area. The below grade basement level is referred to as the "commons" with retail, mechanical spaces, and two underground parking garages. The Carousel Mall is connected to a building addition constructed from 2007 through 2012, known as Destiny USA. The Carousel Mall parcel and building is located on the west side of the block, and the Destiny USA parcel and building is located on the east side of the block. A parcel map is included in the appendix of this report noting the location of each property. The Destiny USA parcel and building is a separate entity and is not included in this report.

Mr. Keith Habermern of EBI surveyed the property on July 28, 2016 and was accompanied by, and interviewed, General Manager Robert Schoeneck, Carousel Center Company, and Operations Director Brandon Munger, Carousel Center Company. At the time of the survey, the weather was partly cloudy and approximately 85° Fahrenheit. During the survey, representative areas of the site, common areas, tenant spaces, mechanical spaces, and mechanical equipment and building components were observed.

EBI's Pre-Survey Questionnaire was forwarded to the designated property contact. The information requested in the questionnaire assists in EBI's research of the Subject Property to obtain pertinent property data, discover existing physical deficiencies, chronic problems, the extent of repairs, if any, and their costs, and pending repairs and improvements. The Pre-Survey Questionnaire was completed and returned.

The Subject Property appears to be in good to fair overall condition. It is EBI's professional opinion that the Remaining Useful Life (RUL) of the Subject Property is estimated to be not less than 35 years, based on its current condition and maintenance status, assuming any recommended Immediate Repairs or Replacement Reserves are completed, and appropriate routine maintenance and replacement items are performed on an annual or as-needed basis. Please see the Executive Summary Table for a compilation of recommended Immediate Repairs and/or Replacement Reserves.

SUBJECT PROPERTY SUMMARY

The following summary describes and comments on the primary Subject Property components. Please see the body of the Report for complete survey results for all sections.

PAVEMENT & PARKING

The property is improved with asphalt paved vehicle parking areas located at the front, side, and rear of the building, with asphalt travel lanes, service, and loading areas. The property includes two underground parking garages and one above ground, single level, concrete parking deck. Multiple entry drives provide access to the Subject Property from the adjacent road frontages.

Overall Condition **Good to Fair**

1 Square footage obtained from Owner's representative.

LANDSCAPING & AMENITIES

The property has moderate landscaping throughout the site, around the building, and in islands throughout the parking areas. The property has pylon and building mounted signage, and concrete sidewalks with handicapped accessible routes.

Overall Condition **Good to Fair**

BUILDING STRUCTURE & FACADES

The building structure consists of steel columns, beams, and joists. The primary exterior materials consist of painted precast concrete wall panels, with areas of spandrel glass curtain walls, painted concrete wall panels and EIFS cladding. The facades are highlighted with spandrel glass curtain walls surrounded with painted concrete or EIFS cladding at the entrances and tenant specific EIFS cladding at select tenant's direct exterior access. The mall's main entrance has an open porte cochère highlighted with fixed curtain wall windows arranged in a circular shape with allowing a view of the namesake antique carousel located on the second level interior. The main entrance leads to a six-story tower in the center of the mall. Some ground level tenants have exterior glazed storefront systems with display windows and entries. Fixed, double-pane windows are located at levels four through six where the mall management offices and an interior observation deck are located.

Overall Condition **Good**

ROOF

The Subject Property has low-slope, ballasted and fully-adhered, single-ply, EPDM membrane roofs. The Subject Property has secondary roofs consisting of sloped standing seam metal roofs with large skylight areas. The multi-level mall promenade is partially covered with a translucent Teflon-coated woven fiberglass tension membrane.

Overall Condition **Good to Fair**

MAJOR MECHANICAL SYSTEMS

The building is heated and cooled by rooftop mounted, packaged and split-system HVAC units with both electric and gas heat. Multiple water heaters provide domestic hot water. Fire and life safety equipment includes various fire alarm devices and controls, and automatic fire sprinkler and fire alarm systems. Overhead traction and hydraulic elevators service the building. One diesel fueled emergency generator is present.

Overall Condition **Good to Fair**

SYSTEM RESPONSIBILITY

Maintenance, repair, and replacement of the tenant mechanical systems, interior finishes, plumbing, electrical, and HVAC at the property are reportedly the responsibility of the Subject Property tenants.

Maintenance, repair, and replacement of the roof, facades, landscaping, pavement and parking, common area mechanical systems, interior finishes, plumbing, electrical, HVAC, and life safety systems and components at the property are reportedly the responsibility of the Subject Property owner.

SUBJECT PROPERTY DESCRIPTION

The Subject Property is comprised of the improvements described above, situated on an irregular shaped parcel with an address of 9090 Destiny USA Drive in Syracuse, New York.

Local surface arteries, Interstate, and state highway systems provide access to the property. The Subject Property is located approximately 0.30 miles from Interstate 81.

A large building addition known as Destiny USA, construction in 2007 and completed in 2012, is adjacent and connected to the east, southeast sides of the mall. The land for this structure is located on a separate parcel of land, as well as the associated parking lots to the east and southeast. The Destiny USA addition, the associated land and parking areas are a separate entity and are not included in this report.

The site is essentially level around the mall entrances; however, the parking areas have slopes rising five to ten feet above the mall entrances as well as drives sloping down to the basement parking levels. The Onondaga Lake is located to the west, the City of Syracuse's Waste Water Treatment plant is to the southwest on the far side of the New York barge canal, and Interstate 81 is located north of the Subject Property. The Destiny USA expansion is located to the east and southeast of the property.

The Subject Property is improved with one irregular shaped mall building, comprised of various rectangular-shaped portions. The original mall structure consists of one long rectangular section down the center of the mall with rough dimensions of 1,870 feet in length and 240 feet in width. There are rectangular sections branching out from all four corners of the large rectangular center section. The section at the northwest corner has rough dimensions of 265 feet in length and 225 feet in width. The section at the northeast corner has rough dimensions of 350 feet in length and 230 feet in width. The section at the southwest corner has rough dimensions of 330 feet in length and 270 feet in width. The section at the southeast corner has rough dimensions of 175 feet in length and 170 feet in width. A rectangular section off the west side of the center section has rough dimensions of 465 feet in length and 290 feet in width. An added structure at the south side of the mall, constructed in 1994 and occupied by Lord & Taylor, has rough dimensions of 290 feet in length and 185 feet in width. Much of the building has two stories above grade with a basement level (the commons) below. At the center of the building, a third story houses a movie theater and a passage to the Expansion Mall. A tower at the center of the building rises six stories above grade.

The basement level consists of two parking garages, mechanical spaces, and retail spaces. The first level consists of retail tenant units and restaurants. The second level consists of retail tenant units, restaurants, and the antique carousel ride. The third level consists of a movie theater with 17 screens, and the fourth through sixth levels consists of mall management offices and an indoor observation deck. The center open atrium extends seven stories from the commons level (the basement) up through the sixth story of the skylight topped tower.

The building footprint consists of various offset squares connected to a central, bisecting three story atrium promenade that extends from the basement to the second story above grade. The atrium further extends through the six-story center atrium. The exterior of the building has unique attributes, with a porte cochère covering the main entrance area with steel framed EIFS clad elements and the tall center atrium with unique patterns built with an EIFS clad steel structure and curtain walls with fixed windows.

Common restrooms, elevators and stairs are located off the center atrium with escalators provided throughout the building.

Some tenant spaces have access from both the interior promenade and the exterior.

The interiors of the retail units are arranged with the sales areas toward the front and storage, receiving, service, administration areas, and restrooms toward the rear. The retail areas are finished with tenant specific, retail, display systems.

TENANT UNIT TYPES AND MIX				
TYPE	QUANTITY	VACANT UNITS	DOWN UNITS	APPROX. LEASED AREA (RSRF)
Retail	183	41	0	1,507,052
Totals:	183	41	0	1,507,052

TENANT UNITS OBSERVED		
UNIT #	TENANT NAME	COMMENTS
B108	Footaction USA	Occupied. Good condition.
F121	Bath & Body	Occupied. Good condition. Recently renovated.
99X03	At Home	Formerly Sports Authority. Under renovation
A201	Vacant	Vacant. Good condition.
A205	Verizon	Occupied. Good condition.
B201	Johnny Rocket	Occupied. Good condition.
F224	Lush	Occupied. Good condition.
F221	Vacant	Vacant. Good condition.
B115	BC Surf and Sport	Occupied. Good condition.
B112	Carhartt	Occupied. Good condition.

In general, the Subject Property appears to have been constructed within industry standards and has been well maintained.

According to the property contact, between 2010 and 2015 approximately \$8,575,518 was expended for tenant fit-up and general improvements. Refer to the "2010 - 2016 Summary of Capital Expenditures" located in the Appendix.

MUNICIPAL INFORMATION & ZONING

MUNICIPAL INFORMATION

This municipality no longer allows public access to municipal files for research purposes without a written RFI, or without excessive fee charges. Files or documents are therefore, not "readily available", "reasonably ascertainable", or "publicly viewable". Submitting a RFI, or paying excessive fees for municipal and/or property history information, is beyond the scope of the Report.

"Readily available", "reasonably ascertainable", or "publicly viewable", municipal records at City of Syracuse were reviewed at the on-line.

ZONING

The website at the municipal zoning office was reviewed and the zoning ordinance was reviewed to determine the zoning of the Subject Property. According to the information provided, the Subject Property appears to be located within an IB, Industrial, Class B district, and appears to be a conforming use.

1.0 PURPOSE & LIMITATIONS

The exclusive purpose of this Baseline Property Condition Report (the Report) is to assist Pyramid Management Group, Inc. in its underwriting of a proposed mortgage loan on the Subject Property described in this Report. This Report has no other purpose and should not be relied upon by any other person or entity. Reliance upon this Report does not extend to property owners, or entities or individuals interested in purchasing the subject property. Amendments to EBI's limitations as stated herein that may occur after issuance of the Report are considered to be included in this Report. Payment for the Report is made by, and EBI's contract and Report extends to Pyramid Management Group, LLC only. By accepting draft and final reports, Pyramid Management Group, LLC agrees to these terms and limitations.

The information reported was obtained through sources deemed reliable, a visual site survey of areas readily observable, easily accessible or made accessible by the property contact and interviews with owners, agents, occupants, or other appropriate persons involved with the Subject Property. Municipal information was obtained through file reviews of reasonably ascertainable standard government record sources, and interviews with the authorities having jurisdiction over the property. Findings, conclusions and recommendations included in the Report are based on EBI's visual observations in the field, the municipal information reasonably obtained, information provided by the Client, and/or a review of readily available and supplied drawings and documents. No disassembly of systems or building components or physical or invasive testing was performed. EBI renders no opinion as to the property condition at un-surveyed and/or inaccessible portions of the Subject Property. EBI relies completely on the information provided during the site survey, or provided or obtained during the writing of the draft Report, whether written, graphic or verbal, provided by the property contact, owner or agent, or municipal source, or as shown on any documents reviewed or received from the property contact, owner or agent, or municipal source, and assumes that information to be true and correct. EBI assumes no responsibility for property information or prior reports withheld or not provided during preparation of the Report for any reason whatsoever. The observations in this Report are valid on the date of the survey. EBI uses the date of first occupancy to establish the Subject Property age.

The contents of the Report are not intended to represent an in-depth acquisition analysis of the Subject Property, including, but not limited to, facades, roof, paving, mechanical, elevator, sprinkler, fire safety and electrical systems or components. Anyone wanting information about the condition or characteristics of these property systems or components should consult the appropriate professional. The extent of the physical survey for the production of this Report has been limited, by contract and agreed upon Scope of Work, (consistent with the guidelines of the ASTM E 2018-08 Scope of Work, as referenced below) to visual observations and a walk through of the property. Assumptions regarding the overall condition of the property have been developed based upon a survey of representative areas of the Subject Property. As such, no representation of all aspects of all areas or components is made. Immediate Repairs as may be identified during the survey are typically limited to life, safety, health, building code violation or building or property stabilization issues observed at the Subject Property. Routine operational, normal, or customary annual maintenance or preventative maintenance items are not reported or included in this Report.

This assessment is based on the evaluator's opinion of the physical condition of the improvements and the estimated expected remaining useful life of those improvements, based on his observations in the field at the time of the survey, and the written or verbal information received. The conclusions presented are based on the evaluator's professional judgment. The actual performance of individual components or systems may vary from a reasonably expected standard and may be affected by circumstances that are not readily ascertainable or viewable, or that occur after the date of the survey.

Where quantities cannot be determined from information provided or physical takeoffs, lump sum estimates, or allowances are used. The cost shown are based on professional judgment and the apparent or actual extent of the observed defect, including the cost to design, procure, construct, and manage the repair or replacement. Where property-unique or specialty equipment is present, EBI relies solely on data regarding maintenance and/or replacement costs provided by the designated site contact or on-site individuals with first-hand knowledge of the specific equipment.

EBI provides Pre-Survey Questionnaires for completion by the designated site or property contact, as provided by Pyramid Management Group, LLC or their agent. The information requested in the questionnaire assists in EBI's research of the Subject Property to obtain pertinent property data, discover existing physical deficiencies, chronic problems, the extent of repairs, if any, and their costs, and pending repairs and improvements. If the completed Pre-Survey Questionnaire is not returned as of this Report, this is a limiting factor in EBI's analysis. If the questionnaire is returned at a later date showing a material difference from information provided in the Report, EBI will forward the questionnaire under separate cover. If no response is received, or no material difference is noted in the questionnaire, EBI's Report will not be modified.

EBI may not have been provided with roof design or installation details, and may not have been provided with warranty information (see Section 3.1 Roofing). EBI has relied on general industry performance of similar type roofs and general observations of the surface covering of the roof to determine if roof replacement is warranted during the analysis term. EBI is not responsible for roof failure that may occur earlier than estimated due to hidden conditions or defects that cannot be readily ascertainable by general observation.

EBI may not have been provided with facade reports, and cannot opine on costs to repair facades of buildings five stories or more without receipt of current facade reports (see Section 2.3 Facades). EBI has relied on general industry performance of similar facade systems and general observations of the surfaces of the facades to determine if repair or replacement is warranted during the analysis term. EBI is not responsible for facade failures that may occur earlier than estimated due to hidden conditions or defects that cannot be readily ascertainable by general observation.

If the municipality in which the Subject Property is located has governing ordinances requiring facade studies, and a copy is not provided to EBI, this is a limiting factor in EBI's assessment and analysis. Prudent property management will have had facade reports

completed on their high-rise property, and if a copy of the report is not provided to EBI, this too, is a limiting factor in EBI's assessment and analysis.

This Baseline Report was completed in general conformance with ASTM E 2018-08, Standard Guide for Property Condition Assessment: Baseline Property Condition Assessment Process, and with the scope of services approved by the client.

The survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession, and in accordance with generally accepted practices of other consultants currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended. The Report speaks only as of its date, in the absence of a specific written update of the Report signed and delivered by EBI. Any additional information that becomes available after EBI's survey and draft submission concerning the Subject Property should be provided to EBI so that EBI's conclusions may be revised and modified, if necessary, at additional cost. This Report has been prepared in accordance with EBI's Standard Conditions for Engagement, which is an integral part of this Report.

DEVIATIONS FROM THE GUIDE
EBI includes an analysis of estimated Replacement Reserves in this Report. EBI uses an approximate threshold of \$1,000 in aggregate for reporting Immediate Repair or Replacement Reserve items. Material life, safety, health, fire, or building code violation or building or property stabilization issues observed at the Subject Property will be reported regardless of cost.

CONDITION
EBI uses terms describing conditions of the various site, building, and system components. The terms used are defined below. It should be noted that a term applied to an overall system does not preclude that a part or a section of the system or component may be in a different condition.

Excellent: The component or system is in new or like new condition and no deferred maintenance is recommended.
Good: The component or system is sound and performing its function, and/or scheduled maintenance can be accomplished through routine maintenance. It may show signs of normal aging or wear and tear and some remedial and routine maintenance or rehabilitation work may be necessary.
Fair: The component or system is performing, but may be obsolete or is approaching the end of its expected useful life. The component or system may exhibit evidence of deferred maintenance, previous repairs, or workmanship not in compliance with commonly accepted standards. Significant repair or replacement may be recommended to prevent further deterioration, restore it to good condition, prevent premature failure, or to prolong its expected useful life.
Poor: The component or system has either failed or cannot be relied upon to continue performing its original function as a result of having exceeded its typical expected useful life, excessive deferred maintenance, or state of disrepair. Present condition could contribute to, or cause, the deterioration of other adjoining elements or systems. Repair or replacement is recommended.

ABBREVIATIONS
EBI may use various abbreviations to describe various site, building or system components, or legal descriptions. Not all abbreviations may be applicable to all Reports. The abbreviations most often utilized are defined below.

ACT	Acoustic Ceiling Tile	FOIA	Freedom Of Information Act
ABS	Acrylonitrile Butadiene Styrene	FRT	Fire Retardant-treated Plywood
ADA	Americans with Disabilities Act	GFCI	Ground Fault Circuit Interrupter
ADAAAG	Americans with Disabilities Act Accessibility Guidelines	GWB	Gypsum Wall Board
AHLJ	Air Handling Unit	HCA	Handicapped-accessible
APA	American Plywood Association	HID	High-intensity Discharge (lighting)
BTU	British Thermal Unit (a measurement of heat)	HVAC	Heating, Ventilating, and Air Conditioning
BTUH	British Thermal Units per Hour	kVA	Kilovolt Ampere
CFM	Cubic Feet per Minute	kw	Kilowatt
CMU	Concrete Masonry Unit	MBH	Thousand BTUs per Hour
CPVC	Chlorinated Poly Vinyl Chloride	MDP	Main Distribution Panel
DHW	Domestic Hot Water	OSB	Oriented Strand Board
DWHW	Domestic Water Heater	PTAC	Packaged Terminal Air Conditioning (Unit)
EFS	Exterior Insulating Finishing System	PVC	Poly Vinyl Chloride
EPDM	Ethylene Propylene Diene Monomer	RH	Request for Information
ELU	Expected Useful Life or Effective Useful Life	RTU	Roof Top Unit
FRRE	Fixtures, Furnishings & Equipment	RUL	Remaining Useful Life
FCU	Fan Coil Unit	TPO	Thermoplastic Poly Olefin
FEMA	Federal Emergency Management Agency	UBC	Uniform Building Code
FHA	Forced Hot Air or Federal Housing Administration	VAV	Variable Air Volume
FHW	Forced Hot Water	VCT	Vinyl Composition Tile
FIRM	Flood Insurance Rate Map	VWC	Vinyl Wall Covering

Updated 07-16-14

2.0 SITE CONDITIONS

2.1 TOPOGRAPHY

DESCRIPTION

The Subject Property is essentially level at the mall entrances, with minor slopes from the parking areas towards the storm water inlets. Drives slope to lower level garage entrances. The far end of the parking areas are approximately five to ten feet above the mall entrances. The parking and service areas are graded to provide loading dock-height access.

CONDITION

No topography problems were reported or observed. Detriments or problems such as ground fractures, settlement areas, or evidence of erosion or chronically standing water were not observed.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- **None**
- Please see Table 2 – Replacement Reserves for the recommended items listed below:
- **None**

2.2 PAVEMENT AND PARKING

DESCRIPTION

According to drawings provided by the management, the property is improved with parking areas for 4,174 cars including surface parking (2,622 parking spaces), a single level parking deck on the northwest side of the building adjacent to Macy's (237 parking spaces) and two underground parking garages (694 parking spaces in the north garage and 621 parking spaces in the south garage).

See Section 3.6 Americans With Disabilities Act (ADA) Accessibility for additional handicapped-accessible parking information. The surfaced parking areas have asphalt pavement and the parking deck and underground garages have concrete pavement. The property has asphalt and concrete-paved service, access and loading areas.

The parking is configured in lots on the front, sides, and rear of the building. Multiple entry drives provide access to the Subject Property from the adjacent road frontages. Traffic signals are provided at two intersections entering the property. The parking areas have cast-in-place concrete curbing. The loading areas have large aprons for truck ingress and egress. There are approximately 15 loading bays at grade level.

The Subject Property is also improved with a single-level, precast concrete and steel column, parking deck at the northwest corner of the building adjacent to Macy's. The parking deck has one dedicated stairway on the south side of the structure. The limited exterior of the parking deck has precast concrete panels.

There are two below-grade parking garages are located at the basement (The Commons) level with parking extended under the Macy's store at the north end of the building.

CONDITION

No problems were reported regarding the adequacy of the parking areas.

The paved areas are in good to fair condition. The parking deck appears to be in good condition overall and the wearing surface is in good condition. The parking deck control joints and sealants are in good to fair condition. Potholes cracking, alligatoring, and patches in the pavement were noted at a number of locations throughout the surfaced parking areas. Repairing of the basement level garages was in progress at the time of the survey. Repaving portions of the below-grade parking garage areas was in progress at the time of the survey. According to the General Manager, repairs to the parking areas throughout the property are anticipated for 2016 at an approximate cost of \$554,420. (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.) Immediate Repairs are recommended to complete the ongoing and planned work.

Based on the average effective useful life of pavement, patching, crack sealing, sealing and striping of the asphalt paved areas, striping of the concrete paved areas, patching, crack sealing, sealing and striping of the asphalt paved areas, renewal of the parking garage weather and control joint sealants are recommended as Replacement Reserves during the analysis term.

The curbs are in good to fair condition, with various areas of cracked or damaged curbing located throughout the property. Immediate Repairs are recommended for repair of the curbs. According to the General Manager, repairs to the concrete curbs and sidewalks are anticipated for 2016 at an approximate cost of \$40,000. (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.) Immediate Repairs are recommended to complete the ongoing and planned concrete work.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- **Complete ongoing and planned work to parking areas**
 - **Complete ongoing and planned concrete work**
- Please see Table 2 – Replacement Reserves for the recommended items listed below:
- **Patching, crack sealing, seal coating and striping of asphalt pavement**
 - **Striping**
 - **Parking deck weather sealant replacement**
 - **Parking deck sealant renewal**

2.3 LANDSCAPING, SITE IMPROVEMENTS & SITE AMENITIES

Description

The property has moderate landscaping throughout the site, around the building, and in islands throughout the parking areas.

Pylon signage is located at the main entrances and smaller signage is located at the secondary entrances. A series of small directional signs are located throughout the property.

Concrete walks are provided for pedestrian traffic. Brick pavers are located at some secondary entrances and in front of some tenant drive entries. Exterior stairs provide access to the employee service doors and loading docks. Construction of the stairways include metal stringers, steel treads and risers and steel pipe handrails, and cast-in-place concrete and steel pipe handrails. The exterior stairways to the parking deck is constructed with metal stringers, steel treads and risers and steel pipe handrails.

Lighting is provided by pole mounted fixtures mounted on aluminum poles, approximately 30 feet in height and spaced around the site, parking areas, and along the main entrance drive. Building mounted floodlights provide exterior building lighting, and decorative bollards are located along pedestrian walkways.

A painted metal, water treatment housing structure is located on the west side of the property.

Condition

The property landscaping appears to be in fair condition due to a current drought condition and the lack of an irrigation system. Landscape maintenance is handled as an operating expense.

The property signage appears to be in good condition.

The sidewalks appear to be in good to fair condition with observed areas of deterioration and trip hazards. These areas were noted in various locations around the building. Immediate Repairs are recommended for trip hazard repairs. Please refer to Section 2.2 Pavement and Parking regarding the

The exterior steel and concrete stairways appear to be in good condition. The parking area lighting and exterior light fixtures appear to be in good condition. The water treatment housing structure appears to be in good condition.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

2.4 MUNICIPAL SERVICES & UTILITIES

2.4.1 Water & Sewer

DESCRIPTION

The City of Syracuse and Onondaga County Water Authority provides water and sewer service to the Subject Property site. The sewer is discharged into the municipal lines beneath the abutting street.

2.4.2 Gas/Oil

DESCRIPTION

National Grid provides gas service to the Subject Property. No oil service is provided to the Subject Property.

2.4.3 Electrical

DESCRIPTION

National Grid and Constellation New Energy provides electric service to the site. The service enters the property underground to pad-mounted transformers feeding secondary runs to the main switchgear. The utility reportedly owns and maintains the lines up to the transformers. The secondary feeds to the switchgear are the responsibility of the Subject Property owner.

2.4.4 Storm Drainage

DESCRIPTION

The storm water flow from the site is controlled via on-site structures discharging into an on-site detention and treatment pond. The pond discharges into the neighboring barg canal. The building's

Hazard Certificate, the Subject Property is located within 250 feet of multiple zones. Further analysis may be required to determine the exact placement of the Subject Property and the proper zone, or zones.

interior roof drains are tied to catch basins in the Subject Property parking areas. The parking lots are configured with slopes toward catch basins controlling storm water flow, and graded to provide loading dock height access at the loading docks. The drainage system is the responsibility of the Subject Property owner.

OVERALL CONDITION

There were no reported or observed problems with the Subject Property water, sewer, gas, electric, or storm water drainage connections, systems, sizes, or capacities. Drainage appears sufficient, as areas of ponding or standing water were not observed during the survey. The utilities appear to be configured and operated in a manner consistent with their intended use, adequate for the use type, and appear to be in good condition.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

2.5 NATURAL HAZARDS

DESCRIPTIONS

2.5.1 Seismic

Chapter 16 of the 1997 edition of the Uniform Building Code (UBC) was reviewed to determine the seismic zone of the Subject Property. Chapter 16 includes calculations for, and mapping of, earthquake (seismic) loads on structures. Figure 16-2, Seismic Zone Map of the United States delineates differing ratings of seismic load. These ratings indicate the severity of how horizontal ground motion and sub-surface soil types affect a structure. Figure 16-2 shows the United States having seismic zones ranging from 0 to 4.

2.5.2 Flood Zone

The Federal Emergency Management Agency (FEMA) maps and rates flood hazard zones throughout the United States. These zones are depicted on a Flood Insurance Rate Map (FIRM), designated by Community Map and Panel numbers. The flood hazard zones range from Zone A or AE (A1 – A130), with Base Flood Elevations (BFE) determined, to Zone X (unshaded), areas outside the 500-year floodplain. EBI utilizes CDYS' RiskMeter (Transamerica Data) First American Flood Data Services' Flood Insights mapping system to obtain the Flood Zone Determination of the Subject Property. First American Flood Data Services searches the FEMA FIRM map and panel to obtain the Flood Zone Determination of the Subject Property.

CONCLUSIONS

2.5.1 Seismic

According to Figure 16-2 in the UBC, the Subject Property appears to be located in Zone 1, with a low probability of damaging ground motion.

2.5.2 Flood Zone

The Subject Property Flood Zone Determination appears to be Zone C, defined as an area outside the 100 and 500 year floodplains, as shown on First American Flood Data Services' Flood Hazard Certification, Community 360595, Panel # 0001D, dated May 03, 1982, however, according to the Flood

3.0 BUILDING CONDITIONS

3.1 SUBSTRUCTURE

DESCRIPTION

The building contains a full basement under the original portion of the building and portions of the substructure were partially visible from the basement. Based on EBI's visual survey and review of available construction drawings, the majority of the building appears to have a cast-in-place reinforced concrete floating slab foundations, supporting load bearing exterior and interior walls and columns.

The Lord and Taylor portion of the building appears to have a pile foundation with reinforced concrete grade beams, supporting load bearing exterior and interior walls and columns. The structures include concrete slabs-on-grade.

CONDITION

The substructures appear to be sound and in good condition. No indications of problems with the substructures were reported or observed. Some minor differential movement and resulting cracking was noted at junctures with different sections of floating slabs and at entrances where there is a transition between the grade and the structure supported by the floating floor slab. As needed repairs to the cracks and ongoing monitoring are recommended under routine maintenance.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

3.2 SUPERSTRUCTURE

DESCRIPTION

The superstructure is partially obscured from view by interior and exterior finishes.

The superstructure consists of steel columns, steel beams, and steel, truss joists supporting open-web, steel, floor and roof joists. Floor structures consist of lightweight concrete on steel decking, supported by the open-web, steel, floor joists. Roof structures consist of rigid insulation on steel decking, supported by the open-web, steel, roof joists.

CONDITION

Based on the overall appearance and observed general condition of the building, the superstructure appears to be sound and in good condition. No problems were noted or reported.

Fire retardant treated plywood was observed and reported to be present by the General Manager; however, the fire retardant treated plywood was located in service hallways to protect the drywall. The fire retardant plywood is for wall protection only and does not perform a structural function.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- **None**

3.3 FACADES

DESCRIPTION – FACADES

During the site survey, representative building facades were viewed from the surrounding grade, from windows at upper floors, or adjacent buildings or roofs. In depth analysis of the facades is beyond the scope of work for this Report.

The primary exterior materials consist of painted, precast, concrete wall panels and EIFS cladding.

The facades of the buildings are designed with features consistent with the Subject Property use type. The facades are highlighted with spandrel glass curtain walls surrounded with EIFS clad wall areas at entrances and tenant specific EIFS clad accent areas at some of the tenant's direct exterior access.

The mall's main entrance has an open porte cochère highlighted with fixed storefront and curtain wall windows and is circular in shape providing a view of namesake antique carousel located inside on the second level. A six-story open atrium is located at the center of the mall. The center atrium consists of EIFS cladding on all sides of the tower highlighted with fixed windows. A circular pattern of windows with an EIFS clad wall section separating the two halves is located on each of the four facades of the tower. The atrium's façade is exposed only from floors four through six. Small areas of granite or limestone trim are located adjacent to the direct entrances to some tenant spaces.

DESCRIPTION – EXTERIOR DOORS AND WINDOWS

The exterior doors consist of average to high quality, commercial grade, aluminum and glass doors accessing the lobbies and tenant spaces at the building. Some entrances contain aluminum framed, automatic sliding doors. Service and access doors are hollow metal.

A two story lobby with a glazed storefront system encloses the antique carousel that accentuates the main entry on the west side of the building. The ground level, direct access, tenants have aluminum framed glazed storefront systems with fixed, insulating display windows and entries. Fixed, double-pane windows are located at levels four through six where the mall offices are located.

The loading docks have multiple, electrically operated, steel overhead doors. Each loading dock is provided with dock bumpers, dock seals and pneumatic-operated levers.

CONDITION

The estimate of the façade condition is based on representative observed areas of the exterior walls and the age of the improvements. Façade observations for a high-rise building are limited to exterior finishes of the ground level facades and those portions of the facades observable from adjacent roof areas or adjacent buildings. These do not represent a comprehensive or in-depth façade survey. Therefore, observations in this Report cannot be the sole source of façade analysis. Concealed and/or obscured façade material attachment systems were not viewed. The condition of the façades' hidden defects, if any, or defects not readily observable from the viewing areas mentioned above, cannot be opined on, and is beyond the standard scope of work.

The observed areas of the facades appear to be in good condition overall. According to the General Manager, the exterior painting and general repairs of the building, including sealant repairs and renewal, was largely performed in 2012. Based on the reported age and observed condition of the Subject

Additional roof features include skylights, smoke evacuation hatches, and owner and tenant maintained HVAC equipment.

CONDITION

In estimating the condition and effective useful life of roofs, EBI has relied on general industry performance of similar type roofs and general observations of the surface covering to determine if replacement is warranted during the analysis term. Discussions with the General Manager regarding the roof's condition revealed no negative comments.

The fully-adhered and ballasted, EPDM-membrane roofs appear to be in good to fair to poor condition. Roofs of this type typically have an average, effective useful life of approximately 23 years, depending on the property's location, material type and quality, quality of installation, roof maintenance and exposure, amount of roof traffic, and regional climatic conditions. Based on their reported ages, current conditions, and expected useful lives, Replacement Reserves are recommended for replacement of portions of the roof during the analysis term.

According to the General Manager, the roof over the north end of the mall is reported to have an area of 49,130 square feet is anticipated for 2016 at an approximate cost of \$373,172. (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.). Immediate Repairs are recommended to perform this planned work.

The standing seam metal roofs and translucent Teflon-coated woven fiberglass tension membrane appear to be in good to fair condition. Roofs of this type typically have an average effective useful life of approximately 40 years, depending on the property's location, material type and quality, quality of installation, roof maintenance and exposure, amount of roof traffic, and regional climatic conditions.

The slope and drainage design of the building roofs appeared to be generally adequate.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- **Perform planned roof replacement**

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- **Partial EPDM roof replacement**

3.5 BASEMENTS/ATTICS

DESCRIPTION

The Subject Property has a partial basement under all areas except the Lord and Taylor section of the building. This space is utilized for storage, mechanical purposes, below grade parking garages, and retail shopping.

No accessible attic areas are present at the property.

CONDITION

There were no reported or observed problems with the Subject Property basement.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- **None**

Please see Table 2 – Replacement Reserves for the recommended items listed below:

Property's painted finishes and sealants on the facades, and on other exterior building components, and the average effective useful life of sealants and paint coatings, Replacement Reserves are recommended for exterior painting and renewal of the sealants and control joints, during the analysis term.

Aside from normal wear, the observed doors appear to be in good condition. The CapEx provides for replacement of the doors in 2016. Immediate Repairs are recommended to complete this planned work.

The windows observed appeared to be weather tight and in good condition.

Exterior areas of the Subject Property buildings to which access was provided, and in which building elements were readily observable, were visually surveyed for the presence of termites or termite activity. No observations were conducted within concealed locations (construction elements behind exterior or interior wall finishes, and other building components, etc.). No disassembly of systems or building components or physical or invasive testing was performed. EBI renders no opinion as to the property condition at un-surveyed and/or inaccessible portions of the Subject Property. During the visual survey of the Subject Property, evidence of termite activity was not observed.

RECOMMENDATIONS

Please see Table 1 – Immediate Repairs for the recommended items listed below:

- **Perform planned door replacement**

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- **Exterior painting (including trim painting)**
- **Sealant and control joint renewal**

3.4 ROOFING

DESCRIPTION

During the site survey, representative areas of the roofs were observed. Pitched roofs were visually assessed and are not walked on due to safety concerns. EBI was not provided with roof design or installation details, and was not provided with warranty information.

The Subject Property has low-slope, ballasted and fully-adhered, single-ply, EPDM-membrane roofs. The ballasted roof is located over Macy's, and all remaining roofs are fully-adhered. The Subject Property also has secondary roofs consisting of gabled standing seam metal roofs and translucent Teflon coated woven fiberglass tension membrane over the common promenade. The roofs are flashed with metal flashing.

The roofs vary in age with some sections dating back to the original construction and are 26 years old to areas that have been replaced within the last year. The roof over the theater portion of the mall and a portion of the J.C. Penney roof were replaced in 2010 and 2012. Also, according to the General Manager, portions of the south side of the over the mall promenade were replaced in 2015. The roofs pitch toward internal drains and leaders.

The metal and fiberglass membrane roofs date back to the original construction.

- **None**

3.6 AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

DESCRIPTION

The Americans with Disabilities Act (ADA), Title III, 28 Code of Federal Regulations (CFR) Part 36, enacted July 26, 1990 and effective January 26, 1992; and revised on September 15, 2010 to include the 2010 Standards for Accessible Design, which are published in the 2011 CFR, and which went into effect on March 15, 2012, governs public accommodation and commercial properties. Title III of the ADA divides facilities into two basic categories: places of public accommodation and commercial facilities, with different obligations for each facility type. The provisions of Title III provide that persons with disabilities should have accommodations and access to public facilities that are equal, or similar, to those available to the general public. Assessment of any other Titles, or their provisions of the ADA, including those that govern employer and/or tenant responsibilities, is specifically excluded from this Scope of Work and Report. Additionally, many jurisdictions have state or local accessibility codes or guidelines that may differ from the ADA and ADAAG. Analysis of these codes is beyond the Scope of Work for this Report. Since tenants and employers at properties are usually responsible for making their leased areas ADAAG-compliant, assessment for ADAAG compliance in these areas was not completed.

Regardless of a property's age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Facilities initially occupied after the effective date are required to fully comply with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance as Title III calls for owners of buildings occupied prior to the effective date to expend "reasonable" sums, and make "reasonable efforts", to make "practicable" or "readily achievable" modifications to remove barriers, unless said modification would create an undue financial burden on the property or is structurally infeasible. When renovating buildings occupied prior to the effective date, the area renovated, and the path of travel accessing the renovated area, must comply with the ADAAG. As an alternative, a reasonable accommodation pertaining to the deficiency must be made. The definitions of "reasonable", "reasonable accommodation", "practicable", and "readily achievable", are site dependent and vary based on the owner's financial status.

Due to the unique nature of each property, the extent of analysis required, and the many variables of compliance with the ADAAG guidelines, the evaluation of costs for full ADAAG compliance is beyond the scope of this Report. A separate ADAAG Compliance Audit may be ordered and may reveal additional aspects of the property that are not in compliance.

For the purposes of this Report the survey is limited to visual observations of only a representative sample of areas readily observable or easily accessible, and to those areas set forth in EBI's Modified Accessibility Compliance Checklist and Costs included in Appendix C of this Report. The survey is limited to identifying potential routine maintenance or renovation actions that can increase accessibility over time and may or may not, achieve full ADAAG compliance. Places of public accommodation at the Subject Property were visually observed for general compliance with the major requirements of the ADA, taking into consideration the current use of the property, its age and renovation history. No actual measurements were taken to verify compliance.

If you have additional questions concerning the ADA and the ADAAG, calls can be made to the United States Department of Justice (USDOJ) ADA Hotline at (800) 514-0301 followed by touching "7" on the touch tone keypad. Additionally, information is available online at the USDOJ ADA website at <http://www.usdoj.gov/crt/ada/adastd94.pdf> or <http://www.access-board.gov/adaag/html/adaag.htm>.

CONDITION
Portions of the Subject Property fall into the public accommodation category.

A visual review of the property, in conformance with EBI's Modified Accessibility Compliance Checklist and Costs, concluded that the Subject Property is in general conformance with the ADAAG. No modifications or recommendations are made at this time.

A visual review of the property, in conformance with EBI's Modified Accessibility Compliance Checklist and Costs, concluded that the Subject Property is not in general conformance with the ADAAG. Modifications recommended to bring the Subject Property into ADAAG compliance are detailed in EBI's Modified Accessibility Compliance Checklist and Costs included in Appendix C of this Report. Immediate Repairs are recommended to complete these modifications.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- Complete ADA compliance modifications

 Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

3.7 INTERIOR FINISHES & COMPONENTS

DESCRIPTION
The interior areas into which entry was made possible by the site contact are finished with average to high-quality materials consistent with similar property use types. The finishes generally consist of the materials listed in the table below.

TYPICAL INTERIOR FINISHES			
AREA OR ROOM	FLOOR	WALLS	CEILING
Lobby, atrium and mall promenade	Ceramic and marble tile	Painted GWB Marble panels	Painted GWB, Suspended acoustic tile, and exposed structure
Corridors	Ceramic and marble tile	Painted GWB Partition walls	Painted GWB, Suspended acoustic tile
Service corridors	Concrete	Painted GWB	Exposed structure
Offices	Carpet	Painted GWB	Suspended acoustic tile
Retail spaces	Polished concrete, Carpet, Vinyl/ceramic tile	Painted GWB	Exposed structure, Suspended acoustic tile
Restrooms	Ceramic tile	Ceramic tile	Suspended acoustic tile
Stairs	Concrete	Painted GWB	Exposed stair structure
Mechanical Rooms	Concrete	Painted GWB	Exposed structure

The Subject Property has interior common areas consisting of a main lobby, secondary lobbies, elevator lobbies on each floor, common area restrooms and support areas, and interior corridors leading to tenant spaces.

The building has various stairways throughout. The stairways are located at each corner of the building, the center, and within tenant spaces. Each is constructed with metal stringers, concrete filled metal pans and steel pipe railings. The treads and risers are exposed concrete or vinyl treads.

CONDITION
A representative sampling of the common areas and tenant spaces were surveyed and comments regarding their condition are listed below.

TENANT UNITS OBSERVED		
UNIT #	TENANT NAME	COMMENTS
B108	Foxtelation USA	Occupied. Good condition.
F121	Bath & Body	Occupied. Good condition. Recently renovated.
99X03	At Home	Formerly Sports Authority. Under renovation
A201	Vacant	Vacant. Good condition.
A205	Verizon Wireless	Occupied. Good condition.
B201	Johnny Rockets	Occupied. Good condition.
F224	Lush	Occupied. Good condition.
F221	Vacant	Vacant. Good condition.
B115	BC Surf and Sport	Occupied. Good condition.
B112	Carhartt	Occupied. Good condition.

The retail spaces, storage areas, and offices are in good condition and the common areas are in good condition, however, cracked concrete and floor tile were observed at the mall entries. According to the General Manager, partial common area refurbishment is anticipated for 2016. The planned common area refurbishment includes interior lighting, bathroom remodeling, door replacement, and improvements to the closed circuit television system. These total an approximate cost of \$114,655. (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.) Immediate Repairs are recommended to perform this planned work. Based on the average effective useful life, common area refurbishment is anticipated during the analysis term, however, this is reportedly carried elsewhere in underwriting.

Discussions with the owner's representative indicate that, according to the tenant's lease terms, the tenants are responsible for interior repairs, refurbishment, and renovations. New tenant refurbishment is not calculated in this Report as reserves for this work are typically carried elsewhere during underwriting.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- Perform planned common area refurbishment

 Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

3.8 SUSPECT MOLD AND MOISTURE

Interior areas of the Subject Property buildings to which access was provided, and in which building elements were readily observable, were reviewed for the presence of moisture and visible or olfactory evidence of microbial development (suspect mold). No observations were conducted within concealed locations (construction elements behind wall and ceiling finishes, and other building components, etc.).

No sampling or testing was performed to confirm the presence of invisible airborne microbial elements. In addition to EBI's observation efforts, property personnel did not indicate the presence of moisture or suspect mold during the survey or in EBI's Pre-Survey Questionnaire.

Representative Subject Property observations and interviews revealed no obvious visual or olfactory indications of the presence of active moisture or suspect mold.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

 Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

4.0 BUILDING SYSTEMS

4.1 BUILDING PLUMBING

DESCRIPTION
The observed supply piping is copper and the waste lines were observed to be PVC and cast iron. The plumbing fixtures are vitreous china with chrome fixtures.

Individual, electric water heaters, 20 to 40-gallons in size, are located at each set of men's and women's bathroom locations at the Subject Property. Tenant owned and maintained electric and gas-fired water heaters are located within the tenant spaces throughout the building.

Sewage ejector pits with dual pumps are located in the basement area. Welded and threaded black iron pipe is used for gas piping throughout the Subject Property.

CONDITION
There were no reported or observed problems with the plumbing system components, operation or capacities. Discussions with the owner's representative indicate that, according to the Subject Property lease terms, the owner is responsible for common area interior plumbing repairs and replacement and the tenants are responsible for their own interior plumbing repairs and replacement.

According to the General Manager, plumbing refurbishments and wastewater pumping equipment replacement is anticipated for 2016 at an approximate cost of \$27,686 (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.) Immediate Repairs are recommended to perform this planned work.

The water heaters vary in age, and based on their average, effective useful life and current condition, replacement of the water heaters is recommended during the analysis term as part of routine maintenance operations due to their low cost.

The bathroom finishes and fixtures observed appeared to be in good condition and in working order.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- Perform planned plumbing work

 Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

4.2 HVAC

DESCRIPTION
The Subject Property is heated and cooled by the following approximate count and size of units:

SUBJECT PROPERTY HVAC UNITS					
COMMON AREAS	NO. OF UNITS	MANUFACTURER	APPROX. TONNAGE	APPROX. AGE	TYPE AND COMMENTS
Lobbies, Corridors, Offices, etc.	109	Carrier	3-80 (total of 1922.5)	1 to 26	Roof top units Split-system units

SUBJECT PROPERTY HVAC UNITS					
COMMON AREAS	NO. OF UNITS	MANUFACTURER	APPROX. TONNAGE	APPROX. AGE	TYPE AND COMMENTS
	70	Omark Dayton	NA	7-26	Electric unit heaters
Retail and Restaurant	162	Goodman, Trane Carrier	3-15 (total of 1,219)	2-26	Roof top units and Split-system units

CONDITION
There were no reported or observed problems with the HVAC system sizes or operation. The observed mechanical equipment appears to be in good to fair condition and appears to be well maintained.

The heating and cooling components range in age from one to 26 years old with much of common area rooftop equipment observed being 26 years old. The average effective useful life of HVAC units of this size and type is 14 to 18 years for units up to 20 tons and 20+ years for larger units, depending upon their location, maintenance and use type. The average effective useful life of condensing units of this size and type is 15 years and 30 years for the air handlers with electric heat. Based on their average effective useful life, current condition and reported maintenance program, Replacement Reserves for partial ongoing replacement of the common area HVAC units are recommended during the analysis term.

According to the General Manager, partial HVAC replacements are anticipated for 2016 at an approximate cost of \$179,139. Immediate Repairs are recommended to perform this planned work.

The site contact indicated that the HVAC equipment is maintained under a service agreement. The site contact also indicated that the tenants are required to maintain their HVAC equipment under a service agreement.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- Perform planned HVAC work

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- Partial HVAC unit replacement

4.3 BUILDING ELECTRICAL

DESCRIPTION
The incoming services are rated as nine, 4,000 Amp, three phase, four wire, 277/480 Volt mains and one, 2,000 Amp, three phase, four wire, 277/480 Volt main, feeding circuit breaker panels for each tenant space. The MDPs are located in electric rooms spread out throughout the building. Each tenant space has a separate 120/208 or 120/240 Volt entrance, rated from 100 to 1,000 Amps, fed off the main service.

A 350 kW, diesel fueled emergency generator serves the Subject Property. The diesel fuel is stored in a remote aboveground, 275 gallon, storage tank located adjacent to the emergency generator. The property also contains an energy management system that controls the property lighting and HVAC systems.

The Subject Property reportedly has copper branch and aluminum main run wiring and standard electrical devices, switches, and fixtures consistent with the Subject Property use type. GFCI fixtures were observed in the kitchens and bathrooms during the survey.

CONDITION
There were no reported or observed problems with the electrical system sizes or capacities. This utility appears to be configured and operated in a manner consistent with its intended use, and adequate for the use type.

The emergency generator appears to be in good condition.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

4.4 BUILDING & SITE FIRE & LIFE SAFETY

DESCRIPTION
Observed fire and life safety systems serving the building includes a multiple zone fire alarm control panel, an auto-dialer reportedly tying the system to the fire department and a 24 hour monitoring service, hardwired with battery backup smoke and heat detectors, pull stations, illuminated exit lights, emergency lighting units, horn/light annunciators, fire extinguishers, and full coverage/wet and dry pipe sprinkler systems with check valves and tamper and flow switches.

An electric 750 gallon per minute fire pump augments the sprinkler systems. Standpipes with hose connections are located in the stair towers and on the roof. The stairs, atriums and tenant spaces are provided with emergency fans to control smoke via pressurization and smoke evacuation. Fire department connections are located on the exterior of the building. Fire hydrants are located throughout the property and along the adjacent municipal right-of-way. A chemical fire suppression system protects the restaurant kitchen hoods.

CONDITION
There were no reported or observed problems with the life safety system sizes or configuration. The fire alarm control panel and alarm system is reportedly tested annually and appears to be in good condition. The sprinkler systems and fire pump are reportedly tested quarterly and appear to be in good condition. Test reports for the sprinkler and fire alarm systems were requested but have not been received, however, this should be included in the planned work to the fire alarm control panels.

The fire alarm control panel is 27 years old and appears to be in good condition. According to the General Manager, upgrades to the fire alarm system are anticipated for 2016 at an approximate cost of \$81,700 (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.) Immediate Repairs are recommended to perform this planned work.

The fire pump is 27 years old and appears to be in good condition.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- Perform planned work to fire alarm system

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

4.5 ELEVATORS

DESCRIPTION
The Subject Property has seven 4,000 pound capacity, overhead-traction passenger elevators, two 2,500-pound capacity, hydraulic service elevators, and five 4,000 pound capacity, overhead-traction freight elevators. The passenger elevator cabs are finished with ceramic tile flooring and glass walls. Four of the overhead traction elevators are located within the center tower/atrium and overlook the center of the mall.

Some of the larger anchor store tenant spaces contain hydraulic elevators.

The Subject Property also contains 22 escalators spread out throughout the mall.

CONDITION
The elevators were reported, and appear, to be in good condition overall. The elevators are covered under an annual maintenance and service agreement that includes monthly inspections, repairs, and limited parts replacement. The inspection certificates were posted and are current.

According to the General Manager, upgrades to elevators and escalators are anticipated for 2016 at an approximate cost of \$58,442 (Refer to the "2010 – 2016 Summary of Capital Expenditures" located in the Appendix.) Immediate Repairs are recommended to perform this planned work.

The tenant owned and maintained elevators appear to be in good condition.

The escalators appear to be in good condition with no major issues reported.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- Perform planned elevator and escalator work

Please see Table 2 – Replacement Reserves for the recommended items listed below:

- None

5.0 MATERIAL CODE VIOLATIONS

5.1 BUILDING DEPARTMENT

DESCRIPTION
The City of Syracuse Division of Code Enforcement was consulted for open material violations, and to obtain, readily available, reasonably ascertainable and publicly viewable documents regarding the Subject Property.

CONCLUSION
This municipality no longer allows public access to department files for research purposes. Requests must be submitted via a written Request for Information (RFI). The document retrieval time is estimated at ten business days, but could be longer depending on workload and municipal response time. EBI has submitted a RFI for potential outstanding violations on file for the Subject Property. No response has been received as of this Report. If a RFI response showing a material violation is provided to EBI, EBI will forward that notice under separate cover. If no response is received or no material violations are noted, EBI's Report will not be modified.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

5.2 FIRE DEPARTMENT

DESCRIPTION
The local fire department was consulted for open material violations.

CONCLUSION
This municipality provides responses to file inquiries for research purposes. The response time varies on municipal workload. EBI has submitted an inquiry for potential outstanding violations on file for the Subject Property. No response has been received as of this Report. If a response showing a material violation is provided to EBI, EBI will forward that notice under separate cover. If no response is received or no material violations are noted, EBI's Report will not be modified.

RECOMMENDATIONS
Please see Table 1 – Immediate Repairs for the recommended items listed below:

- None

6.0 REFERENCES

6.1 REFERENCES CONTACTED

DESCRIPTION
A number of sources were contacted during the preparation of this Report. The following individuals were interviewed, and state, county, or local municipal departments consulted. Documentation applicable to the Subject Property in those departments was requested and reviewed when and where available and/or reasonably ascertainable.

PROPERTY CONDITION REPORT REFERENCES				
ORGANIZATION OR OFFICE	CONTACT AND POSITION / TITLE	INFORMATION REQUESTED	PHONE NUMBER AND WEB ADDRESS	DATE
City of Syracuse Division of Code Enforcement	Mr. Ken Towsley	Code compliance & violations, Certificates of Occupancy	315.448.8695	08/04/16
City of Syracuse Department of Planning and Sustainability	Online	Zoning information	315.448.8640 http://www.syracuse.ny.us/Zoning.aspx?itemset=9050624	07/27/16
City of Syracuse Department of Assessment	Online	Property ownership & site information	315.448.8280, http://ocfintax.org.gov/ev/imateSyr/search.aspx	07/27/16
City of Syracuse Fire Prevention Bureau	Deputy Chief Cavuto	Fire history & code violations	315.448.4777	08/04/16
Destiny USA	Mr. Davis, General Manager	Property information and site access	315.263.9770	07/28/16
Destiny USA	Mr. Brandon Munger, Operations Director	Property information and site access	315.374.2723	07/28/16

7.0 IMMEDIATE REPAIRS AND REPLACEMENT RESERVES

The cost estimates shown on the tables are based on data obtained from the Owner for items already planned, quotes from contractors, EBI's in-house estimating database and EBI's experience with costs and estimates for similar issues, property and building types, city cost indexes, and assumptions regarding future economic conditions. These projected costs are augmented by cost estimate reports documents such as the National Construction Estimator, R. S. Means Building Construction Cost Data, or R. S. Means Facilities Maintenance and Repair Cost Data, and Marshall Valuation Service publications.

7.1 TABLE 1 - IMMEDIATE REPAIRS

Each of the Immediate Repair items noted during the survey is listed in Table 1 - Immediate Repairs, and is compiled on the Executive Summary - Immediate Repairs and Replacement Reserves table. Items are grouped and cross-referenced by Report section. Immediate Repairs as may be identified during the survey are typically limited to life, safety, health, building code violation, or building / property stabilization issues observed at a Subject Property, and are typically expected to be addressed within one year.

7.2 TABLE 2 - REPLACEMENT RESERVES

Each of the Replacement Reserve items noted during the survey is listed in Table 2 - Replacement Reserves, and compiled on the Executive Summary - Immediate Repairs and Replacement Reserves table. Items are grouped and cross-referenced by Report section. Routine operational or customary annual maintenance items are not reported or included in this Report.

TABLE 1 - IMMEDIATE REPAIRS

SECTION NUMBER	SECTION NAME	DESCRIPTION	QUANTITY	UNIT COST	ESTIMATED AMOUNT	COMMENTS OR ADDITIONAL INFORMATION
3.1	Roof	REPAIR/REPLACE ROOFING				
3.1.1	Roof	REPAIR/REPLACE ROOFING				
3.1.2	Roof	REPAIR/REPLACE ROOFING				
3.1.3	Roof	REPAIR/REPLACE ROOFING				
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3.1.97	Roof	REPAIR/REPLACE ROOFING				
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3.1.99	Roof	REPAIR/REPLACE ROOFING				
3.1.100	Roof	REPAIR/REPLACE ROOFING				

TABLE 2 - REPLACEMENT RESERVES

SECTION NUMBER	SECTION NAME	DESCRIPTION	QUANTITY	UNIT COST	ESTIMATED AMOUNT	COMMENTS OR ADDITIONAL INFORMATION
3.1	Roof	REPAIR/REPLACE ROOFING				
3.1.1	Roof	REPAIR/REPLACE ROOFING				
3.1.2	Roof	REPAIR/REPLACE ROOFING				
3.1.3	Roof	REPAIR/REPLACE ROOFING				
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3.1.65	Roof	REPAIR/REPLACE ROOFING				
3.1.66	Roof	REPAIR/REPLACE ROOFING				

**APPENDIX A
PHOTOGRAPHS**



1. Main Carousel Mall entry, west façade.



2. J. C. Penney Entry, northeast façade.



3. Macy's entry, northeast façade.



4. Mall entry.



5. Mall west façade.



6. West façade at former Sports Authority.



7. Lord and Taylor store and southwest mall entry.



8. Potholes and deteriorating parking area asphalt paving.



9. Cracked and alligatored pavement.



10. HC parking, no van signs installed.



11. Bus and train station on west side of property.



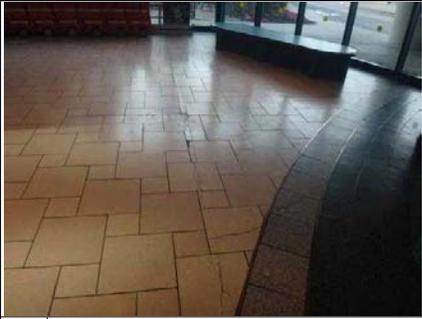
12. Façade precast panels and control joint.



13. Tower at center of mall.



14. Corner of tower at center of mall.



15. Minor slab cracks at mall entry.



16. Basement parking area.



17. Recently replaced roof area.



18. Teflon-coated fiberglass fabric roof area.



19. Older EPDM roof area.



20. Older EPDM roof area, slated for 2016 replacement.



21. Ballasted EPDM roof over Macy's store.



22. Atrium at center of building.



23. Atrium area and escalator.



24. Observation deck level of center atrium tower.



25. Common area toilet room.



26. Common area toilet room (No ADA ambulatory toilet stall).



27. Mall promenade area.



28. Mall tenant storefront.



29. Mall tenant retail area.



30. Former Sports Authority space under renovation for future At Home store.



31. Mall promenade.



32. Common area older rooftop condensing unit.



33. Rooftop common area packaged HVAC unit.



34. Emergency generator.



35. Sewage pumping station in basement parking area.



36. Emergency smoke evacuation fan unit.



37. Fire control center.



38. Fire alarm control panel.



39. Sprinkler system control valves and electric fire pump.



40. Fire department standpipe connections.



41. Atrium traction elevator machinery.



42. Hydraulic service elevator machinery.



43. Passenger elevator controls.



44. Escalator from lower level to first floor.

APPENDIX B
FIGURES, DRAWINGS AND PLANS

FloodInsights Report For:
9090 DESTINY USA DR, SYRACUSE, NY 13290

Geocoding Accuracy: S5 (Very Accurate) - single valid address match, point located at an interpolated position along street line segment
Original Input Address: 9090 DESTINY USA DR, SYRACUSE, NY 13290

Flood Zone Determinations (Non-Guaranteed)

SFHA Within 250 feet of multiple flood zones?

Out Yes

The property is located close to multiple zones. Further analysis may be required to determine the exact placement and proper zone.

Map Number

3605950001D

Community	Community Name	Zone	Panel	Panel Dte	COBRA
360595	SYRACUSE, CITY OF	C	0001D	May 03, 1982	COBRA_OUT

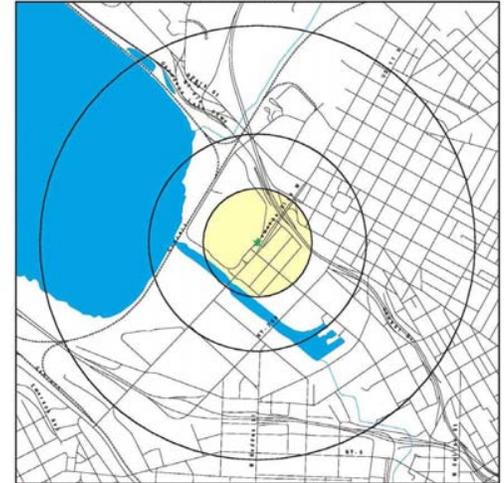
FIPS CensusTract

36067 0001.00



FloodMap Legend
Flood Zones
Areas inundated by 100-year flooding
Areas outside of the 100 and 500-year floodplains
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding with velocity hazard
Floodway areas
Floodway areas with velocity hazard
Areas of unpermitted but possible flood hazards
Areas of unpermitted or unpermitted FEMA
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OVERVIEW MAP - 04679424.2R



<ul style="list-style-type: none"> Target Property Sites at elevations higher than or equal to the target property Sites at elevations lower than the target property Manufactured Gas Plants National Priority List Sites Dept. Defense Sites 	<ul style="list-style-type: none"> Indian Reservations BIA Power transmission lines Pipelines 100-year flood zone 500-year flood zone National Wetland Inventory State Wetlands
--	--

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Carousel Mall ADDRESS: 9090 Destiny USA Drive Syracuse, NY 13290 LAT/LONG: 43.057673 / 76.170439	CLIENT: EMI/EBusiness, Inc. CONTACT: Production Manager REQUEST #: 04679424.2R DATE: July 21, 2016 1:29 pm
--	---

Figure 1 - Location Map

PN: 1116003869



This Report is the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. The Customer uses of this Report is subject to the terms agreed to by that Customer when accessing the online. No warranty is made as to the quality of the data or the accuracy of the information provided in this report. The customer agrees to hold EBI Consulting, Inc. harmless from any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be incurred by the customer or any third party for any use or misuse of this Report. THE USER OF THIS REPORT AGREES TO HOLD EBI CONSULTING, INC. HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT MAY BE INCURRED BY THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE OR MISUSE OF THIS REPORT.

OVERVIEW MAP - 04679424.2R



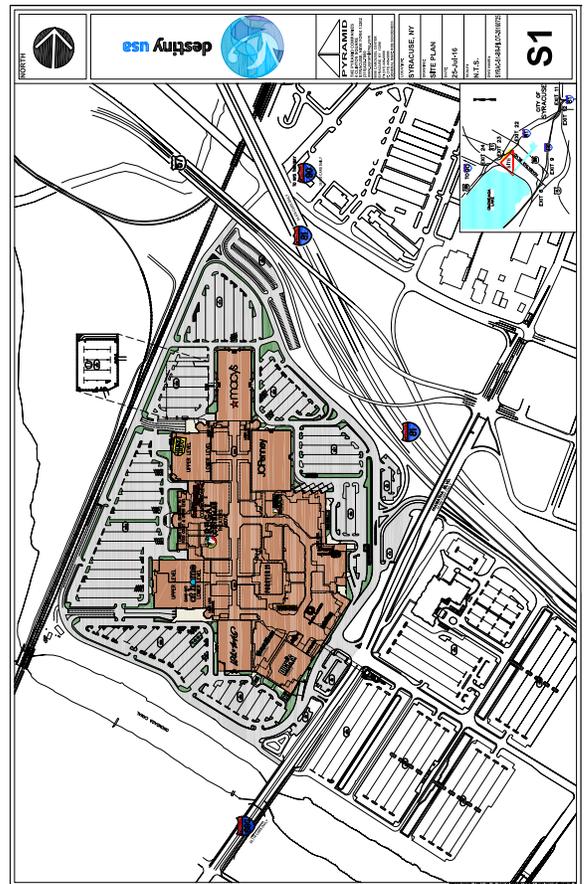
<ul style="list-style-type: none"> Target Property Sites at elevations higher than or equal to the target property Sites at elevations lower than the target property Manufactured Gas Plants National Priority List Sites Dept. Defense Sites 	<ul style="list-style-type: none"> Indian Reservations BIA Power transmission lines Pipelines 100-year flood zone 500-year flood zone National Wetland Inventory State Wetlands
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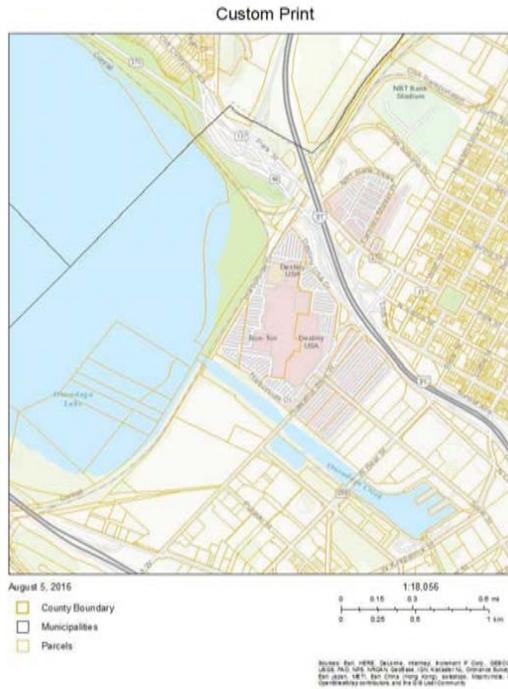
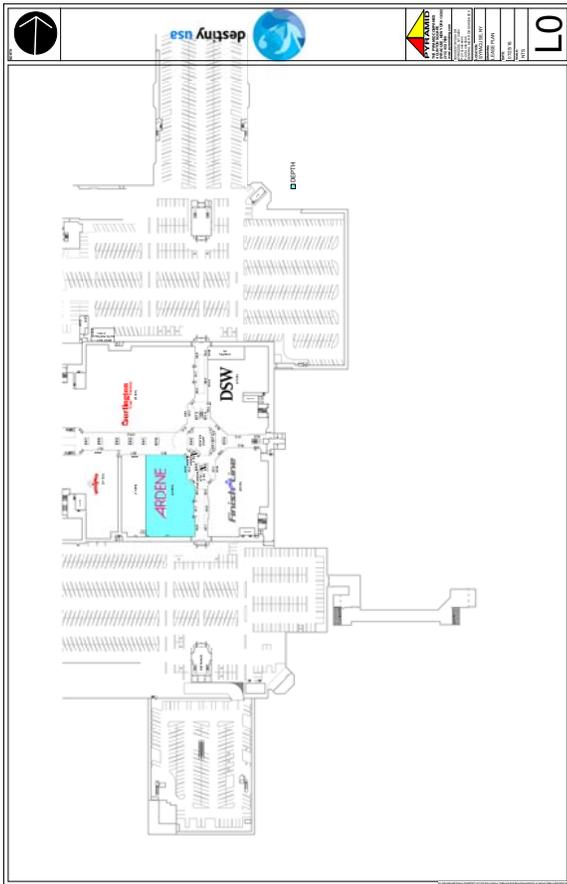
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SITE NAME: Carousel Mall ADDRESS: 9090 Destiny USA Drive Syracuse, NY 13290 LAT/LONG: 43.057673 / 76.170439	CLIENT: EMI/EBusiness, Inc. CONTACT: Production Manager REQUEST #: 04679424.2R DATE: July 21, 2016 1:29 pm
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Figure 2 - USGS Quad Location Map

PN: 1116003869





8/5/2016

Property Condition Report
EBI Project #1116003869

Carousel Mall
9090 Destiny USA Drive, Syracuse, NY

APPENDIX C
OTHER RELEVANT DOCUMENTS

MODIFIED ACCESSIBILITY COMPLIANCE CHECKLIST AND COSTS

Item No.	Item Description	Yes	No	Not Applicable	Comments/Dependencies	Quantity	Unit Price	Units	Total Cost
1	Are all program and public entrances ADA accessible?	✓			Comments/Dependencies				
2	Are all program and public entrances ADA accessible?	✓			Comments/Dependencies				
3	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
4	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
5	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
6	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
7	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
8	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
9	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
10	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
11	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
12	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
13	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
14	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
15	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
16	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
17	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
18	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
19	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
20	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
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22	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
23	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
24	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
25	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
26	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
27	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
28	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
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30	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
31	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
32	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
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34	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
35	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
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37	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
38	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
39	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
40	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
41	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
42	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
43	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
44	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
45	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
46	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
47	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
48	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
49	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				
50	Do all program and public entrances have accessible paths?	✓			Comments/Dependencies				

Item	Description	2010		2011		2012		2013		2014		2015		2016		Total Cost
		Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual			
1	Carroll Center Company LP															
2	Bathroom Remodel/Repairs	\$ -	\$ -	\$ 578,400	\$ 4,291	\$ -	\$ -	\$ 6,424	\$ -	\$ 25,500						
3	BMS Equipment Repair/Replace	20,000	-	-	70,545	-	-	-	-	-	-	-	-	-	-	-
4	Bus Drivers Lounge	25,000	-	48,989	46,482	34,353	25,080	56,320								
5	Communications	65,000	-	71,237	103,594	1,305										
6	Door Replacement	53,000	-	29,440	132,867	265,764	25,842	9,600								
7	Elevator / Escalator Equipment	-	30,000	40,824	14,943	15,862	-	-								
8	Fire Alarm System	-	-	5,447	11,738	6,749	51,493	81,700								
9	HVAC RTU Replacements	8,400	-	181,536	27,435	237,761	141,869	179,139								
10	Int/Ext Lighting	-	-	-	35,718	-	-	-								
11	Masonry	16,661	-	16,939	14,881	20,925	55,075	28,441								
12	Misc Repairs	-	-	34,350	-	-	-	-								
13	Mobile App Development	-	-	224,774	198,730	295,884	475,237	554,420								
14	Parking Lot / Deck / Garage	-	-	-	-	3,670	23,139	27,686								
15	Plumbing/WWTYP	-	20,000	-	-	-	-	-								
16	Re-Wire Emergency Generator	351,772	-	245,135	5,900	8,840	389,372	373,172								
17	Roofing Patch & Repair	-	-	-	-	36,457	-	-								
18	Security Office	25,000	-	-	-	-	-	-								
19	Sewer Pump Replacement	-	-	-	-	83,040	-	-								
20	Tower Curtain Replacement	-	-	264,178	64,722	56,007	8,154	40,000								
21	Walk/Carb Repairs	-	-	-	-	-	-	-								
22	SUBTOTAL GENERAL	\$ 564,833	\$ 50,000	\$ 2,076,968	\$ 696,128	\$ 1,164,882	\$ 1,387,190	\$ 1,547,655								
ANCHOR RELATED PROJECTS																
23	Bon Ton	\$ 7,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,976	\$ -							
24	Best Buy	-	7,423	65,193	-	80,124	-	25,547	7,500							
25	Burlington Coat Factory	-	-	-	-	-	-	-	-							
26	H&M	2,410	-	358	-	-	-	-	-							
27	Sports Authority	-	-	7,244	5,609	-	-	-	-							
28	J.C. Penney	2,260	5,562	-	(240)	155,467	4,115	-	-							
29	Regal	1,030	2,160	-	-	-	-	-	34,000							
30	The Sport Authority	-	4,648	767	-	-	-	-	-							
31	Lord & Taylor	-	-	-	-	8,828	4,784	22,300	-							
32	Macy's	4,923	-	-	-	29,632	-	-	-							
33	SUBTOTAL ANCHOR PROJECTS	\$ 18,056	\$ 19,793	\$ 73,562	\$ 5,369	\$ 274,051	\$ 36,422	\$ 63,800								
34	SUBTOTAL MAINTENANCE CAP EX	\$ 582,889	\$ 69,793	\$ 2,150,530	\$ 701,497	\$ 1,438,933	\$ 1,423,612	\$ 1,611,455								
CENTER ENHANCEMENTS																
35	Painting (Interior & Exterior)	\$ -	\$ -	\$ 709,047	\$ 26,719	\$ 5,416	\$ -	\$ -								
36	Floor / Tile Replacement	-	-	23,130	8,629	9,217	-	-								
37	Furniture / Finishes	-	7,237	5,578	280,120	210,094	-	-								
38	Int/Ext Lighting	-	-	12,529	12,252	655,213	114,092	-								
39	Landscaping	-	-	-	46,984	24,951	-	-								
40	Signage	-	-	-	5,788	24,875	27,710	-								
41	SUBTOTAL CENTER ENHANCEMENTS	\$ -	\$ 7,237	\$ 750,463	\$ 378,494	\$ 930,268	\$ 141,802	\$ -								
42	TOTAL	\$ 582,889	\$ 77,030	\$ 2,906,994	\$ 1,079,990	\$ 2,369,201	\$ 1,565,414	\$ 1,611,455								

CAROUSEL CENTER COMPANY LP
2010 - 2016 SUMMARY OF CAPITAL EXPENDITURES

CAROUSEL CENTER
TENANT LISTING

Tenant Name	Unit	SqFt
Abercrombie & Fitch	F118	10,382
aerie	A106	4,252
Aeropostale	F122	3,844
Aldo	F107	1,699
American Eagle Outfitters	F107	10,759
AmeriCU Credit Union	K205A	10
AnnTaylor	C203	6,521
Loft	A202	5,500
Apple	C205	9,221
Arby's	FC09	638
AT&T Mobility	B106	2,500
Auntie Anne's	E201	726
Auntie Anne's	E202A, K10	350
Banana Republic	F219	7,673
Bare Escentuals	F205	1,563
Bath & Body Works (exp)	F121	5,221
BC Surf & Sport	B115	7,790
Beauty Plus Salon	C108	3,071
Best Buy Mobile	E106	1,225
Body by Pagoda	K103	269
Boston Market	FC10	898
Brookstone	C105	3,519
Buckle	B105	4,884
Build-A-Bear Workshop	F211	2,966
BV Nails & Spa	D106	1,912
Cajun Cafe & Grill	FC05	727
Cashart	B112	5,242
Carmel Corn	A110	725
Champs	D103	6,200
Charley's Philly Steak	FC13	649
Charlotte Russe	B202	6,571
Chicken Now	FC04	581
China Express	FC12	649
Claire's	E203	1,257
Clarks	C206	2,443
Cold Stone Creamery	E202	1,210
Dakota Watch Company	K106	158
Disney Store	F113	4,068
Dunkin Donuts	E101	896
Eastern Mountain Sports	A107	8,904
Express	B103	8,000
Famous Footwear	D102	4,701
Foot Locker	C104	6,376
Footaction USA (relo exp)	B108	4,526
Flormar	F124	835
Francesca's Collections	F206	1,359
GameStop	A105	1,720
Garage	B103	3,500
General Nutrition Center	E206	1,403
Gertrude Hawk Chocolates	D205	1,416
Gymboree	F111	1,841
Hannoush Jewelers	B209	1,281
Hollister Co.	F215	6,540
Hot Topic	F108	1,478
J. Crew	F226	7,068

**CAROUSEL CENTER
TENANT LISTING**

Tenant Name	Unit	SqFt
J. Jill	F217	3,409
Johnny Rockets	B201	3,055
Journeys	F102	2,689
Journeys Kidz	F104	1,589
Justice	F112	3,274
Key Jewelers	C209	3,318
Kids Foot Locker	F103	2,066
Koto Japanese Steakhouse	FC01	5,602
Kraze Burger (Signed, not yet open)	FC03	1,060
Lady Foot Locker	B108A	2,100
Lane Bryant	C106	7,616
LensCrafters	A107	3,519
Liberty Travel	E209	597
Lids (L/O relocation)	FC02	742
Limited	F120	5,226
Litman Jewelers	F201	1,450
lululemon	F220	3,200
Lush	F224	1,475
Mastercuts	B116	1,051
Matthew's Hallmark Shop	C210	4,503
Microsoft	B207	4,321
Motherhood Maternity	F106	1,575
Mr. Smoothie	FCS3, K202	249
Nail Trix	D206	1,300
New York & Company	F117	9,306
Oakley	B102	2,200
PAC SUN	E102	4,000
Pandora	E207	1,022
Panera Bread	B109	4,000
Papaya	C103	6,749
Papyrus	G208	1,388
Paramount	ATM8, K01	30
Payless ShoeSource	D203	3,126
Perfumania	F208	1,112
Piercing Pagoda Plus	K107	160
Pink	F110	6,157
Popeye's Louisiana Kitchen	FC11	649
Pottery Barn	3203, G203	11,213
Regis Salon	E208	1,565
Ruby Tuesday	B110	4,573
Sbarro the Italian Eatery	FC06	805
Sleep Number	C208	2,545
Sephora	B205	5,200
Sharenell	K114	10
Soma Intimates	G205	2,434
Spencer Gifts	E103	2,000
Sprint (relo exp)	B210	1,020
Sprint Store By Nexgen Wireless	A101	1,264
Starbucks (L/O expansion)	FC07	1,835
Street Game	D204	2,492
Subway	B212	967

**CAROUSEL CENTER
TENANT LISTING**

Tenant Name	Unit	SqFt
Sunglass Hut	C207	670
Swarovski	C202	1,044
Taco Bell	FC14	541
TCBY	K212	200
Teavana	F204, S11	791
The Art of Shaving	F202	1,053
The Children's Place	D201	5,140
The Walking Company	E205	1,272
Things Remembered	F203	1,856
T-Mobile	F105	1,510
T-Mobile	K224	150
Uno Chicago Grill	FC15	7,055
Vans	F212	3,249
Verizon Wireless	A205	5,000
Victoria's Secret	C101	12,636
Vitamin World	D202	810
Wet Seal	F210	3,525
White House/Black Market	F218	2,500
Williams Sonoma	F222, S1B	5,060
Yankee Candle	F207	1,236
Zales Jewelers	F101	1,732
Zumiez	E105	3,161
Total Mall Shop		392,736
Against All Odds	A002	21,722
DSW	A003	21,350
Finish Line	A004	23,550
H&M	G105	19,157
Total Majors		85,779
Regal Carousel Mall 17	T101	76,000
Total Cinemas		76,000
Forever 21	01L1, 99X0	60,950
Burlington Coat Factory	A001	61,309
Best Buy	99X06A	50,000
At Home (Signed, not yet open)	99X03	98,464
Lord & Taylor	08L1, 99X0	100,000
J.C. Penney	05L1, 99X0	158,590
Macy's	04L1, 99X0	170,000
Total Anchors		689,313
Total Center		1,243,828

Available Spaces

**CAROUSEL CENTER
TENANT LISTING**

Tenant Name	Unit	SqFt
A006		10,295
A008		2,500
A010		20,000
A109A		8,708
B101		2,560
B102A		900
B105		1,445
B109A		1,851
B111		2,667
D105		5,145
F105A		404
F112A		137
F120A		137
G106		1,740
G106A		1,887
X107		33,965
X108		25,670
A201		4,412
A203		1,171
A206		2,451
A208		4,844
BS1		155
B206		10,970
B213A		121
B215		829
C04A		100
C204		3,800
C204A		499
C205A		161
C205B		230
C208A		488
E204		1,200
F220		705
F221		2,255
FCS1		282
FCS2		199
FC02		2,827
G207		3,946
G209		2,382
X206		19,156
99X02		80,000
		263,224
Total Center		1,507,052



August 4, 2016

To: Division of Code Enforcement
Ken Towsley, Director of Code Enforcement
201 East Washington St.
City Hall Commons Room 301
Syracuse, New York 13202
Fax: (315) 448-8764

Re: Carousel and Destiny USA Malls
9090 Destiny USA Drive
Syracuse, NY

EBI Project No: 1116003869 and 1116003870

Project Manager: Keith Habermem, PE, AIA

To Whom It May Concern:

EBI is an environmental consulting firm acting pursuant to the request of the owners of the above-referenced property to conduct an investigation of current and historical conditions that could potentially impact the environmental condition of the property. Through the Freedom of Information Act (FOIA), we request any available information on file which is related to potential environmental issues concerning the above-referenced property. Specifically, we request your assistance by providing us with information concerning existing or historical conditions for the above-referenced property, including:

- 1) Does the Building Department conduct routine inspections at the property? If yes, what is the frequency?
- 2) What is the date of last Building Department inspection?
- 3) Are there any OUTSTANDING Building code violations? If Yes, Please provide documentation describing the violation(s)
- 4) Is a copy of the original C of O or original Building Permit available to be faxed or emailed to us?

Responses may be faxed directly to our office at (856) 854-4540, emailed to khabermem@verisk.com or mailed to our office:

EBI
Attn: Keith Habermem
829 Maple Avenue
Collingswood, NJ 08108

Please note the EBI Project Number on all correspondence. If you need additional information to complete this request, please contact me at (856)-397-1379. Thank you for your prompt attention to this matter.

Sincerely,

Keith Habermem, PE, AIA
EBI Consulting



August 4, 2016

To: Fire Prevention Bureau
Syracuse Fire Department
City Hall Commons,
201 E Washington St, Suite 200,
Syracuse, NY 13202

Re: Carousel and Destiny USA Malls
9090 Destiny USA Drive
Syracuse, NY

EBI Project No: 1116003869 and 1116003870 Project Manager: Keith Haberern PE, AIA

To Whom It May Concern:

EBI is an environmental consulting firm acting pursuant to the request of the owners of the above-referenced property to conduct an investigation of current and historical conditions which could potentially impact the environmental condition of the property. Through the Freedom of Information Act (FOIA), we request any available information on file which is related to potential environmental issues concerning the above-referenced property. Specifically, we request your assistance by providing us with information concerning existing or historical conditions for the above-referenced property, including:

- 1) Does the Fire Department conduct routine life-safety inspections at the property? If yes, what is the frequency?
- 2) What is the date of last Fire Department inspection?
- 3) Are there any OUTSTANDING Fire code violations? If Yes, please provide documentation describing the violation(s)

Responses may be emailed to khaberern@verisk.com or mailed to our office:

EBI
Attn: Keith Haberern PE, AIA
829 Maple Avenue
Collingswood, NJ 08108

Please note the EBI Project Number on all correspondence. If you need additional information to complete this request, please contact me at (856)397-1379. Thank you for your prompt attention to this matter.

Sincerely,

Keith Haberern PE, AIA
EBI Consulting

Freedom of Information Act (FOIA)



Property Description Report For: 1 Destiny USA Dr,
Municipality of City of Syracuse

No Photo Available

Status:	Active
Roll Section:	Wholly Exem
Swis:	311500
Tax Map ID #:	114-02-05.6
Property #:	0221009999
Property Class:	451 - Reg shop ctr
Site:	COM 1
In Ag. District:	No
Site Property Class:	451 - Reg shop ctr
Zoning Code:	023
Neighborhood Code:	15930
School District:	Syracuse
Total Assessment:	2016 - \$318,640,000
Total Acreage/Size:	682 x 2732.14
Land Assessment:	2016 - \$11,607,000
Full Market Value:	2016 - \$395,826,087
Equalization Rate:	----
Deed Book:	2664
Grid East:	609498
Property Desc:	
Deed Page:	325
Grid North:	1118711

Owners

Syr Indstri Devl Agency
Clinton Exchange
4 Clinton Sq
Syracuse NY 13202

Sales

No Sales Information Available

Utilities

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

Inventory

Overall Eff Year Built:	0	Overall Condition:	Excellent
Overall Grade:	Excellent	Overall Desirability:	5

Buildings

8/4/2016

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	10	Partial fin	1990	Normal	Above Average	847042	6
100	100	100	4	Unfinished	1990	Normal	Above Average	64080	2
100	100	100	6	Unfinished	1990	Normal	Above Average	185495	2
100	100	100	4	Unfinished	1990	Normal	Above Average	124320	2
100	100	100	8	Unfinished	1990	Normal	Above Average	178904	2
100	100	100	4	Unfinished	1990	Normal	Above Average	194788	2
100	100	100	2	Unfinished	1993	Normal	Above Average	118008	2
100	100	100	6	Unfinished	1990	Normal	Above Average	185495	2.00
100	100	100	4	Unfinished	1990	Normal	Above Average	124320	2.00
100	100	100	8	Unfinished	1990	Normal	Above Average	178904	2.00
100	100	100	4	Unfinished	1990	Normal	Above Average	194788	2.00
100	100	100	2	Unfinished	1993	Normal	Above Average	118008	2.00

Improvements

Structure	Size	Grade	Condition	Year
Pavng-asphalt	871200 x 4	Average	Normal	1990
Strtk-flourc	60.00 sq ft	Average	Normal	1990

Special Districts for 2016

Description	Units	Percent	Type	Value
FL001-Sweeping	682	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	MU IND AGY	\$318,640,000	0	2001				0

Taxes

Year	Description	Amount
------	-------------	--------

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

assessment.



REGIONAL OFFICE
 TEL: 717-428-0401 FAX: 781-425-3623
 REResearchGroup@ebiconsulting.com

FACSIMILE TRANSMITTAL SHEET

To: **David Aitken** From: **Kim Holland** Date: **August 1, 2016**
 Project Coordinator

Fax number or email address: **DAitken@destinyusa.com** Total number of pages including cover: **6**

Please complete and return: Please Reply
 Email to **REResearchGroup@ebiconsulting.com** Urgent
 Or Fax to **781-425-3623**

Re: Property Condition Report & Environmental Site Assessment Questionnaire for property known as or located at **CAROUSEL MALL**

We have been requested by: **Pyramid Management Group, Inc.** Subject: **To complete an Engineering and Environmental survey of the above mentioned property.** EBI Project #: **1116003869**

1. Please read these instructions and those on the following page carefully.
2. Please assemble this original questionnaire and one copy of pertinent property documents, and forward all information to the site or the site contact for the Engineer and/or Scientist to use during the site visit. This documentation will be included in our reports.
3. Please fill out this questionnaire to the best of your knowledge and email or fax it back to us within three business days.
4. The Engineer and/or Scientist will contact you directly to schedule the site visit.
5. This information is extremely time sensitive and necessary to provide your lender with accurate and timely reports.

EBI Consulting



Please fill out and sign the questionnaire to the best of your knowledge for the Engineer/Scientist's site visit. Email to Kim Holland at **REResearchGroup@ebiconsulting.com** or fax to **781-425-3623** for our return list and leave the original to provide to the Engineer or Scientist.

Subject Property Name: **Carousel Mall** EBI Project #: **1116003869**
 Address: **9090 Destiny USA Drive Syracuse NY**
 Subject Property Owner: **Carousel Center Company, LP** Purchase Date:
 On-Site Property Contact: **Robert Schoenick** Telephone: **(315) 466-6086**
 Fax: **(315) 466-5808** Email: **rschoenick@destinyusa.com**
 Robert Schoenick, General Manager *[Signature]* 7/31/2016
 Your Name and title: _____ Signature: _____ Date: _____

PROPERTY CONDITION REPORT PRE-SURVEY QUESTIONNAIRE

Additional plans and documentation (see page 4) must be forwarded to the site for the Engineer during the survey. For questions not applicable please respond "N/A." Attach additional pages if necessary. This questionnaire and your responses will be included as an exhibit in the Engineer's report. Accurate and full completion is critical to a timely completion of our reports, and timely loan closing.

- LOCAL JURISDICTION INFORMATION**
1. What is the property ID #, Lot and Block, or Township/Range ID #? **0311500-114-02-05.6**
 2. What is the legal Municipality or County that has jurisdiction over the property? **City of Syracuse**
 3. What is the assessors' file ID number and tax file ID number if available? _____

- PROPERTY INFORMATION**
4. What is the size of the subject property lot or lots, in acres? **44,409 acres**
 5. How many parking spaces (incl. HCP parking spaces) are present at the property? **5,189 (includes 133 handicap spaces)**
 6. How many buildings comprise the subject property? **One**
 - a. If the property is a mall or large retail center, please confirm and list ownership of each building. **Carousel Center Company, LP**
 7. What is the gross and net rentable square footage of the building(s)? **1,712,637 gross / 1,510,649 net rentable square feet**
 8. What is the date of construction of the building(s)? When was the building(s) first occupied? **Constructed 1989 - 95 - Carousel Center opened October 15, 1990**
 9. How many tenant spaces or apartments are at the Subject Property? **117 permanent tenants**
 - a. If the property is apartments, please provide a unit and type count by bedroom and square feet. **N/A**
 10. Please list, to the best of your knowledge, any deficiencies or problems with the site, parking area, amenities or utilities. **N/A**
 11. Please list, to the best of your knowledge, any structural, water infiltration, mold, roof, plumbing, HVAC, Fire Alarm or electrical deficiencies or problems. **N/A**

EBI Consulting

Property Condition Report & Environmental Site Assessment Pre-Survey Questionnaire

12. During the last five years, have any major capital improvements been made to the site or building(s)? If so, please explain, with the approximate cost. See documentation on Capital Expenditure history.

Does the property have	Y or N	Does the property have	Y or N
Polybutylene piping	N	Compressed wood or composite board siding	N
Galvanized steel water lines	N	EIFS exterior finishes	Y
ABS sanitary lines	N	Fire Retardant Treated plywood	Y
Aluminum branch wiring	N	Caflou/Excelsior electric heaters installed 1982-99	N
Omega (Central or CSC) brand sprinkler heads	N	GE or Hotpoint dishwashers installed 1983-89	N

13. Please list any deficiencies noted during any Building, Fire or Health Department inspections in the last three years. **None**

14. When were the fire alarm systems and/or sprinkler system (if any) last tested? **Fire alarm annually, sprinkler system quarterly**

15. Please list the following utility providers: **Electricity: National Grid and Constellation New Energy**
 Water: **City of Syracuse and Onondaga County Water Authority**
 Storm Drainage: **Onondaga County**
 Sanitary Sewer: **Onondaga County** Natural Gas or Oil: **National Grid**
 Trash Hauler: **Syracuse Haulers & Waste Management, and**
 Frequency of Pick-ups: **Weekly**

If you are performing or planning any repairs or replacement work to the property that will exceed an aggregate cost of \$2,000 please explain, with the approximate cost.

16. Please list the responsible party for tenant improvements and maintenance of major systems (if applicable). **In-House Maintenance along with Contractors as needed.**

18. Please attach a brief history of the property. This information helps us properly assess, evaluate and understand your property, and will assist in the financial analysis. The information should include:
- The date of approvals and construction, the contractor who built the property
 - History of major capital improvements, repairs, additions or modifications
 - History of fires or violations
 - A list of any ongoing maintenance issues
 - Tenant history, approximate turnover rate

DOCUMENT AND INFORMATION CHECKLIST

Please provide the following information (as much as possible in electronic format) so the Engineer or Scientist can proceed with the survey of the property. Asterisk (*) items are critical to report completion. The documents will become exhibits in the Consultant's report.

A. Plans	B. Municipal Documents	C. Additional Information
<ul style="list-style-type: none"> • ALTA Survey or Site Plan* • Architectural Building Plans* - plans, elevations, wall section, foundation, HVAC & elec. schedules • Reduced scale Site and Building Plans • Extremely critical for properties in Seismically active zones 3 and 4* 	<ul style="list-style-type: none"> • Certificate of Occupancy* • Building Permit* • Façade Inspection compliance* • Copy of tax cards • Copy of violations • B.I NYC Projects 	<ul style="list-style-type: none"> • Capital expense report for 1 to 3 years* • Tenant Rent Roll* • Roof warranty • History of recent improvements • Schedule of Floor Area Measurements

EBI Consulting

Property Condition Report & Environmental Site Assessment Pre-Survey Questionnaire

<p>STRUCTURE PLANS - Seismic Assessments are required for these properties. Structural drawings must be provided at the time of the site visit. If no drawings are provided, the report will be delayed and the Seismic Assessment may be overly conservative.</p>	<ul style="list-style-type: none"> • Department of Building Woburn's? • Environmental Control Board Woburn's? • Local Law 11 Façade Report? 	<ul style="list-style-type: none"> • Gross and Rentable Square Feet • Previous Due Diligence or Building Component Reports, including, but not limited to, façade, roof, mechanical, electrical, elevator, sprinkler, fire alarm or life safety equipment, or pavement. • Copy of most Recent Appraisal
--	--	--

EBI ACCESS REQUIREMENTS

- At the time of the site visit the Consultant is required to gain access to all areas of the property. This includes:
- All building roofs, unless pitched asphalt shingles. This may require you to obtain and provide a ladder.
 - All building basements.
 - All site amenities
 - All building interiors, including as applicable, common areas, lobbies, a representative sampling of offices, retail spaces, manufacturing or assembly areas, or apartments, community rooms, exercise rooms, pool areas, storage rooms, attics and basements, garages.
 - All mechanical, electric, sprinkler, HVAC, utility, service, elevator, storage and equipment rooms

EBI Consulting

ENVIRONMENTAL SITE ASSESSMENT PRE-SURVEY QUESTIONNAIRE

1. Describe the current uses of the property noting tenant names and oil/chemical usage. Shopping Center
2. Describe the past uses of the property noting tenant names and oil/chemical usage. Documented in 2011 and 2014 EBI Phase I report
3. (Y) (N) Has a previous environmental site assessment report been prepared for the property? If yes, for what reason? Can EBI have a copy? Yes - see EBI 2011 and 2014 reports
4. (Y) (N) Has a subsurface investigation (Phase II) ever been conducted on the property, including soil sampling, groundwater sampling, or installation of groundwater monitoring wells? If yes, for what reason? What were the results? Can EBI have a copy of the report? Are there any groundwater monitoring wells currently located on the property? As documented in the 2011 and 2014 reports - there are existing monitoring wells on site.
5. (Y) (N) Has contamination been identified at the Subject Property? Describe the nature of the contamination (i.e., source, media impacted, location, sampling, cleanup activities, regulatory status, etc.). Can EBI have copies of related documentation? As documented in EBI's 2011 and 2014 Phase I reports.
6. (Y) (N) Has a spill or surficial release occurred at the Subject Property? Describe the nature of the spill/surficial release (i.e., source, location, response/cleanup actions, regulatory status, etc.). Can EBI have copies of related documentation? No - Not applicable since January 2011.
7. (Y) (N) Is the Subject Property listed with the USEPA and/or the state environmental regulatory agency as a contaminated site? If yes, please describe. Can EBI have copies of related documentation? As documented in EBI's 2011 and 2014 reports.
8. (Y) (N) Has there ever been previous sampling for Asbestos, Lead-Based Paint, Lead in Water, or Radon? If yes, please describe. Can EBI have copies of related documentation? No.
9. (Y) (N) Has there been any Asbestos or Lead-Based Paint abatement or Radon mitigation conducted at the Subject Property? Are there Asbestos and/or Lead-Based Paint Operations and Maintenance Plans for the Subject Property? If yes, please describe. Can EBI have copies of related documentation? No.
10. (Y) (N) Any known environmental liens, deed restrictions, or use limitations for the Property? If yes, please describe. Can EBI have copies of related documentation? No.
11. (Y) (N) Any permitted or regulated activities (Hazardous waste generator, air) on the Property? If yes, please describe. No.
12. (Y) (N) Are there any transformers or other electrical equipment, which may contain PCBs? If yes, please describe. Where are they? Who owns the transformer(s)? Who services them? No.
13. (Y) (N) Has an industrial or manufacturing operation, gas station, motor repair facility, commercial printing facility, dry cleaners, photo-developing laboratory, junk yard, landfill or waste, treatment, storage, disposal processing or recycling facility ever been located at or adjacent to the property? If yes, please describe. Documented in 2011 and 2014 Phase I reports.
14. (Y) (N) Are there any discarded drums, barrels or containers, construction debris, damaged or discarded automobile or industrial batteries, or pesticides, paints or other chemicals in individual containers or drums of greater than five gallons or fifty gallons in aggregate located on the property? If yes, please describe. No.

- All building perimeters
- All site amenities
- All building interiors, including as applicable, common areas, lobbies, a representative sampling of offices, retail spaces, manufacturing or assembly areas, or apartments, community rooms, exercise rooms, pool areas, storage rooms, attics and basements, garages.
- All mechanical, electric, sprinkler, HVAC, utility, service, elevator, storage and equipment rooms

15. (Y) (N) Have there ever been any waste storage or treatment lagoons, pits, ponds, or surface impoundments on the property? If yes, please describe. No.
16. (Y) (N) Does the property have floor drains not discharging to a sewer? Septic System? If yes, please describe. No.
17. (Y) (N) Are there currently aboveground or underground storage tanks at the property? If yes, complete table:

Type of Tank	Size	Content	Installation Date	Spill/Leak Detection? Y or N
Above or Underground	300 gal.	Diesel Fuel	1990	N
Above or Underground	gal			
Above or Underground	gal			
Above or Underground	gal			

18. Are you aware of any information to indicate that the Subject Property was sold for substantially below its fair market value? If so, please provide an explanation: No.
19. Additional comments and/or pertinent information relevant to this Phase I ESA:

DOCUMENT AND INFORMATION CHECKLIST

Please provide the following information (as much as possible in electronic format) so the Engineer or Scientist can proceed with the survey of the property. Asterisk (*) items are critical to report completion. The documents will become exhibits in the Consultant's report.

A. Plans	B. Municipal Documents	C. Additional Information
<ul style="list-style-type: none"> • ALTA Survey or Site Plan* • Architectural Building Plans* - plans, elevations, wall section, foundation, HVAC & elec. schedules • Reduced scale Site and Building Plans • Extremely critical for properties in Seismically active zones 3 and 4* STRUCTURAL PLANS - Seismic Assessments are required for these properties. Structural drawings must be provided at the time of the site visit. If no drawings are provided, the report will be delayed and the Seismic Assessment may be overly conservative. 	<ul style="list-style-type: none"> • Certificate of Occupancy* • Building Permit* • Façade inspection compliance* • Copy of tax cards • Copy of violations • B I NYC PROJECTS • Department of Building Violations* • Environmental Control Board Violations* • Local Law 22 Façade Reports* 	<ul style="list-style-type: none"> • Capital expense report for 1 to 3 years* • Tenant Rent Roll* • Roof warranty • History of recent improvements • Schedule of Floor Area Measurements - Gross and Rentable Square Feet • Previous Due Diligence or Building Component Reports, including, but not limited to, façade*, roof*, mechanical*, electrical, elevator, sprinkler, fire alarm or life safety equipment, or pavement. • Copy of most Recent Appraisal

EBI ACCESS REQUIREMENTS

At the time of the site visit the Consultant is required to gain access to all areas of the property. This includes:

- All building roofs, unless pitched asphalt shingles. This may require you to obtain and provide a ladder.

**APPENDIX D
PROFESSIONAL QUALIFICATIONS**

SUMMARY OF EXPERIENCE

With over 35 years of combined architectural and related real estate due diligence experience, Howard works with EBI's clients to achieve their specific real estate goals by providing them with an in-depth understanding of their properties and the structures that they include. His ability to comprehend complex properties and the various multiple conditions that they often present comes from his many years of experience in private architectural practice in New York City.

As a Senior Program Director at EBI, Howard holds the following positions:

Co-Manager of EBI's Roof Report Program:

Co-founded in 2008 with David Stewart, RA, Howard designed the unique and proprietary template used for the EBI Roof Report Program, which has been used by real estate owners, property developers, property managers, and real estate investors to obtain a detailed understanding of the roofs of the properties they own or are investigating.

Senior Reviewer of Roof Reports:

Howard is the dedicated Reviewer for all of EBI's Roof Reports, since the program's inception in 2008. He provides post submittal support, as well, so that our clients with questions or that require further understanding of the roofs of their properties get what they need, as quickly as possible.

Management of EBI's BOMA Measurement Program:

Howard started this program at EBI to help provide a variety of our clients with the ability to have their buildings accurately measured, documented in CAD format, and then analyzed in accordance with BOMA measurement standards.

Senior Reviewer of BOMA projects:

Once the field data has been acquired and put into CAD format, Howard reviews the data for accuracy and they prepares it in a presentation format for the client, including the analysis based on BOMA guidelines, and then provides post submittal support for this work.

Senior Reviewer of Property Condition Reports:

Since joining EBI in 2005, Howard as reviewed more than 3,500 Property Condition Reports and worked with our clients on post-draft support so that their needs are met.

Senior Reviewer of Construction Loan Monitoring Reports:

Since joining EBI in 2005, Howard has reviewed hundreds of Construction Loan Monitoring Reports, varying in complexity and scope, providing our lending clients with the benefit of his many years of Construction Administration experience in his role as Reviewer and post draft support role.

Client and Portfolio Manager:

Howard the dedicated reviewer for many of our large clients, and manages portfolios of their work when EBI is requested to perform all of the due diligence reports for them.

Mentor/Trainer for Employees:

As a Senior Director here at EBI, Howard assists with the mentorship and training of all new assessors and reviewers, as well as provide assistance and guidance to all existing staff, when needed.

Additionally, Howard's in-depth knowledge of and expertise in BOMA measurement standards, CAD drafting and 3D modeling/photorealistic rendering capabilities have helped EBI provide a wide array of additional special consulting services to our real estate clients, when and if they are needed.

The foundation for Howard's tenure at EBI came from Howard's own architectural practice, which he ran as a sole proprietor in NYC from 1989 until 2005, providing his clients with the full range of services required for any traditional, NYC based architectural practice, from project inception, up to and including project completion, including, building code research, zoning analysis, preliminary design, construction document production, bid operations, management and analysis, and contract/construction administration, for projects consisting of a wide variety of building types and complexities throughout the greater NY area.

RELEVANT PROJECT EXPERIENCE

Howard's EBI projects have included, to date, individual properties and multi-property portfolios of large, multi-building/multifamily urban and suburban residential properties, hi-rise office buildings, warehouse and industrial complexes, hotels, motels, shopping malls, "strip" style shopping centers, manufactured housing properties, and both commercial and residential cooperative and condominium complexes. These projects have been located in many different types of governing jurisdictions of varying sizes and complexities.

Projects worked on in his private practice ranged in size and complexity from small single family residences and sole proprietorship businesses, to apartment and office buildings and outdoor shopping centers. Typical building types were housing (single family and multiple dwelling), stores (tenant and landlord as clients), banks, offices, industrial buildings, pharmacies, supermarkets, department stores, restaurants, synagogues, manufacturing buildings, and shopping centers.

EDUCATION

City College of NY, School of Architecture – B.S. (arch), 1981
City College of NY, School of Architecture – B. Arch., 1982

DESIGN STATUS

1997 Queens Chamber of Commerce Excellence in Design: Cross County Federal Savings Bank, Queens NY

PROFESSIONAL REGISTRATIONS

Registered Architect - New York, in good standing
National Council of Architectural Registration Boards – Certified, in good standing
Licensed and registered to practice architecture in NY.

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APPENDIX J—ENVIRONMENTAL REPORT

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Phase I Environmental Site Assessment

Carousel Mall
 9090 Destiny USA Mall
 Syracuse, New York

EBI Project No. 1116003869

August 9, 2016



Prepared for:
 Pyramid Management Group, LLC
 4 Clinton Square
 Syracuse, NY 13202



21 B Street
 Burlington, MA 01803
 Tel: (781) 273-2500
 Fax: (781) 273-3311
 www.ebiconsulting.com

August 9, 2016

Mr. Robert Utter
 Pyramid Management Group, LLC
 4 Clinton Square
 Syracuse, NY 13202

**Subject: Phase I Environmental Site Assessment
 Carousel Mall
 9090 Destiny USA Mall, Syracuse, New York
 EBI Project No. 1116003869**

Dear Mr. Utter:

Attached please find our *Phase I Environmental Site Assessment* (the report) for the above-mentioned asset (the Subject Property). During the survey and research, our surveyor met with agents representing the Subject Property, or agents of the owner, and reviewed the Subject Property and its history. The report was completed according to the terms and conditions authorized by you. This report has been completed in general conformance with the ASTM Standard E 1527-05.

Notwithstanding anything herein to the contrary, the Property Condition Assessment and the Environmental Site Assessment are intended to be utilized as part of an Offering Memorandum, which will be used in connection with the Bond offering ("Offering"). Such analysis will be incorporated in an Offering Memorandum which will be used and relied upon by potential investors in connection with the Offering. EBI will consent to such inclusion of the Property Condition Assessment and the Environmental Site Assessment and their findings in the Offering Memorandum subject to EBI's review and approval of the manner in which it is included and referred to and subject to the Standard Terms and Conditions For Third Party Due Diligence Services set forth herein. In addition to the Client, EBI agrees that the Property Condition Assessment and Environmental Site Assessment may be relied upon by Bank of America Merrill Lynch ("BoAML") as underwriter or placement agent of the Bonds, by rating agencies in connection with the rating of the Bonds, by any party required to provide its consent to the Issuance of the Bonds, municipal bond insurance providers, if any that may be solicited to provide an insurance policy in connection with the Bonds or Offering, and by any investor in the Bonds.

There are no intended or unintended third party beneficiaries to this report, except as expressly stated herein.

EBI is an independent contractor, not an employee of either the issuer or the borrower, and its compensation was not based on the findings or recommendations made in the report or on the closing of any business transaction.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Thank you very much for the opportunity to provide environmental consulting services to *Pyramid Management Group, LLC*. Should you have any questions or require additional information, please do contact the undersigned.

Respectfully submitted,
EBI CONSULTING

Andrew Bolland, P.G.
 Author/Senior Scientist

Sean Dunn
 Reviewer/Program Manager
 (617) 715-1868
sdunn@ebiconsulting.com

Elizabeth Casey
 Program Manager

ENVIROBUSINESS, INC. LOCATIONS | ATLANTA, GA | BALTIMORE, MD | BURLINGTON, MA | CHICAGO, IL
 DALLAS, TX | DENVER, CO | HOUSTON, TX | LOS ANGELES, CA | NEW YORK, NY | PHOENIX, AZ | PORTLAND, OR
 SAN FRANCISCO, CA | SEATTLE, WA | YORK, PA

Phase I Environmental Site Assessment
 EBI Project # 1116003869

Carousel Mall
 9090 Destiny USA Mall, Syracuse, New York

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Carousel Mall
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EXECUTIVE SUMMARY

At the request of Pyramid Management Group, LLC, EBI has performed a Phase I Environmental Site Assessment (ESA) of the property located at 9090 Destiny USA Mall in Syracuse, New York, herein referred to as the Subject Property. The main objective of this ESA was to identify recognized environmental conditions in connection with the Subject Property, defined in ASTM Practice E 1527-05 as the presence or likely presence of any hazardous substances or petroleum products that indicate an existing release, a past release, or a material threat of a release. This ESA also includes a preliminary evaluation of certain potential environmental conditions that are outside the scope of ASTM Practice E 1527-05.

The Subject Property includes one irregular-shaped parcel, identified by the Syracuse, New York Assessor's Office as Map 114, Parcel 2, Lot 5.6, totaling approximately 44,409 acres. The Subject Property is currently improved with a six-story shopping mall that operates as the Carousell Mall, with a gross area of approximately 1,712,637± square feet. The building has a full partially finished and unfinished basement. The basement level is referred to as the "commons" with full retail, mechanical spaces, and two underground parking garages occupying the space. The existing improvements were reportedly constructed in 1989-1990, with additions in 1994 and 1998.

At the time of assessment, the Subject Property was occupied by a major retail shopping mall, including one building and a total of 157 commercial / retail tenant spaces. There are currently no manufacturing or industrial operations conducted at the Subject Property. EBI was provided with a copy of the most recent tenant list, which is presented in Appendix C.

Below is the Assessment Summary Table presenting our recommended actions for the Subject Property. EBI's Findings and Opinions are presented in Section 8.0, and recommendations for further action or investigation are presented in Section 9.0.

ASSESSMENT SUMMARY TABLE			
Assessment Component	Section(s)	Recommended Actions	Estimated Cost
Historical Review	4.3	EBI recommends the continued operation, maintenance and monitoring of the active chlorinated solvent and petroleum remediation systems in accordance with NYSDEC requirements until regulatory closure can be achieved.	Action Item
		In the event of future development of Brownfield Site 4, coordination between the NYSDEC and ownership of the Subject Property will be required to establish requirements for the investigation and any required remediation of the Subject Property.	Action Item
Current Occupants / Operations	2.3, 5.0	No Further Action	
Hazardous Substances / Petroleum Products	5.2	No Further Action	
Waste Generation	5.3	No Further Action	
Storage Tanks	5.4	No Further Action	
PCBs	5.5	No Further Action	
Potential Off-site Sources	2.5, 4.1	No Further Action	
Regulatory Agency / Database Review	4.1	No Further Action	
Asbestos Containing Materials	7.1	No Further Action	
Radon	7.2	No Further Action	
Lead-Based Paint	7.3	No Further Action	
Lead in Drinking Water	7.4	No Further Action	

1.0 INTRODUCTION

This report documents the findings, opinions, and conclusions of a Phase I Environmental Site Assessment (ESA) of the property located at 9090 Destiny USA Mall in Syracuse, New York.

1.1 PURPOSE

The purpose of this ESA was to identify recognized environmental conditions and certain environmental conditions outside the scope of ASTM Practice E 1527-05 in connection with the property at the time of the property reconnaissance.

1.2 SCOPE-OF-SERVICES

This ESA was conducted utilizing a standard of good commercial and customary practice that was consistent with the ASTM Practice E 1527-05. Any significant scope-of-work additions, deletions or deviations to ASTM Practice E 1527-05 are noted below or in the corresponding sections of this report. The scope-of-work for this assessment included an evaluation of the following:

- Physical characteristics of the Subject Property through a review of referenced sources for topographic, geologic, soils and hydrologic data.
- Subject Property history through a review of referenced sources such as land deeds, fire insurance maps, city directories, aerial photographs, prior reports, and interviews.
- Current Subject Property conditions, including observations and interviews regarding the following: the presence or absence of hazardous substances or petroleum products; generation, treatment, storage, or disposal of hazardous, regulated, or biomedical waste; equipment that utilizes oils which potentially contain PCBs; and storage tanks (aboveground and underground).
- Usage of surrounding area properties and the likelihood for releases of hazardous substances and petroleum products (if known and/or suspected) to migrate onto the Subject Property.
- Information in referenced environmental agency databases and local environmental records, within specified minimum search distances.
- Past ownership through a review of available prior reports and local municipal file review.

The scope-of-work also included consideration of the following potential environmental conditions that are outside the scope of ASTM Practice E 1527-05: asbestos-containing materials (ACM), lead-based paint (LBP), lead in drinking water, and radon.

1.3 ASSUMPTIONS, LIMITATIONS AND EXCEPTIONS

This Phase I Environmental Site Assessment (the report) has been prepared for the use of Pyramid Management Group, LLC, in accordance with our Standard Conditions for Engagement and Authorization Letter and Agreement for Environmental Services approved and signed by Pyramid Management Group, LLC, and with the limitations described below, all of which are integral parts of this report. A copy of the signed Standard Conditions for Engagement and Authorization Letter and Agreement for Environmental Services is maintained at the EBI Consulting office in Burlington, Massachusetts.

EBI has performed this Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Standard E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. This report was prepared with no exceptions or deletions from ASTM Standard E 1527-05.

This Phase I Environmental Site Assessment has been prepared to assess a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit Pyramid Management Group, LLC to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good commercial or customary practice" as defined in 42 U.S.C. § 9601 (35)(B).

In defining a standard of good commercial and customary practice for conducting an environmental site assessment of a parcel of property, the goal of the processes established by this practice is to identify recognized environmental conditions. The term recognized environmental conditions means the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions.

The information reported was obtained through sources deemed reasonably ascertainable, as defined in ASTM Standard E 1527-05; a visual site survey of areas readily observable, easily accessible or made accessible by the Subject Property contact and interviews with owners, agents, occupants, or other appropriate persons involved with the Subject Property. Municipal information was obtained through review of reasonably ascertainable standard government record sources and interviews with the authorities having jurisdiction over the Subject Property. Findings, conclusions, and recommendations included in the report are based on our visual observations in the field, the municipal information reasonably obtained, information provided by the Client, and/or a review of readily available and supplied documents and drawings. EBI relies completely on the information, whether written, graphic, or verbal, provided by the Subject Property contact or as shown on any documents reviewed or received from the Subject Property contact, owner or agent, or municipal source, and assumes that information to be true and correct. Although there may have been some degree of overlap in the information provided by these various sources, EBI did not attempt to independently verify the accuracy

or completeness of all information reviewed or received during the course of these environmental services.

The observations in this report are valid on the date of the investigation. Where access to portions of the Subject Property or to structures on the Subject Property was unavailable or limited, EBI renders no opinion as to the presence of hazardous substances or petroleum products in that portion of the Subject Property or structure. Inaccessible portions of the Subject Property are described below. In addition, EBI renders no opinion as to the presence of, or indirect evidence relating to, hazardous substances or petroleum products where direct observation of the interior walls, floor, or ceiling of a structure was obstructed by objects or coverings on or over these surfaces.

It is acknowledged that EBI judgments shall not be based on scientific or technical tests or procedures beyond the scope of the Services or beyond the time and budgetary constraints imposed by the Client. It is acknowledged further that EBI conclusions shall not rest on pure science but on such considerations as economic feasibility and available alternatives. Client also acknowledges that, because geologic and soil formations are inherently random, variable, and indeterminate in nature, the Services and opinions provided under this Agreement with respect to such Services are not guaranteed to be a representation of actual conditions on the Subject Property, which are also subject to change with time as a result of natural or man-made processes, including water permeation. In performing the Services, EBI shall use that degree of care and skill ordinarily exercised by environmental consultants or engineers performing similar services in the same or similar locality. The standard of care shall be determined solely at the time the Services are rendered and not according to standards utilized at a later date. The Services shall be rendered without any other warranty, expressed or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

Client and EBI agree that to the fullest extent permitted by law, EBI shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by EBI's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

The ASTM Standard E 1527-05 does not encompass analytical testing to evaluate asbestos containing materials, radon, lead-based paint, drinking water quality, indoor air quality, stored chemicals, debris, fill materials, surface water, or subsurface samples (soil and groundwater) as part of a Phase I ESA. Any analytical testing performed at the Subject Property has been conducted in accordance with the Standard Conditions for Engagement and Authorization Letter and Agreement for Environmental Services and the client-specific Scope of Work. Unless otherwise specified herein, such testing involves screening methods intended to provide a broad and approximate evaluation of conditions at readily accessible portions of the Subject Property, limited by project constraints, and should not be construed as a comprehensive program designed to comply with a specific regulatory program. If a thorough and regulatory-compliant study is warranted based on the findings of the Phase I ESA, EBI will recommend the appropriate further investigation. In certain cases, quantitative laboratory testing is performed as part of the assessment and analyses have been conducted by an outside laboratory. EBI relies upon the data provided by the outside laboratory, and has not conducted an independent evaluation of the reliability of this data.

The assessment was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession, and in accordance with generally accepted practices of other consultants currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended. The report speaks only as of its date, in the absence of a specific written update of the report, signed and delivered by EBI.

2.0 SUBJECT PROPERTY DESCRIPTION

2.1 OWNERSHIP AND LOCATION

According to the Syracuse Assessor's Office, the Subject Property is currently owned by SYR Industrial Development Agency.

The Subject Property is located at 9090 Destiny USA Mall in Syracuse, Onondaga County, New York. The Subject Property includes one irregular-shaped parcel, identified by the Syracuse, New York Assessor's Office as Map 114, Parcel 2, Lot 5.6, totaling approximately 44,409 acres. The Subject Property is located to the south of the intersection of Harborside and Destiny USA Drive (mall complex private ring roads). Figure 1 - Location Map depicts the location of the Subject Property on a street map of Syracuse, New York. Figure 2 - Locust Map depicts the location of the Subject Property on the Syracuse, New York United States Geological Survey (USGS) 7.5 Minute Topographic Quadrangle. Figure 3 - Site Plan depicts the configuration of the Subject Property and adjoining properties.

2.2 SUBJECT PROPERTY IMPROVEMENTS

The Subject Property includes one irregular-shaped parcel, identified by the Syracuse, New York Assessor's Office as Map 114, Parcel 2, Lot 5.6, totaling approximately 44,409 acres. The Subject Property is currently improved with a six-story shopping mall that operates as the Carousel Mall, with a gross area of approximately 1,712,637± square feet. The building has a full partially finished and unfinished basement. The basement level is referred to as the "commons" with full retail, mechanical spaces, and two underground parking garages occupying the space. The existing improvements were reportedly constructed in 1989-1990, with additions in 1994 and 1998.

The existing building is located on the eastern portion of the property. Areas of the Subject Property surrounding the existing building include the following: asphalt-paved surface parking, located along the north, south, and west sides of the building; concrete walkways, located throughout the Subject Property; and minimal landscaping surrounding the building. The property includes two underground parking garages and one aboveground, single-level, concrete parking deck, located adjacent to the north of the building.

2.3 CURRENT USE OF THE SUBJECT PROPERTY

At the time of assessment, the Subject Property was occupied by a major retail shopping mall, including one building and a total of 157 commercial / retail tenant spaces. There are currently no manufacturing or industrial operations conducted at the Subject Property. EBI was provided with a copy of the most recent tenant list, which is presented in Appendix C.

Please refer to Section 5.2 for further discussion regarding hazardous substances and petroleum products at the Subject Property.

2.4 MUNICIPAL SERVICES & UTILITIES

The Subject Property is serviced by the following municipal services and utilities:

MUNICIPAL SERVICES AND UTILITIES	
Utility	Provider/Source
Potable Water Supply	City of Syracuse Department of Water
Sewage Disposal System	City of Syracuse Sewer Department

Additional information that becomes available after our survey and draft submission concerning the Subject Property should be provided to EBI so that our conclusions may be revised and modified if necessary, at additional cost. This report has been prepared in accordance with our Standard Conditions for Engagement, which is an integral part of this report.

1.4 SPECIAL TERMS AND CONDITIONS

This Phase I Environmental Site Assessment (the report) has been prepared to assist a lender to be selected by Pyramid Management Group, LLC in determining whether to make a loan evidenced by a note secured by the Subject Property. Reliance upon this report does not extend to entities or individuals interested in purchasing the Subject Property. Amendments to EBI's limitations as stated herein that may occur after issuance of the report are considered to be included in this report. EBI's liability to a purchaser wishing to use this report is limited to the cost of the report. Payment for the report is made by, and EBI's contract and report extends to Pyramid Management Group, LLC only, in accordance with our Standard Conditions For Engagement and, Authorization Letter and Agreement for Environmental Services.

1.5 DATA GAPS

Any data gaps identified herein, as defined by ASTM Practice E 1527-05 § 3.2.20, are not considered to have significantly affected the ability to identify recognized environmental conditions in connection with the Subject Property and do not alter the conclusions of this report.

MUNICIPAL SERVICES AND UTILITIES	
Utility	Provider/Source
Electrical Service	National Grid
Natural Gas Service	National Grid
Oil Service	Vendor not specified (275-gallon AST associated with emergency generator)
Heating/Cooling Systems	The building is heated and cooled by rooftop-mounted, packaged and split-system, electric and gas, HVAC units
Emergency Power	One 350 KW diesel fuel-fired fire pump generator and associated 275-gallon diesel fuel AST (Ron Bush Oil) are located in the generator room

2.5 ADJOINING PROPERTIES

Property use in the vicinity of the Subject Property is primarily characterized by retail/commercial development.

ADJOINING PROPERTIES	
North	The Subject Property is bound to the north by Interstate 81.
South	The Subject Property is bound to the south by the Onondaga Creek/Barge Canal.
East	The Subject Property is bound to the east by a 33.32-acre commercial property addressed as 306 West Hiawatha Boulevard. A three-story retail and entertainment complex identified as Destiny USA is currently under construction at the 306 West Hiawatha Boulevard property.
West	The Subject Property is bound to the west by Railroad tracks owned by Consolidated Rail Corporation, followed by the Onondaga Lake.

No visual evidence of adverse environmental conditions was observed during the survey of the adjoining properties. Onondaga Lake is located on the westerly adjacent property and is identified as an NPL, CERCLIS, ROD, and Federal Engineering Control or Institutional Control Registries site. Oil City / Carousel Center - Phase I is located on the easterly adjacent property and is identified as a State and Tribal Engineering Control or Institutional Control Registries site, and State and Tribal Brownfield Site. "Not Reported" is located on the easterly adjacent property and is identified as an EDR Historical Auto Station. These facilities are further discussed in Section 4.1.

3.0 USER PROVIDED INFORMATION

The following section summarizes information provided by Pyramid Management Group, LLC with regard to this Phase I Environmental Site Assessment. Additionally, a User Questionnaire was forwarded to the designated Client contact. The User Questionnaire has been completed and returned to our offices. The information requested in the User Questionnaire is intended to assist in gathering information that may be material to identifying recognized environmental conditions in connection with the Subject Property. The User Questionnaire and any additional documentation referenced below is presented in Appendix C.

3.1 TITLE RECORDS

Title record information associated with the Subject Property has not been provided to EBI by Pyramid Management Group, LLC. A detailed discussion regarding review of information obtained from other sources is presented in Section 4.3.5 of this report.

3.2 ENVIRONMENTAL LIENS AND ACTIVITY AND USE LIMITATIONS

Pyramid Management Group, LLC has provided no information regarding environmental liens or activity and use limitations in connection with the Subject Property. A detailed discussion regarding environmental liens is presented in Section 4.3.7 of this report. A detailed discussion regarding activity and use limitations is presented in Sections 4.1.1 and 4.1.2 of this report.

3.3 SPECIALIZED KNOWLEDGE

Pyramid Management Group, LLC provided no specialized knowledge that is material to recognized environmental conditions in connection with the Subject Property. EBI was not provided with or made aware of previous environmental assessments or other documentation that is material to recognized environmental conditions in connection with the Subject Property, except as presented in Section 4.3.8 of this report.

3.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

Pyramid Management Group, LLC has provided no commonly known or reasonably ascertainable information within the local community about the Subject Property that is material to recognized environmental conditions in connection with the Subject Property.

3.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

Pyramid Management Group, LLC has provided no information regarding valuation reduction for environmental issues in connection with the Subject Property.

3.6 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION

Pyramid Management Group, LLC provided contact information for the Subject Property owner, manager and/or occupants.

3.7 REASON FOR PERFORMING PHASE I ESA

Pyramid Management Group, LLC retained EBI to complete this Phase I Environmental Site Assessment in connection with a real estate transaction.

4.0 RECORDS REVIEW

4.1 STANDARD ENVIRONMENTAL RECORDS

A review of standard environmental databases maintained by Federal, state, and tribal offices was completed through Environmental Data Resources, Inc. (EDR) of Milford, Connecticut. The databases were searched for properties with reported environmental conditions located within approximate minimum search distances as specified by ASTM Standard E 1527-05, by using geocoding information that identified the coordinates of the properties in the databases or by checking the street addresses of practically reviewable non-geocoded "orphan" properties within the same zip code. The database report is presented in Appendix E.

The database report identified nine "orphan sites." Orphan sites are those sites that could not be accurately mapped or geocoded due to inadequate location information. EBI attempted to locate these sites via vehicular reconnaissance and interviews with personnel familiar with the area. Based on this research, EBI did not identify listed orphan sites within the approximate minimum search distances that may be considered likely to have impacted conditions at the Subject Property.

It should be noted that plotted locations of listed sites are not always accurate. With regard to listings that are determined or suspected to be inaccurate, based on information from other sources such as direct observation or consultation with individuals familiar with the property, EBI uses the best available data when evaluating the location of listed sites discussed below.

The following table provides a summary of the findings of the environmental database report. Specific properties identified within the database report are further discussed below.

SUMMARY OF FEDERAL, STATE, AND TRIBAL AGENCY DATABASE FINDINGS			
Regulatory Database	Approximate Minimum Search Distance	Subject Property Listed	Off-site Listings
Federal NPL Sites	1.0 mile	No	1
Federal Delisted NPL Sites	0.5 mile	No	0
Federal CERCLIS Sites	0.5 mile	No	2
Federal CERCLIS NFRAP Sites	0.5 mile	No	0
Federal RCRA CORRACTS Sites	1.0 mile	No	2
Federal RCRA non-CORRACTS TSD Sites	0.5 mile	No	0
Federal RCRA Generators Sites	Property & Adjoining	Yes	0
Federal Engineering / Institutional Control Sites	0.5 mile	No	4
Federal ERNS Sites	Property	No	N/A
State and Tribal equivalent NPL / CERCLIS Sites	1.0 / 0.5 mile	Yes	5
State and Tribal Spills Sites	Property	Yes	N/A
State and Tribal Landfill or Solid Waste Disposal Sites	0.5 mile	No	2
State and Tribal Leaking Storage Tank Sites	0.5 mile	Yes	28
State and Tribal Registered Storage Tank Sites	Property & Adjoining	Yes	0
State and Tribal Engineering / Institutional Control Sites	0.5 mile	Yes	3
State and Tribal Voluntary Cleanup Sites	0.5 mile	Yes	0
State and Tribal Brownfield Sites	0.5 mile	Yes	1
Manifest (NY, NJ, PA)	Property	Yes	N/A
NY SPDES	Property	Yes	N/A
Facility Index System (FINDS)	Property	Yes	N/A
ECHO	Property	Yes	N/A

4.1.1 Federal Agency Database Records

National Priority List (NPL)

The NPL database, also known as the Superfund List, is a subset of CERCLIS and identifies sites that are ranked as high priority for remedial action under the Federal Superfund Act. The Subject Property was not identified on the NPL. However, one site located within 1.0 mile of the Subject Property was identified on the NPL. Information regarding the listed site is presented in the following table:

Site	Distance / Direction / Gradient*	NPL EPA ID No.	Regulatory Status
Onondaga Lake Syracuse, NY (see NPL US ENG listings)	Adjacent / West (beyond railroad tracks) / Downgradient	NYD986913580	Discovery: Not reported Proposed: 5/10/93 Status: Final 12/16/94 Contaminants: Multiple Media Impacted: Soil, surface water, groundwater, sediments

* Presumed hydrogeologic gradient based upon regional topography

Information presented on USEPA's website indicates that Onondaga Lake has been impacted by multiple contaminants, including dioxins, dibenzofurans, inorganics, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs) and volatile organic compounds (VOCs). These contaminants have adversely impacted soil, groundwater, surface water and sediments associated with Onondaga Lake. Remedial actions that have been implemented include dredging, excavation and off-site disposal of impacted media, operations of pump and treat systems to establish hydraulic control over migration of contamination, placement of engineering controls and deed restrictions to prevent exposure to remaining/residual contaminants of concern. According to USEPA's website, the remedial design is complete with strategic technologies in progress. Honeywell, International (formerly known as AlliedSignal, Inc. and prior to that Solvay Process Company) is identified as the primary Potentially Responsible Party (PRP) to this release, although numerous other entities have also been identified as PRPs. Based upon the current regulatory status, presumed hydrogeologic gradient relative to the Subject Property and identification of a responsible party, it is considered unlikely that conditions associated with the identified NPL facility represents an environmental concern to the Subject Property.

Delisted National Priority List (NPL)

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate. Neither the Subject Property nor any sites located within 0.5 mile of the Subject Property were identified on the Delisted NPL database.

Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS)

CERCLIS contains data regarding potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies, and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation and Liability ACT (CERCLA). CERCLIS contains sites that are included on the National Priority List (NPL), as well as sites which are in the screening and assessment phase for possible inclusion on the NPL. The Subject Property was not identified on the CERCLIS database. However, two sites located within 0.5 mile of the Subject Property were identified on the CERCLIS database. Information regarding the listed sites is presented in the following table:

CERCLIS			
Site	Distance / Direction / Gradient*	EPA ID No.	Regulatory Status
Onondaga Lake Syracuse, NY	Adjacent / West (beyond railroad tracks) / Downgradient	NYD986813580	Discovery: 4/23/1989 Proposed: 5/10/1993 Preliminary Assessment: 4/15/90 NPL Status: Final 12/16/1994 Contaminants: Multiple Media impacted: Surface water, sediments, soil, groundwater Status: Active
Quanta Resources Site USEPA Region 2 2802-2810 Lodi Street Syracuse, NY	0.25 mile / East / Upgradient	NYD980592448	Discovery: 9/01/1984 Proposed: Not reported Preliminary Assessment: 10/31/84 NPL Status: Not on NPL Contaminants: Petroleum, caustics, acids Media impacted: Soil, groundwater Status: Active

* Presumed hydrogeologic gradient based upon regional topography

The Onondaga Lake Sediments site is further discussed as a NPL site above.

Based upon the current regulatory status and separating distance, it is considered unlikely that conditions associated with the identified CERCLIS facilities represent an environmental concern to the Subject Property.

CERCLIS – No Further Remedial Action Planned (CERCLIS-NFRAP)

As of February 1995, CERCLIS sites designated as No Further Remedial Action Planned (NFRAP) have been removed from the CERCLIS list. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed without the need for the site to be placed on the NPL or the contamination was not considered sufficient to warrant Federal Superfund action or NPL consideration. Neither the Subject Property nor any sites located within 0.5 mile of the Subject Property were identified on the CERCLIS-NFRAP database.

Resource Conservation and Recovery Act (RCRA) – Corrective Action Tracking System (CORRACTS)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting activities of the Resource Conservation and Recovery Information System (RCRIS). The database includes selective information regarding sites that generate, transport, store, treat, and/or dispose of hazardous waste as defined by RCRA. The RCRA-CORRACTS database identifies TSD facilities that have conducted, or are currently conducting, corrective action(s) as regulated under RCRA. The Subject Property was not identified on the RCRA CORRACTS database. However, two sites located within 1.0 mile of the Subject Property were identified on the RCRA CORRACTS database. Information regarding the listed sites is presented in the following table:

RCRA-CORRACTS			
Site	Distance / Direction / Gradient*	EPA ID No.	Regulatory Status
Quanta Resources Site USEPA Region 2 2802-2810 Lodi Street Syracuse, NY	0.25 mile / East / Upgradient	NYD980592448	Compliance violations listed but no additional information was available
McKesson Envirosystems 400 Bear Street Syracuse, NY	0.452 mile / East / Upgradient	NYD075806836	Compliance violations listed but no additional information was available

* Presumed hydrogeologic gradient based upon regional topography

Based upon the separating distance, it is considered unlikely that conditions associated with the identified RCRA-CORRACTS facilities represent an environmental concern to the Subject Property.

RCRA non-CORRACTS Treatment, Storage and/or Disposal (TSD) Facilities
 RCRA non-CORRACTS Treatment, Storage and/or Disposal (TSD) facilities are required to register hazardous waste activity under the Resource Conservation and Recovery Act (RCRA). Neither the Subject Property nor any sites located within 0.5 mile of the Subject Property were identified on the RCRA non-CORRACTS TSD database.

RCRA Hazardous Waste Generators
 Hazardous waste generators tracked under the Resource Conservation and Recovery Act (RCRA) are classified as either Large Quantity Generators (LQGs), Small Quantity Generators (SQGs), or Conditionally Exempt Small Quantity Generators (CESQG). A RCRA-LQG is defined as a facility that generates over 1,000 kilograms (Kg) of hazardous waste, or over 1 Kg of acutely hazardous waste per month. A RCRA-SQG is defined as a facility that generates between 100 Kg and 1,000 Kg of hazardous waste per month. A RCRA-CESQG is defined as a facility that generates less than 100 Kg of hazardous waste, or less than 1 Kg of acutely hazardous waste per month. The Subject Property was identified on the RCRA Generator database. Information regarding the listed site is presented in the following table:

RCRA GENERATORS			
Site	Distance / Direction / Gradient*	EPA ID No.	Regulatory Status
Conklin Ltd 372 West Hiawatha Blvd Syracuse, NY	Subject Property	NYD986870558	Large Quantity Generator No violations found
Macy's Carousel #148 9509 Carousal Center Syracuse	Subject Property	NYR000144717	Conditionally Exempt Small Quantity Generator No violations found
Hess Corporation 420 West Hiawatha Blvd Syracuse, NY	Subject Property	NYR000030015	Conditionally Exempt Small Quantity Generator No violations found
Carousal Center Co. 9090 Carousal Center Syracuse	Subject Property	NYR000145359	Small Quantity Generator No violations found

* Presumed hydrogeologic gradient based upon regional topography

Conklin Ltd formerly occupied the Subject Property and is listed as a RCRA-LQG of hazardous waste. Based upon information presented in the environmental database report, Conklin Ltd generated greater

than 1,000 Kg of hazardous waste per month. No violations were reported for Conklin Ltd. Based upon the absence of reported violations and the site conditions observed at the time of EBI's reconnaissance, the RCRA-LQG database listing for Conklin Ltd is not considered to represent an existing release, past release, or material threat of release of hazardous substances or petroleum products on the Subject Property.

Macy's Carousel #148 currently occupies the Subject Property and is listed as a RCRA-Conditionally Exempt SQG of hazardous waste. Based upon information presented in the environmental database report, Carousal Macy's Carousel #148 generates between 100 Kg and 1,000 Kg of hazardous waste per month. No violations were reported for Macy's Carousel #148. Based upon the absence of reported violations and the site conditions observed at the time of EBI's reconnaissance, the RCRA-CESQG database listing for Macy's Carousel #148 is not considered to represent an existing release, past release, or material threat of release of hazardous substances or petroleum products on the Subject Property.

Carousal Center Co. currently occupies the Subject Property and is listed as a RCRA-SQG of hazardous waste. Based upon information presented in the environmental database report, Carousal Center Co. generates between 100 Kg and 1,000 Kg of hazardous waste per month. No violations were reported for Carousal Center Co. Based upon the absence of reported violations and the site conditions observed at the time of EBI's reconnaissance, the RCRA-SQG database listing for Carousal Center Co. is not considered to represent an existing release, past release, or material threat of release of hazardous substances or petroleum products on the Subject Property.

Hess Corporation formerly occupied the Subject Property and is listed as a RCRA-Conditionally Exempt SQG of hazardous waste. Based upon information presented in the environmental database report, Hess Corporation generated between 100 Kg and 1,000 Kg of hazardous waste per month. No violations were reported for Hess Corporation. Based upon the absence of reported violations and the site conditions observed at the time of EBI's reconnaissance, the RCRA-CESQG database listing for Hess Corporation is not considered to represent an existing release, past release, or material threat of release of hazardous substances or petroleum products on the Subject Property.

Federal Engineering Control / Institutional Control Registries
 The completion of site cleanup activities may include the implementation of engineering controls or institutional controls as part of the response action. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls. The Subject Property was not identified on Federal Engineering Control or Institutional Control Registries. However, four listings located within 0.5 mile of the Subject Property were identified on Federal Engineering Control or Institutional Control Registries. Due to duplicate entries, the four listings represent two sites. Information regarding the listed sites is presented in the following table:

FEDERAL ENGINEERING CONTROL AND INSTITUTIONAL CONTROL REGISTRIES			
Site	Distance / Direction / Gradient*	EPA ID No.	Regulatory Status
Onondaga Lake Syracuse, NY	Adjacent / West (beyond railroad tracks) / Downgradient	NYD986813580	Agency: USEPA Engineering Control: Free Product Recovery, Sediment Disposal, Sediment Cap, Excavation, Natural Attenuation, Treatment, (N.O.S.), Hydraulic Control, monitoring, Surface Drainage Control Institutional Control: Deed Restriction Status: Active Contaminants: Multiple Media Impacted: Soil, GW, sediments, surface water
McKesson Envirosystems 400 Bear Street Syracuse, NY	0.452 mile / East / Upgradient	NYD075806836	Agency: USEPA Engineering Control: Not reported Institutional Control: Not reported Contaminants: Not reported Media Impacted: Not reported

* Presumed hydrogeologic gradient based upon regional topography

The Onondaga Lake Sediments site is further discussed as a NPL site above.

Based upon the separating distance, it is considered unlikely that conditions associated with the remaining identified facility represents an environmental concern to the Subject Property.

Emergency Response Notification System (ERNS)
 ERNS is a national database used to collect information regarding reported releases of petroleum products and/or hazardous substances. The database contains information from spill reports submitted to Federal agencies, including the EPA, the U.S. Coast Guard, the National Response Center, and the U.S. Department of Transportation. A review of this database was conducted in order to determine whether any spills or incidents involving releases of hazardous substances or petroleum products have occurred at the Subject Property. The Subject Property was not identified on the ERNS database.

4.1.2 State and Tribal Agency Database Records

State and Tribal equivalent NPL Sites and CERCLIS Sites
 State and tribal equivalent NPL and CERCLIS databases were searched for sites located within 1.0 mile and 0.5 mile of the Subject Property, respectively. The Subject Property and five sites located within the specified minimum search distances were identified on state and tribal equivalent NPL sites and CERCLIS sites databases. Information regarding the listed sites is presented in the following table:

STATE AND TRIBAL EQUIVALENT NPL SITES AND CERCLIS SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
Terrell Associates Inc. W. Hiawatha Boulevard Syracuse, NY	Subject Property	57612	Notification Date: Not reported Contaminants: Chlorinated and non-chlorinated solvents Media Impacted: Soil & GW Status: Closed - requires continued management Date of Closure: Not reported

STATE AND TRIBAL EQUIVALENT NPL SITES AND CERCLIS SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
Quanta Resources Site USEPA Region 2 2802-2810 Lodi Street Syracuse	0.33 mile / East / Upgradient	58626	Notification Date: Not reported Contaminants: Petroleum, metals, PCBs, VOCs Impacted: Soil and groundwater Status: Not reported Date of Closure: N/A
McKesson Envirosystems 400 Bear Street Syracuse, NY	0.452 mile / East / Upgradient	56333	Notification Date: Not reported Contaminants: Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes), petroleum products, solvents Impacted: Soil and GW Status: Not reported Date of Closure: Not reported
Roth Steel Site 800 West Hiawatha Boulevard Syracuse, NY	0.4 mile / South-southwest / Downgradient	56362	Notification Date: 4/04/2003 Contaminants: PCBs Media Impacted: Soil & GW Status: Not reported Date of Closure: N/A
800 Hiawatha Boulevard (former Roth Steel) 800 West Hiawatha Boulevard Syracuse, NY		57168	Notification Date: Not reported Contaminants: PCBs, Lead Media Impacted: Soil & GW Status: Not reported Date of Closure: NA
S&W Redevelopment, LLC Spence Street Syracuse, NY	0.77 mile / Southwest / Downgradient	56359	Notification Date: Not reported Contaminants: PCBs Media Impacted: Soil & GW Status: Not reported Date of Closure: NA

* Presumed hydrogeologic gradient based upon regional topography

A former occupant of the Subject Property, Terrell Associates Inc., was listed on state and tribal equivalent NPL sites and CERCLIS sites databases. Refer to Section 4.3.8 for additional detail regarding the regulatory history for the Subject Property.

Based upon the current regulatory status, separating distance and/or presumed hydrogeologic gradient relative to the Subject Property, it is considered unlikely that conditions associated with the remaining identified sites represent an environmental concern to the Subject Property.

State and Tribal Spills Sites (Spills)
 A review of available Spills databases was conducted in order to determine whether any spills or incidents involving releases of hazardous substances or petroleum products have occurred at the Subject Property. According to the EDR report, the Subject Property is identified as a state/tribal spills site in connection with 39 NYSDEC cases. Information regarding the Subject Property spills is presented in the following table:

STATE AND TRIBAL SPILLS SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
Carousell Mall [sic] 9090 Carousell Center Drive Syracuse, NY	Subject Property	0111403	Notification Date: 3/04/2002 Contaminants: 25 gallons hydraulic oil Impacted: Soil Status: Closed Date of Closure: 3/04/2002
Carousell Center 9090 Carousell Center Drive Syracuse, NY	Subject Property	9211699	Notification Date: 1/12/1993 Contaminants: Petroleum Impacted: Soil Status: Closed Date of Closure: 1/12/1993
Carisale Mall Hiawatha Boulevard Syracuse, NY	Subject Property	996401	Notification Date: 8/30/1999 Contaminants: 2 gallons hydraulic oil Impacted: Asphalt surface Status: Closed Date of Closure: 8/31/1999
Area of Caracel Mall Hiawatha Boulevard Syracuse, NY	Subject Property	0109045	Notification Date: 12/11/2001 Contaminants: Petroleum odor Impacted: NA Status: Closed Date of Closure: 12/12/2001
Niagara-Mohawk Kaufman's-Carousell Mall Syracuse, NY	Subject Property	9104469	Notification Date: 7/26/1991 Contaminants: 110 gallons mineral oil (non PCB) Impacted: Soil Status: Closed Date of Closure: 8/30/1991
Bonwit Teller Carousell Mall Syracuse, NY	Subject Property	9108868	Notification Date: 11/19/1991 Contaminants: 1 gallon paint cleaner Impacted: Soil Status: Closed Date of Closure: 11/25/1991
Carousell Shop Center Oil City, Hiawatha Boulevard Syracuse, NY	Subject Property	8907995	Notification Date: 11/11/1989 Contaminants: 0 gallons PCB Impacted: NA Status: Closed Date of Closure: 11/13/1989
330 W. Hiawatha Blvd Syracuse, NY	Subject Property	9001262	Notification Date: 5/21/1990 Contaminants: 10 gallons petroleum Impacted: Groundwater Status: Closed Date of Closure: 5/21/1990
Pyramid Company of Onondaga 320 West Hiawatha Boulevard Syracuse, NY	Subject Property	0802119	Notification Date: 5/23/2008 Contaminants: No spill Impacted: NA Status: Closed Date of Closure: 5/23/2008
Marley Oil City, Hiawatha Boulevard Syracuse, NY	Subject Property	8809264	Notification Date: 2/13/1989 Contaminants: No spill Impacted: NA Status: Closed Date of Closure: 2/13/1989

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STATE AND TRIBAL SPILLS SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
Marley Scrap Yard Hiawatha Boulevard Syracuse, NY	Subject Property	8709466	Notification Date: 1/1/1981 Contaminants: 0 gallons PCB oil Impacted: NA Status: Closed Date of Closure: 4/1/1988
Marley's - Hiawatha Boulevard Hiawatha Boulevard Syracuse, NY	Subject Property	8606170	Notification Date: 1/2/1987 Contaminants: Sheen on water Impacted: Surface water Status: Closed Date of Closure: 7/14/1989
Destiny USA Mall 1 Destiny USA Drive Syracuse, NY	Subject Property	1303151	Notification Date: 6/24/2013 Contaminants: 10 gallons gasoline Impacted: Pavement Status: Closed Date of Closure: 6/24/2013
Hess - Hiawatha Blvd. Oil City, 410 West Hiawatha Boulevard Syracuse, NY	Subject Property	9006528	Notification Date: 9/13/1990 Contaminants: 1,000 gallons petroleum Impacted: Soil & GW Status: Closed Date of Closure: 8/7/2002
Amerada Hess B685 Hiawatha Boulevard West Syracuse, NY	Subject Property	0106573	Notification Date: 9/24/2001 Contaminants: 7 gallons hydraulic oil Impacted: Soil Status: Closed Date of Closure: 9/25/2001
PCO Terminal Facility 420 West Hiawatha Boulevard Syracuse, NY	Subject Property	9302998	Notification Date: 6/5/1993 Contaminants: 5 gallons gasoline Impacted: Pavement Status: Closed Date of Closure: 7/8/1993
	Subject Property	9808195	Notification Date: 10/3/1998 Contaminants: 5 gallons gasoline Impacted: Pavement Status: Closed Date of Closure: 10/5/1998
Amerada Hess Syracuse Terminal 420 West Hiawatha Boulevard Syracuse, NY	Subject Property	9407702	Notification Date: 9/08/1994 Contaminants: Unknown quantity petroleum Impacted: Soil Status: Closed Date of Closure: 9/21/1994
	Subject Property	9305483	Notification Date: 8/03/1993 Contaminants: Unknown quantity No. 2 fuel oil Impacted: Soil Status: Closed Date of Closure: 8/03/1993
	Subject Property	9403339	Notification Date: 6/08/1994 Contaminants: 60 gallons No. 2 fuel oil Impacted: Soil Status: Closed Date of Closure: 6/18/1994

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STATE AND TRIBAL SPILLS SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
	Subject Property	9401235	Notification Date: 10/17/1994 Contaminants: Crude oil Impacted: Surface water Status: Closed Date of Closure: 3/16/1995
	Subject Property	9112966	Notification Date: 3/23/1992 Contaminants: 20 gallons kerosene Impacted: Soil Status: Closed Date of Closure: 3/23/1992
Amerada Hess Syracuse Terminal 420 West Hiawatha Boulevard Syracuse, NY (continued)	Subject Property	8911215	Notification Date: 2/26/1990 Contaminants: 25 gallons kerosene Impacted: Soil Status: Closed Date of Closure: 2/26/1990
	Subject Property	8911110	Notification Date: 2/22/1990 Contaminants: 60 gallons kerosene Impacted: Pavement Status: Closed Date of Closure: 2/22/1990
	Subject Property	9211127	Notification Date: 12/27/1992 Contaminants: 6 gallons kerosene Impacted: Soil Status: Closed Date of Closure: 12/27/1992
	Subject Property	1010035	Notification Date: 12/21/2010 Contaminants: 6 gallons gasoline Impacted: Pavement Status: Closed Date of Closure: 12/21/2010
	Subject Property	1010036	Notification Date: 12/21/2010 Contaminants: 5 gallons gasoline Impacted: Pavement Status: Closed Date of Closure: 12/21/2010
	Subject Property	9710443	Notification Date: 12/11/1997 Contaminants: Gasoline from a car accident Impacted: Pavement Status: Closed Date of Closure: 12/15/1997
	Subject Property	1110671	Notification Date: 1/11/2012 Contaminants: Unknown amount of gasoline Impacted: Soil Status: Closed Date of Closure: 1/5/2012
Carousell Center 1 Carousell Center Drive Syracuse, NY	Subject Property	0704196	Notification Date: 7/13/2007 Contaminants: 1 gallons PCB oil Impacted: Soil Status: Closed Date of Closure: 2/18/2009

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STATE AND TRIBAL SPILLS SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
	Subject Property	9710261	Notification Date: 12/6/1997 Contaminants: Gasoline from a car accident Impacted: Pavement Status: Closed Date of Closure: 4/7/1998
Amerada Hess Terminal Oil City Syracuse, NY	Subject Property	8900496	Notification Date: 4/17/1989 Contaminants: 10 gallons gasoline Impacted: Soil Status: Closed Date of Closure: 4/17/1989
	Subject Property	9010186	Notification Date: 12/29/1990 Contaminants: 50 pounds No. 2 fuel oil Impacted: Soil Status: Closed Date of Closure: 1/18/1991
	Subject Property	8806840	Notification Date: 11/16/1988 Contaminants: 10 gallons No. 2 fuel oil Impacted: Groundwater Status: Closed Date of Closure: 11/16/1988
	Subject Property	8907238	Notification Date: 10/23/1989 Contaminants: 70 gallons gasoline Impacted: Soil Status: Closed Date of Closure: 10/23/1989
Hess Station #32214 Oil City, 420 Hiawatha Boulevard Syracuse, NY	Subject Property	9006048	Notification Date: 8/30/1990 Contaminants: 0 gallons petroleum Impacted: NA Status: Closed Date of Closure: 9/21/1990
Hess Terminal Hiawatha Boulevard, Oil City Syracuse, NY	Subject Property	8809813	Notification Date: 3/8/1989 Contaminants: 5 gallons No. 2 fuel oil Impacted: Pavement Status: Closed Date of Closure: 3/8/1989
Hess Terminal Syracuse, NY	Subject Property	9313266	Notification Date: 2/8/1994 Contaminants: 15 gallons No. 2 fuel oil Impacted: Concrete surface Status: Closed Date of Closure: 2/9/1994
Hess Terminal Oil City, Hiawatha Boulevard Syracuse, NY	Subject Property	9010935	Notification Date: 1/11/1991 Contaminants: 10 gallon gasoline Impacted: Snow Status: Closed Date of Closure: 1/11/1991

EBI notes that the regulatory status of each of the 39 spill cases in connection with the Subject Property is listed with a closed regulatory status. No additional information has been provided regarding the details of these spill events, their investigation, or remediation. Refer to Section 4.3.8 for additional detail regarding the regulatory history for the Subject Property.

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State and Tribal Landfill Sites and Solid Waste Disposal Sites

The state and tribal landfill and solid waste disposal site databases identify active or inactive landfill and transfer station facilities, as well as open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. The Subject Property was not identified on state or tribal landfill and solid waste disposal site databases. However, two listings located within 0.5 mile of the Subject Property were identified on state or tribal landfill and solid waste disposal site databases. Information regarding the listed sites is presented in the following table:

STATE AND TRIBAL LANDFILL SITES AND SOLID WASTE DISPOSAL SITES			
Site	Distance / Direction / Gradient	ID No.	Facility Status
ABC Used Auto Parts 2424 Lodi Street Syracuse, NY	0.472 miles / East / Upgradient	NA	Facility Type: Vehicle Dismantling Facility Status: Active Years: 2007-2012 No violations found
Metropolitan Syracuse 650 West Hiawatha Blvd Syracuse, NY	0.381 miles / Southwest / Downgradient	NA	Facility Composting/other processing - biosolids/other Facility Status: Inactive (2013) Years: 2008-2012 No violations found

* Presumed hydrogeologic gradient based upon regional topography

Based upon the absence of reported violations, absence of open violations, separating distance and/or presumed hydrogeologic gradient relative to the Subject Property, it is considered unlikely that conditions associated with the identified sites represent an environmental concern to the Subject Property.

State and Tribal Leaking Storage Tank Sites

Leaking Storage Tank Sites are properties where releases of hazardous substances or petroleum products from underground storage tanks (USTs) and/or aboveground storage tanks (ASTs) have been identified and reported to state, tribal, or local agencies. The Subject Property and 28 sites located within 0.5 mile of the Subject Property were identified on state or tribal Leaking Storage Tank databases.

Of the listed sites, 26 sites are located greater than 0.25 mile from the Subject Property and/or across Onondaga Creek. Based upon the distance and/or hydrogeologic separation from the Subject Property, these 26 sites are considered unlikely to represent an existing release, past release, or material threat of release of hazardous substances or petroleum products on the Subject Property. Information regarding the Subject Property and remaining LTANKS sites located within 0.25 mile of the Subject Property is presented in the following table:

STATE AND TRIBAL LEAKING STORAGE TANK SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
Amerada Hess Terminal 420 West Hiawatha Boulevard Syracuse, NY	Subject Property	8900129	Notification Date: 4/5/1989 Contaminants: 35 gallons No. 2 fuel oil Impacted: Soil Status: Closed Date of Closure: 4/5/1989

STATE AND TRIBAL REGISTERED STORAGE TANKS				
Location	Distance / Direction / Gradient	Capacity / Contents	Year Installed	Status
Amerada Hess Syracuse Term 420 West Hiawatha Boulevard Syracuse	Subject Property	(1) 4,000-gallon AST / Xylenes	1992	Removed (2000)
		(1) 20,076-gallon AST / Xylenes	1990	Removed (2000)
		(1) 275-gallon AST / Methanol	1986	Removed (1991)
		(1) 3,361,344-gallon MOSF AST / Nos. 1,2, or 4 Fuel Oil	1968	Removed (1994)
		(1) 401,100-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
		(1) 7,088,592-gallon MOSF AST / Empty	1977	Removed (1990)
		(1) 76,026-gallon MOSF AST / Diesel	1979	Removed (2000)
		(1) 8,064-gallon MOSF AST / Diesel	1962	Removed (1994)
		(1) 1,256,976-gallon MOSF AST / Kerosene	1962	Removed (1994)
		(1) 195,698-gallon MOSF AST / Unleaded Gasoline	1962	Removed (1994)
		(1) 967,218-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
		(1) 954,450-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
		(1) 961,170-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
Marleys Div. Abe Cooper 320 West Hiawatha Syracuse, NY	Subject Property	(1) 2,000-gallon UST / Gasoline	1973	Removed (1989)
		(1) 300-gallon AST / Diesel Fuel	198	Removed (1989)

* Presumed hydrogeologic gradient based upon regional topography

The NYSDEC identifies the Subject Property as a former Major Oil Storage Facility (MOSF) by identification #s 7-1360 and 7-000073. Petroleum contamination associated with the former on-site bulk petroleum facility has resulted in contamination to soil and groundwater. An active petroleum remediation system is currently operating at the Subject Property. Refer to Section 4.3.8 for further discussion.

State and Tribal Engineering Control / Institutional Control Registries

The completion of site cleanup activities may include the implementation of engineering controls or institutional controls as part of the response action. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. Institutional controls include

STATE AND TRIBAL LEAKING STORAGE TANK SITES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
		9005128	Notification Date: 8/8/1990 Contaminants: 50 gallons gasoline Impacted: Soil Status: Closed Date of Closure: 2/1/1991
Atlantic Terminal Oil City Solar Street Syracuse, NY	0.6 mile / Southeast / Crossgradient	9003689	Notification Date: 6/28/1990 Contaminants: 5 gallons diesel fuel Impacted: Soil Status: Closed Date of Closure: 7/2/1990
Sunoco Terminal Oil City Solar Street Syracuse, NY	0.6 mile / Southeast / Crossgradient	8000043	Notification Date: 4/8/1980 Contaminants: 2,000 gallons No. 2 fuel oil Impacted: Groundwater Status: Closed Date of Closure: 1/16/1990

* Presumed hydrogeologic gradient based upon regional topography

A former occupant of the Subject Property, Amerada Hess Terminal was identified on the LTANKS database as two listings. Approximately 35-gallons of No. 2 fuel oil were released to soil only on April 5, 1989 (case no. 8900129). The spill was remediated and the case was closed by the New York State Department of Environmental Conservation (NYSDEC) on April 5, 1989.

Approximately 5-gallons of diesel fuel oil were released to soil only on August 8, 1990 (case no. 9005128). The spill was remediated and the case was closed by the New York State Department of Environmental Conservation (NYSDEC) on February 1, 1990.

Based upon the current regulatory status, separating distance, presumed hydrogeologic gradient relative to the Subject Property, and/or reported nature/extent of contamination, it is considered unlikely that conditions associated with the on-site or off-site Leaking Storage Tank sites represent an environmental concern to the Subject Property.

State and Tribal Registered Storage Tanks

The Subject Property and no adjoining properties was identified on state or tribal Registered Storage Tank databases. Information regarding the listed sites is presented in the following table:

STATE AND TRIBAL REGISTERED STORAGE TANKS				
Location	Distance / Direction / Gradient	Capacity / Contents	Year Installed	Status
Hess Station #32214 420 West Hiawatha Boulevard Syracuse, NY	Subject Property	(5) 4,000-gallon USTs / Gasoline	1963	Removed (prior to 1991)
		(1) 10,000-gallon UST/ Diesel	1985	Removed (prior to 1991)
		(3) 10,000-gallon UST/ Gasoline / ethanol	1985	Removed (2011)
		(1) 10,000-gallon UST/ Diesel	1985	Removed (2011)
		(1) 550-gallon UST/ No. 2 Fuel Oil	Unknown	Removed (1995)

administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls. The Subject Property was not identified on state or tribal Engineering Control or Institutional Control Registries. However, six sites located within 0.5 mile of the Subject Property were identified on state or tribal Engineering Control or Institutional Control Registries. Due to duplicate entries, the six listings represent three sites. Information regarding the listed sites is presented in the following table:

STATE AND TRIBAL ENGINEERING CONTROL / INSTITUTIONAL CONTROL REGISTRIES			
Site	Distance / Direction / Gradient*	ID No.	Regulatory Status
Terrell Associates Inc. W. Hiawatha Boulevard Syracuse, NY	Subject Property	57612	Agency: USEPA Engineering Control: Excavation Institutional Control: GW monitoring Status: Potential for contamination eliminated Contaminants: Chlorinated and non-chlorinated solvents Media Impacted: Soil, groundwater
Oil City / Carousell Center - Phase I 306 Hiawatha Boulevard Syracuse, NY	Adjacent / East / Upgradient	349317	Agency: USEPA Engineering Control: Not reported Institutional Control: Soil Management Plan Status: Active Contaminants: VOCs, SVOCs, and metals Media Impacted: Soil, groundwater
Quanta Resources Site 2802-2810 Lodi Street Syracuse, NY	0.212 mile / East-northeast / Upgradient	58626	Agency: USEPA Engineering Control: Excavation Institutional Control: Ground Water Use Restriction, Soil Management Plan, O&M Plan, Environmental Easement Status: Potential for contamination eliminated Contaminants: VOCs, Oil, Metals, PCBs Media Impacted: Soil, groundwater
McKesson EnviroSystems 400 Bear Street Syracuse, NY	0.452 mile / East / Upgradient	56333	Agency: USEPA Engineering Control: Not reported Institutional Control: Not reported Status: Not reported Contaminants: Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes), petroleum products, solvents Impacted: Soil & GW

* Presumed hydrogeologic gradient based upon regional topography

A former occupant of the Subject Property, Terrell Associates Inc., was listed on state and tribal institutional control and engineering control registries. Further discussion is presented in Section 4.3.8 of this report.

Based upon the separating distance and/or presumed hydrogeologic gradient relative to the Subject Property, it is considered unlikely that conditions associated with the remaining identified sites represent an environmental concern to the Subject Property.

State and Tribal Voluntary Cleanup Sites

The Subject Property and no sites located within 0.5 mile of the Subject Property were identified on state or tribal Voluntary Cleanup Site databases. Information regarding the listed site is presented in the following table:

STATE AND TRIBAL VOLUNTARY CLEANUP SITES			
Site	Distance / Direction / Gradient	ID No.	Regulatory Status
401 West Hiawatha Boulevard 401 West Hiawatha Boulevard Syracuse, NY	Subject Property	56857	Responsible Party: NA Notification Date: NA Contaminants: Not reported Media Impacted: Not reported Status: Application not received. Applicant decided to enter the BCP not the VCP Date of Closure: NA
PCO Terminal Facility 420 West Hiawatha Boulevard Syracuse, NY	Subject Property	56772	Responsible Party: Amerada Hess Notification Date: 11/30/2000 Contaminants: Not reported Media Impacted: Groundwater Status: Active Date of Closure: NA

* Presumed hydrogeologic gradient based upon regional topography

Two former occupants of the Subject Property, were identified on the VCP database. Further discussion is presented in Section 4.3.8 of this report. Based upon the nature of the VCP database (no spill-related listings), it is considered unlikely that conditions associated with the identified Voluntary Cleanup Site represents an environmental concern to the Subject Property.

State and Tribal Brownfield Sites

The Subject Property was not identified on state or tribal Brownfield Sites databases. However, five sites located within 0.5 mile of the Subject Property were identified on state or tribal Brownfield Sites databases. Information regarding the listed sites is presented in the following table:

STATE AND TRIBAL BROWNFIELD SITES			
Site	Distance / Direction / Gradient	ID No.	Regulatory Status
Oil City / Carousel Center – Site 7 311-317 Hiawatha Blvd West Syracuse, NY	0.26 miles / East / Upgradient	450311	Notification Date: Not reported Contaminants: Petroleum Media Impacted: Soil and GW Status: Active Date of Closure: NA
Oil City / Carousel Center – Phase I 306 Hiawatha Blvd West Syracuse, NY	Adjacent / East / Upgradient	450303, 450304, 349317	Notification Date: 6/10/2011 Contaminants: VOCs, SVOCs, and metals Media Impacted: Soil & GW Status: Remedial Investigation Work Plan Date of Closure: NA
Mobil Oil Syracuse Terminal (Oil City/Carousel Center Site 9) 502 Solar Street Syracuse, NY	0.304 mile / Southeast / Crossgradient	450314	Notification Date: Not reported Contaminants: Petroleum Media Impacted: Soil and GW Status: Active Date of Closure: NA

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New York State Pollution Discharge Elimination System (SPDES)

The Subject Property was listed on the SPDES database (Permit No. NY0232386). According to information presented in Alpha's report, a slurry wall was constructed around most of the building foundation as a measure to manage/control groundwater levels. A series of three 3,000-gallon aboveground plastic tanks are utilized to collect groundwater diverted from the building foundation. The plastic collection tanks and associated treatment shed are situated at the southwestern portion of the Subject Property. Containerized groundwater is treated via sand and carbon filtration prior to its discharge into Barge Canal in accordance with New York State Pollution Discharge Elimination System (SPDES) Permit #NY-0232386. The renewal application for the discharge permit was submitted on October 18, 2011. Although the formal approval is pending from the NYSDEC, this system has been operating since 1990 and no concerns regarding the re-approval were raised by Spectra. This groundwater management system was reportedly for design purposes only and is not associated with either remedial system. According to the FRS Report (see FINDS/ECHO listings below), the permit expired on February 2, 2016. However, according to Mr. David Aitken, the Subject Property Owner's Representative, stated that the SPDES permit is currently being reviewed.

Facility Index System (FINDS)

FINDS is a centrally managed database by the USEPA that identifies facilities, sites or places subject to environmental regulations or of environmental interest. The database provides information regarding environmental activities that may affect air, water, and land in the United States. It is usually a cross reference to other sources/databases that contain more detail. According to the database, the Subject Property is identified with Registry ID 110006700711 (Carousel Center) on the environmental Interest/Information System, State Master.

EBI researched the Registry ID within the EPA Facility Registry Service (FRS) online database. Registry ID 110006700711 (Carousel Center) was cross-referenced as a RCRA site (no violations found) and as a Clean Water Act (CWA) site. Review of the FRS online database indicated that the SPDES Permit for discharge of treated water into Barge Canal, expired on February 2, 2016. However, according to Mr. David Aitken, the Subject Property Owner's Representative, stated that the SPDES permit is currently being reviewed. A copy of the FRS Facility Detail Report is included in Appendix C.

Enforcement & Compliance History Information (ECHO)

The ECHO database provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide. The Subject Property was identified on the ECHO database with Registry ID 110006700711 (Carousel Center) on the environmental Interest/Information System, State Master.

EBI researched the Registry ID within the EPA Facility Registry Service (FRS) online database. Registry ID 110006700711 (Carousel Center) was cross-referenced as a RCRA site (no violations found) and as a Clean Water Act (CWA) site. Review of the FRS online database indicated that the SPDES Permit for discharge of treated water into Barge Canal, expired on February 2, 2016. However, according to Mr. David Aitken, the Subject Property Owner's Representative, stated that the SPDES permit is currently being reviewed. A copy of the FRS Facility Detail Report is included in Appendix C.

4.1.3 Local Regulatory Agency Records

Local municipal offices consulted during the completion of this assessment included the following: City of Syracuse Building Department, Engineering Department, Fire Department - Fire Prevention Division, and the New York State Department of Environmental Conservation.

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STATE AND TRIBAL BROWNFIELD SITES			
Site	Distance / Direction / Gradient	ID No.	Regulatory Status
Oil City / Carousel Center – Site 6 401 Hiawatha Blvd West Syracuse, NY	0.26 miles / East / Upgradient	450308	Notification Date: Not reported Contaminants: Petroleum Media Impacted: Soil and GW Status: Active Date of Closure: NA
Oil City / Carousel Center – Phase I 1 Carousel Center Dr West Syracuse, NY	Adjacent / East / Upgradient	450305	Notification Date: 6/10/2011 Contaminants: VOCs, SVOCs, and metals Media Impacted: Soil & GW Status: Remedial Investigation Work Plan Date of Closure: NA
Oil City / Carousel Center – Site 8 300 Bear Street Syracuse, NY	0.317 mile / Southeast / Crossgradient	450313	Notification Date: Not reported Contaminants: Foundry slag Media Impacted: Soil Status: Active Date of Closure: NA

* Presumed hydrogeologic gradient based upon regional topography

Based upon the current regulatory status, separating distance and/or presumed hydrogeologic gradient relative to the Subject Property, it is considered unlikely that conditions associated with the identified Brownfield Sites represent an environmental concern to the Subject Property.

New York State Pollution Discharge Elimination System (SPDES)

The Subject Property was identified on the NY, NJ, and PA Manifest databases. Information regarding the Subject Property is presented in the following table:

MANIFEST			
Site	Distance / Direction / Gradient	ID No.	Facility Status
Carousel Center 9090 Carousel Center Syracuse, NY	Subject Property	NYR000145359	No violations
Conklin Limited Incorporated 372 West Hiawatha Boulevard Syracuse, NY		NYD986870558	No violations
Macy's - Carousel #148 9509 Carousel Center Syracuse, NY		NYR000144717	No violations
PCO Terminal Facility 420 West Hiawatha Boulevard Syracuse, NY		NYD010768822	No violations
Hess Corporation 420 Hiawatha Boulevard Syracuse, NY		NYR000030015	No violations

* Presumed hydrogeologic gradient based upon regional topography

Based upon the absence of reported violations, it is considered unlikely that conditions associated with the Subject Property Manifest listings represent an environmental concern to the Subject Property.

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City of Syracuse Building Department

EBI reviewed available files regarding the Subject Property at the City of Syracuse Building Department for information regarding past uses of the Subject Property. The original building permits and certificates of occupancy for the existing building indicate that the building was constructed in 1989-1990 with additions in 1994 and 1998. Building permits for general tenant improvements were additionally on file for the Subject Property. Information regarding former structures associated with historic occupants were reportedly not available for review. The review of Building Department records did not identify past uses of the Subject Property that would constitute a recognized environmental condition.

City of Syracuse Engineering Department

EBI reviewed available files regarding the Subject Property at the City of Syracuse Engineering Department. According to information reviewed at Engineering Department, the building is connected to the municipal sewer and water systems.

City of Syracuse Fire Department

EBI has submitted a written request to AGENCY for information regarding the generation, transportation, storage, treatment, disposal, and/or spills or releases of hazardous substances or petroleum products at the Subject Property, in accordance with the Freedom of Information Act (FOIA). As of the date of this report, EBI has not received a response to this inquiry. Upon receipt of the agency response, if the provided information has a material affect on the findings of this report, EBI will forward this information as an addendum to this report. If no response is received, or no material information is identified, our report will not be modified.

New York State Department of Environmental Conservation

EBI has submitted a written request to the New York State Department of Environmental Conservation (NYSDEC) for information regarding the generation, transportation, storage, treatment, disposal, and/or spills or releases of hazardous substances or petroleum products at the Subject Property, in accordance with the FOIA. As of the date of this report, EBI has not received a response to this inquiry. Upon receipt of the agency response, if the provided information has a material affect on the findings of this report, EBI will forward this information as an addendum to this report. If no response is received, or no material information is identified, our report will not be modified.

4.2 PHYSICAL SETTING

4.2.1 Topography

The Subject Property is located at an elevation of approximately 15 feet above mean sea level (msl). The topography of the Subject Property is relatively flat and slopes gently to the west-southwest toward the confluence of Onondaga Lake and Onondaga Creek/Barge Canal. The Subject Property is located in a sloping area, and the general slope of the surrounding region is to the west (see Figure 2 - Locust Map, which depicts the location of the Subject Property on the Syracuse, New York USGS 7.5 Minute Topographic Quadrangle).

4.2.2 Geology and Soils

No bedrock outcroppings were observed at the Subject Property. Information concerning the geology of the Subject Property was obtained from the USGS Ground Water Atlas of the United States, New York (1997). The Subject Property is located within the Central Lowlands physiographic province, which is characterized by a low-relief surface formed by glacial till, outwash plains, and glacial-lake plains, and is underlain by layered sedimentary bedrock.

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According to the Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS) website (<http://websoilsurvey.nrcs.usda.gov/app/>), the dominant soil composition in the vicinity of the Subject Property is classified as Made Land (ML). This soil consists of deep, somewhat excessively drained soils consisting of channery loam. The soil extends to a depth of 70 inches. Permeability is moderately low to high, and the available water capacity is low. The depth to bedrock is typically greater than 80 inches.

4.2.3 Hydrogeology and Hydrology

The Onondaga Creek/Barge Canal is located adjacent to the south of the Subject Property. This surface water feature discharges to Onondaga Lake, located approximately 125 feet west of the Subject Property.

Local groundwater gradient is expected to follow surface topography; therefore, groundwater flow near the Subject Property is expected to flow to the west-southwest. Groundwater depths and flow gradients are best evaluated by a subsurface investigation involving the installation of at least three groundwater monitoring wells and precise measurements of hydrostatic pressure. Two remediation wells were observed, and evidently correspond to two of the wells identified in the previous report cited in Section 4.3.8 of this report.

The hydrogeologic gradient of the Subject Property is to the west-southwest, generally towards Onondaga Lake and the outlet of the Barge Canal into Onondaga Lake. According to a previous report, cited in Section 4.3.8, "According to information presented in Alpha's report, a slurry wall was constructed around most of the building foundation as a measure to manage/control groundwater levels. A series of three 3,000-gallon aboveground plastic tanks are utilized to collect groundwater diverted from the building foundation. The plastic collection tanks and associated treatment shed are situated at the southwestern portion of the Subject Property. Containerized groundwater is treated via sand and carbon filtration prior to its discharge into Barge Canal in accordance with New York State Pollution Discharge Elimination System (SPDES) Permit #NY-0232386. The renewal application for the discharge permit was submitted on October 18, 2011. Although the formal approval is pending from the NYSDEC, this system has been operating since 1990 and no concerns regarding the re-approval were raised by Spectra. This groundwater management system was reportedly for design purposes only and is not associated with either remedial system."

Based on the active containment of shallow groundwater along the southwestern boundary of the Subject Property closest to the Barge Canal, it is unlikely that residual contaminants in shallow groundwater from historical industrial activities at the Subject Property would migrate to the Barge Canal and ultimately to Onondaga Lake. This assumes the continuation of the groundwater treatment system until such time as concentrations of contaminants drop below acceptable levels, and the discharge permit is closed.

4.3 HISTORICAL USE OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES

EBI attempted to determine the history of the Subject Property dating back to 1940 or first developed use. The following table summarizes the historical use of the Subject Property and surrounding area.

HISTORICAL USE SUMMARY			
Period	Historical Uses		Source(s)
	Subject Property	Surrounding Area	

HISTORICAL USE SUMMARY			
Period	Historical Uses		Source(s)
	Subject Property	Surrounding Area	
Early 1900s	Until 1910, the Subject Property featured a salt marsh and was utilized for the commercial production of salt.	Undeveloped land.	Aerial Photographs City Directories Topographic maps Municipal records Sanborn Maps Previous Reports
1900s-1930	Property use featured disposal of construction debris and byproducts from the early 1900s through 1930.	Commercial to north, south, east and west.	Aerial Photographs City Directories Topographic maps Municipal records Sanborn Maps Previous Reports
1930-1988	The southern portion of the Subject Property included a bulk petroleum terminal from the 1930s through 1995. A junkyard and concrete batching facility were also operating at the Subject Property from the 1930s until the late 1980s.	Commercial to east, Railroad tracks to west; Railroad tracks and Interstate 81 to north; Onondaga Creek/Barge Canal to south.	Aerial Photographs City Directories Topographic maps Municipal records Sanborn Maps Previous Reports
1989-1990	The Carousal Center mall was constructed in 1989 and 1990.	Commercial to east; Railroad tracks to west; Railroad tracks and Interstate 81 to north; Onondaga Creek/Barge Canal to the south.	Aerial Photographs City Directories Topographic maps Municipal records Sanborn Maps Previous Reports
1991 to Present	The Subject Property has operated as Carousal Center since 1990. Additions were constructed in 1994 and 1998. All bulk petroleum storage apparatuses were removed from the Subject Property by June 1995.	Commercial to east; Railroad tracks to west; Railroad tracks and Interstate 81 to north; Onondaga Creek/Barge Canal to south.	Aerial Photographs City Directories Topographic maps Municipal records Previous Reports

The Subject Property was initially a salt marsh that was utilized for the commercial production of salt until approximately 1910. Between the early 1900s and 1930, the Subject Property was used for the disposal of construction debris and production byproducts including calcium carbonate, calcium chloride and calcium oxide. The southern portion of the Subject Property operated as a bulk petroleum terminal from the 1930s through 1995. From the 1930s until 1988, a significant portion of the Subject Property operated as a junkyard known as Marley scrap metal. In addition, a section of the Subject Property was historically occupied by Clark Concrete, a concrete batching facility.

4.3.1 Aerial Photographs

Historical aerial photographs may be used to evaluate changes in land use and to identify visible areas of potential environmental concern. A search for historical aerial photographs depicting the Subject

Property and vicinity was conducted by Environmental Data Resources, Inc. (EDR). Aerial photographs depicting the Subject Property were reviewed and are summarized in the following table. Copies of the aerial photographs are presented in Appendix F.

AERIAL PHOTOGRAPH SUMMARY		
Year	Issues Noted	Observations
1938	No	Subject Property: What appears to be a dried lake bed is shown in the northern portion of the Subject Property. The southern portion of the Subject Property is shown as graded land. Surrounding Area: The existing Onondaga Creek / Barge Canal is shown adjacent to the south, and a railroad is shown adjacent to the west, followed by Onondaga Lake, and in the northern portion. The properties adjacent to the east are shown as graded land followed by a road in the current location of West Hiawatha Boulevard, followed by a bulk storage facility.
1951	No	Subject Property: The lake is shown as having water in the western portion, and the eastern portion appears to be in the process of being filled in. Surrounding Area: A large bulk storage tank is shown in the eastern portion of the property adjacent to the east along West Hiawatha Boulevard.
1959	No	Subject Property: The central portion of the Subject Property is shown as being in-filled with material. A railroad spur is shown entering the Subject Property from the east. Surrounding Area: Two rectangular commercial buildings are shown on the property adjacent to the east. Interstate 81 is shown as under construction adjacent to the north.
1966	No	Subject Property: Conditions on the Subject Property are similar to those shown on the 1959 photo. Surrounding Area: Additional bulk storage tanks are shown on the property adjacent to the east.
1978, 1986, 1988	No	Subject Property: The Subject Property is shown as vacant land with in-fill material. The southern portion of the Subject Property is shown as occupied by two bulk storage tanks. Surrounding Area: Several commercial buildings and bulk storage tanks are shown on the property adjacent to the east.
1995, 2006	No	Subject Property: The Subject Property is improved with the existing mall building, sans the two story parking deck in the northwestern portion (shown by 2006). Areas surrounding the building are shown as asphalt-surface parking. Surrounding Area: An asphalt surface parking lot is shown adjacent to the east. Most of the bulk storage tanks to the east are not shown.
2008	No	Subject Property: Conditions on the Subject Property are similar to those shown on the 2006 photo. Surrounding Area: A portion of the existing mall expansion is shown on the property adjacent to the east. The properties further to the east, formerly occupied by bulk storage tanks, are shown as asphalt-surface parking.
2009, 2011	No	Subject Property: Conditions on the Subject Property are similar to those shown on the 2008 photo. Surrounding Properties: The existing mall expansion is shown adjacent to the east.

4.3.2 Fire Insurance Maps

A search for historical fire insurance maps depicting the Subject Property and vicinity was conducted by EDR Sanborn Maps, Inc. (EDR). The properties adjacent to the east are depicted on the Sanborn Maps as summarized in the following table. Copies of the Sanborn Maps are presented in Appendix F.

FIRE INSURANCE MAP SUMMARY		
Year	Issues Noted	Observations
1911	No	Subject Property: Not depicted. Surrounding Properties: The property adjacent to the east is depicted as vacant followed by West Hiawatha Boulevard. A railroad is depicted in the northern portion of the Subject Property.
1950, 1953	No	Subject Property: Not depicted. Surrounding Properties: A bulk storage tank (2,500,000 gallons) is depicted on the property adjacent to the east.
1965, 1968, 1971	No	Subject Property: Not depicted. Surrounding Properties: A furniture store and office is depicted in the northeastern portion of the property adjacent to the east.
1990	No	Subject Property: Not depicted. Surrounding Properties: The property adjacent to the east is labeled as "Shopping Center Beyond."

4.3.3 Topographic Maps

Historical topographic maps provide information related to physical land configuration such as elevation, ground slope, surface water and other features. While most buildings in densely developed urban centers are not depicted, topographic maps typically show structures equal to or larger than the size of a single-family residence in rural areas. Other notable features such as woods, pipelines, municipal boundaries, and areas of filled land are often marked on topographic maps.

A search for historical topographic maps depicting the Subject Property and vicinity was conducted by EDR. Historical topographic maps depicting the Subject Property were reviewed and are summarized in the following table. Copies of the topographic maps are presented in Appendix F.

TOPOGRAPHIC MAP SUMMARY		
Year	Issues Noted	Observations
1895, 1898	Yes	Subject Property: Approximately seven storage tanks are depicted on the central portion of the Subject Property, and what appears to be an intermittent stream is depicted bisecting the Subject Property from the Barge Canal to the southeast to Onondaga Lake to the northwest. Surrounding Properties: Railroad tracks are depicted adjacent to the west. The property adjacent to the east is depicted as vacant with the exception of several bulk storage tanks followed by a road in the current location of West Hiawatha Boulevard. Barge Canal is depicted adjacent to the south.
1939, 1947	No	Subject Property: The northern portion of the Subject Property is depicted as a lake with some marsh land adjacent to the south of the lake followed by a railroad yard in along the northern boundary. Surrounding Properties: The New York Central Railroad is depicted adjacent to the west. The property adjacent to the east is depicted as vacant followed by an improved West Hiawatha Boulevard. Barge Canal is depicted adjacent to the south.
1958	Yes	Subject Property: A railroad spur is depicted in the central eastern portion of the Subject Property. A rectangular commercial building is depicted at the end of the spur. The lake is no longer depicted in the northern portion of the Subject Property. The Subject Property is labeled as "Oil and Gasoline." Surrounding Properties: Interstate 81 is depicted adjacent to the north. The property adjacent to the east is occupied by one large bulk storage tank and two rectangular

TOPOGRAPHIC MAP SUMMARY		
Year	Issues Noted	Observations
		commercial buildings. Multiple bulk storage tanks are depicted to the east across West Hiawatha Boulevard.
1973-1978	Yes	Subject Property: Conditions on the Subject Property are similar to those depicted on the 1958 map, with the exception of several unpaved access roads. Surrounding Properties: Approximately eight bulk storage tanks are depicted on the property adjacent to the east. A sewage treatment plant is depicted to the south of Barge Canal.
2013	No	Subject Property: No improvements or structures are depicted on the Subject Property. Harborside Drive and Carousel Center are depicted along the boundary of the Subject Property. Surrounding Properties: No bulk storage tanks are depicted on the property adjacent to the east. A sewage treatment plant is depicted to the south of Barge Canal.

4.3.4 Street Directories

Street directories are commercial publications containing names and addresses, and in many cases, occupations of the occupants of a particular community. The directories may also contain information pertaining to business processes conducted within a community. A search for historical street directories was conducted by Environmental Data Resources, Inc. (EDR). Historical street directories were reviewed and are summarized in the following table. Copies of the street directories are presented in Appendix F.

STREET DIRECTORY SUMMARY		
Year	Issues Noted	Occupants
1938	No	Subject Property: No listing Surrounding Properties: Retail / commercial
1942-1948	No	Subject Property: No listing Surrounding Properties: Retail / commercial
1953-1959	No	Subject Property: Marley - Div. Abe Cooper (320 Hiawatha, 1959) Surrounding Properties: Retail / commercial
1964-1988	Yes	Subject Property: Hess Service Station, Amerada Hess Corp. (420 Hiawatha), Marley - Div. Abe Cooper (320 Hiawatha) Surrounding Properties: Retail / commercial
1993-1999	No	Subject Property: Carousel Center Surrounding Properties: Retail / commercial
2003-2013	No	Subject Property: Carousel Mall (Destiny USA Drive) Surrounding Properties: Retail / commercial

4.3.5 Recorded Land Title Records

Land title records provide information on previous ownership of a property. Typically, deeds signifying transfer of a land parcel are recorded in county files and can be researched to determine the identity of past owners. A "chain of title" is a continuous record of ownership for a specific parcel. A 50-year chain of title search was not included in the scope of work for this assessment.

- Petroleum-contaminated soil associated with the former bulk petroleum terminal is treated by in-situ bioremediation. Petroleum-impacted groundwater attributable to the former operations of the bulk petroleum facility is managed by recovery trench and well systems. The collection trench and recovery well systems are located along the southern portion of the easterly abutting 306 West Hiawatha Boulevard parcel (Destiny USA). Groundwater is treated with activated carbon prior to its discharge into Onondaga Creek/Barge Canal reportedly in accordance with a permit issued by NYSDEC.
- According to information presented in Alpha's November 2006 report, two remedial systems are presently operating at the Subject Property. Alpha refers to the remedial systems as the Clark containment system and the Hess remediation system. Based upon information presented in Alpha's report, it appears that the actual Clark containment structure is predominantly located on the embedded parcel (350 West Hiawatha Boulevard Rear, which is not part of the Subject Property), although the groundwater monitoring wells for the Clark Containment structure are located along the southwestern portion of the Subject Property. The Hess remediation system is located on the southern portion of the easterly abutting property identified as 306 West Hiawatha Boulevard.
- As stated in Alpha's report, The Clark containment system and Hess remedial systems were designed and implemented specifically to prevent offsite migration and eliminate exposure pathways...The remedial measures and on-going maintenance and monitoring at the Project site include the components that comprise the Clark containment system and the Hess terminal remediation system. Legal agreements between the owner/operators and the NYSDEC were executed for the implementation, operation and maintenance and monitoring of these systems. The Clark containment system and the former Hess terminal remedial systems are the responsibility of Pyramid Company of Onondaga. These systems exist beneath existing roads and parking areas and are operated and maintained consistent with mall operations. Remediation, maintenance and monitoring associated with these systems will continue until such time as approval is received from the NYSDEC to discontinue such activities (page 5).
- According to information presented in Alpha's report, a slurry wall was constructed around most of the building foundation as a measure to manage/control groundwater levels. A series of three 3,000-gallon aboveground plastic tanks are utilized to collect groundwater diverted from the building foundation. The plastic collection tanks and associated treatment shed are situated at the southwestern portion of the Subject Property. Containerized groundwater is treated via sand and carbon filtration prior to its discharge into Barge Canal in accordance with New York State Pollution Discharge Elimination System (SPDES) Permit #NY-0232386. The renewal application for the discharge permit was submitted on October 18, 2011. Although the formal approval is pending from the NYSDEC, this system has been operating since 1990 and no concerns regarding the re-approval were raised by Spectra. This groundwater management system was reportedly for design purposes only and is not associated with either remedial system.
- Alpha's report states that one fuel oil underground storage tank (UST) was removed from the Subject Property in July 1988. There was no visible evidence of petroleum product contamination at the time the tank was removed in July 1998 (page 8). Alpha's report does not disclose this UST's former location on the Subject Property.
- As concluded by Alpha, two historical recognized environmental conditions have been identified. These include solvent-contaminated soil and groundwater at the former Clark property and petroleum-impacted soil and groundwater at the Hess terminal...These remedial measures now consist only of continued operation, maintenance and monitoring (page 21).

4.3.6 Property Tax Records

The property card for the Subject Property was obtained at the City of Syracuse Assessor's Office. The property card identifies the current owner as SYR Industrial Development Agency. Assessor's Office records indicate that the existing building was constructed in 1990-1993. A listing of the former Subject Property owners was not available for review.

4.3.7 Environmental Liens and Activity and Use Limitations

A search for Environmental Liens and Activity and Use Limitations was not included in the scope of this assessment.

4.3.8 Previous Environmental Reports

EBI was provided with the following previous environmental reports performed for the Subject Property.

Phase I Environmental Site Assessment, Carousel Center, Syracuse, New York, prepared by Alpha Geoscience (Alpha), dated November 14, 2006

- The scope of work for Alpha's November 2006 report included site reconnaissance, review of an environmental database report, review of available historical and municipal information for the Subject Property and review of environmental reports dated 1995, 2000, 2002, 2004 and 2005 previously prepared for the Subject Property.
- Information presented in Alpha's report states that extensive environmental investigations were completed during the late 1980s at the Subject Property prior to its development as Carousel Center. These extensive investigations included soil, sediment, surface water and groundwater testing at the Subject Property and vicinity parcels. An electromagnetic survey was also conducted on a portion of the Subject Property which did not identify the presence of tanks or other buried metal objects.
- As summarized in the November 2006 report, based upon their extensive investigations, Alpha identified only two recognized environmental conditions at the Subject Property, including chlorinated solvent-contaminated soil and groundwater at the location of the former Clark concrete batching plant (central to western portion of the site), and petroleum-impacted soil and groundwater in the vicinity of the former bulk petroleum terminal (southern portion of the site).
- During the construction of the existing mall building in 1989 and 1990, chlorinated solvent-impacted soils were excavated from the location of the former on-site Clark concrete batching plant operation and placed in a containment structure which is predominantly situated at the embedded parcel (350 West Hiawatha Boulevard Rear). This containment structure is reportedly an engineered landfill constructed of and entirely contained by double 60-mil high density polyethylene (HDPE) liners and equipped with leachate collection and leak detection systems. Leachate is pumped into a 5,000-gallon plastic storage tank (a holding tank) located at the exterior along the southwestern portion of the Subject Property prior to its ultimate removal and off-site disposal by a licensed hazardous waste hauler. Chlorinated solvent-impacted groundwater was reportedly pumped from the Subject Property during the construction of the existing building and disposed off-site.

- Additionally, NYSDEC identifies the Subject Property as a regulatory site with 19 case #s (only two of which remain active) summarized as follows. Of note, the releases tracked by NYSDEC case #s include the Subject Property's current address (i.e., 9090 Carousel Center Drive or Carousel Center) as well as its former addresses including 372 and 420 West Hiawatha Boulevard.
- NYSDEC case #s and regulatory status for the Subject Property (9090 Carousel Center Drive or Carousel Center):
 - 8912290-closed
 - 9005463-closed
 - 9211699-closed
 - 9303122-closed
 - 9710261-closed
 - 0111403-closed
- NYSDEC case # and regulatory status for the Subject Property (372 Waste Hiawatha Boulevard):
 - 57612-active
- NYSDEC case #s for the Subject Property (former Hess bulk petroleum facility, 420 West Hiawatha Boulevard):
 - 8806840-closed
 - 8900129-closed
 - 8900496-closed
 - 8907238-closed
 - 9005128-closed
 - 9010186-closed
 - 9305483-closed
 - 9401235-closed
 - 9403339-closed
 - 9407702-closed
 - 9710443-closed
 - 56772-active

OVERALL PROPERTY--152 ACRES OF LAND INCORPORATING THE SUBJECT PROPERTY

The Subject Property is part of a section of North Syracuse that was historically designated as Oil City. Oil City (herein referred to as Oil City or the overall property) comprised roughly 152 acres of land and previously featured bulk petroleum terminals, junkyards, waste disposal/landfilling and other industrial operations. During the first half of the 20th century, miscellaneous fill materials, including ammonia-soda process waste (typically containing calcium chloride and various carbonates) as well as construction and demolition (C&D) wastes were deposited throughout the overall property. From the 1950s through the late 1990s, the overall property included more than 80 bulk petroleum ASTs containing millions of gallons of petroleum products. Contamination identified at the overall property and associated with historic uses includes solid waste fill materials, ammonia-soda/Solvay process waste, heavy metals, polychlorinated biphenyls (PCBs), VOCs and semi-volatile organic compounds (SVOCs).

The overall property has been subject to extensive environmental investigations (specifically summarized above for the Subject Property), and the nature and extent of contamination has generally been categorized/characterized. Some remedial measures have been completed in certain areas of the overall property based upon the findings of investigative studies.

NYSDEC reportedly acknowledges that the current use of the overall property is compliant with residual contaminants of concern (COCs) that remain in affected environmental media. However, contamination that remains in affected environmental media throughout the overall property may complicate any proposed redevelopment activities. Additional development, whereby the subsurface will be disturbed, would likely require further environmental assessment and remediation that must be coordinated, reviewed and approved by NYSDEC and could involve very large costs.

In June 2005, Destiny USA Development, LLC submitted a voluntary Brownfield Cleanup Program (BCP) application to NYSDEC for the overall property (i.e., the 152 acres of land). Since the late 1980s, these 152 acres have been considered underutilized, targeted by the City of Syracuse and others for redevelopment from blight into a world-class destination. The entire 152-acre site was proposed to be redeveloped in phases (portions have already been completed including the Subject Property Carousel Center mall) as a unique destination incorporating commercial, entertainment and tourism uses.

Further remedial efforts are proposed to be completed in accordance with NYSDEC's BCP to make redevelopment, management of regulatory compliance and remedial efforts across the overall property more manageable. As part of the BCP Agreement, the owner receives 10% of the costs associated with the investigation, remediation and construction of the Brownfield Site from the NYSDEC upon completion in the form of tax rebates.

In July 2011, approximately 135 acres of the originally proposed 152-acre overall property were approved by NYSDEC for participation in the BCP as nine separate Brownfield Site Cleanup Agreements effective as of June 28, 2005. The footprint of the existing Carousel Center mall building was excluded from participation in the BCP (hence the reduction from 152 acres to 135 acres of land eligible for participation in NYSDEC's BCP). For the purposes of the BCP application, the approved 135 acres of the overall property were subdivided into nine designated Brownfield sites, identified as Phase I and Brownfield Site 2 through 9. The Subject Property is specifically identified as Brownfield site 4.

Subject Property Brownfield Site 4

EBI reviewed the following Draft Remedial Investigation Work Plan (RIWP) prepared for Brownfield Site 4, which was submitted to NYSDEC in August 2011. NYSDEC approval is currently pending.

Draft Remedial Investigation Work Plan, Site 4 (NYSDEC Site #C734132), Brownfield Cleanup Program, Destiny USA, Syracuse, New York, prepared by Spectra Environmental Group, Inc. (Spectra), dated August 2011

- Brownfield Site 4 includes 34.36 acres of land that surround the Carousel Center mall building to the north, west and south, and is currently utilized as a surface parking lot. Information presented in Spectra's report indicates that Brownfield Site 4 has been subject to extensive investigative and remedial actions implemented under NYSDEC (discussed by EBI above) in accordance with the planning and construction of the existing mall building.

- Existing environmental conditions at Brownfield Site 4 include soil contaminated with petroleum, metals, VOCs, SVOCs, PCBs and ammonia-soda/Solvay waste above applicable NYSDEC standards. Residual soil contamination is capped by the presence of the asphalt paved parking lot. Brownfield Site 4 groundwater is impacted with petroleum constituents, metals and VOCs at concentrations above applicable NYSDEC standards. As stated by Spectra, "...any additional construction activities which will materially affect any of the existing remediation systems require NYSDEC re-evaluation of the adequacy of the affected systems and may trigger the need for further investigation and/or remediation (page 1).
- The Brownfield Site 4 Draft RIWP describes the tasks proposed to be completed during the remedial investigation. Elements of the RIWP will include investigations of geology, hydrogeology, groundwater flow, contaminant movement, impacts to groundwater and soil vapor, qualitative exposure assessment, a Quality Assurance/Quality Control (QA/QC) plan and a field health and safety plan. Spectra has proposed the installation of 38 soil borings to assess the nature and extent of contamination. Nine of the 38 borings will be completed as groundwater monitoring wells, and Spectra will also collect groundwater samples from five existing well locations. Fourteen soil vapor points will also be collected from Brownfield Site 4. The results of the remedial investigation will be utilized to determine whether Brownfield Site 4 presents a significant threat to public health and the environment, and whether remedial actions are warranted. As stated by Spectra, "...additional environmental characterization is required to determine the current environmental conditions and the potential remedial measures that may be required, associated with future site development to properly ensure protection of human health and the environment (page 15).
- Spectra anticipates that the RIWP for Brownfield Site 4 can be completed within five to eight months after NYSDEC approval, but cannot project when such approval would be issued or when the RIWP would be completed.

Off-property Brownfield Site Phase I and Sites 2 and 3

The portion of the adjacent property designated as Brownfield Site Phase I includes approximately 10.2 acres and corresponds to the location of the existing Destiny USA building (i.e., the expansion to the westerly abutting Carousel Center mall). Brownfield Sites 2 and 3 include 25.34 acres of land that surround the Destiny USA building to the east, north and south, and are currently utilized as surface parking lots and Carousel Center mall ring roads. The Brownfield status of this site is further discussed in the Destiny USA report, presented under separate cover.

Off-property Brownfield Sites 5, 6, 7, 8 and 9

Off-property Brownfield Site 5 is the 10.33-acre embedded parcel of the Subject Property, addressed as 350 West Hiawatha Boulevard Rear, and includes surface level parking associated with Carousel Center. The off-property Brownfield Sites 6, 7, 8 and 9 comprise approximately 63.83 acres and are located to the southeast of the Subject Property, generally bound to the west by Barge Canal, to the north by West Hiawatha Boulevard, to the south by West Bear Street and to the east by service roads associated with Interstate 81. The off-property Brownfield sites are not included as part of the mortgage property, but are utilized as ancillary surface parking lots associated with Carousel Center mall.

EBI reviewed the following environmental report prepared for Brownfield Site 5, which was submitted to NYSDEC in August 2011. NYSDEC approval is currently pending.

Draft Remedial Investigation Work Plan, Site 5 (NYSDEC Site #C734133), Brownfield Cleanup Program, Destiny USA, Syracuse, New York, prepared by Spectra, dated August 2011

- Brownfield Site 5 is the 10.33-acre embedded parcel of the Subject Property, addressed as 350 West Hiawatha Boulevard Rear, and includes surface level parking associated with Carousel Center mall. Information presented in Spectra's report indicates that Brownfield Site 5 has been subject to extensive investigative and remedial measures implemented by NYSDEC in accordance with the planning and construction of the existing mall building. Brownfield Site 5 contains the containment cell for approximately 60,000 cubic yards of previously-excavated chlorinated solvent-impacted soils which was buried in 1990. The containment cell measures approximately 16.5 to 21 feet thick and is double-lined with two 60-mil HDPE liners. The HDPE liners are overlain by sand, geotextile, crushed stone and filter fabrics to facilitate leachate collection and management.
- Existing environmental conditions at Brownfield Site 5 likely include soil and groundwater contaminated with petroleum, metals, VOCs, SVOCs, PCBs and ammonia-soda/Solvay waste above applicable NYSDEC standards.
- The Brownfield Site 5 Draft RIWP describes the tasks proposed to be completed during the remedial investigation. Elements of the RIWP will include investigations of geology, hydrogeology, groundwater flow, contaminant movement, impacts to groundwater and soil vapor and a qualitative exposure assessment. The results of the remedial investigation will be utilized to determine whether Brownfield Site 5 presents a significant threat to public health and the environment, and whether remedial actions are warranted.
- Because soil conditions at Brownfield Site 5 and the containment cell are well documented and managed under an existing NYSDEC monitoring program, Spectra does not propose any additional soil sampling. Spectra does not recommend installation of vapor sampling points to avoid penetration of the containment cell system. Spectra notes that the containment cell is overlain by an asphalt parking lot which further limits the potential migration of vapors. Groundwater at Brownfield Site 5 is subject to an existing NYSDEC monitoring program, which requires regular groundwater sampling and containment cell monitoring. Spectra proposes the continued groundwater and containment cell monitoring in accordance with NYSDEC protocol.

EBI reviewed the following environmental report prepared for Brownfield Sites 6 and 7, which was submitted to NYSDEC in August 2011. NYSDEC approval is currently pending.

Draft Remedial Investigation Work Plan, Site 6 (NYSDEC Site #C734134) and Site 7 (NYSDEC Site #C734135), Brownfield Cleanup Program, Destiny USA, Syracuse, New York, prepared by Spectra, dated August 2011

- Brownfield Sites 6 and 7 comprise 50.33 acres of land that are currently utilized as off-site auxiliary surface parking for Carousel Center mall. These sites also feature stormwater drainage swales/basins, bus shelters and lighting. Information presented in Spectra's report indicates that "...capping of certain contaminated soils and...other interim remedial measures implemented under the supervision of NYSDEC was sufficiently protective of the public health, safety and environment to permit construction and use of such parking...use of such lands for other than paved parking requires NYSDEC re-evaluation of the adequacy of the existing measures and may trigger the need for further investigation and/or remediation (page 1).

- Brownfield Sites 6 and 7 were historically utilized as bulk petroleum storage facilities for several oil companies including Sunoco, Citgo, Mobil, Atlantic Oil, Alaskan Oil and Buckeye Pipeline. Over 40 bulk petroleum ASTs and associated pipelines were historically present at Brownfield Sites 6 and 7. Extensive investigations were completed at Brownfield Sites 6 and 7 between the 1980s through 2008. Based upon well gauging and elevation data, groundwater at Brownfield Sites 6 and 7 has been estimated to flow to the west and southeast. Existing environmental conditions at Brownfield Sites 6 and 7 include soil and groundwater contaminated with petroleum, metals, VOCs, SVOCs and ammonia-soda/Solvay waste above applicable NYSDEC standards. Previous environmental reports indicate that separate-phase petroleum has been detected on the groundwater table at certain locations across Brownfield Sites 6 and 7. Additionally, groundwater quality at Brownfield Sites 6 and 7 is subject to quarterly monitoring, and separate-phase petroleum is monitored on a monthly basis in accordance with a 2005 Stipulation Agreement between NYSDEC and Destiny USA.
- The Brownfield Sites 6 and 7 Draft RIWP describes the tasks proposed to be completed during the remedial investigation. The proposed investigation will characterize the nature and extent of contamination in soil, groundwater and soil vapor. Elements of the RIWP will include investigations of geology, hydrogeology, groundwater flow, contaminant movement, impacts to groundwater and soil vapor, qualitative exposure assessment, a QA/QC plan and a field health and safety plan. Spectra has proposed the installation of 68 soil borings to assess the nature and extent of contamination at Brownfield Sites 6 and 7. Eleven of the 68 borings will be completed as groundwater monitoring wells. Seventeen soil vapor points will also be collected from Brownfield Sites 6 and 7. The results of the remedial investigation will be utilized to determine whether Brownfield Sites 6 and 7 present a significant threat to public health and the environment, and whether remedial actions are warranted.
- Spectra anticipates that the RIWP for Brownfield Sites 6 and 7 will be completed within five to eight months after NYSDEC approval.

EBI reviewed the following environmental report prepared for Brownfield Sites 8 and 9, which was submitted to NYSDEC in August 2011. NYSDEC approval is currently pending.

Draft Remedial Investigation Work Plan, Site 8 (NYSDEC Site #C734136) and Site 9 (NYSDEC Site #C734137), Brownfield Cleanup Program, Destiny USA, Syracuse, New York, prepared by Spectra, dated August 2011

- Brownfield Sites 8 and 9 comprise 13.50 acres that presently feature vacant undeveloped land. These properties feature stormwater drainage swales/basins and approximately 88,000 cubic yards of vegetated stockpiles of soils previously excavated from the development of Carousel Center mall. Brownfield Site 9 is utilized as a bioremediation area for soils formerly excavated from other areas of Oil City. Spectra estimates that approximately 40,000 cubic yards of vegetated stockpiles of bio-amended soils are present at Brownfield Site 9. The current uses of Brownfield Sites 8 and 9 are reportedly approved by NYSDEC. The bio-amended and excavation stockpiles are reportedly monitored pursuant to an NYSDEC directive. Brownfield Sites 8 and 9 are entirely secured by perimeter fencing.

- Brownfield Sites 8 and 9 were historically utilized as bulk petroleum storage facilities for several oil companies including Mobil Oil, Scotsman Press and Upstate Milk Cooperative, Inc. At least 12 bulk petroleum ASTs, associated pipelines and other petroleum operation appurtenances were historically present at Brownfield Sites 8 and 9. Spectra also observed three bulk petroleum tanks at the property during their 2011 site reconnaissance. Extensive investigations were completed at Brownfield Sites 8 and 9 between 1998 and 2002. Remedial activities completed at Brownfield Sites 8 and 9 have included excavation of petroleum-impacted soils, operation of a soil vapor extraction (SVE) system for approximately eight months in 1999, and enhanced bioremediation (i.e., nutrient injections) combined with air sparging to increase the rate of hydrocarbon degradation. Based upon well gauging and elevation data, groundwater at Brownfield Sites 8 and 9 has been estimated to flow to the southwest. Existing environmental conditions at Brownfield Sites 8 and 9 include soil and groundwater contaminated with petroleum, metals, VOCs, SVOCs and ammonia-soda/Solvay waste above applicable NYSDEC standards. Spectra acknowledges that PCBs may also be present.
- The Brownfield Sites 8 and 9 Draft RIWP describes the tasks proposed to be completed during the remedial investigation. The proposed investigation will characterize the nature and extent of contamination in soil, groundwater and soil vapor. Elements of the RIWP will include investigations of geology, hydrogeology, groundwater flow, contaminant movement, impacts to groundwater and soil vapor, qualitative exposure assessment, a QA/QC plan and a field health and safety plan. Spectra has proposed the installation of 21 soil borings to assess the nature and extent of contamination at Brownfield Sites 8 and 9. Six of the 21 borings will be completed as groundwater monitoring wells. Nine soil vapor points will also be collected from Brownfield Sites 8 and 9.
- To characterize the 88,000-cubic yard vegetated soil stockpile from the excavation of Carousel Center mall, Spectra proposes drilling 20 soil borings across the stockpile and collecting samples for laboratory analyses. This soil characterization analyses will determine whether any soils from the stockpile are suitable for reuse or must be excavated for off-site disposal. To evaluate the effectiveness of previous bioremediation activities, Spectra proposes to evaluate the 40,000-cubic yard bio-amended stockpile. Spectra will divide the existing 40,000-cubic yard bio-amended soil pile into eleven 3,600 cubic yard sections. Initially, five grab soil samples collected from each section will be subject to laboratory analyses. Depending upon soil characterization analytical data, either more rigorous compliance sampling will be conducted, or the divided soil stockpile section will be subject to additional bioremediation.
- The results of the remedial investigation will be utilized to determine whether Brownfield Sites 8 and 9 present a significant threat to public health and the environment, and whether remedial actions are warranted.
- Spectra anticipates that the RIWP for Brownfield Sites 8 and 9 can be completed within five to eight months after NYSDEC approval.

Public Comments to the Proposed NYSDEC Approval of Site Cleanup Plan

- EBI was provided with a copy of the seven public comments received in reference to the NYSDEC's proposal to approve the completed investigations and selected remedial actions for Brownfield site Phase I. The letters indicate a dissatisfaction with the NYSDEC Brownfield program in that it allows significant tax credits back to the developer. No substantive comments regarding the technical adequacy of the work were received.

4.3.9 Other Historical Records and Interviews

Mr. Rob Schoeneck, the Subject Property General Manager, was interviewed to obtain information regarding history of the Subject Property. Mr. Schoeneck reported that the existing improvements were constructed in 1989-1990, with additions in 1994 and 1998. Prior to construction of the existing improvements, the Subject Property was occupied by a bulk petroleum storage facility (known as "Oil City") and a scrap yard.

5.0 SUBJECT PROPERTY RECONNAISSANCE

The Subject Property reconnaissance was conducted by Mr. Andrew Bolland, EBI Field Assessor, on July 28, 2016. Mr. Bolland was accompanied by and interviewed Mr. Rob Schoeneck, the Subject Property General Manager.

5.1 METHODOLOGY AND LIMITING CONDITIONS

The Subject Property reconnaissance consisted of visual and/or physical observations of the Subject Property and improvements, adjoining properties as viewed from the Subject Property boundaries, and the surrounding area based on visual observations made from adjacent public thoroughfares. Building exteriors were observed along the perimeter from the ground, unless described otherwise. Building interiors were observed as they were made safely accessible, unless described otherwise.

At the time of the survey, the weather was sunny and approximately 85° Fahrenheit. During the survey, representative tenant spaces, mechanical spaces, and/or equipment components were observed. There were no significant portions of the Subject Property that were inaccessible or excluded from this survey.

5.2 HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS

5.2.1 Hazardous Substances and Petroleum Products (Identified Uses)

Notable hazardous substances or petroleum products in connection with identified uses observed at the Subject Property are described below.

HAZARDOUS SUBSTANCES AND PETROLEUM PRODUCTS			
General Type of Material	Approximate Quantity / Container / Material	Location	Storage Condition
Cleaning Compounds and Janitorial Supplies	Various sized containers, ranging from aerosol cans to five-gallon pails	Janitorial Closets and Maintenance Room	Good: No leaks or spills
Flammable Storage	(3) Flammable storage cabinets including vendor-packaged latex paints, paint thinners	Flammable storage cabinets in Maintenance Room	Good: No leaks or spills

EBI did not identify evidence of significant leaks, spills, or the improper handling of petroleum or hazardous substances that might impact the environmental condition of the Subject Property.

5.2.2 Hazardous Substances and Petroleum Products (Unidentified Uses)

EBI did not observe evidence of hazardous substance or petroleum products containers at the Subject Property that were not in connection with identified uses.

5.2.3 Unidentified Substances Containers

EBI did not observe evidence of unidentified substances containers at the Subject Property.

5.3 WASTE GENERATION, STORAGE, AND DISPOSAL

EBI identified the following waste streams generated at the Subject Property:

WASTE GENERATION, STORAGE, AND DISPOSAL			
Classification	Type of Waste / Generation Process	Type of Storage / Location	Disposal Method / Contractor
Non-regulated Solid Waste	Municipal solid waste/ routine site operations	(~4) Trash Dumpsters and (~4) trash compactors (Loading Docks)	Various Contractors
	Cardboard Recyclables / Routine Site Operations	(~2) Hydraulic compactor / Balers (Loading Docks)	Waste Management
Non-regulated Liquid Waste	Sanitary Sewage / Routine Site Operations	NA (Municipal Sanitary Sewer)	City of Syracuse
	Waste cooking grease/ Restaurant tenants	(2) Designated 300-gallon in ground waste grease traps exterior to west of building. (2) Grease Pigs (Loading Dock)	Baker Commodity
Regulated Solid or Liquid Waste	Effluent from active groundwater recovery system	Groundwater treatment discharges to Onondaga Creek / Barge Creek	SPDES Discharge Permit No. NY-NY0232386
Biomedical Waste	None identified	NA	NA

No evidence of improper solid waste management or the improper disposal of hazardous substances or petroleum products was observed at the time of reconnaissance.

According to a previous environmental report cited in Section 4.3.8, "according to information presented in Alpha's report, a slurry wall was constructed around most of the building foundation as a measure to manage/control groundwater levels. A series of three 3,000-gallon above-ground plastic tanks are utilized to collect groundwater diverted from the building foundation. The plastic collection tanks and associated treatment shed are situated at the southwestern portion of the Subject Property. Containerized groundwater is treated via sand and carbon filtration prior to its discharge into Barge Canal in accordance with New York State Pollution Discharge Elimination System (SPDES) Permit No. NY-NY0232386.

EBI researched the Registry ID within the EPA Facility Registry Service (FRS) online database. Registry ID 110006700711 (Carousel Center) was cross-referenced as a RCRA site (no violations found) and as a Clean Water Act (CWA) site. Review of the FRS online database indicated that the SPDES Permit for discharge of treated water into Barge Canal, expired on February 2, 2016. However, according to Mr. David Aitken, the Subject Property Owner's Representative, stated that the SPDES permit is currently being reviewed. Although the formal approval is pending from the NYSDEC, this system has been operating since 1990 and no concerns regarding the re-approval were raised by Spectra. This groundwater management system was reportedly for design purposes only and is not associated with either remedial system."

5.4 UNDERGROUND STORAGE TANKS (USTS) & ABOVEGROUND STORAGE TANKS (ASTs)

5.4.1 Existing Storage Tanks

Based upon site reconnaissance, interviews, and a review of state and local records, EBI identified the following ASTs located at the Subject Property.

STORAGE TANKS	
(1) 275-gallon AST	Contents: Diesel fuel for fire pump generator Location: First floor maintenance room Year installed: 1990 Construction materials: Steel Leak detection/prevention: None identified/the AST is equipped with spill containment Staining/releases: None identified

5.4.2 Former Storage Tanks

Based upon site reconnaissance, interviews, and a review of state and local records, EBI identified evidence of former USTs and ASTs located at the Subject Property. Information regarding the listed sites is presented in the following table:

STATE AND TRIBAL REGISTERED STORAGE TANKS			
Location	Capacity / Contents	Year Installed	Status
Hess Station #32214 420 West Hiawatha Syracuse, NY	(5) 4,000-gallon USTs / Gasoline	1963	Removed (prior to 1991)
	(1) 10,000-gallon UST / Diesel	1985	Removed (prior to 1991)
	(3) 10,000-gallon UST / Gasoline / ethanol	1985	Removed (2011)
	(1) 10,000-gallon UST / Diesel	1985	Removed (2011)
	(1) 550-gallon UST / No. 2 Fuel Oil	Unknown	Removed (1995)
Amerada Hess Syracuse Terminal 420 West Hiawatha Syracuse	(1) 4,000-gallon AST / Xylenes	1992	Removed (2000)
	(1) 20,076-gallon AST / Xylenes	1990	Removed (2000)
	(1) 275-gallon AST / Methanol	1986	Removed (1991)
	(1) 3,361,344-gallon MOSF AST / Nos. 1, 2, or 4 Fuel Oil	1968	Removed (1994)
	(1) 401,100-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
	(1) 7,088,592-gallon MOSF AST / Empty	1977	Removed (1990)
	(1) 76,026-gallon MOSF AST / Diesel	1979	Removed (2000)
	(1) 8,064-gallon MOSF AST / Diesel	1962	Removed (1994)
	(1) 1,256,976-gallon MOSF AST / Kerosene	1962	Removed (1994)
	(1) 195,698-gallon MOSF AST / Unleaded Gasoline	1962	Removed (1994)
	(1) 967,218-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
	(1) 954,450-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)
	(1) 961,170-gallon MOSF AST / Unleaded Gasoline	1968	Removed (1994)

STATE AND TRIBAL REGISTERED STORAGE TANKS			
Location	Capacity / Contents	Year Installed	Status
Marley's Div. Abe Cooper Syracuse 320 West Hiawatha Syracuse, NY	(1) 2,000-gallon UST / Gasoline (1) 300-gallon AST / Diesel Fuel	1973 198	Removed (1989) Removed (1989)

The NYSDEC identifies the Subject Property as a former Major Oil Storage Facility (MOSF) by identification #s 7-1360 and 7-000073. Petroleum contamination associated with the former on-site bulk petroleum facility has resulted in contamination to soil and groundwater. An active petroleum remediation system is currently operating at the Subject Property. Refer to Section 4.3.8 for further discussion.

5.5 OIL-CONTAINING EQUIPMENT AND POLYCHLORINATED BIPHENYLS (PCBs)

Polychlorinated biphenyls (PCBs) are a chemical component of many dielectric fluids, heat transfer fluids, hydraulic fluids, lubricating oils, paints, or coatings manufactured prior to July 2, 1979. Equipment that may potentially contain PCBs includes electrical equipment such as transformers or capacitors or hydraulically operated equipment, such as elevators, compaction equipment, or manufacturing equipment. The manufacture and distribution in commerce of PCBs was banned for use in 1979 by the United States Congress, which enacted the Toxic Substance and Control Act (TSCA). In accordance with US Code of Federal Regulations Title 40 - Protection of Environment, Chapter 1 - Environmental Protection Agency, Subchapter R - Toxic Substance Control Act (TSCA), Part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, the owner of a transformer or other PCB-containing equipment is responsible for equipment maintenance and remediation in the event of a leak or release.

Based upon the date of construction, no potential PCB-containing equipment was identified at the Subject Property. However, the following oil-containing equipment was identified at the Subject Property:

OIL-CONTAINING EQUIPMENT			
Classification	Type of Equipment	Year Installed / Location	Staining / Releases Identified
Transformers and Fluid-Containing Electrical Equipment	Multiple unknown KVA Pad-mounted Electrical Transformer [National Grid Electric Companies]	1989+ / Throughout Subject Property	No
Hydraulic Equipment	(~4) Hydraulic trash compactors	1990 / Loading Docks	No
	(~2) Cardboard Compactors	1990 / Loading Docks	No
Other Oil-containing Equipment	None identified	NA	No

Four overhead traction elevators service the existing building. The elevators are electrically powered and cable operated and do not contain hydraulic equipment.

5.6 ADDITIONAL SITE CONDITIONS

The following is a summary of visual and/or physical observations of the Subject Property on the day of the site visit. Photographs of pertinent Subject Property features are presented in Appendix A.

ADDITIONAL SITE CONDITIONS	
Condition	Identified
Interior Drains, Trenches, or Sumps	Yes
Interior Stains or Corrosion	No
Unusual Odors	No
Interior Pools of Liquid	No
Stained Soil or Pavement	No
Stressed Vegetation	No
Indications of Solid Waste Disposal	No
Exterior Pits, Ponds, or Lagoons	No
Wastewater or Stormwater Discharge/Disposal	No
Oil-Water Separators or Clarifiers	No
Septic Systems or Cesspools	No
Wells (Drinking Water Wells, Monitoring Wells, Agricultural/Irrigation Wells, or Process Water Wells)	Yes
Petroleum or Natural Gas Pipelines/Easements	No

Floor drains were observed present in restaurant service kitchens, common bathrooms, and the boiler room. The drains reportedly discharge into the municipal sewer system. No staining or other evidence of a release was identified in the vicinity of the floor drains.

EBI observed multiple groundwater monitoring wells at the Subject Property that are associated with the two operating remediation systems (Hess and Clark). Refer to Section 4.3.8 for further discussion.

6.0 INTERVIEWS

The following persons were interviewed to obtain information regarding recognized environmental conditions in connection with the property. Additionally, a Pre-Survey Questionnaire was forwarded to the designated Subject Property contact. The Pre-Survey Questionnaire has been completed and returned to our offices. The information requested in the Pre-Survey Questionnaire is intended to assist in gathering information that may be material to identifying recognized environmental conditions in connection with the Subject Property. The Pre-Survey Questionnaire and any accompanying documentation is presented in Appendix C.

INTERVIEWS			
Contact / Affiliation	Date of Communication	Information Requested	Telephone No.
Mr. Rob Schoeneck General Manager Destiny USA	7/28/2016	Property ownership & size information	315.263.9770
City of Syracuse Department of Assessment	7/25/2016	Subject Property information and site access	http://www.syr.gov/nr/Assessment.aspx

Pertinent information from the interviews is presented in applicable sections of this report.

7.0 CONDITIONS OUTSIDE THE SCOPE OF ASTM PRACTICE E 1527-05

The following sections address environmental issues or conditions at the Subject Property that parties may wish to assess in connection with commercial real estate that are outside the scope of ASTM Practice E 1527-05 (non-scope considerations).

7.1 ASBESTOS-CONTAINING MATERIAL (ACM)

Asbestos is a term used to describe a group of six naturally occurring crystalline fiber minerals. Asbestos has excellent thermal stability, a high degree of tensile strength, and has been used extensively in the textile, insulation, and building industries, particularly as a component in fireproofing, decorative coatings, insulation materials, and as reinforcement for plaster binders in building products. Asbestos-containing building materials are generally classified as friable or non-friable. Friable materials are those which can be crumbled, pulverized, or reduced to powder by hand pressure, or by normal use or maintenance can be expected to emit asbestos fibers into the air. Non-friable ACM is a potential concern if it is damaged by maintenance work, demolition, or other activities, at which time it may be considered friable.

Based upon the date of construction and in accordance with the scope of work for this assessment, EBI did not conduct a survey for the presence of ACM.

Due to the continued distribution of a wide variety of asbestos-containing building materials, asbestos may be present in some of the roofing, flooring, wall and ceiling materials, caulking/putties, adhesives, spackling compounds, and insulation materials, as well as other building materials that may be used at the Subject Property. Sampling many of these materials requires techniques that may be destructive to subject facilities, and in the case of roofing material, may void warranties. It is recommended that an asbestos inspection be performed in accordance with all applicable federal, state, and local regulatory requirements prior to renovation, demolition, or other activities that could cause a material disturbance. Any removal or disturbance of ACM or suspect ACM should be performed by properly trained personnel and in compliance with federal, state, and local regulations.

7.2 RADON

Radon is a naturally-occurring, colorless and odorless radioactive gas that is generated primarily in granitic rocks. The United States Surgeon General has published information that radon is a cause of lung cancer. Radon usually enters a building through openings in the foundation, and therefore is a potential health concern to residents of the lowest level of a building with inadequate ventilation.

The EPA Map of Radon Zones indicates that Onondaga County is located within a Zone 3 radon area. Zone 3 is defined as an area that has a low potential for radon gas, with a predicted average indoor radon screening level less than 2.0 pCi/L. The EPA recommended action level for radon is 4.0 pCi/L.

Based upon the non-residential nature of the Subject Property and in accordance with the scope of work for this assessment, EBI did not conduct a limited short-term radon screening at the Subject Property.

7.3 LEAD-BASED PAINT (LBP)

Use of lead in household paint was banned by the U.S. Environmental Protection Agency (EPA) effective January 1, 1978. The EPA and the U.S. Department of Housing and Urban Development (HUD)

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consider lead-based paint as containing a lead concentration equal to or greater than 1.0 milligram per square centimeter (mg/cm²) or 0.5% lead by weight, as defined by Title X of the 1992 Housing and Community Development Act.

Based on the non-residential use of the existing building and in accordance with the scope of work of this assessment, a lead-based paint (LBP) survey was not conducted at the Subject Property.

7.4 LEAD IN DRINKING WATER

Lead has historically been used in pipes, solder, and brass fixtures used in water distribution systems and building plumbing systems. In 1986, EPA banned the use of lead at concentrations exceeding 0.2% lead in solder and 8% lead in other plumbing materials. Lead in drinking water results primarily from corrosion of lead containing materials in service lines or from corrosion of lead containing materials in building plumbing systems such as lead solder, brass, bronze, and other lead containing alloys. The EPA Action Level for lead in public drinking water supplies is 0.015 parts per million (ppm) or 0.015 milligrams per liter (mg/L).

Municipal water service is provided to the Subject Property by the City of Syracuse. Potable water is reportedly obtained from Skaneateles Lake. Based upon review of the 2014 Water Quality Report, the municipal water supply meets all current criteria and standards established by the Safe Drinking Water Act (SDWA) and local municipal drinking water standards, including those for lead. Based upon the existing municipal water service and in accordance with the scope of work for this assessment, EBI did not conduct lead-in-drinking water sampling at the Subject Property.

The City of Syracuse provides drinking water to the Subject Property. According to information published on the City's website, <http://www.syracuse.ny.us/dep/water.asp>, the municipal water supply meets all current criteria and standards established by the Safe Drinking Water Act (SDWA), including those for lead. Based upon the existing municipal water service and in accordance with the scope of work for this assessment, EBI did not conduct lead-in-drinking water sampling at the Subject Property.

7.5 VAPOR MIGRATION

EBI conducted a vapor migration screening survey of the Subject Property. EBI's site observations and review of the environmental database report (cited in Section 4.1) did not identify any conditions on the Subject Property or on adjoining properties that would indicate a REC relative to vapor migration exists at the Subject Property.

This vapor migration screening was conducted in accordance with ASTM E1527-13 and is not intended to satisfy the requirements of ASTM E2600-10. The scope of this screening was limited to visual observations of review of the environmental database report and did not include the collection and laboratory analysis of air samples to confirm the presence of airborne contaminants by vapor intrusion.

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8.0 FINDINGS AND OPINIONS

EBI has performed this Phase I Environmental Site Assessment of the Subject Property in conformance with the scope and limitations of ASTM Standard E 1527-05. Any exceptions to, or deletions from, this practice are described in Section 1.0 of this report. This assessment has identified no evidence of recognized environmental conditions (RECs) in connection with the Subject Property, except for the following.

- The Subject Property was initially a salt marsh that was utilized for the commercial production of salt until approximately 1910. Between the early 1900s and 1930, the Subject Property was used for the disposal of construction debris and production byproducts including calcium carbonate, calcium chloride and calcium oxide. The southern portion of the Subject Property operated as a bulk petroleum terminal from the 1930s through 1995. From the 1930s until 1988, a significant portion of the Subject Property operated as a junkyard known as Marley scrap metal. In addition, a section of the Subject Property was historically occupied by Clark Concrete, a concrete batching facility. These historic site operations have resulted in petroleum and chlorinated solvent contamination at the Subject Property. NYSDEC identifies the Subject Property as a regulatory site with 19 spill case numbers; 17 of which have achieved regulatory closure and two of which remain active. EBI understands that these two active NYSDEC cases appear to be associated with the "Clark containment system" and "Hess remediation system". The "Clark containment system" is an area embedded within the Subject Property boundaries, but which is not considered part of the Subject Property, where solvent impacted soils have been landfilled. The "Hess remediation system" is located on the southern portion of the easterly abutting property identified as 306 West Hiawatha Boulevard and is used to treat petroleum impacted groundwater associated with the former oil terminal before it migrates offsite. These remediation systems are currently operated by the Carousel Center Company LP and is overseen by the NYSDEC. Costs associated with the operation and maintenance of these existing remedial systems is approximately \$165,000 per year. The "Clark containment system" and "Hess remediation system" releases represent a recognized environmental condition (REC) in connection with the Subject Property.
- The Subject Property includes both the footprint of the existing Carousel Center mall and one surrounding parcel of land that is identified as a Brownfield Site under the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP). This site is identified as Brownfield Site 4. Eight other Brownfield Sites have been established on surrounding lands associated with the Carousel Mall and Destiny USA Expansion, but are not considered part of this asset. A Remedial Investigation Work Plan (RIWP) has been developed for Brownfield Site 4 and has been submitted to the NYSDEC. EBI understands that this plan includes additional soil, groundwater and soil vapor testing to confirm current subsurface conditions at the site and will then be used to develop remedial plans for this Brownfield site. The developer plans to proceed with the RIWP at such time that it receives approval from the NYSDEC and adopts any development plans for this Brownfield site. At this time, there are no plans for future development of this site. The Brownfield Site (Site 4) represents a recognized environmental condition (REC) in connection with the Subject Property.

In addition, the following historical recognized environmental conditions (HRECs), and de minimis conditions were identified in connection with the Subject Property.

- The Subject Property was identified 39 times on the Spills database. EBI notes that the regulatory status of each of the 39 spill cases in connection with the Subject Property is listed with a closed

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regulatory status. No additional information has been provided regarding the details of these spill events, their investigation, or remediation. These 39 closed spill cases represent a historical recognized environmental condition (HREC) in connection with the Subject Property.

- The Subject Property was identified on the RCRA Generator, Manifest, FINDS, and ECHO databases. Based upon the absence of reported violations associated with these listings, and the site conditions observed at the time of EBI's reconnaissance, listings are not considered to represent an existing release, past release, or material threat of release of hazardous substances or petroleum products on the Subject Property. This is considered a de minimis condition.
- EBI researched the Registry ID within the EPA Facility Registry Service (FRS) online database. Registry ID 110006700711 (Carousel Center) was cross-referenced as a RCRA site (no violations found) and as a Clean Water Act (CWA) site. Review of the FRS online database indicated that the SPDES Permit for discharge of treated water into Barge Canal, expired on February 2, 2016. However, according to Mr. David Aitken, the Subject Property Owner's Representative, stated that the SPDES permit is currently being reviewed. EBI did not identify information to indicate that an environmental condition exists on the Subject Property. This is considered a de minimis condition.
- Eight other Brownfield Sites have been established on surrounding lands associated with the Carousel Mall and Destiny USA Expansion, but are not considered part of this asset. RIWPs have been prepared and submitted to the NYSDEC for seven of these other eight Brownfield sites similar to the RIWP that has been prepared for Brownfield Site 4. EBI notes that Brownfield Site 5 is the "Clark containment area" and no further investigation is proposed. Further, all investigation and necessary remedial work has been completed in Phase I and a Certificate of Completion (COC) has been received from the NYSDEC. Approval of the RIWPs for the six remaining Brownfield sites is pending. EBI understands that this plan includes additional soil, groundwater and soil vapor testing to confirm current subsurface conditions at the site and will then be used to develop remedial plans for this Brownfield site. The developer plans to proceed with the RIWP at such time that it receives approval from the NYSDEC and adopts any development plans for these Brownfield sites. At this time, there are no plans for future development of these sites.
- Information presented on USEPA's website indicates that Onondaga Lake has been impacted by multiple contaminants, including dioxins, dibenzofurans, inorganics, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs) and volatile organic compounds (VOCs). These contaminants have adversely impacted soil, groundwater, surface water and sediments associated with Onondaga Lake. Remedial actions that have been implemented include dredging, excavation and off-site disposal of impacted media, operations of pump and treat systems to establish hydraulic control over migration of contamination, placement of engineering controls and deed restrictions to prevent exposure to remaining/residual contaminants of concern. According to USEPA's website, the remedial design is complete with strategic technologies in progress. Honeywell, International (formerly known as AlliedSignal, Inc and prior to that Solvay Process Company) is identified as the primary Potentially Responsible Party (PRP) to this release, although numerous other entities have also been identified as PRPs. The remediation costs are approximately 451 million dollars.

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9.0 RECOMMENDATIONS

Based upon the findings of this investigation, EBI offers the following recommendations:

- EBI recommends the continued operation, maintenance and monitoring of the active chlorinated solvent and petroleum remediation systems in accordance with NYSDEC requirements until regulatory closure can be achieved. In the event of future development of Brownfield Site 4, coordination between the NYSDEC and ownership of the Subject Property will be required to establish requirements for the investigation and any required remediation of the Subject Property. Estimated cost: Action Item.

**APPENDIX A
 PHOTOGRAPHS**

10.0 REFERENCES

PHASE I ENVIRONMENTAL SITE ASSESSMENT REFERENCES

ASTM Designation E 1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

Phase I Environmental Site Assessment, Carousel Mall, 9090 Destiny USA Drive, Syracuse, New York, EBI Project No. 1116003869, by EBI Consulting (EBI), of Burlington, Massachusetts, dated May 20, 2014.

Environmental Data Resources, Inc., EDR Aerial Photo Decade Package; Inquiry Number 4679424.5, dated July 21, 2016.

Environmental Data Resources, Inc., EDR Historical Sanborn Map report; Inquiry Number 4679424.3, dated July 20, 2016.

Environmental Data Resources, Inc., EDR Historical Topographic Map report; Inquiry Number 4679424.4, dated July 21, 2016.

Environmental Data Resources, Inc., the EDR Radius Report with GeoCheck®; Inquiry Number 04679424.2r, dated July 21, 2016.

Environmental Data Resources, Inc., the EDR-City Directory Abstract; Inquiry Number 4679424.6, dated July 22, 2016.

Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS) website (<http://websoilsurvey.nrcs.usda.gov/app/>). Soil Survey.

USGS Ground Water Atlas of the United States, New York region, 1997.

USGS Topographic Map, Syracuse, New York, USGS Quadrangle, 7.5-Minute Series, dated 1978.

Web Soil Survey, NRCS, U.S. Department of Agriculture, On-line: <http://websoilsurvey.nrcs.usda.gov/app/>.





7. Typical interior view.



10. Typical interior view.



8. Typical interior view.



11. Looking up at six story atrium.



9. Typical interior view.



12. Typical drain.



13. Typical exterior common grease trap.



16. Emergency generator diesel 275-gallon AST.



14. Grease pig (restaurant grease) pig.



17. Emergency generator.



15. Typical hydraulic trash compactor / cardboard baller.



18. Typical rooftop view.



19. Groundwater remediation facility (Hess Remediation System).



22. Clark Containment System.



20. Groundwater treatment facility in northwestern portion of Subject Property.



23. Looking south along Harborside at location of subsurface slurry wall for Clark System.



21. Filter tanks for groundwater treatment facility.



24. Looking north towards Interstate 81.



25. Looking north at Onondaga Creek/Barge Canal.



26. Looking east along northern boundary of Subject Property (Onondaga Lake on the left).

**APPENDIX B
 FIGURES**

DRAFT

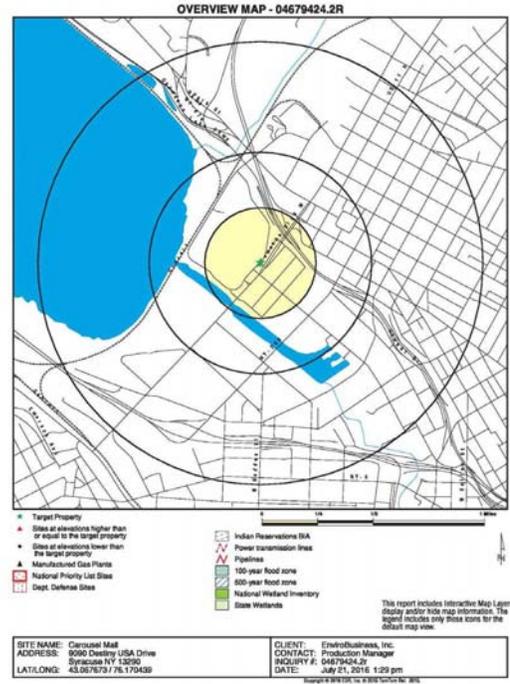


Figure 1 – Location Map

PN: 1116003869



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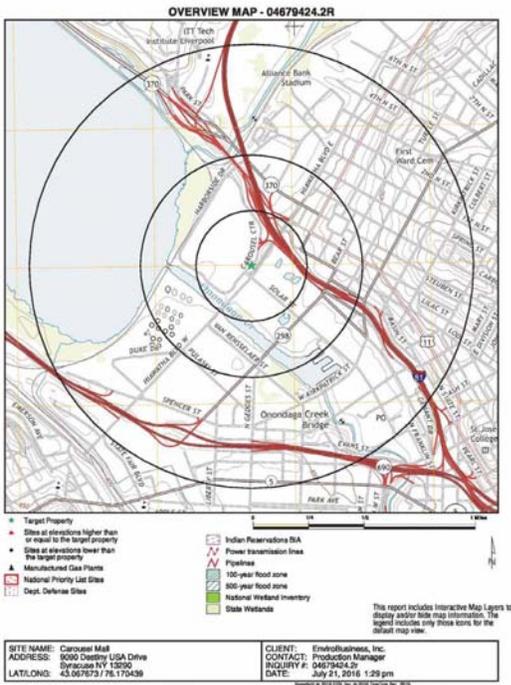


Figure 2 – USGS Quad Location Map

PN: 1116003869

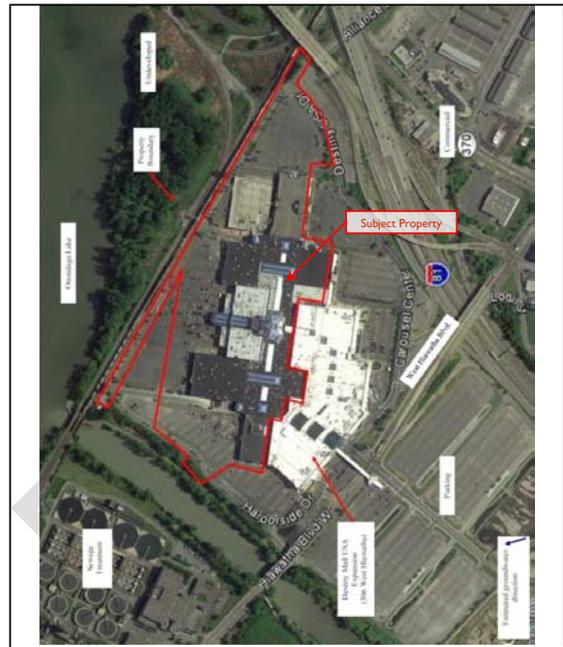


FIGURE 3 – SITE PLAN



Not to scale

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Custom Print



August 5, 2016
 County Boundary
 Municipalities
 Parcels

1:10,000
 0 0.15 0.3 0.45 0.6 0.75 0.9 1.05 1.2
 0 0.25 0.5 0.75 1.0
 0 0.15 0.3 0.45 0.6 0.75 0.9 1.05 1.2
 0 0.25 0.5 0.75 1.0

APPENDIX C
 PRE-SURVEY QUESTIONNAIRE AND OTHER RELEVANT DOCUMENTATION



8/5/2016



CORPORATE
 REGIONAL OFFICE
 TEL. 717-428-0401 FAX 781-425-3623
 REResearchGroup@ebiconsulting.com

FACSIMILE TRANSMITTAL SHEET

To: David Aitken	From: Kim Holland Project Coordinator	Date: August 1, 2016
Fax number or email address: DAitken@destinyusa.com	Total number of pages including cover: 6	
<input checked="" type="checkbox"/> Please complete and return: Email to REResearchGroup@ebiconsulting.com Or Fax to 781-425-3623	<input checked="" type="checkbox"/> Please Reply	<input checked="" type="checkbox"/> Urgent
Re: Property Condition Report & Environmental Site Assessment Questionnaire for property known as or located at CAROUSEL MALL		
We have been requested by: Pyramid Management Group, Inc.	Subject: To complete an Engineering and Environmental survey of the above mentioned property.	EBI Project #: 1116003869

1. Please read these instructions and those on the following page carefully.
2. Please assemble this original questionnaire and one copy of pertinent property documents, and forward all information to the site or the site contact for the Engineer and/or Scientist to use during the site visit. This documentation will be included in our reports.
3. Please fill out this questionnaire to the best of your knowledge and email or fax it back to us within three business days.
4. The Engineer and/or Scientist will contact you directly to schedule the site visit.
5. This information is extremely time sensitive and necessary to provide your lender with accurate and timely reports.



Please fill out and sign the questionnaire to the best of your knowledge for the Engineer/Scientist at the time of your survey. Send to Kim Holland at REResearchGroup@ebiconsulting.com or fax to 781-425-3623 for our report files and keep the original to provide to the Engineer or Scientist.

Subject: Property Name: **Carousel Mall** EBI Project #: **1116003869**
 Address: **9090 Destiny USA Drive Syracuse NY**
 Subject Property Owner: **Carousel Center Company, LP** Purchase Date: _____
 On-Site Property Contact: **Robert Schoenick** Telephone: **(315) 466-6086**
 Fax: **(315) 466-5808** Email: **rs@destinyusa.com**
 Robert Schoenick, General Manager
 Your Name and title: **Robert Schoenick** Signature: _____ Date: **7/31/2016**

PROPERTY CONDITION REPORT PRE-SURVEY QUESTIONNAIRE

Additional plans and documentation (see page 4) must be forwarded to the site for the Engineer during the survey. For questions not applicable please respond "N/A." Attach additional pages if necessary. This questionnaire and your responses will be included as an exhibit in the Engineer's report. Accurate and full completion is critical to a timely completion of our reports, and timely loan closing.

LOCAL JURISDICTIONAL INFORMATION

1. What is the property ID #, Lot and Block, or Township/Range ID #? **R3 1011500-114-02-05.6**
2. What is the legal Municipality or County that has jurisdiction over the property? **City of Syracuse**
3. What is the assessor's file ID number and tax file ID number if available? _____

PROPERTY INFORMATION

4. What is the size of the subject property lot or lots, in acres? **44,409 sq. ft.**
5. How many parking spaces (and HCP parking spaces) are present at the property? **5,189 (includes 133 handicap spaces)**
6. How many buildings comprise the subject property? **One**
 - a. If the property is a mall or large retail center, please confirm and list ownership of each building. **Carousel Center Company, LP**
7. What is the gross and net rentable square footage of the building(s)? **1,212,637 gross/1,510,649 net rentable square feet**
8. What is the date of construction of the building(s)? When was the building(s) first occupied? **Constructed 1989-90 - Carousel Center opened October 15, 1990**
9. How many tenant spaces or apartments are at the Subject Property? **157 permanent tenants**
 - a. If the property is apartments, please provide a unit and type count by bedroom and square feet. **N/A**
10. Please list, to the best of your knowledge, any deficiencies or problems with the site, parking area, amenities or utilities. **N/A**
11. Please list, to the best of your knowledge, any structural, water infiltration, mold, roof, plumbing, HVAC, Fire Alarm or electrical deficiencies or problems. **N/A**

12. During the last five years, have any major capital improvements been made to the site or building(s)? If so, please explain, with the approximate cost. See documentation on Capital Expenditure History

Does the property have	Y or N	Does the property have	Y or N
Polystyrene piping	N	Compressed wood or composite board siding	N
Galvanized steel water lines	N	EPS exterior finishes	Y
ABS sanitary lines	N	Fire Retardant Treated plywood	Y
Aluminum branch wiring	N	Cadet/Excite electric heaters installed 1982-99	N
Omega (Central or CSC) brand sprinkler heads	N	GE or Hotpoint dishwashers installed 1983-89	N

13. Please list any deficiencies noted during any Building, Fire or Health Department inspections in the last three years, None

14. When were the fire alarm systems and/or sprinkler system (if any) last tested? Fire alarm annually, sprinkler system quarterly

15. Please list the following utility providers: Electricity, National Grid and Constellation New Energy
Water, City of Syracuse and Onondaga County Water Authority

Storm Drainage, Onondaga County
Sanitary Sewer, Onondaga County, Natural Gas or Oil, National Grid

Trash Hauler, Syracuse Haulers & Waste Management, Inc.
Frequency of Pick-ups: Weekly

If you are performing or planning any repairs or replacement work to the property that will exceed an aggregate cost of \$2,000 please explain, with the approximate cost.

16. Please list the responsible party for tenant improvements and maintenance of major systems (if applicable). In-House Maintenance along with Contractors as needed

18. Please attach a brief history of the property. This information helps us properly assess, evaluate and understand your property, and will assist in the financial analysis. The information should include:

- The date of approvals and construction, the contractor who built the property
- History of major capital improvements, repairs, additions or modifications
- History of fires or violations
- A list of any ongoing maintenance issues
- Tenant history, approximate turnover rate

DOCUMENT AND INFORMATION CHECKLIST

Please provide the following information (as much as possible in electronic format) so the Engineer or Scientist can proceed with the survey of the property. Asterisk (*) items are critical to report completion. The documents will become exhibits in the Consultant's report.

A. Plans	B. Municipal Documents	C. Additional Information
<ul style="list-style-type: none"> ALTA Survey or Site Plan* Architectural Building Plans* - plans, elevations, wall section, foundation, HVAC & elec. schedules Reduced scale Site and Building Plans Extremely critical for properties in Seismically active zones 3 and 4* 	<ul style="list-style-type: none"> Certificate of Occupancy* Building Permit* Facade Inspection compliance* Copy of tax cards Copy of violations B.1 NYC Projects 	<ul style="list-style-type: none"> Capital expense report for 1 to 3 years* Tenant Rent Roll* Roof warranty History of recent improvements Schedule of Floor Area Measurements

<p>STRUCTURAL PLANS - Seismic Assessments are required for these properties. Structural drawings must be provided at the time of the site visit. If no drawings are provided, the report will be delayed and the Seismic Assessment may be overly conservative.</p>	<ul style="list-style-type: none"> Department of Building Violations* Environmental Control Board Violations* Local Law 11 Facade Reports* 	<ul style="list-style-type: none"> Gross and Rentable Square Feet Previous Due Diligence or Building Component Reports, including, but not limited to, facade*, roof*, mechanical*, electrical, elevator, sprinkler, fire alarm or life safety equipment, or pavement. Copy of most Recent Appraisal
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EBI ACCESS REQUIREMENTS

At the time of the site visit the Consultant is required to gain access to all areas of the property. This includes:

- All building roofs, unless pitched asphalt shingles. This may require you to obtain and provide a ladder.
- All building entrances.
- All site accesses.
- All building interiors, including as applicable, common areas, lobbies, a representative sampling of offices, retail spaces, manufacturing or assembly areas, or apartments, community rooms, exercise rooms, pool areas, storage rooms, attics and basements, garages.
- All mechanical, electric, sprinkler, HVAC, utility, service, elevator, storage and equipment rooms.

ENVIRONMENTAL SITE ASSESSMENT PRE-SURVEY QUESTIONNAIRE

1. Describe the current uses of the property noting tenant names and oil/chemical usage. Shopping Center

2. Describe the past uses of the property noting tenant names and oil/chemical usage. Documented in 2011 and 2014 EBI Phase I report

3. (Y) (N) Has a previous environmental site assessment report been prepared for the property? If yes, for what reason? Can EBI have a copy? Yes - see EBI 2011 and 2014 reports

4. (Y) (N) Has a subsurface investigation (Phase II) ever been conducted on the property, including soil sampling, groundwater sampling, or installation of groundwater monitoring wells? If yes, for what reason? What were the results? Can EBI have a copy of the report? Are there any groundwater monitoring wells currently located on the property? As documented in the 2011 and 2014 reports - there are existing monitoring wells on site

5. (Y) (N) Has contamination been identified at the Subject Property? Describe the nature of the contamination (i.e., source, media impacted, location, sampling, cleanup activities, regulatory status, etc.). Can EBI have copies of related documentation? As documented in EBI's 2011 and 2014 Phase I reports

6. (Y) (N) Has a spill or surficial release occurred at the Subject Property? Describe the nature of the spill/surficial release (i.e., source, location, response/cleanup actions, regulatory status, etc.). Can EBI have copies of related documentation? No - Not applicable since January 2011

7. (Y) (N) Is the Subject Property listed with the USEPA and/or the state environmental regulatory agency as a contaminated site? If yes, please describe. Can EBI have copies of related documentation? As documented in EBI's 2011 and 2014 reports

8. (Y) (N) Has there ever been previous sampling for Asbestos, Lead-Based Paint, Lead in Water, or Radon? If yes, please describe. Can EBI have copies of related documentation? No

9. (Y) (N) Has there been any Asbestos or Lead-Based Paint abatement or Radon mitigation conducted at the Subject Property? Are there Asbestos and/or Lead-Based Paint Operations and Maintenance Plans for the Subject Property? If yes, please describe. Can EBI have copies of related documentation? No

10. (Y) (N) Any known environmental liens, deed restrictions, or use limitations for the Property? If yes, please describe. Can EBI have copies of related documentation? No

11. (Y) (N) Any permitted or regulated activities (Hazardous waste generator, air) on the Property? If yes, please describe. No

12. (Y) (N) Are there any transformers or other electrical equipment, which may contain PCBs? If yes, please describe. Where are they? Who owns the transformer(s)? Who services them? No

13. (Y) (N) Has an industrial or manufacturing operation, gas station, motor repair facility, commercial printing facility, dry cleaners, photo-developing laboratory, junk yard, landfill or waste, treatment, storage, disposal processing or recycling facility ever been located at or adjacent to the property? If yes, please describe. Documented in 2011 and 2014 Phase I reports

14. (Y) (N) Are there any discarded drums, barrels or containers, construction debris, damaged or discarded automobile or industrial batteries, or pesticides, paints or other chemicals in individual containers or drums of greater than five gallons or fifty gallons in aggregate located on the property? If yes, please describe. No

15. (Y) (N) Have there ever been any waste storage or treatment lagoons, pits, ponds, or surface impoundments on the property? If yes, please describe. No

16. (Y) (N) Does the property have floor drains not discharging to a sewer? Septic System? If yes, please describe. No

17. (Y) (N) Are there currently aboveground or underground storage tanks at the property? If yes, complete table:

Type of Tank	Size	Content	Installation Date	Spill/Leak Detection? Y or N
Above or Underground	300 gal	Diesel Fuel	1990	N
Above or Underground	gal			
Above or Underground	gal			
Above or Underground	gal			

18. Are you aware of any information to indicate that the Subject Property was sold for substantially below its fair market value? If so, please provide an explanation: No

19. Additional comments and/or pertinent information relevant to this Phase I ESA:

DOCUMENT AND INFORMATION CHECKLIST

Please provide the following information (as much as possible in electronic format) so the Engineer or Scientist can proceed with the survey of the property. Asterisk (*) items are critical to report completion. The documents will become exhibits in the Consultant's report.

A. Plans	B. Municipal Documents	C. Additional Information
<ul style="list-style-type: none"> ALTA Survey or Site Plan* Architectural Building Plans* - plans, elevations, wall section, foundation, HVAC & elec. schedules Reduced scale Site and Building Plans Extremely critical for properties in Seismically active zones 3 and 4* 	<ul style="list-style-type: none"> Certificate of Occupancy* Building Permit* Facade Inspection compliance* Copy of tax cards Copy of violations B.1 NYC Projects 	<ul style="list-style-type: none"> Capital expense report for 1 to 3 years* Tenant Rent Roll* Roof warranty History of recent improvements Schedule of Floor Area Measurements
<p>STRUCTURAL PLANS - Seismic Assessments are required for these properties. Structural drawings must be provided at the time of the site visit. If no drawings are provided, the report will be delayed and the Seismic Assessment may be overly conservative.</p>	<ul style="list-style-type: none"> Department of Building Violations* Environmental Control Board Violations* Local Law 11 Facade Reports* 	<ul style="list-style-type: none"> Gross and Rentable Square Feet Previous Due Diligence or Building Component Reports, including, but not limited to, facade*, roof*, mechanical*, electrical, elevator, sprinkler, fire alarm or life safety equipment, or pavement. Copy of most Recent Appraisal

EBI ACCESS REQUIREMENTS

At the time of the site visit the Consultant is required to gain access to all areas of the property. This includes:

- All building roofs, unless pitched asphalt shingles. This may require you to obtain and provide a ladder.

- All building perimeters
- All site amenities
- All building interiors, including as applicable, common areas, lobbies, a representative sampling of offices, retail spaces, manufacturing or assembly areas, or apartments, community rooms, exercise rooms, pool areas, storage rooms, attics and basements, garages.
- All mechanical, electric, sprinkler, HVAC, utility, service, elevator, storage and equipment rooms



Property Description Report For: 1 Destiny USA Dr,
Municipality of City of Syracuse

No Photo Available

Status: Active
Roll Section: Wholly Exem
Swis: 311500
Tax Map ID #: 114.-02-05.6
Property #: 0221009999
Property Class: 451 - Reg shop ctr
Site: COM 1
In Ag, District: No
Site Property Class: 451 - Reg shop ctr
Zoning Code: 023
Neighborhood Code: 15930
School District: Syracuse
Total Assessment: 2016 - \$318,640,000

Total Acreage/Size: 682 x 2732.14
Land Assessment: 2016 - \$11,607,000
Full Market Value: 2016 - \$395,826,087
Equalization Rate: ----
Deed Book: 2664
Grid East: 609498

Property Desc:
Deed Page: 325
Grid North: 1118711

Owners

Syr Industri Devl Agency
 Clinton Exchange
 4 Clinton Sq
 Syracuse NY 13202

Sales

No Sales Information Available

Utilities

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

Inventory

Overall Eff Year Built: 0
Overall Grade: Excellent
Overall Condition: Excellent
Overall Desirability: 5

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	10	Partial fin	1990	Normal	Above Average	847042	6
100	100	100	4	Unfinished	1990	Normal	Above Average	64080	2
100	100	100	6	Unfinished	1990	Normal	Above Average	185495	2
100	100	100	4	Unfinished	1990	Normal	Above Average	124320	2
100	100	100	8	Unfinished	1990	Normal	Above Average	178904	2
100	100	100	4	Unfinished	1990	Normal	Above Average	194788	2
100	100	100	2	Unfinished	1993	Normal	Above Average	118008	2
100	100	100	6	Unfinished	1990	Normal	Above Average	185495	2.00
100	100	100	4	Unfinished	1990	Normal	Above Average	124320	2.00
100	100	100	8	Unfinished	1990	Normal	Above Average	178904	2.00
100	100	100	4	Unfinished	1990	Normal	Above Average	194788	2.00
100	100	100	2	Unfinished	1993	Normal	Above Average	118008	2.00

Improvements

Structure	Size	Grade	Condition	Year
Pavng-asphalt	871200 x 4	Average	Normal	1990
Strit-flourc	60.00 sq ft	Average	Normal	1990

Special Districts for 2016

Description	Units	Percent	Type	Value
FL001-Sweeping	682	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	MJ IND AGY	\$318,640,000	0	2001				0

Taxes

Year	Description	Amount
------	-------------	--------

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

The URL you requested has changed. You have been redirected to the new URL. Please update your bookmarks.



Detailed Facility Report

Facility Summary

CAROUSEL CENTER
 9090 CAROUSEL CENTER, SYRACUSE, NY
 13290

FRS (Facility Registry Service) ID:
 110096700711
 EPA Region: 02
 Latitude: 43.068139
 Longitude: -76.176861
 Locational Data Source: NPDES
 Industry: Department Stores
 Indian Country: N



Enforcement and Compliance Summary

State	Step 0 Violations	Date of Last Inspection	Current Compliance Status	Open to NC (Non-Compliance) (OETDs)	Open to Significant Violation	Informal Enforcement Actions (5 Years)	Formal Enforcement Actions (5 Years)	Resolutions from Formal Enforcement Actions (5 Years)	EPA Cases (5 Years)	Resolutions from EPA Cases (5 Years)
CWA	4	03/10/2016	Noncompliance	0	0	0	0	0	0	0
RCRA	0		No Violation	0	0	0	0	0	0	0

Related Reports

- CWA Pollutant Loading Report
- CWA Effluent Charts

Regulatory Information

Clean Air Act (CAA): No Information
 Clean Water Act (CWA): Minor, Permit Expired (NY0232386)
 Resource Conservation and Recovery Act (RCRA): Active (H) SQG (NYR000145359)
 Safe Drinking Water Act (SDWA): No Information

Other Regulatory Reports

Air Emissions Inventory (EIS): No Information
 Greenhouse Gas Emissions (eGGR): No Information
 Toxic Releases (TRI): No Information

8/5/2016

State	Source ID	Current SIC (Department Non-compliance) (High Priority Violations)	Description	Current AA OF	Open to NC (Non-Compliance) of ID
RCRA	NYR000145359	No		07/06/2016	0

Three Year Compliance Status by Quarter

State	Program/Pollution Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12	QTR 13*
CWA	Source ID: NY0232386	08/01/15	07/01/15	06/01/15	05/01/15	04/01/15	03/01/15	02/01/15	01/01/15	12/01/14	11/01/14	10/01/14	09/01/14	08/01/14
	Facility-Level Status	No Violation												
	Significant Non-Compliance (SNOC) (Department Non-Compliance) Status													
	Pollutant	Block												
CWA	2 - Discharge	000	000	000	000	000	000	000	000	000	000	000	000	200%
CWA	2 - Discharge	000	000	000	000	000	000	000	000	000	000	000	000	1000%
CWA	Model used: Total Suspended Solids (TSS)	000	000	000	000	000	000	000	000	000	000	000	000	40%

*Quarter 13 is draft/unofficial and has not been fully quality assured. Read more

State	Program/Pollution Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12
RCRA	Source ID: NYR000145359	12/31/13	03/31/14	06/30/14	09/30/14	12/31/14	03/31/15	06/30/15	09/30/15	12/31/15	03/31/16	06/30/16	09/30/16
RCRA	Facility-Level Status												

Informal Enforcement Actions (5 Years)

State	Source ID	Type of Action	Lead Agency	Date
No data records returned				

Formal Enforcement Actions (5 Years)

State	Source ID	Type of Action	Lead Agency	Date	Priority	Priority Description
No data records returned						

ICIS (Integrated Compliance Information System) Case History (5 years)

Primary Case Section	Case No.	Case Type	Lead Agency	Case Name	Inspected/Field Date	Setback Date	Federal Priority	State/Local Priority	SEI (Applicable Environmental Program) Code	Comp Action Code
No data records returned										

Environmental Conditions

Water Quality

Period ID	Current	Number of CSD (Combined Sewer Overflow) (CSDs)	Watched (EPC) (Exceeding TSS (200))																
No data records returned																			

8/5/2016

Facility/System Characteristics

Facility/System Characteristics

System	State	Identifier	Ultimate	Status	Permit Expiration Date	Indian County	Latitude	Longitude
FRS		110096700711				N	43.068139	-76.176861
KP	CWA	NY0232386	Minor NPDES Individual Permit	Expired	09/30/2011	N	43.068139	-76.176861
RCR	RCRA	NYR000145359	SQG	Active (H)		N	43.067758	-76.176868

Facility Address

System	State	Identifier	Facility Name	Facility Address
FRS		110096700711	CAROUSEL CENTER	9090 CAROUSEL CENTER, SYRACUSE, NY 13290
KP	CWA	NY0232386	CAROUSEL CENTER	9090 CAROUSEL CENTER, SYRACUSE, NY 13290
RCR	RCRA	NYR000145359	CAROUSEL CENTER CO	9090 CAROUSEL CENTER DR, SYRACUSE, NY 13290

Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
KP	NY0232386	5311	Department Stores

Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
No data records returned			

Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Entity (miles)
Oswego Nation Reservation	Oswego Nation	1000016	4.77

Enforcement and Compliance

Compliance Monitoring History (5 years)

Status	Source ID	System	Inspection Type	Lead Agency	Date	Finding
CWA	NY0232386	KP	Reconnaissance without Sampling	State	02/10/2016	
CWA	NY0232386	KP	Evaluation	State	03/07/2016	
CWA	NY0232386	KP	Evaluation	State	02/22/2015	
CWA	NY0232386	KP	Evaluation	State	02/16/2012	

Entries in italics are not considered inspections in official counts.

Compliance Summary Data

State	Source ID	Current SIC (Department Non-compliance) (High Priority Violations)	Description	Current AA OF	Open to NC (Non-Compliance) of ID
CWA	NY0232386	No		02/10/2016	1

8/5/2016

Period ID	Current	Number of CSD (Combined Sewer Overflow) (CSDs)	Watched (EPC) (Exceeding TSS (200))																
No data records returned																			

Waterbody Designated Uses

Reach Code	Waterbody Name	Exceptional Use	Recreational Use	Aquatic Life Use	Shellfish Use	Branch Channel Within Last Year	Branch Channel Within Last Year
No data records returned							

Air Quality

Non-Attainment Area?	Pollutant(s)
No	Ozone
No	Lead
No	Particulate Matter
No	Sulfur Dioxide

Pollutants

Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRF Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfer to POTW (POTW: Other Reporting Month)	Underground Injection	Release to Land	Total On-site Releases	Total Off-site Releases
No data records returned								

Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
No data records returned

Demographic Profile

Demographic Profile of Surrounding Area (3 Miles)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 US Census and American Community Survey data, and are accurate to the extent that the facility latitude and longitude listed below are correct. The latitude and longitude are obtained from the EPA Locational Reference Table (LRT) when available.

Radius of Area	1	Lead Area	90%	Household in Area	45,912
----------------	---	-----------	-----	-------------------	--------

8/5/2016

Center latitude	43.040339	Water Area	17%	Shooting Stars in Area	33,381
Center Longitude	-76.173661	Population Density	4,489/sq mi	Households on Public Assistance	2,889
Total Persons	118,612	Persons Minority	34%	Persons Below Poverty Level	52,887

Race Breakdown	Persons (%)	Age Breakdown	Persons (%)
White	70,919 (60.6%)	Child 17 years and younger	4,077 (7.3%)
African American	21,507 (18.4%)	Midwest 17 years and younger	26,480 (25.9%)
Hispanic Origin	9,982 (8.4%)	Adult 18 years and older	84,152 (76.0%)
Asian/Pacific Islander	5,639 (5.1%)	Senior 67 years and older	14,594 (12.9%)
American Indian	1,237 (1.1%)		
Other/Multiracial	4,202 (7.7%)		

Education Level (Persons 25 & older)	Persons (%)	Income Breakdown	Households (%)
Less than 9th Grade	4,881 (7.6%)	Less than \$15,000	10,612 (23.5%)
9th through 12th Grade	9,659 (15.0%)	\$15,000 - \$25,000	7,128 (15.7%)
High School Diploma	22,294 (32.7%)	\$25,000 - \$50,000	12,937 (28.6%)
Some College 2 yr	18,474 (26.7%)	\$50,000 - \$75,000	7,174 (15.8%)
B.S. B.A. or More	14,584 (21.6%)	Greater than \$75,000	7,286 (16.3%)

**APPENDIX D
PROFESSIONAL QUALIFICATIONS**



8/5/2016

EBI Consulting



Andrew S. Bolland, P.G.
Senior Scientist
30 Main/low Avenue/ste
Gorham, ME 04038
Mobile: 207.838.3168
Fax: 207.510.8028

SUMMARY OF EXPERIENCE

Mr. Bolland has over 15 years of professional experience in the commercial, telecommunications, and oil and gas industries consisting of Phase I, II, and III projects involving due diligence, soil and groundwater sampling, well installation and abandonment, groundwater blending models, and underground storage tank removal / closure-in-place.

In addition, he is experienced in conducting asbestos surveys as a Certified Asbestos Consultant (CAC), and is proficient in Geographic Information System (GIS) database development.

RELEVANT PROJECT EXPERIENCE

Mr. Bolland has performed over 400 Phase I ESA and Phase II projects, and ACM and LBP surveys for Cingular Wireless, AT&T Wireless Services (AWS), Leap Wireless, Cricket Communications, Sprint, Nextel, T-Mobile, and Metro PCS, as well as commercial and real estate clients throughout the United States markets throughout the southwestern United States markets.

EDUCATION

M.S., geological sciences, Ohio State, Columbus, Ohio, 1998
B.S., environmental geology, Ohio University, Athens, Ohio, 1992
B.S., environmental geography, Ohio University, Athens, Ohio, 1991
A.S., associate of science, Ohio University, Athens, Ohio, 1989

PROFESSIONAL REGISTRATIONS

Professional geologist (no. 8319)
DTSC registered environmental assessor I (REA I)
DOSH certified asbestos consultant (CAC)
AHERA certified asbestos building inspector
AHERA certified asbestos supervisor
AHERA certified asbestos management planner
AHERA certified asbestos project developer
40-hour health & safety training: OSHA (29 CFR 1910.120)



Sean Dunn
Regional Operations Manager
21 B Street
Burlington, MA 01803
Office: 617.715.1868 Mobile: 718.552.9953

SUMMARY OF EXPERIENCE

Mr. Dunn is an Environmental Professional with over 15 years of experience in the environmental field. He has successfully completed numerous project assignments including preparation of Response Action Outcome (RAO) Statements, EPA RCRA Facility Investigation, EPA CERCLA Site Assessments, EPA CERCLA Removal Projects, EPA Emergency Response Actions, Phase I Environmental Site Assessments (ESAs), Phase 2 Environmental Site Investigations, groundwater monitoring reports, and groundwater elevation surveys.

Currently Mr. Dunn serves as EBI's Regional Operations Manager in the Northeast region. In this role, Mr. Dunn conducts senior technical reviews of ESAs and Phase 2 investigations. Additional responsibilities include mentoring and training employees, client management, quality assurance, staffing, and recruiting.

RELEVANT PROJECT EXPERIENCE

8 Waltham Street, Wilmington, MA, Response Action Outcome with Activity and Use Limitation. Managed appropriate field activities in support of an RAO with an Activity and Use Limitation (AUL). Prepared and submitted an RAO Statement with an AUL in accordance with the Massachusetts Contingency Plan.

Landmark Finish, Andover, MA, Response Action Outcome. Managed appropriate field activities in support of an RAO. Prepared and submitted an RAO Statement in accordance with the Massachusetts Contingency Plan.

Norlite, 628 South Saratoga Street, Cohoes, NY, RCRA Facility Investigation. Managed appropriate field activities in support of a RCRA Facility Investigation (RFI). Prepared and submitted an RFI Report in accordance with the New York Department of Environmental Conservation (NYDEC).

EPA, Region I, Site Assessment. Managed and provided technical support to the EPA CERCLA Site Assessment Program on 25 Site Inspection, Expanded Site Inspection, and Removal Assessment projects.

EPA, Region I, Removal Projects. Managed and provided technical support to the EPA CERCLA Removal Program on 20 removal and emergency response projects.

EPA, Region I, Emergency Response Projects. Managed and provided technical support to the EPA Emergency Response Program on 3 emergency response situations and several Level A Antiterrorism trainings.

USMC Camp Pendleton, San Diego, CA, Groundwater Monitoring Program. Managed and provided technical support to groundwater monitoring program.

Chevron Corporation, Southern California, Groundwater Monitoring Programs. Managed and provided technical support to approximately 125 groundwater monitoring projects.

Union Pacific Railroad, Northern and Southern California, Environmental Site Assessment. Conducted Phase I environmental site assessments for Union Pacific Railroad at numerous locations in northern and southern California.

EDUCATION

B.A. Environmental Science and Policy Clark University

PROFESSIONAL REGISTRATIONSLicensed Asbestos Inspector M.G.L. c. 149, § 6-6 1/2F and 453 CMR 6.07
40-Hour OSHA Hazwoper Training, 29 CFR 1910.120**SUMMARY OF EXPERIENCE**

Ms. Casey is a Program Manager specializing in due diligence and hazardous materials site investigations in the real estate industry. Ms. Casey is also responsible for new business development and client management, ensuring high-quality and responsive customer service to meet diverse client needs. Over the past several years, Ms. Casey has supervised and actively participated in more than 300 projects for industrial, commercial, and residential properties, ranging from preliminary site assessments to remediation engineering, design, and implementation, as well as projects related to regulatory environmental compliance for public and private clients; the purpose of which is to advise prospective buyers, lenders, owners and operators of potential and existing environmental risks and liabilities.

Ms. Casey has also served as the internal environmental expert and primary point of contact for the real estate, engineering & construction department of an international home improvement company, and developed a corporate environmental program related to site evaluation, assessment and remediation; and jurisdictional and regulatory environmental agency requirements affecting corporate acquisitions, development, construction, and ongoing operations for nationwide facilities. For this same corporation, Ms. Casey also managed a wide range of engineering consultants and coordinated with real estate developers to complete due diligence, develop engineering site design plans, and secure the necessary site development permits/approvals/plans to complete real estate transactions for the construction, opening, and operation of several new home improvement large format retail stores in the northeast.

RELEVANT PROJECT EXPERIENCE

Ms. Casey has conducted ASTM Phase I Environmental Site Assessments for a variety of properties associated with real estate due diligence transactions as well as regulatory-driven site investigations and subsurface investigations for projects being regulated by various state environmental programs. She has managed site response activities including client and regulator notification associated with environmental contamination matters, immediate response actions, recommendations for future remedial activities and participation in follow-up remedial tasks. Ms. Casey has been responsible for all phases of project management including proposal preparation, budget and schedule control; and oversight of junior staff including technical review and quality control of project deliverables. Ms. Casey has developed environmental specifications, bid documents and engineering cost estimates related to contaminated soil and groundwater during construction of public and private development projects as well as managed multi-site environmental regulatory compliance audits for several public agencies and private clients across the country.

EDUCATIONB.S. Civil Engineering, University of New Hampshire, Durham, NH, 1990
M.S. Civil Engineering, Northeastern University, 1999**PROFESSIONAL TRAINING/REGISTRATIONS**

- Registered professional engineer, Massachusetts, 1999

- Licensed site professional, Massachusetts, 2003
- OSHA 29 CFR 1910.120 40-hour hazardous waste operations and emergency response, 1991
- U.S. Department of Housing and Urban Development (HUD) lead based paint visual assessment training, 2012
- ASTM E1527-05 Phase I ESA training, 2013
- Asbestos Inspector training, 2013

**APPENDIX E
 REGULATORY DATABASE REPORT**

Carousel Mall
 9090 Destiny USA Drive
 Syracuse, NY 13290

Inquiry Number: 04679424.2r
 July 21, 2016

DRAFT

The EDR Radius Map™ Report with GeoCheck®

EBI Consulting



6 Armstrong Road, 4th floor
 Shelton, CT 06484
 Toll Free: 800.352.0050
 www.edrnet.com

FORM-STD-ARB

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Thank you for your business.
 Please contact EDR at 1-800-352-0050
 with any questions or comments.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

9090 DESTINY USA DRIVE
 SYRACUSE, NY 13290

COORDINATES

Latitude (North): 43.0676730 - 43° 4' 3.62"
 Longitude (West): 76.1704390 - 76° 10' 13.58"
 Universal Transverse Mercator: Zone 18
 UTM X (Meters): 404701.1
 UTM Y (Meters): 4768779.5
 Elevation: 377 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 5937769 SYRACUSE WEST, NY
 Version Date: 2013

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 2015050B
 Source: USDA

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MAPPED SITES SUMMARY

Target Property Address:
9090 DESTINY USA DRIVE
SYRACUSE, NY 13204

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	CAROUSEL CENTER CO	9090 CAROUSEL CENTER	RCRA-SQG, NY MANIFEST		TP
A2	CAROUSEL CENTER	9090 CAROUSEL CENTER	FINDS, ECHO		TP
A3	CAROUSEL CENTER CO	9090 CAROUSEL CENTER	PA MANIFEST		TP
A4	CAROUSEL MALL	9090 CAROUSEL CENTER	NY Spills		TP
A5	CAROUSEL CENTER	9090 CAROUSEL CENTER	NY Spills, NY SPDES		TP
Reg	ONONDAGA LAKE	POSTAL ADDRESS IS UN	NPL, SEMS, US ENG CONTROLS, US INST CONTROL, NY...	Same	1155, 0.219, SW
A6	CARISALE MALL	HIAWATHA BLVD	NY Spills	Higher	34, 0.006, ENE
A7	MOBIL TERMINAL	OIL CITY, SOLAR STRE	NY LTANKS, NY Spills	Higher	48, 0.009, North
A8	CCD WEP COGEN FACILI	360 HIAWATHA BLVD WE	NY Spills	Higher	109, 0.021, East
B9	CAROSSEL SHOP CENTER	OIL CITY, HIAWATHA B	NY Spills	Higher	141, 0.027, NNE
B10	BONWIT TELLER	CAROSSEL MALL	NY Spills	Higher	148, 0.028, ENE
B11	AREA OF CARACEL MALL	HIAWATHA BLVD	NY Spills	Higher	148, 0.028, ENE
B12	NIAGRA-MOHAWK	KAUFMANS-CAROUSEL, MA	NY Spills	Higher	148, 0.028, ENE
13	CONGLN LIMITED	372 W HIAWATHA BLVD	RCRA-LQG, FINDS, NY MANIFEST, ECHO	Lower	163, 0.031, SSE
D14	OIL CITY/CAROUSEL CE	311-71 HIAWATHA BLVD	NY BROWNFIELDS	Higher	215, 0.041, East
C15	SOLAR ST &	HIAWATHA BLVD	NY Spills	Lower	232, 0.044, SSW
D16	W HIAWATHA BLVD	OIL CITY W HIAWATHA	NY Spills	Higher	270, 0.051, NE
E17	330 W HIAWATHA BLVD	330 W HIAWATHA	NY Spills	Higher	270, 0.051, NE
D18	COMMERCIAL	SOLAR & HIAWATHA	NY Spills	Lower	271, 0.051, South
D19	CORNER OF HIAWATHA &	ERINS	NY Spills	Lower	275, 0.052, South
D20	CONTRACTOR LAYDOWN Y	401 HIAWATHA BLVD	RCRA-SQG, NY MOSF, NY TANKS, FINDS, PA MANIFEST...	Lower	285, 0.054, South
D21	YAD-PCO TERMINAL FAC	401 HIAWATHA BOULEVA	NY MOSF UST, NY MOSF AST	Lower	288, 0.055, South
D22	401 WEST HIAWATHA BL	401 WEST HIAWATHA BL	NY VCP	Lower	288, 0.055, South
D23	OIL CITY/CAROUSEL CE	401 HIAWATHA BLVD, W	NY BROWNFIELDS	Lower	288, 0.055, South
C24	SUN PIPE LINE CO SYR	HIAWATHA ST	NY MOSF, RCRA NonGen / NLR, NY MANIFEST	Higher	304, 0.058, ENE
C25	SUN SYRACUSE MARKETI	301 W. HIAWATHA BLVD	NY MOSF AST	Higher	304, 0.058, ENE
C26	SUNOCO INC	301 WEST HIAWATHA BL	RCRA NonGen / NLR, NY MANIFEST	Higher	304, 0.058, ENE
C27	SUNMARK PETROLEUM MA	301 W HIAWATHA BLVD	RCRA NonGen / NLR, NY MANIFEST, NY SPDES	Higher	304, 0.058, ENE
E28	OIL CITY/CAROUSEL CE	306 HIAWATHA BLVD, W	NY ENG CONTROLS, NY INST CONTROL, NY BROWNFIELD	Higher	360, 0.068, NE
29	ATLANTIC TERMINAL	OIL CITY, SOLAR STRE	NY LTANKS, NY Spills	Lower	367, 0.070, SSE
30	SYRACUSE WATER DEPT	HIAWATHA/SOLAR RT B1	NY Spills	Lower	375, 0.071, South
E31	PYRAMID CO OF ONONDA	320 WEST HIAWATHA BL	NY Spills	Higher	381, 0.072, NE
F32	MARLEY	OIL CITY, HIAWATHA B	NY Spills	Higher	381, 0.072, NE
F33	BUCKEYE TERMINAL	HIAWATHA BLVD	NY Spills	Lower	387, 0.073, SW
F34	BUCKEYE TERMINAL	OIL CITY	NY Spills	Lower	387, 0.073, SW
F35	YAD TERMINAL	OIL CITY, HIAWATHA B	NY Spills	Lower	387, 0.073, SW
F36	HESS STAT. 32214	410 HIAWATHA BOULEVA	NY Spills	Lower	411, 0.078, SSW
F37	HESS - HIAWATHA BLVD	OIL CITY, 410 W. HIA	NY Spills	Lower	411, 0.078, SSW
F38	AMERADA HESS B685	HIAWATHA BLVD WEST	NY Spills	Lower	411, 0.078, SSW

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MAPPED SITES SUMMARY

Target Property Address:
9090 DESTINY USA DRIVE
SYRACUSE, NY 13204

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
G39	AMERADA HESS CORP #3	420 HIAWATHA BLVD, WE	NY MANIFEST		Lower 445, 0.084, SSW
G40	P O T TERMINAL FACIL	420 W HIAWATHA BLVD	NY VCP, NY Spills, RCRA NonGen / NLR, NY MANIFEST		Lower 445, 0.084, SSW
G41	HESS CORPORATION	420 HIAWATHA BLVD W	RCRA-CESQG, NY MANIFEST		Lower 445, 0.084, SSW
G42	AMERADA HESS SYRACUS	420 W. HIAWATHA BLVD	NY MOSF, NY CBS, NY CBS AST, NY MOSF AST, NY...		Lower 445, 0.084, SSW
G43		420 HIAWATHA BLVD W	EDR Hist Auto		Lower 445, 0.084, SSW
G44	HESS STATION #32214	420 HIAWATHA BLVD, W	NY UST, NY HIST UST		Lower 470, 0.084, SSW
G45		HESS OIL TERMINAL 42	ERNS		Lower 470, 0.084, SSW
H46	MARLEYS - HIAWATHA B	HIAWATHA BLVD	NY Spills	Higher	489, 0.093, NE
H47	MARLEY SCRAP YARD	HIAWATHA BLVD	NY Spills	Higher	489, 0.093, NE
48	SUNOCO TERMINAL	OIL CITY, SOLAR STRE	NY LTANKS	Lower	506, 0.096, SSE
I49	AMERADA HESS TERMNA	OIL CITY, HIAWATHA B	NY LTANKS, NY Spills	Lower	520, 0.098, SW
I50	HESS STATION #32214	OIL CITY 420 HIAWATH	NY Spills	Lower	542, 0.103, SW
I51	HESS TERMINAL	HIAWATHA BLVD, OIL C	NY Spills	Lower	542, 0.103, SW
I52	HESS TERMINAL	OIL CITY, HIAWATHA B	NY Spills	Lower	542, 0.103, SW
I53	HESS TERMINAL	HESS TERMINAL	NY Spills	Lower	542, 0.103, SW
54	DESTINY USA MALL	1 DESTINY USA DR	NY Spills	Lower	595, 0.113, WNW
55	MACYS - CAROUSEL #14	9509 CAROUSEL CENTER	RCRA-CESQG, NY MANIFEST	Higher	870, 0.165, NNE
56	ATLANTIC REFINING &	550 SOLAR STREET	NY MANIFEST	Higher	927, 0.176, ESE
57	CITGO SKIM TANK	OIL CITY	NY LTANKS	Lower	927, 0.176, SSE
J58	CITGO PETROLEUM CORP	545 SOLAR STREET	NY MOSF, NY CBS, NY Spills, NY SPDES	Higher	983, 0.186, SE
J59	CITGO PETROLEUM CORP	545 SOLAR ST	NY CBS AST, NY MOSF AST, RCRA NonGen / NLR, NY...	Higher	983, 0.186, SE
K60	QUANTA RESOURCES SIT	2802-2810 LODI ST	SEMS, CORRACTS, NY SHWS, NY INST CONTROL, RCRA...	Higher	1119, 0.212, ENE
61	CANADA SHOTMEYER TER	OIL CITY	NY LTANKS	Lower	1119, 0.212, ENE
K62	QUANTA RESOURCES	2802-2810 LODI STREE	NY RGA HWS	Higher	1159, 0.220, ENE
K63	QUANTA RESOURCES	2802-2810 LODI STREE	NY ENG CONTROLS	Higher	1159, 0.220, ENE
L64	SYRACUSE SUN TERMINA	540 SOLAR STREET	NY LTANKS, NY MOSF, NY CBS, NY Spills, NY SPDES	Higher	1203, 0.228, ESE
L65	SYRACUSE SUN TERMINA	540 SOLAR STREET	NY CBS UST, NY CBS AST	Higher	1203, 0.228, ESE
L66	AR & M CORP-SYRACUSE	540 SOLAR ST	RCRA NonGen / NLR, NY MANIFEST	Higher	1203, 0.228, ESE
L67	SYRACUSE ATLANTIC TE	540 SOLAR STREET	NY MOSF UST, NY MOSF AST	Higher	1203, 0.228, ESE
M68	MOBIL OIL CORPORATIO	502 SOLAR STREET	NY MOSF UST, NY MOSF AST	Higher	1405, 0.266, SE
M69	MOBIL TERMINAL	SOLAR STREET	NY LTANKS	Higher	1405, 0.266, SE
M70	MOBIL OIL SYRACUSE T	502 SOLAR ST	NY LTANKS, NY MOSF, NY CBS, NY CBS AST, NY...	Higher	1405, 0.266, SE
M71	MOBIL-SOLAR ST	MOBIL	NY LTANKS	Higher	1405, 0.266, SE
72	TASSONE CHEVRON	N. SALINA & HIAWATHA	NY LTANKS	Higher	1410, 0.267, NE
73	TASSONE'S NORTH	1801 N. SALINA ST	NY LTANKS, NY UST, NY HIST UST, NY Spills	Higher	1428, 0.270, NE
74	MC MILLAN CANDLE CO	WOLF STREET	NY LTANKS	Higher	1434, 0.272, ENE
75	OIL CITY/CAROUSEL CE	1 CAROUSEL CENTER DR	NY BROWNFIELDS, NY Spills	Lower	1524, 0.289, NW
N76	MOBIL OIL SOLAR	OIL CITY, SOLAR STRE	NY LTANKS	Higher	1643, 0.311, SE
N77	OIL CITY/CAROUSEL CE	300 BEAR STREET WEST	NY BROWNFIELDS	Lower	1678, 0.318, SE

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MAPPED SITES SUMMARY

Target Property Address:
9090 DESTINY USA DRIVE
SYRACUSE, NY 13204

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
78	CONWAY EASTERN	BEAR STREET	NY LTANKS	Lower	1699, 0.320, SSE
079	SCOTSMAN PRESS	OIL CITY 250 BEAR ST	NY LTANKS	Higher	1734, 0.328, ESE
080	SCOTSMAN PRESS	OIL CITY 250 BEAR ST	NY LTANKS	Higher	1734, 0.328, ESE
81	NIMO, HIAWATHA GAS	HIAWATHA BLVD.	NY HSWDS	Lower	1766, 0.334, SW
82	PARK STREET	2019 PARK ST	NY LTANKS	Higher	1827, 0.346, NNE
83	CON-WAY EASTERN EXPR	121 BEAR ST	NY LTANKS	Higher	1856, 0.352, East
F84	BODOWS RECYCLING	1925 PARK STREET	NY LTANKS	Higher	1872, 0.355, NE
F85	AUTOLAND	2000 PARK ST	NY LTANKS	Higher	1893, 0.359, NE
86	BRINKS	BRINKS INC	NY LTANKS	Higher	1940, 0.367, East
087	METROPOLITAN SYRACU	650 HIAWATHA BLVD WE	NY SWF/LF, NY LTANKS, NY CBS, NY CBS AST, NY...	Lower	1980, 0.375, SW
088	METROPOLITAN SYRACUS	650 HIAWATHA BLVD W	RCRA-LQG, NY LTANKS, NY Spills, NY MANIFEST, N.J.	Lower	1980, 0.375, SW
089	WASTE STREAM ENVIRON	650 HIAWATHA BLVD, W	NY RGA LF	Lower	1980, 0.375, SW
90	ROMA TILE	PARK & WOLF ST	NY LTANKS	Higher	2021, 0.383, NE
91	EMERALD POINT CORPOR	1001 N CLINTON ST	NY MOSF, NY MANIFEST	Higher	2151, 0.407, ESE
92	MIDSTATE AUTO	1515-1517 NORTH SALI	NY RGA LF	Higher	2179, 0.413, East
93	NIMO - SYRACUSE - HI	HIAWATHA BLVD / METR	EDR MGP	Lower	2191, 0.415, SW
94	CAR EXCHANGE	2524 LODI STREET	NY LTANKS, NY Spills	Higher	2324, 0.440, East
R95	MCKESSON ENVIROSYSTE	400 BEAR STREET WEST	NY RGA HWS	Higher	2387, 0.452, South
R96	MCKESSON ENVIROSYSTE	400 BEAR ST	CORRACTS, US ENG CONTROLS, US INST CONTROL, NY...	Higher	2387, 0.452, South
97	HESS STATION 32348	685 HIAWATHA BL	NY LTANKS	Lower	2500, 0.473, SW
S98	ABC USED AUTO PARTS	2424 LODI STREET	NY SWF/LF	Higher	2532, 0.480, East
S99	ABC USED AUTO PARTS	2424 LODI STREET	NY RGA, LF	Higher	2532, 0.480, East
100	HESS STATION	OIL CITY, HIAWATHA B	NY LTANKS	Lower	2597, 0.492, SW
101	TERRELL ASSOCIATES I	W HIAWATHA BLVD	NY SHWS, NY ENG CONTROLS, NY INST CONTROL, RCRA...	Higher	2676, 0.507, NE
T102	ROTH STEEL, RICHMOND	RICHMOND AVE	NY SHWS	Lower	3788, 0.717, SW
T103	800 HIAWATHA BOULEVA	800 HIAWATHA BLVD, W	NY SHWS, NY BROWNFIELDS, NY Spills	Lower	3788, 0.717, SW
U104	SAW REDEVELOPMENT, L	SPENCE ST	RCRA-SQG, NY SHWS, NY MANIFEST	Lower	4062, 0.769, SSE
U105	AMERICAN BAG AND MET	400 SPENCER STREET	NY RGA HWS	Lower	4062, 0.769, SSE

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TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report.

Site	Databases(s)	EPA ID
CAROUSEL CENTER CO 9090 CAROUSEL CENTER SYRACUSE, NY 13290	RCRA-SQG EPA ID: NYR000145359 NY MANIFEST EPA ID: NYR000145359	NYR000145359
CAROUSEL CENTER 9090 CAROUSEL CENTER SYRACUSE, NY 13290	FINDS Registry ID: 110006700711 ECHO	N/A
CAROUSEL CENTER CO 9090 CAROUSEL CENTER SYRACUSE, NY 13290	PA MANIFEST Generator EPA ID: NYR000145359	N/A
CAROUSEL MALL 9090 CAROUSEL CENTER SYRACUSE, NY	NY Spills Spill Number/Closed Date: 0111403 / 2002-03-04 spillo: 0111403 Site ID: 192917	N/A
CAROUSEL CENTER 9090 CAROUSEL CENTER SYRACUSE, NY 13290	NY SPDES Spill Number/Closed Date: 9211699 / 1993-01-12 spillo: 9211699 Site ID: 63464	N/A
	NY SPDES Limit Set Status Flag: A Permit Number: NY023296	

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

Proposed NPL..... Proposed National Priority List Sites

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- NPL LIENS..... Federal Superfund Liens
- Federal Delisted NPL site list**
- Delisted NPL..... National Priority List Deletions
- Federal CERCLIS list**
- FEDERAL FACILITY..... Federal Facility Site Information listing
- Federal CERCLIS NFRAP site list**
- SEMS-ARCHIVE..... Superfund Enterprise Management System Archive
- Federal RCRA non-CORRACTS TSD facilities list**
- RCRA-TSDF..... RCRA - Treatment, Storage and Disposal
- Federal institutional controls / engineering controls registries**
- LUCIS..... Land Use Control Information System
- State and tribal leaking storage tank lists**
- INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land
- NY HIST LTANKS..... Listing of Leaking Storage Tanks
- State and tribal registered storage tank lists**
- FEMA UST..... Underground Storage Tank Listing
- NY AST..... Petroleum Bulk Storage
- INDIAN UST..... Underground Storage Tanks on Indian Land
- State and tribal institutional control / engineering control registries**
- NY RES DECL..... Restrictive Declarations Listing
- State and tribal voluntary cleanup sites**
- INDIAN VCP..... Voluntary Cleanup Priority Listing
- State and tribal Brownfields sites**
- NY ERP..... Environmental Restoration Program Listing
- ADDITIONAL ENVIRONMENTAL RECORDS**
- Local Brownfield lists**
- US BROWNFIELDS..... A Listing of Brownfields Sites
- Local Lists of Landfill / Solid Waste Disposal Sites**
- NY SWRCY..... Registered Recycling Facility List

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- NY SWTIRE..... Registered Waste Tire Storage & Facility List
- INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
- DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
- ODI..... Open Dump Inventory
- Local Lists of Hazardous waste / Contaminated Sites**
- US HIST CDL..... Delisted National Clandestine Laboratory Register
- NY DEL SHWS..... Delisted Registry Sites
- US CDL..... National Clandestine Laboratory Register
- Local Lists of Registered Storage Tanks**
- NY HIST AST..... Historical Petroleum Bulk Storage Database
- Local Land Records**
- NY LIENS..... Spill Liens Information
- LIENS 2..... CERCLA Lien Information
- Records of Emergency Release Reports**
- HMIRS..... Hazardous Materials Information Reporting System
- NY Hist Spills..... SPILLS Database
- Other Ascertainable Records**
- FUDS..... Formerly Used Defense Sites
- DOD..... Department of Defense Sites
- SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
- US FIN ASSUR..... Financial Assurance Information
- EPA WATCH LIST..... EPA WATCH LIST
- TSCA..... Toxic Substances Control Act
- TRIS..... Toxic Chemical Release Inventory System
- SSTS..... Section 7 Tracking Systems
- RMP..... Risk Management Plans
- RAATS..... RCRA Administrative Action Tracking System
- PADS..... PCB Activity Database System
- FTTS..... FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
- MLTS..... Material Licensing Tracking System
- COAL ASH DOE..... Steam-Electric Plant Operation Data
- COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
- PCB TRANSFORMER..... PCB Transformer Registration Database
- RADINFO..... Radiation Information Database
- HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing
- DOT OPS..... Incident and Accident Data
- CONSENT..... Superfund (CERCLA) Consent Decrees
- INDIAN RESERV..... Indian Reservations
- FUSRAP..... Formerly Utilized Sites Remedial Action Program
- UMTRA..... Uranium Mill Tailings Sites
- LEAD SMELTERS..... Lead Smelter Sites
- US AIRS..... Aerometric Information Retrieval System Facility Subsystem
- US MINES..... Mines Master Index File
- DOCKET HWC..... Hazardous Waste Compliance Docket Listing

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- UXO..... Unexploded Ordnance Sites
- NY AIRS..... Air Emissions Data
- NY COAL ASH..... Coal Ash Disposal Site Listing
- NY DRYCLEANERS..... Registered Drycleaners
- NY E DESIGNATION..... E DESIGNATION SITE LISTING
- NY Financial Assurance..... Financial Assurance Information Listing
- NY UIC..... Underground Injection Control Wells
- FUELS PROGRAM..... EPA Fuels Program Registered Listing
- EDR HIGH RISK HISTORICAL RECORDS**
- EDR Exclusive Records**
- EDR Hist Cleaner..... EDR Exclusive Historic Dry Cleaners
- SURROUNDING SITES: SEARCH RESULTS**
- Surrounding sites were identified in the following databases.
- Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.
- Sites listed in **bold italics** are in multiple databases.
- Unmappable (orphan) sites are not considered in the foregoing analysis.
- STANDARD ENVIRONMENTAL RECORDS**
- Federal NPL site list**
- NPL: Also known as Superfund, the National Priority List database is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund program. The source of this database is the U.S. EPA.
- A review of the NPL list, as provided by EDR, and dated 03/07/2016 has revealed that there is 1 NPL site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	SW 1/8 - 1/4 (0.219 mi.)	0	22

- Federal CERCLIS list**
- SEMS: SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities,

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- private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.
- A review of the SEMS list, as provided by EDR, and dated 03/07/2016 has revealed that there are 2 SEMS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	SW 1/8 - 1/4 (0.219 mi.)	0	22
QUANTA RESOURCES SIT	2802-2810 LODI ST	ENE 1/8 - 1/4 (0.212 mi.)	K60	367

- Federal RCRA CORRACTS facilities list**
- CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.
- A review of the CORRACTS list, as provided by EDR, and dated 12/09/2015 has revealed that there are 2 CORRACTS sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
QUANTA RESOURCES SIT	2802-2810 LODI ST	ENE 1/8 - 1/4 (0.212 mi.)	K60	367
MCKESSON ENVIROSYSTE	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

- Federal RCRA generators list**
- RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.
- A review of the RCRA-LQG list, as provided by EDR, and dated 12/09/2015 has revealed that there is 1 RCRA-LQG site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CONKLIN LIMITED	372 W HIAWATHA BLVD	SSE 0 - 1/8 (0.031 mi.)	13	118

- RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.
- A review of the RCRA-SQG list, as provided by EDR, and dated 12/09/2015 has revealed that there is 1 RCRA-SQG site within approximately 0.25 miles of the target property.

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Lower Elevation	Address	Direction / Distance	Map ID	Page
CONTRACTOR LAYDOWN Y	401 HIAWATHA BLVD	S 0 - 1/8 (0.054 mi.)	D20	146

RCRA-CESQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-CESQG list, as provided by EDR, and dated 12/09/2015 has revealed that there are 2 RCRA-CESQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MACYS - CAROUSEL #14	9509 CAROUSEL CENTER	NNE 1/8 - 1/4 (0.165 mi.)	55	314

Lower Elevation	Address	Direction / Distance	Map ID	Page
HESS CORPORATION	420T HIAWATHA BLVD W	SSW 0 - 1/8 (0.084 mi.)	G41	271

Federal institutional controls / engineering controls registries

US ENG CONTROLS: A listing of sites with engineering controls in place.

A review of the US ENG CONTROLS list, as provided by EDR, and dated 09/10/2015 has revealed that there are 2 US ENG CONTROLS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	SW 1/8 - 1/4 (0.219 mi.)	0	22
MCKESSON ENVIROSYSTE	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

US INST CONTROL: A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

A review of the US INST CONTROL list, as provided by EDR, and dated 09/10/2015 has revealed that there are 2 US INST CONTROL sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	SW 1/8 - 1/4 (0.219 mi.)	0	22
MCKESSON ENVIROSYSTE	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

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Federal ERNS list

ERNS: The Emergency Response Notification System records and stores information on reported releases of oil and hazardous substances. The source of this database is the U.S. EPA.

A review of the ERNS list, as provided by EDR, and dated 03/28/2016 has revealed that there are 2 ERNS sites within approximately 0.125 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
Not reported	CORNER OF HIAWATHA & HESS OIL TERMINAL 42	S 0 - 1/8 (0.052 mi.)	D19	146
Not reported		SSW 0 - 1/8 (0.089 mi.)	G45	300

State- and tribal - equivalent CERCLIS

NY SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environmental Conservation's inactive Hazardous waste Disposal Sites in New York State.

A review of the NY SHWS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 6 NY SHWS sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
QUANTA RESOURCES SIT	2802-2810 LODI ST	ENE 1/8 - 1/4 (0.212 mi.)	K60	367

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MCKESSON ENVIROSYSTE	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TERRELL ASSOCIATES I	W HIAWATHA BLVD	NE 1/2 - 1 (0.507 mi.)	101	644

Lower Elevation	Address	Direction / Distance	Map ID	Page
ROTH STEEL, RICHMOND	RICHMOND AVE	SW 1/2 - 1 (0.717 mi.)	T102	656

Lower Elevation	Address	Direction / Distance	Map ID	Page
800 HIAWATHA BOULEVA	800 HIAWATHA BLVD. W	SW 1/2 - 1 (0.717 mi.)	T103	657

Lower Elevation	Address	Direction / Distance	Map ID	Page
SAW REDEVELOPMENT, L	SPENCE ST	SSE 1/2 - 1 (0.769 mi.)	U104	661

NY VAPOR REOPENED: "Vapor intrusion" refers to the process by which volatile chemicals move from a subsurface source into the indoor air of overlying or adjacent buildings. The subsurface source can either be contaminated groundwater or contaminated soil which releases vapors into the pore spaces in the soil. Improvements in analytical techniques and knowledge gained from site investigations in New York and other states has led to an increased awareness of soil vapor as a medium of concern and of the potential for

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exposures from the soil vapor intrusion pathway. Based on this additional information, New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion.

A review of the NY VAPOR REOPENED list, as provided by EDR, and dated 08/01/2015 has revealed that there is 1 NY VAPOR REOPENED site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MCKESSON ENVIROSYSTE	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

State and tribal landfill and/or solid waste disposal site lists

NY SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the list.

A review of the NY SWF/LF list, as provided by EDR, and dated 04/06/2016 has revealed that there are 2 NY SWF/LF sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ABC USED AUTO PARTS	2424 LODI STREET	E 1/4 - 1/2 (0.480 mi.)	S98	642

Lower Elevation	Address	Direction / Distance	Map ID	Page
METROPOLITAN SYRACU	650 HIAWATHA BLVD WE	SW 1/4 - 1/2 (0.375 mi.)	Q87	543

State and tribal leaking storage tank lists

NY LTANKS: Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills

A review of the NY LTANKS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 28 NY LTANKS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOBIL TERMINAL	OIL CITY, SOLAR STRE	N 0 - 1/8 (0.009 mi.)	A7	107

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE SUN TERMINA	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L64	436

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Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOBIL TERMINAL	SOLAR STREET	SE 1/4 - 1/2 (0.266 mi.)	M69	480

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOBIL OIL SYRACUSE T	502 SOLAR ST	SE 1/4 - 1/2 (0.266 mi.)	M70	481

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOBIL SOLAR ST	MOBIL	SE 1/4 - 1/2 (0.266 mi.)	M71	510

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TASSONE CHEVRON	N. SALINA & HIAWATHA	NE 1/4 - 1/2 (0.267 mi.)	72	511

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TASSONE'S NORTH	1801 N. SALINA ST	NE 1/4 - 1/2 (0.270 mi.)	73	512

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MC MILLAN CANDLE CO	WOLF STREET	ENE 1/4 - 1/2 (0.272 mi.)	74	523

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOBIL OIL SOLAR	OIL CITY, SOLAR STRE	SE 1/4 - 1/2 (0.311 mi.)	N76	528

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SCOTTSMAN PRESS	OIL CITY 250 BEAR ST	ESE 1/4 - 1/2 (0.328 mi.)	O79	531

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SCOTTSMAN PRESS	OIL CITY 250 BEAR ST	ESE 1/4 - 1/2 (0.328 mi.)	O80	533

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
PARK STREET	2019 PARK ST	NNE 1/4 - 1/2 (0.346 mi.)	82	535

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CON-WAY EASTERN EXPR	121 BEAR ST	E 1/4 - 1/2 (0.352 mi.)	83	536

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EXECUTIVE SUMMARY

Site ID: 319911					
Site ID: 319912					
Site ID: 319913					
Program Number: 9204453					
Program Number: 9613701					
Program Number: 9707371					
BODOWS RECYCLING	1925 PARK STREET	NE 1/4 - 1/2 (0.355 mi.)	P84	539	
Spill Number/Closed Date: 9604282 / 1997-09-29					
Site ID: 328738					
Program Number: 9604282					
AUTOLAND	2000 PARK ST	NE 1/4 - 1/2 (0.359 mi.)	P85	541	
Spill Number/Closed Date: 9402261 / 1996-07-09					
Site ID: 297443					
Program Number: 9402261					
BRINKS	BRINKS INC	E 1/4 - 1/2 (0.367 mi.)	86	542	
Spill Number/Closed Date: 9403940 / 1994-09-20					
Site ID: 314914					
Program Number: 9403940					
ROMA TILE	PARK & WOLF ST	NE 1/4 - 1/2 (0.383 mi.)	90	586	
Spill Number/Closed Date: 8900207 / 1989-06-26					
Site ID: 230862					
Program Number: 8900207					
CAR EXCHANGE	2524 LODI STREET	E 1/4 - 1/2 (0.440 mi.)	94	589	
Spill Number/Closed Date: 9012460 / 1991-04-11					
Site ID: 251278					
Program Number: 9012460					

Lower Elevation	Address	Direction / Distance	Map ID	Page	
ATLANTIC TERMINAL	OIL CITY, SOLAR STRE	SSE 0 - 1/8 (0.070 mi.)	29	231	
Spill Number/Closed Date: 9003689 / 1990-07-02					
Site ID: 166653					
Program Number: 9003689					
SUNOCO TERMINAL	OIL CITY, SOLAR STRE	SSE 0 - 1/8 (0.096 mi.)	48	302	
Spill Number/Closed Date: 8000043 / 1990-01-16					
Site ID: 157874					
Program Number: 8000043					
AMERADA HESS TERMINA	OIL CITY, HIAWATHA B	SW 0 - 1/8 (0.098 mi.)	149	303	
Spill Number/Closed Date: 8900129 / 1989-04-05					
Spill Number/Closed Date: 9005128 / 1991-02-01					
Site ID: 191375					
Site ID: 171047					
Program Number: 8900129					
Program Number: 9005128					
CITGO SKIM TANK	OIL CITY	SSE 1/8 - 1/4 (0.176 mi.)	57	335	
Spill Number/Closed Date: 8705976 / 1987-10-14					
Site ID: 321979					
Program Number: 8705976					
CANADA SHOTMEYER TER	OIL CITY	S 1/8 - 1/4 (0.217 mi.)	61	431	
Spill Number/Closed Date: 8403344 / 1986-01-01					
Site ID: 321974					
Program Number: 8403344					
CONWAY EASTERN	BEAR STREET	SSE 1/4 - 1/2 (0.320 mi.)	78	530	

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Spill Number/Closed Date: 8706264 / 1987-12-07					
Site ID: 145551					
Program Number: 8706264					
METROPOLITAN SYRACUS	650 HIAWATHA BLVD WE	SW 1/4 - 1/2 (0.375 mi.)	Q87	543	
Spill Number/Closed Date: 9707719 / 2002-08-06					
Spill Number/Closed Date: 9506602 / 1996-01-01					
Site ID: 217158					
Site ID: 101086					
Program Number: 9707719					
Program Number: 9506602					
METROPOLITAN SYRACUS	650 HIAWATHA BLVD W	SW 1/4 - 1/2 (0.375 mi.)	Q88	555	
HESS STATION #32348	685 HIAWATHA BL	SW 1/4 - 1/2 (0.473 mi.)	97	641	
Spill Number/Closed Date: 0100218 / 2001-04-20					
Site ID: 129945					
Program Number: 0100218					
HESS STATION	OIL CITY, HIAWATHA B	SW 1/4 - 1/2 (0.492 mi.)	100	643	
Spill Number/Closed Date: 8802741 / 1989-04-19					
Site ID: 94430					
Program Number: 8802741					

State and tribal registered storage tank lists

NY UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle 1 of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database

A review of the NY UST list, as provided by EDR, and dated 03/29/2016 has revealed that there is 1 NY UST site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
HESS STATION #32348	420 HIAWATHA BLVD. W	SSW 0 - 1/8 (0.084 mi.)	G44	290

NY CBS UST: Chemical Bulk Storage Database. Registration data collected as required by 6 NYCRR Part 596. It includes facilities storing hazardous substances listed in 6 NYCRR Part 597, in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size. Includes facilities registered (and closed) since effective date of CBS regulations (July 15, 1988) through the date request is processed.

A review of the NY CBS UST list, as provided by EDR, and dated 01/01/2002 has revealed that there is 1 NY CBS UST site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE SUN TERMINA	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L65	446
Facility Status: 3				
Id/Status: 7-000192				
Tank Status: 2				

EXECUTIVE SUMMARY

NY MOSF UST: Major Oil Storage Facilities Database. Facilities are licensed pursuant to Article 12 of the Navigation Law, 6 NYCRR Part 610 and 17 NYCRR Part 30. These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater. Includes MOSF's licensed or closed since April 1, 1986, (responsibility was transferred from DOT on October 13, 1985) plus available data obtained from DOT facilities licensed since Article 12 became law on April 1, 1978.

A review of the NY MOSF UST list, as provided by EDR, and dated 01/01/2002 has revealed that there are 3 NY MOSF UST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE ATLANTIC TE	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L67	467
MOBIL OIL CORPORATIO	502 SOLAR STREET	SE 1/4 - 1/2 (0.266 mi.)	M68	472
Lower Elevation	Address	Direction / Distance	Map ID	Page
YAD-PCO TERMINAL FAC	401 HIAWATHA BOULEVA	S 0 - 1/8 (0.055 mi.)	D21	165

NY MOSF: These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

A review of the NY MOSF list, as provided by EDR, and dated 03/29/2016 has revealed that there are 7 NY MOSF sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SUN PIPE LINE CO SYR	HIAWATHA ST	ENE 0 - 1/8 (0.058 mi.)	C24	173
Tank Status: Inactive				
Facility Id: 7-1540				
SYRACUSE SUN TERMINA	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L64	436
Tank Status: Inactive				
Facility Id: 7-1480				
MOBIL OIL SYRACUSE T	502 SOLAR ST	SE 1/4 - 1/2 (0.266 mi.)	M70	481
Tank Status: Inactive				
Facility Id: 7-1480				
EMERALD POINT CORPOR	1001 N CLINTON ST	ESE 1/4 - 1/2 (0.407 mi.)	91	587
Tank Status: Unregulated/Closed				
Facility Id: 7-1740				
Lower Elevation	Address	Direction / Distance	Map ID	Page
CONTRACTOR LAYDOWN Y	401 HIAWATHA BLVD	S 0 - 1/8 (0.054 mi.)	D20	146
Tank Status: Unregulated/Closed				
Facility Id: 7-1440				
AMERADA HESS SYRACUS	420 W. HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G42	278
Tank Status: Unregulated/Closed				
Facility Id: 7-1360				
CITGO PETROLEUM CORP	545 SOLAR STREET	SE 1/8 - 1/4 (0.186 mi.)	J58	336
Tank Status: Inactive				
Facility Id: 7-1640				

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EXECUTIVE SUMMARY

NY CBS: These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

A review of the NY CBS list, as provided by EDR, and dated 03/29/2016 has revealed that there are 3 NY CBS sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE SUN TERMINA	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L64	436
Facility Status: Unregulated/Closed				
CBS Number: 7-000192				
CBS Number: 7-000262				

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERADA HESS SYRACUS	420 W. HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G42	278
Facility Status: Unregulated/Closed				
CBS Number: 7-000073				
CITGO PETROLEUM CORP	545 SOLAR STREET	SE 1/8 - 1/4 (0.186 mi.)	J58	336
Facility Status: Unregulated/Closed				
CBS Number: 7-000147				
CBS Number: 7-000206				

NY CBS AST: Chemical Bulk Storage Database. Registration data collected as required by 6 NYCRR Part 596. It includes facilities storing hazardous substances listed in 6 NYCRR Part 597, in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size. Includes facilities registered (and closed) since effective date of CBS regulations (July 15, 1988) through the date request is processed.

A review of the NY CBS AST list, as provided by EDR, and dated 01/01/2002 has revealed that there are 3 NY CBS AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SYRACUSE SUN TERMINA	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L65	446
Facility Status: 2				
Facility Status: 1				
CBS Number: 7-000262				

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERADA HESS SYRACUS	420 W. HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G42	278
Facility Status: 2				
Facility Status: 1				
CBS Number: 7-000073				
CITGO PETROLEUM CORP	545 SOLAR ST	SE 1/8 - 1/4 (0.186 mi.)	J59	343
Facility Status: 2				
Facility Status: 1				
CBS Number: 7-000147				
CBS Number: 7-000206				

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EXECUTIVE SUMMARY

NY MOSF AST: Major Oil Storage Facilities Database. Facilities are licensed pursuant to Article 12 of the Navigation Law, 6 NYCRR Part 610 and 17 NYCRR Part 30. These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater. Includes MOSF's licensed or closed since April 1, 1986, (responsibility was transferred from DOT on October 13, 1985) plus available data obtained from DOT facilities licensed since Article 12 became law on April 1, 1978.

A review of the NY MOSF AST list, as provided by EDR, and dated 01/01/2002 has revealed that there are 6 NY MOSF AST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SUN SYRACUSE MARKET Facility Status: 2 Facility Status: 3 Facility Status: 4 Facility Status: 1	301 W. HIAWATHA BLVD	ENE 0 - 1/8 (0.058 mi.)	C25	181
SYRACUSE ATLANTIC TE Facility Status: 2 Facility Status: 1	540 SOLAR STREET	ESE 1/8 - 1/4 (0.228 mi.)	L67	467
MOBIL OIL CORPORATIO Facility Status: 2 Facility Status: 4 Facility Status: 1	502 SOLAR STREET	SE 1/4 - 1/2 (0.266 mi.)	M68	472
Lower Elevation	Address	Direction / Distance	Map ID	Page
YAD-PCO TERMINAL FAC Facility Status: 3	401 HIAWATHA BOULEVA	S 0 - 1/8 (0.055 mi.)	D21	165
AMERADA HESS SYRACUS Facility Status: 3	420 W. HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G42	278
CITGO PETROLEUM CORP Facility Status: 3 Facility Status: 4	545 SOLAR ST	SE 1/8 - 1/4 (0.186 mi.)	J59	343

NY TANKS: This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

A review of the NY TANKS list, as provided by EDR, and dated 03/29/2016 has revealed that there is 1 NY TANKS site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CONTRACTOR LAYDOWN Y Facility Id: 7-601042 Site Status: Inactive	401 HIAWATHA BLVD	S 0 - 1/8 (0.054 mi.)	D20	146

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State and tribal institutional control / engineering control registries

NY ENG CONTROLS: Environmental Remediation sites that have engineering controls in place.

A review of the NY ENG CONTROLS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 3 NY ENG CONTROLS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
OIL CITY/CAROUSEL CE Site Code: 349317	306 HIAWATHA BLVD. W	NE 0 - 1/8 (0.068 mi.)	E28	209
QUANTA RESOURCES Site Code: 58626	2802-2810 LODI STREE	ENE 1/8 - 1/4 (0.220 mi.)	K63	432
MCKESSON ENVIROSYSYTE Site Code: 56353	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

Environmental Remediation sites that have institutional controls in place.

A review of the NY INST CONTROL list, as provided by EDR, and dated 05/17/2016 has revealed that there are 3 NY INST CONTROL sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
OIL CITY/CAROUSEL CE Site Code: 349317	306 HIAWATHA BLVD. W	NE 0 - 1/8 (0.068 mi.)	E28	209
QUANTA RESOURCES SIT Site Code: 58626	2802-2810 LODI ST	ENE 1/8 - 1/4 (0.212 mi.)	K60	367
MCKESSON ENVIROSYSYTE Site Code: 56353	400 BEAR ST	S 1/4 - 1/2 (0.452 mi.)	R96	591

State and tribal voluntary cleanup sites

NY VCP: Voluntary Cleanup Agreements. The voluntary remedial program uses private monies to get contaminated sites remediated to levels allowing for the sites' productive use. The program covers virtually any kind of site and contamination.

A review of the NY VCP list, as provided by EDR, and dated 05/17/2016 has revealed that there are 2 NY VCP sites within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
401 WEST HIAWATHA BL Site Code: 56857	401 WEST HIAWATHA BL	S 0 - 1/8 (0.055 mi.)	D22	171
P C O TERMINAL FACIL Site Code: 56772	420 W HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G40	248

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State and tribal Brownfields sites

NY BROWNFIELDS: Brownfields Site List

A review of the NY BROWNFIELDS list, as provided by EDR, and dated 05/17/2016 has revealed that there are 6 NY BROWNFIELDS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
OIL CITY/CAROUSEL CE Site Code: 450311	311-71 HIAWATHA BLVD	E 0 - 1/8 (0.041 mi.)	C14	140
OIL CITY/CAROUSEL CE Site Code: 450303 Site Code: 450304 Site Code: 349317	306 HIAWATHA BLVD. W	NE 0 - 1/8 (0.068 mi.)	E28	209
MOBIL OIL SYRACUSE T Site Code: 450314	502 SOLAR ST	SE 1/4 - 1/2 (0.266 mi.)	M70	481
Lower Elevation	Address	Direction / Distance	Map ID	Page
OIL CITY/CAROUSEL CE Site Code: 450308	401 HIAWATHA BLVD. W	S 0 - 1/8 (0.055 mi.)	D23	171
OIL CITY/CAROUSEL CE Site Code: 450305	1 CAROUSEL CENTER DR	NW 1/4 - 1/2 (0.289 mi.)	75	523
OIL CITY/CAROUSEL CE Site Code: 450313	300 BEAR STREET WEST	SE 1/4 - 1/2 (0.318 mi.)	N77	529

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Registered Storage Tanks

NY HIST UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle 1 of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database

A review of the NY HIST UST list, as provided by EDR, and dated 01/01/2002 has revealed that there is 1 NY HIST UST site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
HESS STATION #32214 Facility Status: 1 PBS Number: 7-301485 Tank Status: 3	420 HIAWATHA BLVD. W	SSW 0 - 1/8 (0.084 mi.)	G44	290

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Records of Emergency Release Reports

NY Spills: Data collected on spills reported to NYSDEC. is required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

A review of the NY Spills list, as provided by EDR, and dated 05/17/2016 has revealed that there are 31 NY Spills sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CARISALE MALL Spill Number/Closed Date: 9006401 / 1999-08-31 spilno: 9006401 Site ID: 85861	HIAWATHA BLVD	ENE 0 - 1/8 (0.006 mi.)	A6	106
MOBIL TERMINAL Spill Number/Closed Date: 8005510 / 1991-01-18 Spill Number/Closed Date: 8905712 / 1989-11-06 Spill Number/Closed Date: 8502585 / 1985-10-22 spilno: 8502585 spilno: 8905712 spilno: 9006510 Site ID: 296576 Site ID: 154939 Site ID: 75767	OIL CITY, SOLAR STRE	N 0 - 1/8 (0.009 mi.)	A7	107
QCD WEP COGEN FACILI Spill Number/Closed Date: 1400454 / 2015-04-10 spilno: 1400454 Site ID: 493692	360 HIAWATHA BLVD WE	E 0 - 1/8 (0.021 mi.)	A8	112
CAROUSEL SHOP CENTER Spill Number/Closed Date: 8907995 / 1989-11-13 spilno: 8907995 Site ID: 323591	OIL CITY, HIAWATHA B	NNE 0 - 1/8 (0.027 mi.)	B9	113
BONWIT TELLER Spill Number/Closed Date: 9108868 / 1991-11-25 spilno: 9108868 Site ID: 67266	CAROUSEL MALL	ENE 0 - 1/8 (0.028 mi.)	B10	114
AREA OF CARACEL MALL Spill Number/Closed Date: 0109045 / 2001-12-12 spilno: 0109045 Site ID: 72988	HIAWATHA BLVD	ENE 0 - 1/8 (0.028 mi.)	B11	116
NAGRA-MCHAWK Spill Number/Closed Date: 9104469 / 1991-08-30 spilno: 9104469 Site ID: 92775	KAUFMANS-CAROUSEL MA	ENE 0 - 1/8 (0.028 mi.)	B12	117
330 W HIAWATHA BLVD Spill Number/Closed Date: 9001262 / 1990-05-02 spilno: 9001262 Site ID: 98546	330 W HIAWATHA	NE 0 - 1/8 (0.051 mi.)	E17	144
PYRAMID CO OF ONONDA Spill Number/Closed Date: 0802119 / 2008-05-23 spilno: 0802119	320 WEST HIAWATHA BL	NE 0 - 1/8 (0.072 mi.)	E31	234

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Lower Elevation	Address	Direction / Distance	Map ID	Page
Site ID: 398207				
MARLEY	OIL CITY, HIAWATHA B	NE 0 - 1/8 (0.072 mi.)	E32	235
Spill Number/Closed Date: 8809264 / 1989-02-13 spilno: 8809264 Site ID: 82607				
MARLEYS - HIAWATHA B	HIAWATHA BLVD	NE 0 - 1/8 (0.093 mi.)	H46	300
Spill Number/Closed Date: 8606170 / 1989-07-14 spilno: 8606170 Site ID: 106077				
MARLEY SCRAP YARD	HIAWATHA BLVD	NE 0 - 1/8 (0.093 mi.)	H47	301
Spill Number/Closed Date: 8709466 / 1988-04-01 spilno: 8709466 Site ID: 106079				
Lower Elevation	Address	Direction / Distance	Map ID	Page
SOLAR ST &	HIAWATHA BLVD	SSW 0 - 1/8 (0.044 mi.)	D15	142
Spill Number/Closed Date: 9907858 / 1999-09-29 spilno: 9907858 Site ID: 136872				
W HIAWATHA BLVD	OIL CITY W HIAWATHA	SSW 0 - 1/8 (0.044 mi.)	D16	143
Spill Number/Closed Date: 9001026 / 1990-04-28 spilno: 9001026 Site ID: 88229				
COMMERCIAL	SOLAR & HIAWATHA	S 0 - 1/8 (0.051 mi.)	D18	145
Spill Number/Closed Date: 0702018 / 2008-05-13 spilno: 0702018 Site ID: 381667				
ATLANTIC TERMINAL	OIL CITY, SOLAR STRE	SSE 0 - 1/8 (0.070 mi.)	29	231
Spill Number/Closed Date: 8806764 / 1988-11-16 spilno: 8806764 Site ID: 321981				
SYRACUSE WATER DEPT	HIAWATHA/SOLAR/RT 81	S 0 - 1/8 (0.071 mi.)	30	233
Spill Number/Closed Date: 9505001 / 1995-07-25 spilno: 9505001 Site ID: 110141				
BUCKEYE TERMINAL	HIAWATHA BLVD	SW 0 - 1/8 (0.073 mi.)	F33	236
Spill Number/Closed Date: 8706539 / 1987-11-02 spilno: 8706539 Site ID: 106078				
BUCKEYE TERMINAL	OIL CITY	SW 0 - 1/8 (0.073 mi.)	F34	237
Spill Number/Closed Date: 9002467 / 1990-06-18 Spill Number/Closed Date: 8801993 / 1988-05-20 Spill Number/Closed Date: 8607298 / 1989-04-28 spilno: 8607298 spilno: 8801993 spilno: 9002467 Site ID: 321978 Site ID: 321980 Site ID: 166652				
YAD TERMINAL	OIL CITY, HIAWATHA B	SW 0 - 1/8 (0.073 mi.)	F35	241

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Spill Number/Closed Date: 9010930 / 1991-01-31 spilno: 9010930 Site ID: 317818				
HESS STAT. 32214	410 HIAWATHA BOULEVA	SSW 0 - 1/8 (0.078 mi.)	F36	242
Spill Number/Closed Date: 9501942 / 2002-08-06 spilno: 9501942 Site ID: 128759				
HESS - HIAWATHA BLVD	OIL CITY, 410 W. HIA	SSW 0 - 1/8 (0.078 mi.)	F37	243
Spill Number/Closed Date: 9006528 / 2002-08-07 spilno: 9006528 Site ID: 267401				
AMERADA HESS B685	HIAWATHA BLVD WEST	SSW 0 - 1/8 (0.078 mi.)	F38	244
Spill Number/Closed Date: 0106573 / 2001-09-25 spilno: 0106573 Site ID: 129086				
P C O TERMINAL FACIL	420 W HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G40	248
Spill Number/Closed Date: 9808195 / 1998-10-05 Spill Number/Closed Date: 9302998 / 1993-07-08 spilno: 9302998 spilno: 9808195 Site ID: 183507 Site ID: 128514				
AMERADA HESS SYRACUS	420 W. HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G42	278
Spill Number/Closed Date: 1110671 / 2012-01-05 Spill Number/Closed Date: 1010035 / 2010-12-21 Spill Number/Closed Date: 1010036 / 2010-12-21 Spill Number/Closed Date: 9710443 / 1997-12-15 Spill Number/Closed Date: 9407702 / 1994-09-21 spilno: 1010035 spilno: 1010036 spilno: 1110671 spilno: 8911110 spilno: 8911215 *Additional key fields are available in the Map Findings section Site ID: 443620 Site ID: 443621 Site ID: 458518 Site ID: 261342 Site ID: 284366 *Additional key fields are available in the Map Findings section				
AMERADA HESS TERMINA	OIL CITY, HIAWATHA B	SW 0 - 1/8 (0.098 mi.)	I49	303
Spill Number/Closed Date: 9010186 / 1991-01-18 Spill Number/Closed Date: 8907238 / 1989-10-23 Spill Number/Closed Date: 8904096 / 1989-04-17 Spill Number/Closed Date: 8806840 / 1988-11-16 spilno: 8806840 spilno: 8904096 spilno: 8907238 spilno: 9010186 Site ID: 321982 Site ID: 293806 Site ID: 323804 Site ID: 92040				
HESS STATION #32214	OIL CITY 420 HIAWATH	SW 0 - 1/8 (0.103 mi.)	I50	309

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EXECUTIVE SUMMARY

Spill Number/Closed Date: 9006048 / 1990-09-21 spilno: 9006048 Site ID: 160976				
HESS TERMINAL	HIAWATHA BLVD. OIL C	SW 0 - 1/8 (0.103 mi.)	I51	310
Spill Number/Closed Date: 8809813 / 1989-03-08 spilno: 8809813 Site ID: 288623				
HESS TERMINAL	OIL CITY, HIAWATHA B	SW 0 - 1/8 (0.103 mi.)	I52	311
Spill Number/Closed Date: 9010935 / 1991-01-11 spilno: 9010935 Site ID: 92041				
HESS TERMINAL	HESS TERMINAL	SW 0 - 1/8 (0.103 mi.)	I53	312
Spill Number/Closed Date: 9313266 / 1994-02-09 spilno: 9313266 Site ID: 273712				
DESTINY USA MALL	1 DESTINY USA DR	WNW 0 - 1/8 (0.113 mi.)	54	313
Spill Number/Closed Date: 1303151 / 2013-06-24 spilno: 1303151 Site ID: 483620				

Other Ascertainable Records

2020 COR ACTION: The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

A review of the 2020 COR ACTION list, as provided by EDR, and dated 04/22/2013 has revealed that there is 1 2020 COR ACTION site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
QUANTA RESOURCES SIT	2802-2810 LODI ST	ENE 1/8 - 1/4 (0.212 mi.)	K60	367

ROD: Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid the cleanup.

A review of the ROD list, as provided by EDR, and dated 11/25/2013 has revealed that there is 1 ROD site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ONONDAGA LAKE	POSTAL ADDRESS IS UN	SW 1/8 - 1/4 (0.219 mi.)	0	22

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EXECUTIVE SUMMARY

NY HSWS: The List includes any known or suspected hazardous substance waste disposal sites. Also included are sites deleted from the Registry of Inactive Hazardous Waste Disposal Sites and non-registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The latest version of the study is frozen in time. The sites on the study will not automatically be made superfund sites, rather each site will be further evaluated for listing in the registry. So overtime they will be added to the registry or not.

A review of the NY HSWS list, as provided by EDR, and dated 01/01/2003 has revealed that there is 1 NY HSWS site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
NIMO, HIAWATHA GAS	HIAWATHA BLVD.	SW 1/4 - 1/2 (0.334 mi.)	81	534

NY MANIFEST: Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

A review of the NY MANIFEST list, as provided by EDR, and dated 05/01/2016 has revealed that there are 12 NY MANIFEST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SUN PIPE LINE CO SYR	HIAWATHA ST	ENE 0 - 1/8 (0.058 mi.)	C24	173
EPA ID: NYD000765172				
SUNOCO INC	301 WEST HIAWATHA BL	ENE 0 - 1/8 (0.058 mi.)	C26	185
EPA ID: NYD000733496				
SUNMARK PETROLEUM MA	301 W HIAWATHA BLVD	ENE 0 - 1/8 (0.058 mi.)	C27	202
EPA ID: NYD090646557				
MACYS - CAROUSEL #14	9509 CAROUSEL CENTER	NNE 1/8 - 1/4 (0.165 mi.)	55	314
EPA ID: NYR000144717				
ATLANTIC REFINING &	550 SOLAR STREET	ESE 1/8 - 1/4 (0.176 mi.)	56	333
EPA ID: NYP000859132				
QUANTA RESOURCES SIT	2802-2810 LODI ST	ENE 1/8 - 1/4 (0.212 mi.)	K60	367
EPA ID: NYD980592448				
AR & M CORP-SYRACUSE	540 SOLAR ST	ESE 1/8 - 1/4 (0.228 mi.)	L66	448
EPA ID: NYD000691790				

Lower Elevation	Address	Direction / Distance	Map ID	Page
CONKLN LIMITED	372 W HIAWATHA BLVD	SSE 0 - 1/8 (0.031 mi.)	I3	118
EPA ID: NYD088870558				
CONTRACTOR LAYDOWN Y	401 HIAWATHA BLVD	S 0 - 1/8 (0.054 mi.)	D20	146
EPA ID: NYP000899062 EPA ID: NYD010759025				
P C O TERMINAL FACIL	420 W HIAWATHA BLVD	SSW 0 - 1/8 (0.084 mi.)	G40	248
EPA ID: NYD010766822				
HESS CORPORATION	420T HIAWATHA BLVD W	SSW 0 - 1/8 (0.084 mi.)	G41	271
EPA ID: NYR000030015				
CITGO PETROLEUM CORP	545 SOLAR ST	SE 1/8 - 1/4 (0.186 mi.)	J59	343
EPA ID: NYD000691956				

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EXECUTIVE SUMMARY

NJ MANIFEST: Hazardous waste manifest information.

A review of the NJ MANIFEST list, as provided by EDR, and dated 05/01/2016 has revealed that there is 1 NJ MANIFEST site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERADA HESS CORP #3 EPA ID: NYR000030015	420 HIAWATHA BLVD_WE	SSW 0 - 1/8 (0.084 mi.)	G39	245

PA MANIFEST: Hazardous waste manifest information.

A review of the PA MANIFEST list, as provided by EDR, and dated 05/01/2016 has revealed that there is 1 PA MANIFEST site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CONTRACTOR LAYDOWN Y EPA ID: NYP00089062 EPA ID: NYD010759025	401 HIAWATHA BLVD	S 0 - 1/8 (0.054 mi.)	D20	146

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used white oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oilly waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

A review of the EDR MGP list, as provided by EDR, has revealed that there is 1 EDR MGP site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
NIMO - SYRACUSE - HI	HIAWATHA BLVD / METR	SW 1/4 - 1/2 (0.415 mi.)	93	588

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HPHR. EDR's HPHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there is 1 EDR Hist Auto

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EXECUTIVE SUMMARY

site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
Not reported	420 HIAWATHA BLVD W	SSW 0 - 1/8 (0.084 mi.)	G43	290

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS: The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

A review of the NY RGA HWS list, as provided by EDR, has revealed that there are 3 NY RGA HWS sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
QUANTA RESOURCES Facility ID: 734013	2802-2810 LODI STREE	ENE 1/8 - 1/4 (0.220 mi.)	K62	432
MCKESSON ENVIROSYSTE Facility ID: 734020	400 BEAR STREET WEST	S 1/4 - 1/2 (0.452 mi.)	R95	591

Lower Elevation	Address	Direction / Distance	Map ID	Page
AMERICAN BAG AND MET Facility ID: 734069	400 SPENCER STREET	SSE 1/2 - 1 (0.769 mi.)	U105	681

NY RGA LF: The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

A review of the NY RGA LF list, as provided by EDR, has revealed that there are 3 NY RGA LF sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MIDSTATE AUTO ABC USED AUTO PARTS	1515-1517 NORTH SALI 2424 LODI STREET	E 1/4 - 1/2 (0.413 mi.) E 1/4 - 1/2 (0.480 mi.)	92 S99	588 643

Lower Elevation	Address	Direction / Distance	Map ID	Page
WASTE STREAM ENVIRON	650 HIAWATHA BLVD. W	SW 1/4 - 1/2 (0.375 mi.)	Q89	585

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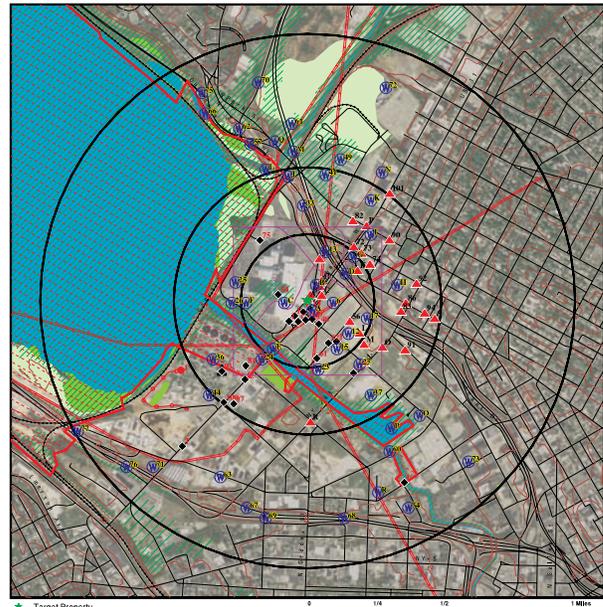
EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 9 records.

Site Name	Database(s)
ONONDAGA LAKE DREDGE SPOIL AREAS	NY SHWS
ALLIED SIGNAL WASTE BEDS, 9 TO 15	NY SHWS
MAESTRI PROPERTY NO. 2	NY SHWS
ROTONDO WAREHOUSE	NY SHWS, NY HSWDS
ONONDAGA LAKE MERCURY SEDIMENTS	NY SHWS
SPILL NUMBER 9513624	NY LTANKS
MANHOLE AT THE ENTRANCE TO THE MAL	NY Spills
DESTINY USA/TOURISM OVERLAY DISTRI	NY VCP
PROPOSED DYNAMIC DOUGHNUTS OF SYRA	NY VCP

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OVERVIEW MAP - 04679424.2R



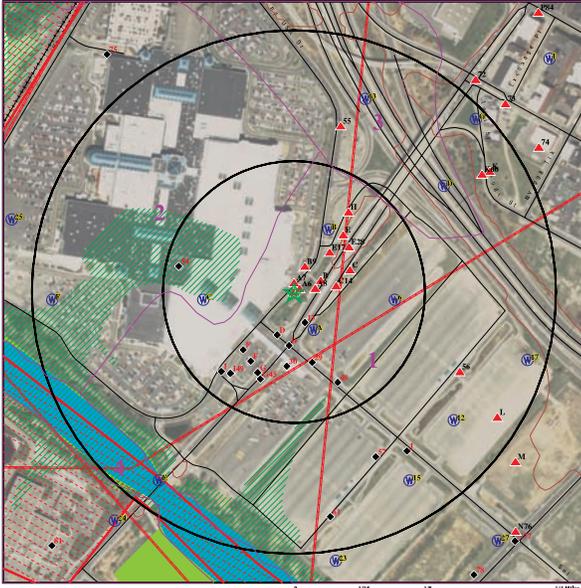
★ Target Property
▲ Sites at elevations higher than or equal to the target property
◆ Sites at elevations lower than the target property
▲ Manufactured Gas Plants
■ National Priority List Sites
■ Dept. Defense Sites
■ Indian Reservations BIA
■ Power Transmission Lines
■ Pipelines
■ 100-year flood zone
■ 500-year flood zone
■ National Wetland Inventory
■ State Wetlands

This report includes Interactive Map Layers to click and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Carousel Mall ADDRESS: 9090 Destiny USA Drive Syracuse NY 13290 LAT/LON: 43.067673 / 76.170439	CLIENT: EnviroBusiness, Inc. CONTACT: Production Manager INQUIRY #: 04679424.2r DATE: July 21, 2016 1:29 pm
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DETAIL MAP - 04679424.2R



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ▲ Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Pinelines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Carousel Mall
 ADDRESS: 8000 Destiny USA Drive
 Syracuse NY 13290
 LAT/LONG: 43.067673 / 76.170439

CLIENT: EnviroBusiness, Inc.
 CONTACT: Production Manager
 INQUIRY #: 04679424.2r
 DATE: July 21, 2016 12:29 pm

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	1	0	0	NR	1
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	1.000		0	0	0	0	NR	0
SEMS	0.500		0	2	0	NR	NR	2
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	1	1	0	NR	2
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LOG	0.250		1	0	NR	NR	NR	1
RCRA-SQG	0.250	1	1	0	NR	NR	NR	2
RCRA-CESQG	0.250		1	1	NR	NR	NR	2
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	1	1	NR	NR	2
US INST CONTROL	0.500		0	1	1	NR	NR	2
Federal ERNS list								
ERNS	0.125		2	NR	NR	NR	NR	2
State- and tribal - equivalent CERCLIS								
NY SHWS	1.000		0	1	1	4	NR	6
NY VAPOR REOPENED	1.000		0	0	1	0	NR	1
State and tribal landfill and/or solid waste disposal site lists								
NY SWILF	0.500		0	0	2	NR	NR	2
State and tribal leaking storage tank lists								
INDIAN LUST	0.500		0	0	0	NR	NR	0
NY LTANKS	0.500		4	0	21	NR	NR	26
NY HIST LTANKS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
NY UST	0.250		1	0	NR	NR	NR	1
NY CBS UST	0.250		0	1	NR	NR	NR	1
NY MOSF UST	0.500		1	1	1	NR	NR	3
NY MOSF	0.500		3	2	2	NR	NR	7
NY CBS	0.250		1	2	NR	NR	NR	3
NY AST	0.250		0	0	NR	NR	NR	0
NY CBS AST	0.250		1	2	NR	NR	NR	3
NY MOSF AST	0.500		3	2	1	NR	NR	6
INDIAN UST	0.250		0	0	NR	NR	NR	0
NY TANKS	0.250		1	0	NR	NR	NR	1
State and tribal institutional control / engineering control registries								
NY RES DECL	0.180		0	0	NR	NR	NR	0
NY ENG CONTROLS	0.500		1	1	1	NR	NR	3
NY INST CONTROL	0.500		1	1	1	NR	NR	3
State and tribal voluntary cleanup sites								
NY VCP	0.500		2	0	0	NR	NR	2
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
NY BROWNFIELDS	0.500		3	0	3	NR	NR	6
NY ERP	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
NY SWRCY	0.500		0	0	0	NR	NR	0
NY SWTIRE	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
NY DEL SHWS	1.000		0	0	0	NR	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
NY HIST UST	0.250		1	0	NR	NR	NR	1
NY HIST AST	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Local Land Records								
NY LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
NY Spills	0.125	2	31	NR	NR	NR	NR	33
NY Hist Spills	0.125		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	TP		NR	NR	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	1	NR	NR	NR	1
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	1	0	0	NR	1
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	0	NR	NR	0
FINDS	TP	1	NR	NR	NR	NR	NR	1
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
NY AIRS	TP		NR	NR	NR	NR	NR	0
NY COAL ASH	0.500		0	0	0	NR	NR	0
NY DRYCLEANERS	0.250		0	0	NR	NR	NR	0
NY E DESIGNATION	TP		NR	NR	NR	NR	NR	0
NY Financial Assurance	TP		NR	NR	NR	NR	NR	0
NY HSWDS	0.500		0	0	1	NR	NR	1

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NY MANIFEST	0.250	1	7	5	NR	NR	NR	13
NJ MANIFEST	0.250	1	1	0	NR	NR	NR	1
PA MANIFEST	0.250	1	1	0	NR	NR	NR	2
NY SPDES	TP	1	NR	NR	NR	NR	NR	1
NY UIC	TP	1	NR	NR	NR	NR	NR	0
ECHO	TP	1	NR	NR	NR	NR	NR	1
FUELS PROGRAM	0.250	0	0	0	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1,000	0	0	1	0	NR	1
EDR Hist Auto	0.250	1	0	NR	NR	NR	1
EDR Hist Cleaner	0.250	0	0	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS	1,000	0	1	1	1	NR	3
NY RGA LF	0.500	0	0	3	NR	NR	3

- Totals -- 8 69 31 43 5 0 156

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A1
Target
Property

CAROUSEL CENTER CO
9090 CAROUSEL CENTER DR
SYRACUSE, NY 13290

RCRA-SQG
NY MANIFEST
1010328867
NYR000145359

Actual:
377 ft.

Site 1 of 8 in cluster A

RCRA-SQG:
Date form received by agency: 03/23/2007
Facility name: CAROUSEL CENTER CO
Facility address: 9090 CAROUSEL CENTER DR SYRACUSE, NY 13290
EPA ID: NYR000145359
Mailing address: CAROUSEL CENTER DR SYRACUSE, NY 13290
Contact: ROBERT U SCHOENECK CAROUSEL CENTER DR SYRACUSE, NY 13290
Contact address: CAROUSEL CENTER DR SYRACUSE, NY 13290
Contact country: US
Contact telephone: (315) 466-6000
Telephone ext.: 213
Contact email: RJS@CAROUSELCENTER.COM
EPA Region: 02
Classification: Small Small Quantity Generator
Description: Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:

Owner/operator name: CAROUSEL CENTER CO
Owner/operator address: Not reported
Owner/operator country: Not reported
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: 03/23/2007
Owner/Op end date: Not reported

Owner/operator name: CAROUSEL CENTER CO
Owner/operator address: Not reported
Owner/operator country: Not reported
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: 03/23/2007
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

CAROUSEL CENTER CO (Continued)

1010328867

Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
Used oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Waste code: D001
Waste name: IGNITABLE WASTE

Historical Generators:

Date form received by agency: 03/22/2007
Site name: CAROUSEL CENTER CO
Classification: Small Quantity Generator

Date form received by agency: 03/22/2007
Site name: CAROUSEL CENTER CO
Classification: Small Quantity Generator

Violation Status: No violations found

NY MANIFEST:
Country: USA
EPA ID: NYR000145359
Facility Status: Not reported
Location Address 1: 9090 CAROUSEL CENTER
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYR000145359
Mailing Name: PYRAMID COMPANIES
Mailing Contact: CHARLES C SZUCK
Mailing Address 1: 9090 CAROUSEL CENTER
Mailing Address 2: Not reported
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13204
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3153742109

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYR000115733
Trans2 State ID: Not reported
Generator Ship Date: 09/21/2012

TC04679424.2r Page 9

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CAROUSEL CENTER CO (Continued)

1010328867

Trans1 Recv Date: 09/21/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/02/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000145359
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: PAD067098822
TSDF ID 2: Not reported
Manifest Tracking Number: 005727402FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 42.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: D002
Waste Code 1.2: Not reported
Waste Code 1.3: Not reported
Waste Code 1.4: Not reported
Waste Code 1.5: Not reported
Waste Code 1.6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYR000115733
Trans2 State ID: Not reported
Generator Ship Date: 09/21/2012
Trans1 Recv Date: 09/21/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/02/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000145359
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: PAD067098822

TC04679424.2r Page 10

CAROUSEL CENTER CO (Continued)

1010328867

TSDF ID 2: Not reported
 Manifest Tracking Number: 005727403FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 21.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 09/21/2012
 Trans1 Recv Date: 09/21/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000145359
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 005727403FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N

CAROUSEL CENTER CO (Continued)

1010328867

Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 240.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 09/21/2012
 Trans1 Recv Date: 09/21/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000145359
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 005727403FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

CAROUSEL CENTER CO (Continued)

1010328867

Waste Code: Not reported
 Quantity: 126.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: D035
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 09/21/2012
 Trans1 Recv Date: 09/21/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000145359
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 005727403FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 18.0
 Units: P - Pounds
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: D002
 Waste Code 1_2: Not reported

CAROUSEL CENTER CO (Continued)

1010328867

Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: VTR000500090
 Trans2 State ID: NYD980761191
 Generator Ship Date: 04/04/2007
 Trans1 Recv Date: 04/04/2007
 Trans2 Recv Date: 04/16/2007
 TSD Site Recv Date: 04/18/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000145359
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 000051416FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 400
 Units: P - Pounds
 Number of Containers: 1
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

MAP FINDINGS

A2 Target Property
CAROUSEL CENTER
9090 CAROUSEL CENTER
SYRACUSE, NY 13290

Site 2 of 8 in cluster A

Actual:
377 ft.

FINDS:
 Registry ID: 110006700711

Environmental Interest/Information System
 US National Pollutant Discharge Elimination System (NPDES) module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the discharge does not adversely affect water quality.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:
 Envid: 1004566378
 Registry ID: 110006700711
 DFR URL: http://echo.epa.gov/detailed_facility_report?tid=110006700711

FINDS ECHO
1004566378 N/A

A3 Target Property
CAROUSEL CENTER CO
9090 CAROUSEL CENTER DRIVE
SYRACUSE, NY 13290

Site 3 of 8 in cluster A

Actual:
377 ft.

Manifest Details:
 Year: 2012
 Manifest Number: 005727403FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000145359
 Generator Date: 09/21/2012
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 315-466-6000
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D001

PA MANIFEST S109245088
N/A

MAP FINDINGS

CAROUSEL CENTER CO (Continued)

Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 21
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005727403FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000145359
 Generator Date: 09/21/2012
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 315-466-6000
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D001
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 126
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported

S109245088

Year: 2012
 Manifest Number: 005727403FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000145359
 Generator Date: 09/21/2012
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 315-466-6000
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 3
 Waste Number: D001
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 240

MAP FINDINGS

CAROUSEL CENTER CO (Continued)

Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005727402FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000145359
 Generator Date: 09/21/2012
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 315-466-6000
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D002
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 42
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005727403FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000145359
 Generator Date: 09/21/2012
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 315-466-6000
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 4
 Waste Number: D002
 Container Number: 1
 Container Type: Fiberboard or plastic drums, barrels, kegs
 Waste Quantity: 18
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822

S109245088

MAP FINDINGS

CAROUSEL CENTER CO (Continued)

Date TSP Sig: Not reported

Year: 2012
 Manifest Number: 005727403FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYR000145359
 Generator Date: 09/21/2012
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 315-466-6000
 TSD EPA Id: Not reported
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DR
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 2
 Waste Number: D035
 Container Number: 1
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 126
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: PAD067098822
 Date TSP Sig: Not reported

Year: 2007
 Manifest Number: 000051416FLE
 Manifest Type: Not reported
 Generator EPA Id: NYR000145359
 Generator Date: 04/04/2007
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: ROBERT J SCHONECK
 Contact Phone: 315-466-6000
 TSD EPA Id: PAD067098822
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DRIVE
 TSD Facility City: LEWISBERRY
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D001
 Container Number: 1
 Container Type: Fiber or plastic boxes, cartons, cases
 Waste Quantity: 400
 Unit: Pounds
 Handling Code: Not reported
 TSP EPA Id: Not reported
 Date TSP Sig: Not reported

S109245088

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

A4 CAROSEL MALL NY Spills S106001530
 Target 9090 CAROSEL CENTER DR N/A
 Property SYRACUSE, NY

Site 4 of 8 in cluster A

Actual: 377 ft.
 SPILLS:
 Facility ID: 0111403
 Facility Type: ER
 DER Facility ID: 160860
 Site ID: 192917
 DEC Region: 7
 Spill Date: 2002-03-04
 Spill Number/Closed Date: 0111403 / 2002-03-04
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard, DEC Response, Willing Responsible Party, Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNIES
 Referred To: Not reported
 Reported to Dept: 2002-03-04
 CID: 365
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2002-03-04
 Spill Record Last Update: 2002-03-05
 Spiller Name: DAN BAKER
 Spiller Company: WSI OF NY
 Spiller Address: PO BOX 328
 Spiller City,St,Zip: CLINTON, NY 13323-001
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was GM*
 Remarks: *HOSE BROKE ON THE TRUCK - CLEAN UP IN PROGRESS - 20-25 GALLONS SPILLED*
 Material:
 Site ID: 192917
 Operable Unit ID: 848467
 Operable Unit: 01
 Material ID: 525430
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 25.00
 Units: Gallons
 Recovered: 00
 Resource Affected: Not reported
 Oxygenate: Not reported

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

CAROSEL MALL (Continued) S106001530
 Tank Test:

A5 CAROUSEL CENTER NY Spills S102165446
 Target 9090 CAROUSEL CENTER NY SPDES N/A
 Property SYRACUSE, NY 13290

Site 5 of 8 in cluster A

Actual: 377 ft.
 SPILLS:
 Facility ID: 9211699
 Facility Type: ER
 DER Facility ID: 61302
 Site ID: 63464
 DEC Region: 7
 Spill Date: 1993-01-12
 Spill Number/Closed Date: 9211699 / 1993-01-12
 Spill Cause: Equipment Failure
 Spill Class: No spill occurred. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: RJBRAZEL
 Referred To: Not reported
 Reported to Dept: 1993-01-12
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1993-01-12
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1993-01-12
 Spill Record Last Update: 1997-02-19
 Spiller Name: Not reported
 Spiller Company: PYRAMID CO'S OF ONONDAGA
 Spiller Address: 9090 CAROUSEL CENTER
 Spiller City,St,Zip: SYRACUSE, NY 13290
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB 09/28/95. This is additional information about material spilled from the translation of the old spill file: CARBON-GRANULAR.*
 Remarks: *RUPTURED FLANGE IN TANK CAUSED GRAVEL TO SPILL ONTO GRAVEL. PYRAMID RESPONDED WITH THEIR OWN CLEAN-UP CREW. CARBON WAS OVERPACKED INTO 55 GAL DRUMS. REFERRED TO THE DIVISION OF WATER.*
 Material:
 Site ID: 63464
 Operable Unit ID: 978649
 Operable Unit: 01
 Material ID: 405084
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

CAROUSEL CENTER (Continued) S102165446

Quantity: 750.00
 Units: Pounds
 Recovered: 750.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPDES:

Permit Number: NY0232396
 State-Region: 07
 Expiration Date: 09/30/2011
 Current Major/Minor Status: Minor
 Primary Facility SIC Code: 5311
 State Water Body Name: BARGE CANAL TMNL
 Limit Set Status Flag: Active
 Total Actual Average Flow(MGD): 0.052
 Total App Design Flow(MGD): Not reported
 UDF1: DMR
 Lat/Long: 43.068139 / -76.176861
 DMR Cognizant Official: ROBERT J SCHOENECK, GEN MGR
 UDF2: 000702
 UDF3: D
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Permit Street Address: CAROUSEL CENTER
 Non-Gov Permit Supplemental Location: 9090 CAROUSEL CENTER
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13290
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Facility Street Address: CAROUSEL CENTER
 Non-Gov Facility Supplemental Location: 9090 CAROUSEL CENTER
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13290
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: D
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Permit Street Address: CAROUSEL CENTER
 Non-Gov Permit Supplemental Location: 9090 CAROUSEL CENTER
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13290
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: PYRAMID CO OF ONONDAGA

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

CAROUSEL CENTER (Continued) S102165446

Non-Gov Facility Street Address: CAROUSEL CENTER
 Non-Gov Facility Supplemental Location: 4 CLINTON SQUARE
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13202
 State Water Body: 04140201380

UDF2: 000702
 UDF3: D
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Permit Street Address: 4 CLINTON SQUARE
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13202
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Facility Street Address: CAROUSEL CENTER
 Non-Gov Facility Supplemental Location: 9090 CAROUSEL CENTER
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13290
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: D
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Permit Street Address: 4 CLINTON SQUARE
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13202
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: PYRAMID CO OF ONONDAGA
 Non-Gov Facility Street Address: CAROUSEL CENTER
 Non-Gov Facility Supplemental Location: 4 CLINTON SQUARE
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13202
 State Water Body: 04140201380

NPL Region SW 1/8-1/4 1155 ft.

ONONDAGA LAKE
 POSTAL ADDRESS IS UNAVAILABLE FOR THE SITE
 SYRACUSE, NY 13209

NPL:
 EPA ID: NYD986913580
 Cerclis ID: 203382
 EPA Region: 2

NPL 1000481580
 SEMS NYD986913580
 US ENG CONTROLS
 US INST CONTROL
 NY Spills
 ROD
 PRP

ONONDAGA LAKE (Continued)

1000481580

Federal: N
Final Date: 1994-12-16 00:00:00
Site Score: 50
Latitude: 43.06944
Longitude: -76.20805

Site Details:
Site Name: ONONDAGA LAKE
Site Status: Final
Site Zip: 13209
Site City: SYRACUSE
Site State: NY
Federal Site: No
Site County: ONONDAGA
EPA Region: 02
Date Proposed: 05/10/93
Date Deleted: Not reported
Date Finalized: 12/16/94

Substance Details:
NPL Status: Currently on the Final NPL
Substance ID: Not reported
Substance: Not reported
CAS #: Not reported
Pathway: Not reported
Scoring: Not reported

NPL Status: Currently on the Final NPL
Substance ID: A038
Substance: NICKEL AND COMPOUNDS
CAS #: Not reported
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: C013
Substance: ANTHRACENE
CAS #: 120-12-7
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: C178
Substance: COPPER AND COMPOUNDS
CAS #: Not reported
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: C247
Substance: ZINC AND COMPOUNDS
CAS #: Not reported
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL

ONONDAGA LAKE (Continued)

1000481580

Substance ID: C332
Substance: PHENANTHRENE
CAS #: 85-01-8
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: C431
Substance: FLUORENE
CAS #: 86-73-7
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: C460
Substance: MERCURY
CAS #: 7439-97-6
Pathway: SURFACE WATER PATHWAY
Scoring: 4

NPL Status: Currently on the Final NPL
Substance ID: D004
Substance: ARSENIC
CAS #: 7440-38-2
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: D006
Substance: CADMIUM (CD)
CAS #: 7440-43-9
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: D007
Substance: CHROMIUM
CAS #: 7440-47-3
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: D008
Substance: LEAD (PB)
CAS #: 7439-92-1
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U013
Substance: ASBESTOS
CAS #: 1332-21-4
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U019

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Substance: BENZENE
CAS #: 71-43-2
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U052
Substance: CRESOLS
CAS #: 1319-77-3
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U165
Substance: NAPHTHALENE
CAS #: 91-20-3
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U196
Substance: PYRIDINE
CAS #: 110-86-1
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U229
Substance: TOLUENE
CAS #: 108-88-3
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: U239
Substance: XYLENE
CAS #: 1330-20-7
Pathway: NO PATHWAY INDICATED
Scoring: 1

NPL Status: Currently on the Final NPL
Substance ID: Z009
Substance: ISOPROPYLBENZENE
CAS #: 98-92-9
Pathway: NO PATHWAY INDICATED
Scoring: 1

Summary Details:
Conditions at Proposal May 10, 1993): The Onondaga Lake site is located in the City of Syracuse and in the Towns of Salina, Geddes, and Camillus, Onondaga County, New York. Onondaga Lake is approximately 4.5 miles long and averages 1 mile in width. Seven major tributaries flow into the lake; water exits the lake via a barge canal at its northwest end and flows into the Seneca River. The land immediately adjacent to the lake consists primarily of industrial properties and county parks. The site is composed of the lake itself, its tributaries and the upland ha arduous waste sites which have contributed or are contributing contamination to the lake sub-site). A ban was placed on

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public fishing from the lake in 1970 due to high concentrations of mercury in several species of fish. The lake was re-opened to fishing in 1986 on a catch and release basis only. Population and industrial growth in the areas surrounding Onondaga Lake has resulted in extensive biological, chemical, and physical degradation of its waters. In addition to mercury contamination in the lake, analyses of sediment samples detected barium, cadmium, chromium, cobalt, lead, ben ene, chloroben ene, total xylenes, various polycyclic aromatic hydrocarbons, pesticides, and PCBs. Historical information indicates that the lake received surface water discharges from various industrial processes and municipal waste water treatment plants. Initially, the Environmental Protection Agency (EPA) has evaluated only operations of Allied Signal, Inc. (AS) and/or its predecessors, and Linden Chemicals and Plastics, Inc. (LCP), now owned by the Hanlin Group. EPA is attempting to identify additional potentially responsible parties. The AS facilities manufactured numerous organic and inorganic chemicals. AS's Willis Avenue plant and LCP's Bridge Street plant (located west of the Main Plant complex), used a mercury cell process to produce chlorine, sodium hydroxide, and potassium hydroxide. Each plant discharged aqueous waste streams containing mercury as part of normal operations. Other waste sources include AS's Solvay Waste Beds containing by-products generated from soda ash production and Semet Residue Ponds containing wastes generated from acid washing of light oil. Several consent orders have been signed in recent years between AS and the New York State Department of Environmental Conservation (NYSDEC) related to the Solvay Waste Beds, the Semet Residue Ponds, and ground-water contamination at the location of the Willis Avenue Plant. In early 1992, AS and the NYSDEC signed a consent decree to perform a Remedial Investigation/Feasibility Study (RI/FS) to determine the type and extent of contamination at Onondaga Lake and to identify alternatives for remedial action. NYSDEC has also filed an action against the Hanlin Group under Subtitle C of the Resource Conservation and Recovery Act (RCRA). The Hanlin Group commenced bankruptcy proceedings on July 10, 1991. Status December 1994): Presently, AS is performing the Onondaga Lake RI/FS and RI/FSs for the Solvay Waste Beds, Semet Residue Ponds, and Willis Avenue Plant. EPA has entered into a cooperative agreement with NYSDEC to provide funds so that NYSDEC can coordinate, manage, and oversee the ongoing work at the sub-sites and prepare a comprehensive RI/FS for the Onondaga Lake NPL site. NYSDEC, together with EPA, has started mailing information request letters to companies located in the Onondaga Lake watershed in an attempt to identify other potentially responsible parties. The description of the site (release) is based on information available at the time the site was scored. The description may change as additional information is gathered on the sources and extent of contamination. See 56 FR 5800, February 11, 1991, or subsequent FR notices.)

Site Status Details:
NPL Status: Final
Proposed Date: 05/10/1993
Final Date: 12/16/1994
Deleted Date: Not reported

Narratives Details:
NPL Name: ONONDAGA LAKE
City: SYRACUSE
State: NY

SEMS:
Site ID: 203382

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

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EPA ID: NYD986913580
 Federal Facility: N
 NPL: Currently on the Final NPL
 Non NPL Status: Not reported

Following information was gathered from the prior CERCLIS update completed in 10/2013:

Site ID: 0203382
 EPA ID: NYD986913580
 Facility County: ONONDAGA
 Short Name: ONONDAGA LAKE
 Congressional District: 24
 IFMS ID: 0240
 SMSA Number: 8160
 USGC Hydro Unit: 04140201
 Federal Facility: Not a Federal Facility
 DMNSN Number: 0.00000
 Site Orphan Flag: N
 RCRA ID: Not reported
 USGS Quadrangle: Not reported
 Site Init By Prog: Not reported
 NFRAP Flag: Not reported
 Parent ID: Not reported
 RST Code: Not reported
 EPA Region: 02
 Classification: Chemical Plant
 Site Settings Code: SU
 NPL Status: Currently on the Final NPL
 DMNSN Unit Code: Not reported
 RBRAC Code: Not reported
 RResp Fed Agency Code: Not reported
 Non NPL Status: Not reported
 Non NPL Status Date: / /
 Site Figs Code: 36067
 CC Concurrence Date: / /
 CC Concurrence FY: Not reported
 Alias EPA ID: Not reported
 Site FUDS Flag: Not reported

CERCLIS Site Contact Name(s):

Contact ID: 2000135.00000
 Contact Name: ROBERT NUMES
 Contact Tel: (212) 637-4254
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

Contact ID: 2000088.00000
 Contact Name: MARK GRANGER
 Contact Tel: (212) 637-3351
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

Contact ID: 13002162.00000
 Contact Name: PAUL JAMES
 Contact Tel: (212) 637-4255
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

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Contact ID: 13004243.00000
 Contact Name: PATRICIA PIERRE
 Contact Tel: (212) 637-3865
 Contact Title: Remedial Project Manager (RPM)
 Contact Email: Not reported

CERCLIS Site Alias Name(s):

Alias ID: 101
 Alias Name: CRUCIBLE INC/BEHIND VAL'S DODGE (NYD980530075)
 Alias Address: Not reported
 Alias ID: 102
 Alias Name: CRUCIBLE INC/DORING PROPERTY (NYD980530067)
 Alias Address: Not reported
 Alias ID: 103
 Alias Name: ONONDAGA LAKE
 Alias Address: ONONDAGA LAKE SYRACUSE, NY 13209
 Alias ID: 104
 Alias Name: ONONDAGA LAKE
 Alias Address: SYRACUSE, NY 13209
 Alias Comments: Not reported

Site Description: In 1994, Onondaga Lake, its tributaries and the upland hazardous substance sites which were found to be releasing or threatening to release contamination to the lake was added to the EPA's Superfund National Priorities List (NPL). The Semet Residue Ponds Site is contributing such contamination and, therefore, is considered a "Sub-Site" of the Onondaga Lake NPL site. The Semet Residue Ponds/Onondaga Lake (the Site) is approximately 40 acres, located in the Village of Solway Onondaga County, New York, and is situated in an industrial area approximately 400 feet from the southern shore of Onondaga Lake. The Site is bordered on the west and south by materials manufacturing company, on the south by railroad tracks and an industrial complex, on the north by Interstate Route 690, and on the east by the former Willis Avenue Facility. The Site also includes a 12-acre brushy cleared area also known as the "Brushy Cleared Area". The property is presently zoned industrial. The current land use in the immediate vicinity of the Site is industrial. Based on a number of factors, including the reported history of land use in the area of the Site since the early 1900's, the existing zoning for the Site property, and subsequent communications between the New York State Department of Environmental Conservation (NYSDEC) and the Zoning Board Chairman for the Village of Solway, NYSDEC determined that the reasonably-anticipated future use for the Site is industrial. Currently, the on-site aquifers are not used for drinking water. Residents located in the vicinity of the Site use the public water supply provided by Onondaga County. Groundwater near the Site will not be used as a source of potable water under future-use scenarios. The Site, which is enclosed by a 6-foot high fence that was installed in 1979 to limit access, includes a triangular-shaped area that has five irregularly-shaped ponds used from 1917 to 1970 as depositories for waste material and two small areas bordering the southern and western portions of the Site that were built to contain leakage from the ponds. The Ponds cover approximately 11 acres, have an estimated average depth of 5 feet, and are estimated to contain approximately 20 million gallons of waste material, including a separate aqueous phase. Based on monitoring well data there is a plume of contaminated groundwater that originates at the Site and migrates toward Onondaga Lake and Tributary 5A. Tributary 5A is a small drainage way which flows south of the Site near

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the railroad tracks, then flows north to Onondaga Lake on the western side of the Site. Tributary 5A is being evaluated as part of the Remedial Investigation/Feasibility Study (RI/FS) for the former Willis Avenue Facility, which is also a Sub-Site of the Onondaga Lake NPL site. Impacts within Onondaga Lake from the Semet Residue Ponds will be addressed in the ongoing Onondaga Lake Bottom RI/FS. From 1917 to 1970 Semet Residue Ponds were used as depositories for a tarry organic-based residue generated by the acid washing of coke light oil during the production of benzene, toluene, naphthalene, xylene, and "motor benzol" at its BTX (Benzol) Plant located immediately south of the above-noted railroad tracks. Prior to that time, the area was used as a settling basin for disposal of Solway Waste, a grayish-white colored material consisting largely of calcium carbonate that was a waste by-product from the production of soda ash. This settling basin is known as Solway Waste Bed A. The ponds were constructed via drag line and bulldozer excavation into Waste Bed A. The dikes bordering the ponds were reportedly built from fill materials including concrete rubble, old electrolytic coil parts, ashes, cinders, soil, Solway Waste, bricks, stone, etc. Two small containment areas to the south and west of the Site were built to contain leakage from the ponds. In addition to the Solway Waste material, the area received coarse ash and cinders via conveyor buckets from near by stoker-fired boilers. A calcium carbonate-rich waste material, which originated from a former ammonium chloride operation, was also disposed of adjacent to Pond 2 prior to 1951. The surfaces of the ponds are approximately four inches thick and appear as a weathered black to brown granular material. Below the granular material is a highly viscous, black material which resembles tar. A Consent Order for an RI/FS for the Site was signed by Potentially Responsible Party (PRP) and the NYSDEC in 1989. Field work for the RI has been completed. Draft RI Reports were submitted in 1991 and 1992 and were reviewed by NYSDEC. The RI was approved by NYSDEC in August 1995. In June 1999, NYSDEC received the draft FS Report from the PRP. Addendums to the FS report and additional Site-related submittals that are included in the Administrative Record were received on January 3, 2000; July 26, 2000; August 1, 2000; and August 17, 2001. As an Interim Remedial Measure (IRM), a fly-ash/cement cover of a few inches thick was applied to the pond residues to control odors and reduce air emissions. This cover was applied over Ponds 3 and 4 in 1995 and over the remaining ponds in mid-1997, with the exception of one of the "containment" ponds in the southern portion of the Site that was inaccessible to the equipment used to apply the covers. Since that time, this cover material has been applied annually. While this cover has no significant strength or weight-bearing capacity, it has been effective in reducing odors. A Record of Decision (ROD) was completed for operable unit 6 of the Onondaga Lake site March 28, 2002. On June 23, 1989, Onondaga Lake was added to the New York State Registry of Inactive Hazardous Waste disposal sites. On December 16, 1994, Onondaga Lake and areas upland that contribute to have contributed contamination to the lake system were added to the U.S. Environmental Protection Agency's (EPA's) National Priorities List (NPL). This NPL listing means that the lake system is among the nation's highest priorities for remedial evaluation and response under the federal Superfund law for sites where there has been a release of hazardous substances, pollutants, or contaminants. Onondaga Lake itself is a 4.6-square-mile (sq. mi) (12-square-kilometer (sq. km)), 3,000-acre lake, approximately 4.5 mi (7.2 km) long and 1 mi (1.6 km) wide, with an average water depth of 36 ft (11 m). The lake has two deep basins, a northern basin and a southern basin, that have maximum water depths of approximately 62 and 65 ft (19 and 20 m), respectively. The basins are separated by a saddle region at a water depth of approximately 56 ft (17 m). Most of the lake has a broad nearshore shelf in water depths of less than 12 ft (3.7 m). This nearshore shelf is bordered by a steep offshore slope in water depths of 12 to 24 ft (3.7 to 7.3 m). During the summer

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months, the upper water of Onondaga Lake warms to a greater degree than the deeper water. This causes the water in the lake to stratify (separate) into two layers of water: the epilimnion, which is the warmer, less dense upper layer and is about 30 ft (9 m) thick, and the hypolimnion, which is the colder, denser, bottom layer. During the summer, the hypolimnion becomes anoxic (runs out of oxygen), which has numerous implications for the lake's chemistry and biota (e.g., fish and insect life). The two largest tributaries to Onondaga Lake, namely Ninemile Creek and Onondaga Creek, contribute 30.4 and 31.4 percent, respectively, of the total water flow to the lake. Other tributaries, in a clockwise direction from the southeast section of the lake, include Ley Creek, Harbor Brook, the East Flume, Tributary 5A, Sawmill Creek, and Bloody Brook. In addition to the tributary streams, the treated effluent from the Onondaga County Metropolitan Wastewater Treatment Plant (Metro), located between Onondaga Creek and Harbor Brook, provides a significant portion (approximately 19 percent) of the water entering the lake. Various local entities have discharged wastewater directly to these tributary streams and/or have waste sites that have, or potentially have, impacted these tributaries and the lake itself. In general, the eastern shore of Onondaga Lake is urban and residential, and the northern shore is dominated by parkland, wooded areas, and wetlands. There are approximately 320 acres of state-regulated wetlands and numerous smaller wetlands directly connected to Onondaga Lake or within its floodplains. The northwest upland areas in Liverpool and Lakeland are mainly residential, with interspersed urban structures and several undeveloped areas. Much of the western and southern lakeshore is covered by wastebeds that received wastes generated from Honeywell's former Solway operations and, to a lesser extent, dredge spoils from the lake. Many of these wastebeds have been abandoned and recolonized by vegetation. Urban centers and industrial zones in Syracuse and Solway dominate the landscape surrounding the southern and eastern shores of Onondaga Lake from approximately the New York State Fairgrounds to Ley Creek. The area around Onondaga Lake is the most urban in central New York State. The region experienced significant growth in the twentieth century, and in 2000, Onondaga County was the tenth most populous county in the state. The city of Syracuse is located at the southern end of Onondaga Lake, and numerous towns, villages, and major roadways surround the lake. Onondaga Lake has been the recipient of industrial and municipal sewage discharges for over 100 years. Honeywell has been a major contributor; however, other industries in the area have contributed contamination as well. Other contaminant sources to the lake include the Metro facility, industrial facilities and landfills along Ley Creek, the Crucible Materials Corporation (via Tributary 5A), and the former Oil City. Honeywell International, Inc. and its predecessor companies operated manufacturing facilities in Solway, New York, from 1881 until 1986. When Honeywell merged with its predecessor companies on December 1, 1999, it became liable for the contamination those companies introduced into the environment. Honeywell, as a major contributor of contamination to the lake, has been named a potentially responsible party (PRP). In the late 1800s and early 1900s, Onondaga Lake supported a thriving resort industry based upon the recreational utilization of the lake, including swimming and recreational fishing. The lake also had a plentiful cold-water fishery, which supported a commercial fishing industry until the late 1800s. However, from the late 1800s to the present, Onondaga Lake has been a receptacle for both industrial and municipal wastes. Salt springs in the vicinity of Onondaga Lake supported a major salt recovery industry throughout the 1800s and were associated with the development of railroads and the Erie Canal in the region. This infrastructure supported the growth of additional industries, including former Honeywell operations, petroleum product storage (once known as "Oil City") adjacent to the southeastern shore of Onondaga Lake, fertilizer production, a steel foundry, a vehicle accessory manufacturing

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facility, pottery and china manufacturing, manufactured gas plants, and many other industries in the Syracuse area. An evolving municipal wastewater management system (initially with the development of a sewer system and later wastewater treatment facilities), now known as Metro, has been in existence since around 1896. Honeywell's manufacturing processes were based on four major product lines collectively known as the Syracuse Works. These processes resulted in releases of primarily mercury, organic contaminants, and calcareous compounds, as described below: Soda ash (sodium carbonate) and related products such as baking soda (sodium bicarbonate), sodium nitrite, sodium sesquicarbonate, ammonium bicarbonate, ammonium chloride, calcium chloride, and caustic soda (sodium hydroxide) were produced by a non-electrolytic cell process. The primary dissolved waste/contaminant associated with this process was ionic constituents (calcium, sodium, and chloride ions [Ca²⁺, Na⁺, and Cl⁻, respectively]), and the primary solid component was Solvay waste, which is a white, chalky, calcite-related material. Benzene, toluene, xylene, naphthalene, and tar products from the recovery of coal distillation (coking) byproducts. The primary wastes/contaminants associated with this product line were benzene, toluene, ethylbenzene, and xylenes (BTEX), chlorinated benzenes, and polycyclic aromatic hydrocarbons (PAHs), especially naphthalene. Chlorinated benzenes and byproduct hydrochloric acid from the chlorination of benzene. The primary wastes/contaminants associated with this product line were BTEX, chlorinated benzenes, and PAHs, especially naphthalene. Chlor-alkali products, including chlorine, caustic potash (potassium hydroxide), caustic soda (sodium hydroxide) produced by an electrolytic cell process, and related products such as potassium carbonate, hydrogen gas, and hydrogen peroxide produced by further reacting chlor-alkali byproducts with other chemicals. The primary wastes/contaminants associated with this product line were mercury, polychlorinated biphenyls (PCBs), and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofurans (PCDD/PCDFs). Soda ash production at the Main Plant relied on local supplies of sodium chloride brine and limestone. Benzene, toluene, xylene, and naphthalene production at the Main Plant were based on fractional distillation of light oil, a byproduct that was produced by the coke ovens at the Syracuse Works until 1924, after which it was shipped to Syracuse from other locations. Benzene produced at the Main Plant served as the raw material for production of chlorinated benzenes at the Willis Avenue Plant, while xylene and other imported chemicals were used to produce hydrogen peroxide at the Bridge Street Plant. Chlor-alkali production at both the Willis Avenue Plant and the Bridge Street Plant used mercury cells and diaphragm cells. Both types of cells are used in electrolytic processes for the production of chlorine, sodium hydroxide, and potassium hydroxide from purified sodium chloride and potassium chloride brine. In addition to the four major product lines, Honeywell facilities produced coke and producer gas (i.e., a mixture of carbon monoxide, nitrogen, hydrogen, methane, carbon dioxide, and oxygen). Other products were produced for short periods of time as pilot plant or developmental laboratory activity or as start-up operations that were later released. These products included: Nitric and picric acids, Salicylic acid and methylsalicylic acid, Benzyl chloride, benzoic acid, benzothiazole, and phthalic anhydride. Phenol - Ammonia (via nitrogen fixation at the Bridge Street Plant). Although not generally considered part of the Syracuse Works, the Barrett Division of the Smet-Solvay Chemical Company (one of Honeywell's predecessor companies) operating a material production facility from 1919 to 1983 at a location that is now part of the Wastebed B/ Harbor Brook sub-site. This part of the Wastebed B/ Harbor Brook sub-site consists of several buildings, aboveground storage tanks, and a gravel parking lot. Waste was generated by most manufacturing processes at the Syracuse Works. Waste streams for disposal were discharged from the three plants to at least four different destinations:

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the Smet Residue Ponds (coke byproduct recovery only), Geddes Brook and Ninemile Creek (via the West Flume), the Solvay wastebeds, and directly to the lake (via the East Flume). The Solvay wastebeds are located in the towns of Camillus and Geddes, and in the city of Syracuse. From approximately 1881 to 1986, these wastebeds were the primary means of disposal for the wastes produced by the Solvay operations. Initial Solvay waste disposal practices consisted of filling lowlying land adjacent to Onondaga Lake. Later, unlined wastebeds designed specifically for Solvay waste disposal were built using containment dikes constructed of native soils. Solvay waste, and cinders, or by using bulkheads made with timber along the lakeshore. The Syracuse Works also had a landfill in the center of Solvay Wastebed 15. The discharge of Honeywell waste through the East Flume caused the formation of a large in-lake waste disposal (ILWD). The ILWD extends approximately 2,000 ft (610 m) into the lake, approximately 4,000 ft (1,219 m) along the lakeshore, and contains waste up to 45 ft (13.7 m) thick. The majority of the ILWD is within the boundaries of Sediment Management Unit (SMU) 1, although some of the ILWD extends into the adjoining SMUs 2 and 7. The ILWD contains waste from all of Honeywell's product lines. The discharges of waste to Geddes Brook and Ninemile Creek through the West Flume, as well as the overflow from Solvay Wastebeds 9 to 15, also caused the formation of deposits of Honeywell wastes and resulted in the development of the deposits in the Ninemile Creek delta in the lake in SMU 4. The seeps overflow from Solvay Wastebeds 1 to 8 contributed to the formation of Honeywell wastes in the lake itself. Two additional sites (the Mathews Avenue Landfill and the Willis Avenue Baitfield site) were used for disposal of industrial wastes and construction and demolition (C&D) debris from the Syracuse Works. A site known as the dredge spoils area located on the lakeshore northwest of the mouth of Ninemile Creek was used for disposal of dredged material from the Ninemile Creek delta and nearshore areas north of Ninemile Creek. In 1970, the Syracuse Works Main Plant ceased production of benzene, toluene, xylenes, and naphthalene. In addition, releases of mercury from the Willis Avenue Plant and the Bridge Street Plant were reduced. In 1977, when the Willis Avenue Plant closed, the production of chlorinated benzenes and chlor-alkali products at the plant ceased. In 1979, the Bridge Street Plant was sold to Linden Chemicals and Plastics (LCP), which operated the plant until it closed in 1988. In 1986, the Main Plant ceased production of soda ash and related products, marking the end of manufacturing by Honeywell at the Syracuse Works. The State of New York, Onondaga County, and the City of Syracuse have jointly sponsored the preparation of a land-use master plan to guide future development of the Onondaga Lake area. The primary objective of land-use planning efforts is to enhance the quality of the lake and lakeshore for recreational and commercial uses. Anticipated recreational uses of the lake include fishing without consumption restrictions and swimming. The Onondaga Nation similarly asserts it seeks to safely make greater use of lake. In general, the eastern shore of Onondaga Lake is mainly urban and residential, and the northern shore is dominated by parkland, wooded areas, and wetlands. The northwest upland is primarily residential, with interspersed urban structures and several undeveloped areas. Solvay wastebeds cover much of the western lakeshore. Urban centers and industrial zones dominate the landscape surrounding the south end of Onondaga Lake from approximately the New York State Fairgrounds to Lay Creek. Land around the southwest corner and southern portion of the lake is generally industrial and has been significantly modified as part of long-term development of the Syracuse area. Land around much of the lake is recreational, providing hiking and biking trails, picnicking, sports, and other recreational activities. Approximately the northern two-thirds of Onondaga Lake is classified by the State of New York as Class B water (best uses defined as "primary and secondary contact recreation and fishing. These waters are not suitable for fish propagation and survival" [6 NYCRR Part 701.7]). The southern

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third of Onondaga Lake and the area at the mouth of Ninemile Creek are classified as Class C water (best usage defined as "fishing. These waters shall be suitable for fish propagation and survival. The water quality shall be suitable for primary and secondary contact recreation, although other factors may limit the use for these purposes" [6 NYCRR Part 701.6]). No permitted swimming beaches or sanctioned swimming areas exist at Onondaga Lake. Fishing occurs, but the New York State Department of Health (NYSDOH) has a specific, restrictive advisory for Onondaga Lake which warns against eating walleye (*Stizostedion vitreum*), with consumption of all other species limited to no more than once per month. The specific advisory also stipulates that infants, children under 15, and women of childbearing age should eat no fish from the lake. The more general, statewide advisory for the state's fresh waters advises that consumption be limited to no more than one meal per week. Onondaga Lake and the associated tributaries do not serve as potable-water sources. The shoreline of the lake (especially in the park) is used for water-related recreation such as fishing and boating. In 1990, more than one million people used Onondaga Lake County Park, located along the northern half of the lake. Operable Unit 2: For investigation and remediation purposes, the site has been divided into eight SMUs based on water depth, sources of water entering the lake, and physical, ecological, and chemical characteristics. The division of the site into SMUs allowed the development and evaluation of remedial alternatives appropriate to each area. The remedial alternatives evaluated for each SMU were then used in combination to develop comprehensive, lakewide remedial alternatives which would reduce risks to humans and the environment. SMUs 1 through 7 are located in the littoral zone of the lake (i.e., water depths of 0 to 30 ft [0 to 9 m]), and SMU 8 covers the profundal zone (i.e., water depths of greater than 30 ft [9 m]). SMU 1 is located at the southern end of Onondaga Lake and encompasses the majority of the ILWD. The ILWD was formed primarily through the deposition of calcium carbonate and other wastes from the overflow of dikes around Wastebed B and through discharges via the East Flume. These discharges into the lake are believed to have included a combination of cooling water, sanitary waste, Solvay waste, mercury wastes, and organic chemical wastes, which settled out and formed a large delta that is at a higher elevation than surrounding areas of the lake bottom. This waste material is typically described as very soft silt, although there are some hard clastic soils. This softness, along with geophysical evidence of historical failures (i.e., underwater slumping or "landslides" associated with the ILWD), causes concern as to whether the wastes in their current configuration are sufficiently stable to prevent a portion of the ILWD from slumping in the future. SMU 1 is located directly offshore of Wastebed B, and the East Flume and Harbor Brook enter Onondaga Lake here. SMU 1 extends approximately 3,850 ft (1,170 m) west from the mouth of Harbor Brook, encompassing a surface area of approximately 84 acres. At its widest point, SMU 1 extends approximately 2,200 ft (671 m) into the lake. Lake bathymetry indicates that the nearshore shelf (at water depths less than 13 ft [4 m]) is relatively broad and is bordered by a steeper offshore slope at water depths from 13 to 30 ft (4 to 9 m). SMU 2 is located in the southern portion of the lake offshore from the causeway formerly used by Honeywell for loading and unloading materials. The SMU extends approximately 3,000 ft (914 m) along the southern shore of the lake, from the border with SMU 1 toward Tributary 5A. At its widest point, SMU 2 extends approximately 550 ft (170 m) into the lake. Lake bathymetry indicates that the nearshore shelf is relatively broad, except near the mouth of Tributary 5A, where it becomes steeper (i.e., greater than 15 percent slope). Storm drains associated with 1-690 discharge into this SMU. SMU 3 is located offshore of Honeywell's inactive Solvay Wastebeds 1 through 8, which were used to dispose of wastes from the manufacturing of soda ash via the Solvay process. SMU 3 extends approximately 8,000 ft (2,440 m) west

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from SMU 2. At its widest point, it extends approximately 825 ft (250 m) into the lake. Lake bathymetry indicates that the shelf is relatively steep in the southern part of SMU 3, becoming broader to the north. SMU 4 is located along the shore of Onondaga Lake west of SMU 3 and includes the delta where Ninemile Creek discharges into the lake. SMU 4 extends approximately 3,300 ft (1,006 m) along the shore of the lake. At its widest point, it extends approximately 1,375 ft (420 m) into the lake. Lake bathymetry indicates that the shelf is relatively steep in the northern part of SMU 4, becoming broader to the south. The sediment load at the mouth of Ninemile Creek drives the depositional processes along the central portion of this SMU by discharging fine- and coarse-grained material to the lake. The sediment load from the creek influences the bathymetry and water depth in the central portion of this SMU. SMU 5 includes the littoral zone along the northern and western shores of the lake. Sawmill Creek and Bloody Brook discharge into SMU 5. The Seneca River, the main discharge point for Onondaga Lake, is also located within SMU 5 at the northwestern end of the lake. SMU 5 extends approximately 30,000 ft (9,144 m) from the Ninemile Creek delta to the Lay Creek delta. At its widest point, it extends approximately 1,375 ft (420 m) into the lake. Lake bathymetry indicates that the nearshore shelf (at water depths less than 13 ft [4 m]) is relatively broad and is bordered by a steep offshore slope at water depths from 13 to 30 ft (4 to 9 m). SMU 6 extends approximately 5,000 ft (1,500 m) along the eastern end of Onondaga Lake from the mouth of Lay Creek to 700 ft (213 m) south of the mouth of Onondaga Creek, and includes where Lay Creek, Onondaga Creek, and Metro discharge into Onondaga Lake. At its widest point, it extends approximately 1,925 ft (590 m) north into the lake. Lake bathymetry indicates that the nearshore shelf is relatively broad. SMU 7 is located at the southern corner of Onondaga Lake and includes the littoral zone located between SMU 1 and SMU 6. SMU 7 is located between Harbor Brook to the west and the Onondaga Creek delta to the east and extends approximately 1,375 ft (420 m) along the shore of the lake. At its widest point, it extends approximately 2,200 ft (670 m) into the lake. Lake bathymetry indicates that the shelf is relatively broad near the shore, becoming slightly steeper at a water depth greater than 13 ft (4 m). SMU 8 includes the entire profundal zone of Onondaga Lake, where the water depth is greater than 30 ft (9 m). It is approximately 22,000 ft (6,710 m) long and approximately 5,225 ft (1,590 m) wide at its widest part. SMU 8 has two basins, northern and southern, which are separated by a slight ridge, or saddle, that is approximately 56 ft (17 m) deep. The maximum depths of the northern and southern basins are 62 ft (19 m) and 65 ft (20 m), respectively. Lake bathymetry indicates that the profundal nearshore shelf is relatively steep, becoming broader towards the center of the lake. A Record of Decision addressing Operable Unit 2 was completed in July 2005. Subsequent to the issuance of the Record of Decision (ROD), an extensive pre-design investigation was conducted in Sediment Management Unit (SMU) 2 in the Fall of 2005 and the Spring of 2006 to identify the extent of pooled non-aqueous-phase liquids (NAPLs) and to characterize the subsurface conditions. Based on these investigations, it was determined that NAPLs in the causeway area extend a short distance into the adjacent SMU 1, but the overall extent of pooled NAPLs beneath the lake bottom in SMU 2 is significantly smaller than was anticipated. The ROD assumed that the NAPLs were present beneath the lake bottom over an area of approximately 4.8 acres. The pre-design investigation results indicate, however, that the NAPLs extend over an area of approximately 2 acres which includes the causeway area in SMU 2, and an adjacent portion of SMU 1. An Explanation of Significant Differences addressing Operable Unit 2 was completed in December 2006. Operable Unit (OU) 8: The Town of Salina Landfill site, approximately 55 acres in size, is located in the Town of Salina, Onondaga County, New York. It is designated a Class 2 Inactive Hazardous Disposal Waste Site by the New York State Department

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of Environmental Conservation (NYSDEC) (New York Registry No. 7-34-036). The Site is bounded by the New York State Thruway to the north and by Route 11 (Wolf Street) to the east. An Onondaga County Resource Recovery Agency Transfer Station is located immediately to the west of the landfill. Ley Creek, a Class B stream, runs through the approximate eastern half of the Site and along the southern border of the approximate western half of the Site. The eastern half of the Site is bounded to the south by the banks of a separate tributary, known as the Old Ley Creek Channel (OLCC). A portion of Ley Creek was moved in the early 1970s to its current location. Landfilled materials have been identified both north of Ley Creek and south of Ley Creek in the land area located between the current Ley Creek and the OLCC, (i.e., north and south of Ley Creek). The sediments, surface waters and banks of Ley Creek under and downstream of the Route 11 bridge, as well as the sediments, surface waters, and banks of the OLCC are collectively a separate Class 2 New York State inactive hazardous waste disposal site known as the "Old Ley Creek Channel Site" (Site Number 734074). Further investigation of the Old Ley Creek Channel site is necessary. Access to the Site has historically been gained from Route 11. Until March 2000, trespassers could enter the Site on foot or by vehicle. Although one entrance to the Site has a locked gate, it was possible to walk or drive around the gate on another dirt road. Once on the Site, several well-worn paths provide vehicle access to most of the Site. Recently, the Town has attempted to limit access to the Site by placing barriers across the dirt access road. It has also placed signs indicating that no dumping is allowed on-site. A 48-inch abandoned sewer line runs across the Site. A 48-inch corrugated metal pipe (CMP) culvert is located in the eastern part of the Site, and drainage ditches are located along the western, northern, and eastern borders of the Site. Storm water from the Site drains to Ley Creek via the drainage ditches and the culvert. The land containing the Site is currently owned by five parties. The Town of Salina owns 29 acres of the Site, comprising approximately the western half of the Site. The eastern part of the Site (from the Town's property line to west of Route 11) is privately owned. East Plaza, Inc. owns the portion of the Site located between the current Ley Creek and old Ley Creek. Onondaga County owns a strip of land trending east-west across the Site. Niagara Mohawk owns a strip of land trending east-west across the Site. The Onondaga County Resource Recovery Agency owns the property immediately west of the Site. The Salina Landfill is located within an area zoned as an Industrial District. Land located immediately to the south and to the west of the Site is also zoned as an Industrial District. The land directly east of the Site, on the opposite side of Wolf Street, is zoned both as a Highway Commercial District and a One-Family Residential District. The land located to the north of the Site, on the opposite side of the New York State Thruway, is zoned as Open-land District, Planned Commercial District, and One-Family Residential District. Based on the Code of the Town of Salina, land within each zoning district has specific intended uses. The Town is considering other options to the current industrial zoning of the landfill property. These may include use of the property for passive recreational purposes (park, walking trails, etc.). There is also the potential for commercial development at and around the vicinity of the landfill. Any written proposals submitted to NYSDEC for the future use of the Site will be considered for incorporation into the remedial plans, as appropriate. Currently, the on-site aquifers are not used for drinking water. Residents located in the vicinity of the Site use the public water supply provided by Onondaga County. Groundwater near the Site will not be used as a source of potable water under future-use scenarios. The Town of Salina could not produce records indicating the actual date the Salina Landfill opened. However, in 1962, the Town Board closed the dump known as the "Mattydale Dump" pursuant to the Mattydale Dump was located in the vicinity of the current town garage off of Factory Avenue, approximately

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1.2-mile to the east of the Site. With the closure of the Mattydale Dump, it is believed that the Town proceeded to work with a Site property owner (East Plaza, Inc.) to start landfill operations at the current location of the Town of Salina Landfill. In the same year, the Town adopted a garbage collection ordinance to regulate the collection of solid waste within the boundaries of the Town and to promote the public health, safety and welfare of the residents. The Town of Salina established residential refuse districts as early as 1941. As such, the Town Board would solicit bids from independent haulers and enter into a contract each year. Licensing procedures were adopted to monitor disposal of waste and permits were issued to haulers doing business in the Town. In 1970, periodic checks on the landfill indicated that in addition to waste generated within the Town, additional tonnage was coming from outside areas. The Highway Superintendent reported that the landfill was reaching capacity and suggested that the boundaries be expanded up to Route 81 or additional property be purchased. During the period the landfill was open, in addition to accepting municipal solid waste, the landfill also accepted hazardous wastes including paint sludge, paint thinner, polychlorinated biphenyl (PCB)-contaminated wastes, and contaminated sediment dredged from Ley Creek. In 1971, several complaints were made by the New York State Thruway Authority because refuse was being left uncovered and debris was blowing onto the Thruway. The Thruway Authority requested that the Town cover the landfill. Due to the capacity problems, the Town Board started looking into other solid waste disposal options, such as purchasing additional property to start another landfill/building an incinerator, or using a shredding plant which was being constructed by the City of Syracuse. Between 1971 and 1974, landfill operations continued with little or no control over the refuse haulers that were dumping in the landfill. Town records indicate that the trucks with permit stickers were on the "honor system" and were not checked for source or quantity of refuse and that only those town residents that brought their own refuse to the landfill were checked. Reaching its capacity, the landfill was officially closed sometime in late 1974 or early 1975, pursuant to an order by NYSDEC. In 1976, landfill cover specifications were issued by NYSDEC for dirt fill and grading of the Site. However, litigation proceedings commenced between the Town of Salina and the property owner East Plaza, Inc. In 1981, the Town purchased the western portion of the Site (approximately 29 acres) from East Plaza, Inc. One again, landfill cover specifications were issued for the Site by the NYSDEC in July 1981. In September 1981, the Town awarded a contract to cover the landfill with a two-foot clay-type soil. Once the soil was placed, the area was hydroseeded to establish a vegetative cover. This project was completed in November 1982. There were no further remedial activities undertaken at the Site thereafter to the present time. Since that time, a number of investigations have been performed at the Town of Salina Landfill. The investigations have largely been focused on gathering only enough data to determine whether the landfill was a threat to human health and to the environment. In 1986, NYSDEC and the Onondaga County Department of Health collected three soil samples adjacent to the north bank of Ley Creek along the landfill and four surface water samples from the same stretch of Ley Creek and drainage ditches north and east of the landfill. PCBs were not detected in the water samples, but were detected in the soil samples collected adjacent to Ley Creek. In 1987, EPA's contractor collected five soil samples from the main fill area north of Ley Creek and three surface water and sediment samples were collected from Ley Creek following one surface water and one sediment sample were collected from an upstream location in Ley Creek (west of Route 11), one surface water and one sediment sample were collected alongside the landfill (in the drainage swale in the northeast section of the landfill), and one surface water and one sediment sample were collected from just downstream of the landfill in Ley Creek. The soil samples contained polyaromatic hydrocarbon compounds (PAHs),

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metals, volatile organic compounds (VOCs) and pesticides in low levels, but no PCBs. The surface water and sediment samples collected downstream from the landfill did not contain higher concentrations of contaminants than the samples collected upstream from the landfill. In 1987, NYSDEC's contractor attempted to install three groundwater monitoring wells on-site. Only one well was completed, as drilling for the other two wells encountered wastes in the form of black oil and petroleum-saturated soil in two boreholes. The soils in these borings contained PCBs, low levels of semi-volatile organic compounds (SVOCs) and abraded and elevated levels of cadmium, chromium, nickel and zinc. One upgradient monitoring well was installed. The groundwater from this well contained low levels of VOCs and SVOCs, high iron and manganese, but no PCBs. In 1989, a bioaccumulation study conducted by General Motors Corporation's contractor on fish caught in Ley Creek showed that the fish contained up to 6.8 milligrams per kilogram (mg/kg) PCBs. In 1991, during an inspection of the landfill by NYSDEC's contractor, a leachate outbreak was observed along the northern bank of Ley Creek downgradient of an area within the southwestern corner of the landfill. In 1994, NYSDEC's contractor completed a Preliminary Site Assessment. This investigation included the collection of 10 surface water and sediment samples from locations in Ley Creek alongside the landfill, (including one upstream of the landfill), and in the adjacent drainage ditches situated to the north and west of the landfill within the Site. Additionally, five surface soil samples were collected on or around the landfilled area, and three leachate samples were collected from the north bank of Ley Creek (two along the southwestern corner of the landfill, and one near the power lines that pass over Ley Creek). The results indicated low levels of VOCs and SVOCs in the surface water (but no PCBs were detected), PCBs, pesticides, VOCs, and SVOCs were detected in the sediment samples, soil samples, and leachate samples. In 1994, EPA designated Onondaga Lake, its tributaries, and the upland areas which have contributed or are contributing hazardous substance to the lake (subsites) as a Superfund National Priorities List (NPL) site. In 1997, NYSDEC and EPA jointly notified the Town that the Salina Landfill was a subsite of the Onondaga Lake NPL. Site due to releases or the threat of releases of hazardous substances, pollutants or contaminants into the environment. In 1996, NYSDEC's contractor prepared a Preliminary Site Assessment Addendum. This supplemental investigation was conducted to provide further information on potential groundwater contamination at the landfill. Five new monitoring wells were installed, developed and sampled in the landfilled area north of Ley Creek. The groundwater from most wells contained low levels of VOCs and SVOCs. A PCB compound was detected in one well at a low concentration. One of the downgradient wells (MW-4) contained almost no organic compounds, but did show elevated levels of a number of metals. Two surface water and sediment samples collected by NYSDEC from drainage ditches on-site indicated PCBs were present in the sediment, but were absent from the surface water. In 1996, NYSDEC designated the Town of Salina landfill as a Class 2 Inactive Hazardous Waste Site. This designation means that NYSDEC considers the Site a significant threat to human health and/or the environment, which requires remedial action. This Site was designated a subsite to the Onondaga Lake Superfund Site in June 1997 by NYSDEC and EPA, due to the fact that Site contaminants had migrated to Ley Creek, which flows into the lake. In 1997, representatives from NYSDEC collected three sediment samples from the OLCC. The results of that sampling show that detectable concentrations of VOCs, SVOCs, and PCBs are present in Old Ley Creek Channel. The portion of Ley Creek adjacent to the landfill is not part of the Site due to the presence of upstream sources of contamination that need to be addressed. Upstream contaminated surface water and sediments in Ley Creek are currently being investigated under an RI/FS for the General Motors Former Inland Fisher Guide Facility and Ley Creek Deferred Media subsite of the Onondaga Lake site. The

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sediments, surface waters and banks of Ley Creek under and downstream of the Route 11 Bridge as well as the sediments, surface waters and banks of the OLCC are collectively being addressed as the "Old Ley Creek Channel Site", which is a separate Class 2 New York State inactive hazardous waste disposal site (Site Number 734074). On October 29, 1997, the Town of Salina entered into an Order on Consent with the NYSDEC to perform the Remedial Investigation/Feasibility Study (RI/FS), remedial design, and remedial action for the Site. On November 17, 1997, the Town also entered into a State Assistance Contract under the 1986 Environmental Quality Bond Act of New York State. This contract stated that the Town would be reimbursed 75% of the eligible costs during the RI/FS. This contract may be amended for the remedial design and remedial action costs. The RI started on June 29, 1998. Two phases of sampling occurred over two summers. An RI report was submitted to NYSDEC by the Town, through its consultants, in May 2000. The report was reviewed by the EPA and NYSDEC, and then revised by the Town's consultants. The RI Report was approved in March 2001. The Town submitted a Draft FS Report in January 2001. The report was reviewed by the EPA and NYSDEC, and then revised by the Town's consultants. The FS Report was approved in May 2002. In January 2003, NYSDEC and EPA released a Proposed Plan describing the remedial alternatives considered for the Site and identifying the preferred remedy with the rationale for the preference. The primary elements of the preferred remedy included constructing impermeable caps over the landfill areas north and south of Ley Creek, constructing groundwater/leachate collection trenches north and south of Ley Creek, and pumping the collected groundwater/leachate to the Metropolitan Syracuse Wastewater Treatment Plant (METRO) for treatment. Comments received during the public comment period indicated that Onondaga County has a policy not to accept wastewater from inactive hazardous waste sites for treatment at METRO. The Town of Salina and the County participated in extended negotiations for an agreement to allow the landfill's groundwater/leachate to be treated at METRO (with or without pretreatment). No agreement was reached. Therefore, two on-site groundwater/leachate treatment alternatives were evaluated in a September 2006 Addendum to the May 2002 Town of Salina Landfill Feasibility Study Report. A revised Proposed Plan was released to the public for comment in December 2006. A ROD addressing OUB was completed in March 2007. In 1994, Onondaga Lake, its tributaries and the upland hazardous substance sites which have contributed or are contributing contamination to the lake was added to the EPA's Superfund National Priorities List (NPL). The Town of Salina Landfill is contributing such contamination and, therefore, is considered a "Subsite" of the Onondaga Lake NPL site. The sediments, surface waters and banks of Ley Creek downstream of the Route 11 bridge are known as the "Lower Ley Creek Site". The sediments, surface waters, and banks of the Old Ley Creek Channel (OLCC) are a separate Class 2 New York State inactive hazardous waste disposal site known as the "Old Ley Creek Channel Site". Investigations at the lower Ley Creek and Old Ley Creek Channel sites are currently underway. Access to the Town of Salina Landfill has historically been gained from Route 11. In the past, trespassers could enter the Site on foot or by vehicle. The Town has attempted to limit access to the Site by installing a locked gate at the Site entrance and placing barriers across the dirt access road. It has also placed signs indicating that no dumping is allowed on-site. The Town is considering other options to the current industrial zoning of the landfill property. These may include use of the property for passive recreational purposes (park, walking trails, etc.). There is also the potential for commercial development at and around the vicinity of the landfill. Any written proposals submitted to the New York State Department of Environmental Conservation (NYSDEC) for the future use of the Site will be considered for incorporation into the remedial plans, as appropriate. The area is served by municipal water. In 1971, several complaints were made by the New York State Thruway Authority because

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refuse was being left uncovered and debris was blowing onto the Thruway. The Thruway Authority requested that the Town cover the landfill. Due to the capacity problems, the Town Board started looking into other solid waste disposal options, such as purchasing additional property to start another landfill, building an incinerator, or using a shredding plant which was being constructed by the City of Syracuse. The portion of Ley Creek adjacent to the landfill was not included as part of the Site due to the presence of upstream sources of contamination that need to be addressed. Upstream contaminated surface water and sediments in Ley Creek are currently being investigated under an Remedial Investigation/Feasibility Study (RI/FS) for the General Motors Former Inland Fisher Guide Facility and Ley Creek Deferred Media Subsite of the Onondaga Lake Site. As is stated in the "Site Description" section above, the sediments, surface waters and banks of Ley Creek downstream of the Route 11 Bridge, as well as the sediments, surface waters and banks of the OLCC are being addressed separately. In January 2003, NYSDEC and EPA released a Proposed Plan describing the remedial alternatives considered for the Site and identifying the preferred remedy with the rationale for the preference. The primary elements of the preferred remedy included constructing impermeable caps over the landfill areas north and south of Ley Creek, constructing Groundwater/leachate collection trenches north and south of Ley Creek, and pumping the collected groundwater/leachate to the Metropolitan Syracuse Wastewater Treatment Plant (METRO) for treatment. During the public comment period, it was learned that Onondaga County has a policy not to accept wastewater from inactive hazardous waste sites for treatment at METRO. The Town of Salina and the County participated in extended negotiations in an effort to reach an agreement to allow the landfill's groundwater/leachate to be treated at METRO. At the time that the Record of Decision (ROD) was signed in March 2007, no agreement had been reached. Therefore, a contingency remedy was selected. If the negotiations between the Town of Salina and Onondaga County related to the utilization of METRO to treat the collected contaminated groundwater/leachate were successful, then the collected groundwater/leachate would be pretreated on-site and conveyed to METRO in lieu of the groundwater leachate undergoing complete treatment at an on-site treatment facility and thereafter being discharged to Ley Creek. On September 10, 2008, the Town of Salina and the County entered into an agreement for METRO to accept the pretreated groundwater/leachate. In July 2007, the Town of Salina's contractor commenced the design of the selected remedy. In the ROD, Alternative 5 (waste excavation south of Ley Creek and consolidation north of Ley Creek, capping of landfill north of Ley Creek, and contaminated leachate collection with off-site discharge of treated effluent) was eliminated from consideration due to concerns that significant quantities of hazardous waste were commingled with the municipal refuse in the landfill located south of Ley Creek, which would have significantly increased the cost of the remedy since these wastes would require off-site disposal. After the issuance of the ROD, samples were collected from the waste in the landfill area south of Ley Creek as part of the design. Upon analysis of these samples, it was concluded that the landfill likely contains a heterogeneous mixture of municipal refuse with only low concentrations of hazardous substances typically associated with municipal refuse. Based upon a review of sample results from on-site monitoring wells, it was noted that the VOC concentration in monitoring well MW-10 exceeded the other monitoring wells by several orders-of-magnitude. This finding led to the conclusion that there was likely a source in the vicinity of monitoring well MW-10. In mid-January 2010, NYSDEC performed a trench/test pit investigation to locate this source area. In this investigation, two trenches and 14 test pits were excavated. Based on the results of the investigation, the source area was located. In March 2010, approximately 1,810 tons of volatile organic compounds (VOCs)-contaminated soil and waste was excavated and properly

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disposed off-site. Information related to the reassessment of the contamination in the landfill area located south of Ley Creek can be found in the September 2009 Geotechnical Report, the November 2009 Monitoring Well Installation and Sampling Report, and the December 2009 Cost Estimates to Relocate Waste Vs. Cap In Place, all of which are available in the administrative record. Based upon the conclusion that the landfill likely contains a heterogeneous mixture of municipal refuse with only low concentrations of hazardous substances and as a result of the removal of source area VOC-contaminated soil and waste, the remedy selected in the ROD was reevaluated and a modified remedy was proposed. A Record of Decision Amendment for operable unit (OU) 08 for the Onondaga Lake Superfund Site was completed in September 2010. OU 10: The Ley Creek polychlorinated biphenyl (PCB) Dredgings Site is approximately 18 acres in size and is located along the south bank of Ley Creek in the Town of Salina, Onondaga County, New York. The Site is bounded by Factory Avenue on the south and Ley Creek to the north. The New York State Thruway is located immediately to the north of Ley Creek. The eastern limit of the site is the General Motors Outfall 003, which is located just west of Townline Road, and the western limit is located approximately 4,000 feet downstream near the Town of Salina Highway Department garage. A fence extends along the south side of the study area approximately 10 feet north of Factory Avenue and to the east and west, however, access along the bank of Ley Creek, which forms the northern site boundary, remains unrestricted. In the vicinity of the site, Ley Creek is generally less than 15 feet wide and less than 2 feet deep. The dredged materials were generated during channel improvement programs for Ley Creek, conducted by the Onondaga County Department of Drainage and Sanitation from 1970-1983, and for the most part are located on the south bank. The PCB contamination is the result of discharges of contaminated water primarily from the General Motors (GM)-Inland Fisher Guide Plant. Ley Creek drains an area of approximately 30 square miles and is part of the Onondaga County Ley Creek Drainage District. Portions of the cities and towns of Syracuse, North Syracuse, East Syracuse, Cicero, Clay, Dewitt, Manlius, and Salina are located in the Ley Creek drainage basin. The Ley Creek PCB Dredgings Site is adjacent to the northern boundary of the General Motors; Fisher Guide Site, Site No. 7-34-057, and the Syracuse China Site, Site No. 7-34-053. Prior to the early 1970's, the combination of poor channel conditions and large impermeable areas in the Ley Creek watershed resulted in extensive flooding, some of the worst of which was near the GM facility in 1969. The formation of the Ley Creek Drainage District and clearing and dredging of the creek channel was initiated following the 1969 flooding event. Dredging of Ley Creek was performed by the Onondaga County Department of Drainage and Sanitation. In 1970, the section of the Creek between Routes 11 and Seventh North Street was dredged and in 1971 additional portions of the creek between Seventh North Street and Onondaga Lake were dredged. Additional dredging of Ley Creek from Townline Road to Onondaga Lake took place in 1975 and in 1983, the section of the Creek between Townline Road and Route 11 was dredged. Dredged materials generated during these activities were placed along the south bank of the creek or used for land restoration projects. The presence of PCBs in the stream sediments was not identified prior to 1985. The proposed remedial action plan (PRAP) addresses only the piles of dredge materials and contaminated soil located on the banks of Ley Creek in the area designated as the site. While the groundwater, surface water and sediments in the Creek remain the subject of sampling during the Ley Creek remedial investigation/feasibility study (RI/FS), alternatives for these media will be addressed as part of a comprehensive RI/FS to be undertaken for the adjacent GM; Fisher Guide site. Remedial History A Hydrogeologic Investigation Report, dated September 1985, performed pursuant to a state pollution discharge elimination system (SPDES) Consent Order with GM, identified the presence of

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PCBs in the dredged materials at the site. This investigation which included sampling for volatile and semivolatile organic compounds, as well as metals, ruled out these other compounds as contaminants of concern. The major source of the PCBs was believed to be oil used in hydraulic equipment for die casting operations at the GM plant. 1985: A program to evaluate the occurrence and concentration of PCBs in the sediments and water of Ley Creek was completed by GM. Sediment and water were collected at 500 foot intervals along a 4,000 foot length of Ley Creek, which included a 1,000 foot length upstream of the GM Outfall 003. The pattern of PCB occurrence observed in sediments was irregular and this irregularity was attributed to the Ley Creek dredging program conducted from 1970 to 1983. During this study, fish from Ley Creek were also sampled and analyzed for PCBs. Elevated levels of PCBs were identified in the fish tissue. Pursuant to a New York State Department of Environmental Conservation (NYSDEC) consent order, GM completed an investigation of dredged material/soil and groundwater in the area between Factory Avenue and Ley Creek beginning at Townline Road and continuing for 1600 feet downstream. Groundwater flow was determined to be north towards Ley Creek. PCBs were detected in dredged material/soil and groundwater samples. While the investigation was underway, the NYSDEC Division of Environmental Enforcement (DEE), New York State Department of Health (NYSDOH) and the Onondaga County Department of Health also sampled offsite areas that had received some of the Creek dredge material as fill. This resulted in an agreement between GM and Onondaga County for a soil removal program in the Meadowbrook Road/Hookway area. The soils were removed by Onondaga County and brought back to the GM Plant for placement in a former treatment lagoon that was subsequently closed under the oversight of the NYSDEC resource conservation and recovery act (RCRA) program. 1989: As a result of the 1987 investigation, NYSDEC determined that a more comprehensive evaluation of the Ley Creek dredged material/soil would be necessary to define the extent of PCBs along the north and south banks of Ley Creek and to evaluate any impacts to public health and the environment. GM completed a Field Investigation Report (FIR) of the site in 1989 which included sampling of groundwater, dredged material/soil, sediment, and surface water. 1991: Based on the FIR, NYSDEC determined that GM needed to perform a RI/FS at the site to complete the characterization of the lateral and vertical extent of contamination present. GM was also required to prepare a habitat based assessment according to NYSDEC guidelines. GM and NYSDEC entered into an Administrative Order on Consent for performance of a RI/FS at the site, effective May 23, 1991. GM performed an Interim Remedial Measure (IRM) soil removal program under a June 1991 NYSDEC Consent Order. The IRM was conducted to allow the installation of a sewer force main on Factory Ave through an area of elevated PCB subsurface soil contamination. 1992: The Work Plan for the Ley Creek RI/FS was approved and field work commenced in July 1992. The RI was completed in accordance with the RI/FS Work Plan. The GM; Fisher Guide site was listed on the Registry of Inactive Hazardous Waste Disposal Sites, as a Class 2 site. In July 1993, GM submitted the first draft of the Ley Creek Feasibility Study to the NYSDEC. As a component of the RI/FS, a leachability study was undertaken for the dredge material. 1995: Property owner input was sought in the review of remedial alternatives where multiple sites co-occur, other than the county, were identified. 1996: The Feasibility Study was approved. In response to a determination that the presence of hazardous waste at the Site presents a significant threat to human health and the environment, General Motors has recently completed a Remedial Investigation/Feasibility Study (RI/FS). Summary of the Remedial Investigation The purpose of the RI was to define the nature and extent of any contamination resulting from previous activities at the site. The RI was conducted in two phases. The first phase was conducted between July and August of 1992 and the second phase between July and August of 1993. A report entitled "Ley Creek Dredged Material Area, November

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1993" has been prepared describing the field activities and findings of the RI in detail. The RI included the following activities: -Installation of soil borings and monitoring wells for analysis of soils and groundwater as well as physical properties of soil and hydrogeologic conditions. -Sampling of the Creek sediments, water and fish. -To determine which media (soil, groundwater, etc.) contain contamination at levels of concern, the RI analytical data was compared to New York State (NYS) Standards, Criteria, and Guidance (SCGs). Groundwater, drinking water, and surface water SCGs identified for the Ley Creek site were based on NYSDEC Ambient Water Quality Standards and Guidance Values and Part V of NYS Sanitary Code. NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4030 soil cleanup guidelines for the protection of groundwater, background conditions, and risk-based remediation criteria were used as SCGs for soil and the Division of Fish and Wildlife Technical Guidance for Screening Contaminated Sediments is used for surface water sediments. Based upon the results of the remedial investigation in comparison to the SCGs and potential public health and environmental exposure routes, certain areas and media of the site require remediation. These areas are summarized below. More complete information can be found in the RI Report. Chemical concentrations are reported in mg/kg (parts per million). For comparison purposes, SCGs are given for each medium. Nature of Contamination As described in the RI Report, many soil, groundwater and sediment samples were collected at the Site to characterize the nature and extent of contamination. Preliminary investigations at the site had narrowed the contamination of concern to the PCBs which had been released from the GM Plant. The PCBs were constituents of a hydraulic fluid used at the GM Plant in the operation of their injection molding machines. PCBs are comprised of a number of chemical isomers, which are generally referred to by the trade name "Aroclor" followed by a number which indicates the number of carbon atoms and the percentage of chlorine by weight for that Aroclor. The PCBs found at the Ley Creek Site are primarily Aroclor 1242 and Aroclor 1248. Extent of Contamination The following is a summary of the findings of the investigation. As stated previously, the groundwater sediments, and surface water will be addressed as part of the RI/FS for the adjacent General Motors; Fisher Guide Site. Dredge Materials/Soils The dredge spoil piles along the south bank of Ley Creek extend for over 4,000 feet. Aroclors 1242 and 1248 have been found to be the major constituents of the PCB contamination at the site. Elevated PCB levels have been identified throughout the dredged materials at the site. The PCB concentrations range from non-detect to 468 mg/kg. An area where elevated concentrations of PCBs were detected also exists along the north bank of Ley Creek, around soil boring B-10. The dredge piles have been intermixed with the surface and subsurface soils and, as they have been on the banks of the Ley Creek for more than 20 years, are overgrown with vegetation. The volume of materials to be addressed which exceeds the remedial goals of 1 mg/kg at the surface and 10 mg/kg in the subsurface is approximately 110,000 cubic yards. As shown by the RI data, the concentrations and frequency of PCBs identified in the dredge materials and soils at levels exceeding SCGs decreases as the sampling locations move downstream from the outfall. The greatest number of detections exceeding the SCGs occurred in the first two reaches, with the number of locations exceeding 50 ppm significantly higher in the first reach than in any of the others. This is consistent with the location of the outfall/drainage swale area being the primary source of PCBs detected at the site and also demonstrates based on the distribution, that the PCBs are present throughout the area in question at levels requiring remediation. Interim Remedial Measures: Interim Remedial Measures (IRMs) are conducted at sites when a source of contamination or exposure pathway can be effectively addressed before completion of the RI/FS. GM performed an Interim Remedial Measure (IRM) under a NYSDEC IRM consent order in 1991. The

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IRM was conducted to allow for the installation of a sanitary sewer force main south of Factory Avenue, which encountered an area of PCB subsurface soil contamination. This contamination was attributed to a filled in drainage swale from the GM Facility prior to the construction of outfall pipe 003. The IRM involved sampling to identify the limits of the PCB contaminated buried swale and once the swale was located, the excavation and off-site disposal of the contaminated soils. Sheet piling was then put in place so that the installation of the 48 inch sanitary sewer force main could proceed. At the time, this IRM was performed in 1991, the contamination identified was believed to be associated with the Ley Creek Site. However, since then the GM Plant has been listed as a class 2 inactive Hazardous Waste Site, in part due to the migration of the PCBs, some of which were addressed by this IRM. Based on the information generated and the location of the IRM, this contamination will now be addressed as part of the GM, Fisher Guide Site. Summary of Human Exposure Pathways: This section describes the types of human exposures that may present added health risks to persons at or around the site. An exposure pathway is how an individual may come into contact with a contaminant. The five elements of an exposure pathway are 1) the source of contamination; 2) the environmental media and transport mechanisms; 3) the point of exposure; 4) the route of exposure; and 5) the receptor population. These elements of an exposure pathway may be based on past, present, or future events. Soil and dredge materials present at the site exceed the soil cleanup criteria of 1 mg/kg at the surface and 10 mg/kg subsurface (greater than 12 inches in depth), established for PCB contaminated soils (USEPA Guidance on Remedial Actions for Superfund Sites with PCB Contamination, EPA/540/0-807, August 1990), therefore the NYSDOH has determined that action is necessary to be protective of human health. Completed pathways which are known to or may exist at the site include: -Dermal contact with, or ingestion of dredge materials/soils by workers maintaining the sewer or power lines and by the public should they enter the site. -Inhalation of dust leaving the site. -Ingestion of fish from Ley Creek in the vicinity of the site. Fish tissue sampling shows the presence of PCBs similar to those at the site in fish from Ley Creek. This may be an indicator that larger species could be contaminated as well. There is a fish consumption advisory covering Onondaga Lake and its tributaries. A copy of this advisory is available at the document repositories. Summary of Environmental Exposure Pathways: This section summarizes the types of environmental exposures which may be presented by the site. The Fish and Wildlife Impact Assessment included in the RI presents a more detailed discussion of the potential impacts from the site to fish and wildlife resources, including any impacts to endangered species or protected environments. The following pathways for environmental exposures have been identified: -Dredge materials/soils and sediments in Ley Creek have been contaminated with PCBs in excess of NYSDOC soil criteria for the protection of groundwater and NYSDOC sediment quality criteria for identifying potential risk to aquatic life. -Groundwater beneath the dredge materials/soils contains PCBs in excess of groundwater standards. -Dredge materials placed in areas of the regulated fresh water wetland along Ley Creek prior to 1975, have impacted the function of the wetland. -Soils at the surface adjacent to the Creek exceed 1 mg/kg PCBs, which represents a potential continued loading of PCBs to the Creek and sediments by surface runoff or from erosion. These soils also represent a potential exposure pathway to terrestrial wildlife or birds from contacting the soil or eating soil organisms. -Fish from Ley Creek have been shown to contain the same PCBs in their tissue as found on the site. This results in exposure not only of the fish to the detrimental effects of PCB contamination, but also piscivorous (fish eating) wildlife higher on the food chain, as well. The dredge materials/soils have been determined to represent a threat to the environment as a contributing source of PCBs to the

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fish, sediments and groundwater in the vicinity of the site. Ecological risk calculations have also indicated that the unremediated PCB-contaminated dredge material/soils at the site may pose an unacceptable risk to terrestrial species and their predators, such as the short-tailed shrew and the red-tailed hawk. The Division of Fish, Wildlife and Marine Resources has accepted site specific surface soil remedial level of 1 mg/kg for PCBs at this site. This decision was based on the expected significant reduction in fish and wildlife exposure; practical limitations; plans for reviews to monitor the effectiveness of the remedy in protecting the environment and future remedial efforts at the adjacent GM, Fisher Guide Plant site. A ROD addressing OU 10, Ley Creek PCB Dredgings Site, at the Onondaga Lake site was completed in February, 1998. OU13: The Niagara Mohawk (NiMo) - Hiawatha Boulevard - Syracuse Former Manufactured Gas Plant (MGP) site (Site) was included as a subsite of the Onondaga Lake Superfund site on March 11, 2010. Onondaga Lake and the surrounding areas have been significantly altered over the last two centuries through human activities. The lake level was lowered in the early 1800s to drain marsh lands adjacent to the lake in order to accommodate the construction of the Erie Canal and raised in the 1850s to its present day elevation. The salt industry, chemical industry, urban development and transportation corridors have all changed the lake and its shoreline. The original Site area was the result of filling into low-lying areas associated with the construction of the Erie Canal and the eventual routing of Onondaga Creek. In the late 1800s, the Site was used as a fill area for Solvay process waste. A fertilizer manufacturer, the Syracuse Reduction and Manufacturing Company, operated on this Site in the early 1900s. An MGP is a facility where gas for lighting and heating homes and businesses was produced. Manufactured gas was produced at this Site using both the coal gasification and carburetted water gas processes. In 1924, the facility was operated by the Syracuse Lighting Company and was then, in 1937, consolidated into Niagara Hudson Public Service Corporation. The company was renamed in late 1937, to the Central New York Power Corporation and operated under that name until 1950 when the facility was taken over by the Niagara Mohawk Power Corporation. Coal gas was produced on-site until 1941, and then carburetted water gas was produced from 1941 to 1953. Coal gas was produced by heating coal in retorts or beehive ovens, carbonizing the coal in the absence of air. The carburetted water gas process involved the passage of steam through burning coal. This formed a gaseous mixture (water gas or blue gas) which was then passed through a super heater which had an oil spray. The oil spray would generate additional gas, enhancing the heat and light capacity of the overall gas mixture. In each process, the gas produced was cooled and purified prior to distribution. During the cooling, an oily liquid known as coal tar would condense from the hot gas and settle in the bottom of gas holders, pipes, and other structures. Typically, these structures were built below the ground surface, and would utilize groundwater as a bottom seal for cooling and pressure purposes. Hence, these structures have a significant potential to introduce byproducts from the coal gasification and carburetted water gas processes directly into the Site groundwater and subsurface soils. The production of manufactured gas and the generation of related by-products resulted in the release of hazardous substances, including MGP tars and purifier waste into the soil and groundwater at the Site. These wastes contain benzene, toluene, ethylbenzene and xylene (BTEX), as well as a number of polycyclic aromatic hydrocarbons (PAHs) and cyanide. Investigations and remedial actions were performed at the Site preceding the remedial investigation (RI) and reports were prepared by the various entities that were involved. A subsurface soil investigation was conducted by O'Brien & Gere Engineers, Inc. from March 1970 to May 1971 on a large, multi-parcel area which included a majority of the Site. The purpose of this investigation was to characterize the area for the pending construction of

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upgrades to the Metro STP. No environmental sampling or analysis was performed as part of this investigation. Construction records indicate that during the construction of the treatment plant expansion in the 1970s, the subsurface portions of the former gas distribution holder, the former relief holder, and the former tar separator were removed. The secondary clarifiers extend over the entire tar separator footprint, most of the relief holder footprint, and a portion of the distribution holder footprint. The bottom of the clarifier foundations slope from approximately 10.5 feet below ground surface (bgs) to approximately 23 feet bgs, indicating that the entire subsurface portion of these structures were completely removed. The analytical data from subsequent soil and groundwater sampling investigations support that there are likely no continuous or ongoing sources of impacted soils related to these former MGP structures. In 1985, a test pit sampling program was conducted as part of the design for a proposed fuel island installation at Niagara Mohawk's service center. Three soil samples were collected from the test pit area. Laboratory analysis indicated low levels of arsenic and selenium which fell within background concentrations for the Eastern United States. In November 1987, EPA conducted a preliminary site assessment at the "Hiawatha Gas Plant," consisting of a site visit and walk-around, but no environmental samples were obtained for analysis. The Site was the subject of a Preliminary Site Assessment (PSA) conducted between August 1995 and September 1998. The PSA characterized subsurface conditions and the nature and occurrence of chemical contaminants in the soil and groundwater at the Site, as well as near-shore sediments in Onondaga Lake. The study also included a fish and wildlife impact assessment and a preliminary risk assessment to evaluate potential exposure pathways of contaminants detected in soil and groundwater on-site. Interim remedial measures (IRMs) are conducted at sites when a source of contamination or exposure pathway can be effectively addressed before completion of the RI and feasibility study (RI/FS). Concurrent with the RI activities at the Site, Onondaga County acquired the Niagara Mohawk property to construct an ammonia removal/stage II phosphorus facility. Work on this project began in September 2001. Preliminary results of the PSA and RI indicated that contaminated soils were located within the proposed limits of the excavation of the foundations for the facility. Based on the construction schedule required for the County's project, impacted soils in the construction zone required remediation (removal) before the RI/FS at the Site could be completed. Therefore, the removal of these soils was performed as an IRM between September 2001 and May 2002. The IRM included the removal of soils beneath the footprint of the County's facility upgrade and the excavation of trenches for the 72-inch and 84-inch diameter force mains and other piping, such as public water, storm and sanitary sewers, and electric utilities. Soils were excavated to a depth of approximately 15 feet throughout the footprint and to a depth of approximately 20 feet in an area where stained soils and nonaqueous phase liquid (NAPL) lenses and globules were observed in deeper soil samples. More than 100 wood foundation pilings associated with former MGP structures were also removed from the main excavation during the IRM. Approximately 73,000 cubic yards (CY) of contaminated soil was excavated from the Site during the IRM. In February 2003, an additional 325 CY of impacted soil was excavated from the area located adjacent to the northeast corner of the IRM footprint when a water line was connected to the County's administration building. These soils were disposed at permitted solid waste disposal facilities. Between September 2001 and May 2002, approximately 85,000,000 gallons of impacted groundwater was extracted and treated in the on-site treatment unit prior to discharge under permit to the Metro STP. Dewatering operations continued through February 2003 during the construction phase of the Metro STP upgrade, resulting in the total extraction and treatment of more than 283,000,000 gallons of contaminated groundwater. An RI/FS was conducted to determine the nature and extent of

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the contamination at and emanating from the Site and to identify and evaluate remedial alternatives to address the contamination. The RI was conducted in phases between 2000 and 2006 to accommodate a court-mandated Onondaga County Metro STP expansion, culminating in the completion of an RI report in October 2006. An FS report was completed in October 2009. Potentially Responsible Parties (PRPs) (past or present owners and operators, waste generators, and haulers) may be legally liable for investigating and remediating contamination at Superfund sites. NYSDEC and National Grid-Niagara Mohawk (NiMo), a PRP, entered into multi-site Consent Orders on December 7, 1992 and on November 7, 2003. These Consent Orders obligate NiMo to investigate and implement a full remedial program for 21 former MGP sites across the State, including the Site. The State of New York, Onondaga County, and the City of Syracuse have jointly sponsored the preparation of a land-use master plan to guide future development of the Onondaga Lake area (Syracuse-Onondaga County Planning Agency, 1998). The primary objective of land-use planning efforts is to enhance the quality of the Onondaga Lake area for recreational and commercial uses. Anticipated recreational uses of the lake include fishing without consumption restrictions and swimming. In general, the southeast upland of the lake, which includes the Site area, is primarily commercial and industrial. Land around much of the rest of the lake is recreational, providing hiking and biking trails, picnicking, sports, and other recreational activities. The Site is located in an industrial area at the southeast end of Onondaga Lake. The MGP was located on the northern portion of property which is currently occupied by the Metro STP. Much of the property is covered with structures associated with the treatment plant, including clarifiers, aeration tanks and an ammonia and phosphorus removal facility. The remainder of the Site is primarily covered by driveways, paved parking lots, and a county maintenance building. The southern third of Onondaga Lake and the area at the mouth of the New York State Barge Canal are classified as Class C water. Onondaga Creek is also a Class C stream where it discharges into the Barge Canal. The Barge Canal upstream of the Site has been affected by several former petroleum bulk storage facilities and by combined sewer overflow discharges to Onondaga Creek. While fishing occurs, NYSDOH has a specific, restrictive consumption advisory for Onondaga Lake including its tributaries which warns against eating walleye (*Stizostedion vitreum*), largemouth bass (*Micropterus salmoides*), and smallmouth bass (*Micropterus dolomieu*) larger than 15 inches, with consumption of all other species limited to no more than once per month. The specific advisory also stipulates that infants, children under 15, and women of childbearing age should not fish from the lake and its tributaries. The more general, statewide advisory for the state's fresh waters advises that consumption be limited to no more than one meal per week. Onondaga Lake and the associated tributaries do not serve as potable-water sources. A Record of Decision (ROD) for the Niagara Mohawk (NiMo)-Hiawatha Boulevard-Syracuse Former MGP site, which is OU13 (subsite) of the Onondaga Lake Superfund site, was signed in March 2010. Geddes Brook Interim Remedial Measure Honeywell entered into a consent order with NYSDEC (Index No. D7-0003-01-09), effective April 16, 2002, to perform an Interim Remedial Measure (IRM) to address contaminated channel sediments and floodplain soils/sediments associated with lower Geddes Brook. The purpose of the IRM is to mitigate the potential risks to human health and ecological receptors identified during the preparation of the human health and ecological risk assessments, which were finalized in 2003 and are described in the Streamlined Risk Evaluation in Appendix A of the Geddes Brook IRM Engineering Evaluation/Cost Analysis (EE/CA). The risk assessments identified a number of contaminants of potential concern, including mercury and other metals, polycyclic aromatic hydrocarbons (PAH), polychlorinated hydrocarbons (PCHs), and polychlorinated Dibenzo-p-Dioxin/Polychlorinated Dibenzofurans (PCDD/PCDF). Unacceptable risks were identified for human consumption of fish

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and for all trophic levels in the environment, based on several lines of evidence. Affected media include lower Geddes Brook channel sediment, surface water, floodplain soil, and fish. The objectives of the Geddes Brook IRM are to:

- Eliminate, to the extent practicable, within the scope of the IRM, the transport of mercury into Ninemile Creek from lower Geddes Brook channel sediments and floodplain soils/sediments.
- Eliminate, to the extent practicable, within the scope of the IRM, potential impacts to human health and fish and wildlife resources associated with site related impacts.

Pursuant to the consent order and the Environmental Protection Agency's (EPA) Guidance on Conducting Non-Time-Critical Removal Actions Under Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), an EIC/CA was prepared to identify and evaluate alternatives for disposal of contaminated sediments and soils that will be generated from the implementation of the IRM. The Preliminary (50%) Design related to sediment removal was submitted to the agencies on August 18, 2003 and was revised in accordance with agency comments dated December 23, 2003. Additional design documents are being prepared by Honeywell. Approximately 4,200 cubic yards (cy) or (3,200 cubic meters [m³]) of contaminated sediments will be removed from the channel as part of the Geddes Brook IRM. The estimated depths of sediment removal range from approximately 2 to 6 ft (0.6 to 1.8 m) and will result in the removal of sediments down to the underlying clay layer beneath lower Geddes Brook. Sediments will first be removed from the upstream portion of lower Geddes Brook at the confluence with the West Flume (which has been remediated) and removal will proceed downstream by section to reduce the potential for recontaminating remediated areas. Sediments will also be removed from two 60-inch (1.5-m) culverts that channel lower Geddes Brook beneath the Conrail railroad tracks and an existing access road. The removal of sediments within these culverts will take place once upstream sediments and soils have been removed. In addition to sediment removal, contaminated lower Geddes Brook floodplain soils/sediments will also be remediated. Approximately 63,000 cy (48,000 m³) of floodplain soil/sediment will be excavated within the floodplain footprint down to an underlying clay layer that is typically 2 to 4 ft (0.6 to 1.2 m) below ground surface. The final depths of excavation will be determined during design of the IRM based on additional sampling to confirm the depth of clay in select areas. The bermed areas in the floodplain immediately adjacent to lower Geddes Brook, which are comprised of previously excavated contaminated sediments, will be removed. Remedial actions for the inactive utility berm that bisects the floodplain will be determined during design, and could include full or partial removal and covering with clean soil, and will consider habitat and public use. Stream a wetland restoration will follow the removal of sediments from lower Geddes Brook and from the adjacent floodplain. Restoration will include the relocation of the portion of the stream between the culvert and Ninemile Creek to the west in the remediated floodplain area, to provide sinuosity, better continuity with the floodplain, and ability for channel migration. The wetland restoration will consist of the establishment of wetland conditions at a generally lower topography than existing conditions so that a diverse emergent wetland can be established. In general, the wetland will be restored with approximately 1 ft (30 cm) of clean material. However, the actual depth may vary to allow for the establishment of variable microtopography and a diversity of wetland habitats. Channel and floodplain areas that undergo removal will be restored consistent with a restoration plan to be developed for the Geddes Brook IRM. The objective is to restore wetland areas disturbed by the removal of channel sediments and floodplain soils/sediments and to create wetlands in the current Geddes Brook channel. The total remedial/restoration area of this IRM is estimated to be about 16 acres (6.5 hectares). The remediation pursuant to this IRM is expected to remove nearly 100 percent of the mass of mercury within the remedial boundaries of the lower Geddes Brook

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IRM area (estimated to be about 1,000 pounds [450 kg]). Based on the EE/CA, the selected disposal option for the approximately 67,000 cy (51,000 m³) of sediments and soils is on-site containment at Honeywell's Linden Chemicals and Plastics (LCP) Bridge Street sub-site. LCP Bridge Street Sub-site The LCP Bridge Street sub-site, which includes the West Flume, was a source of mercury and other contaminants to Geddes Brook. Geddes Brook receives discharges from the West Flume, a drainage ditch that passes through the LCP Bridge Street facility. The remediation of the LCP Bridge Street sub-site included the removal of contaminated sediments from the West Flume. The LCP Bridge Street sub-site consists of 20 acres (8 hectare) of land used for various industrial activities (including a chlor-alkali production facility that operated from 1953 to 1988). The wastes from the LCP Bridge Street plant were discharged into the West Flume. A ROD was issued in September 2000. The buildings at the sub-site were demolished as part of two IRMs. The LCP Bridge Street sub-site remediation was substantially completed in 2007. The remediation included a temporary cap which will be replaced with a final cap following the placement of material from the remediation of Geddes Brook and Ninemile Creek. Solvay Wastebeds. The primary method of waste disposal at the Syracuse Works was to pump wastes to wastebeds located along the lake shore and along Ninemile Creek. The wastes, which were primarily made up of Solvay waste from the manufacturing of soda ash, were pumped in a slurry of about 5 percent solids. These solids settled out in the beds, and the remaining wastewater overflowed into the lake or Ninemile Creek. Wastebeds 1 through 15 are located along Ninemile Creek and were utilized as follows:

- From the 1920s to 1944, Wastebeds 1 through 8 were used to dispose of Honeywell's wastes. The mouth of Ninemile Creek was re-routed to allow for the construction of these wastebeds. The ownership of Wastebeds 1 through 8 were subsequently transferred by Allied to New York State and Onondaga County. Groundwater from Wastebeds 1 through 8 discharges predominantly into Onondaga Lake.
- From 1944 to 1986, wastes were disposed of in Wastebeds 9 through 11 and 12 through 15. Ninemile Creek was re-routed to allow for the construction of these wastebeds. Groundwater, leachate seeps, and surface water from Wastebeds 9 through 15 discharges into Ninemile Creek and serves as a migration pathway for wastebeds constituents. Other uses were as landfills for slag and wastewater treatment sludges from the Crucible Materials Corporation (a portion of Wastebed 5); for Metropolitan Syracuse Sewage Treatment Plant (Metro) sewage sludge disposal (portions of Wastebeds 5 and 12 through 15); and as sites for construction of parking lots for the New York State Fairgrounds (portions of Wastebeds 5, 7, and 8). In addition, I-690 and Route 695 were constructed over portions of Wastebeds 7 and 8. Honeywell is currently performing an RI/FS for Wastebeds 1 through 8 under the direction of NYSDOC. Closure of Wastebeds 9 through 15 is currently being evaluated by NYSDOC's Solid Waste Program. The sources and potential sources of contaminants influencing the Geddes Brook/Ninemile Creek site, including these wastebeds, are discussed in more detail below in the section entitled "Results of the Remedial Investigation." The State of New York, Onondaga County, and the City of Syracuse have jointly sponsored the preparation of a land-use master plan to guide future development of the Onondaga Lake area. The primary objective of land-use planning efforts is to enhance the quality of the Onondaga Lake area for recreational and commercial uses. Anticipated recreational uses of the lake and Geddes Brook/Ninemile Creek area include fishing without consumption restrictions and swimming. In general, the northwest portion of the lake, which includes the Geddes Brook/Ninemile Creek site area, is primarily residential, with interspersed urban structures and several undeveloped areas. Solvay wastebeds cover much of the western lakeshore and areas of the Site. Land around much of the lake is recreational, providing hiking and biking trails, picnicking, sports, and other recreational activities. Approximately the northern two-thirds of Onondaga Lake is

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classified by the State of New York as Class B water (best usages defined as "primary and secondary contact recreation and fishing. These waters shall be suitable for fish propagation and survival" [6 New York Rules and Regulations (NYCRR) Part 701.7]). The southern third of Onondaga Lake and the area at the mouth of Ninemile Creek are classified as Class C water (best usage defined as "fishing. These waters shall be suitable for fish propagation and survival. The water quality shall be suitable for primary and secondary contact recreation, although other factors may limit the use for these purposes" [6 NYCRR Part 701.8]). Ninemile Creek is a Class C stream below the former Honeywell water intake and C(T) upstream. Geddes Brook is a Class C stream below the Old Erie Canal and C(T) upstream. No permitted swimming beaches or sanctioned swimming areas exist at the Geddes Brook/Ninemile Creek site. Fishing occurs, but the New York State Department of Health (NYSDOH) has specific, restrictive consumption advisory for Onondaga Lake including its tributaries which warns against eating walleye (*Stizostedion vitreum*), largemouth bass (*Micropterus salmoides*) and smallmouth bass (*Micropterus dolomieu*) larger than 15 inches, with consumption of all other species limited to no more than once per month. The specific advisory also stipulates that infants, children under 15, and women of childbearing age should eat no fish from the lake and its tributaries. The more general, statewide advisory for the state's fresh waters advises that consumption be limited to no more than one meal per week. Onondaga Lake and the associated tributaries do not serve as potable-water sources. A ROD addressing Operable Unit 20 (Geddes Brook/Ninemile Creek Site) was completed in April 2009. Operable Unit 24. On June 23, 1989, the Onondaga Lake site was added to the New York State Registry of Inactive Hazardous Waste disposal sites. On December 16, 1994, Onondaga Lake and its tributaries and the upland hazardous waste sites which have contributed or are contributing contamination to the lake (sub-sites) were added to EPA's National Priority List (NPL). This NPL listing means that the lake system is among the nation's highest priorities for remedial evaluation and response under the federal Superfund law for sites where there have been a release of hazardous substances, pollutants, or contaminants. Geddes Brook and Ninemile Creek are located southwest of Onondaga Lake. Ninemile Creek, a Class C stream below the former Honeywell water intake and a class C and trout stream upstream, originates at Otisco Lake and flows approximately 16 mile (26 kilometer [km]) northeast to its mouth at Onondaga Lake. Ninemile Creek receives surface inflow from Beaver Meadow Brook and Geddes Brook at approximately 2.8 mi (4.5 km) and 1.3 mi (2.1 km), respectively, upstream from Onondaga Lake. Between Amboy Dam and Onondaga Lake, Ninemile Creek flows adjacent to Solvay Wastebeds 1 through 8, 9 through 11, and 12 through 15. During the time that Honeywell utilized the Solvay process for the production of soda ash (1881 to 1986), wastes from this process were disposed of in numerous wastebeds along the lake and Ninemile Creek. Wastebeds 1 through 8 were used until 1944 and Wastebeds 9 through 15 were used from 1944 until 1986. Upstream of the dam, Ninemile Creek flows through woodlands, farmlands, and some light industrial/commercial areas. Ground surface elevations range from approximately 400 ft (122 m) above mean sea level (AMSL) at the most upstream section of Ninemile Creek addressed in this study, to approximately 363 ft (111 m) AMSL, where the stream enters Onondaga Lake. The Geddes Brook/Ninemile Creek site is defined as the channel sediments, floodplain soils/sediments, and surface water of Geddes Brook and Ninemile Creek that have been impacted or have the potential to be impacted by the disposal of hazardous and industrial wastes by Honeywell. This definition was based on the understanding at the time of the remedial investigation and feasibility study (RI/FS) work plan (1998) that contaminants from Honeywell sites (e.g., Linden Chemicals and Plastics, LCP Bridge Street, Solvay Wastebeds) were discharged (directly or indirectly) to Geddes Brook and Ninemile Creek, where they settled into the stream beds, banks, and

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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ONONDAGA LAKE (Continued)

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floodplains. This Record of Decision (ROD) focuses only on the Operable Unit (OU) 2 (referred to as OU24 by EPA) portion of the Geddes Brook/Ninemile Creek site (lower Ninemile Creek channel sediments, surface water, and floodplain soils and sediments). The stretch of Ninemile Creek downstream of the area just above the confluence with Geddes Brook has been designated as "lower Ninemile Creek," which has been further subdivided into three reaches (AB, BC, and CD). This section summarizes the industrial pollution of Geddes Brook/Ninemile Creek and key historical information regarding Honeywell International and its predecessor companies' manufacturing operations (e.g., Allied Chemical Corporation), and is based on the RI/FS reports. "Honeywell" is used throughout this ROD to refer to Honeywell International, Inc. and its predecessor companies. Honeywell has been named a PRP as a major contributor of contamination to this Site and Onondaga Lake. Honeywell consented to investigate this Site and the lake pursuant to the terms of a Consent Decree. The availability of natural deposits of salt and limestone in greater Onondaga County was the primary reason for locating the Solvay Process Company in Solvay, New York. Founded in 1881, the company initially used brine collected locally, but, in 1889, it started utilizing the salt formations in the Tully Valley about 20 mi (33 km) away. The Solvay Process Company used the ammonia soda process (subsequently known as the Solvay Process) to produce soda ash, a product used to manufacture neutralizing agents, detergent, industrial chemicals, and glass. Honeywell subsequently expanded its operation to three locations - the Main Plant, the Willis Avenue plant, and the Bridge Street plant - which were collectively known as the Syracuse Works. These processes resulted in releases of mercury as well as organic contamination and Solvay Waste. The Main Plant at the Syracuse Works manufactured soda ash and related products from 1884 to 1986 and benzene, toluene, xylenes, and naphthalene from 1917 to 1970. The Willis Avenue plant manufactured chlorinated benzenes and chlor-alkali products from 1918 to 1977. Chlor-alkali production by the diaphragm cell process was in operation at the Willis Avenue plant from 1918 until 1977. The mercury cell process was used at the Willis Avenue plant for chlor-alkali production from approximately 1947 (or possibly earlier) until 1977. Starting in 1953, the Bridge Street plant produced chlor-alkali products, as well as hydrogen peroxide, using the mercury cell electrolytic process. Diaphragm cells were added to the Bridge Street operation in 1968. The plant was sold to LCP of New York in 1979 and operated until 1986. Pursuant to the 1992 Consent Decree noted above, Honeywell commenced a Remedial Investigation/Feasibility Study (RI/FS) associated with the Geddes Brook/Ninemile Creek site. After the completion of a draft FS report, it was determined that additional investigation was necessary. Additional investigative work was conducted by Honeywell in 2007 and 2008 and a Supplemental FS report for OU1 was completed in November 2008 and a Supplemental FS report for OU2 was completed in May 2009. The LCP Bridge Street sub-site, which includes the West Flume, was a source of mercury and other contaminants to Geddes Brook. Geddes Brook receives discharges from the West Flume, a drainage ditch that passes through the LCP Bridge Street facility. The remediation of the LCP Bridge Street sub-site included the removal of contaminated sediments from the West Flume. The LCP Bridge Street sub-site consists of 20 acres (8 hectare) of land used for various industrial activities (including a chlor-alkali production facility that operated from 1953 to 1988). The wastes from the LCP Bridge Street plant were discharged into the West Flume. A ROD was issued in September 2000 to address the LCP Bridge Street sub-site. The buildings at the sub-site were demolished as part of two Interim Remedial Measures (IRMs). The LCP Bridge Street sub-site remediation was substantially completed in 2007. This effort included the construction of a temporary cap which will be replaced with a final cap following the placement of material from the remediation of Geddes Brook and possibly Ninemile

MAP FINDINGS

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Creek. The primary method of waste disposal at the Syracuse Works was to pump wastes to wastebeds located along the lake shore and along Ninemile Creek. The wastes, which were primarily made up of Solvay waste from the manufacturing of soda ash, were pumped in a slurry of about 5 percent solids. These solids settled out in the beds, and the remaining wastewater overflowed into the lake or Ninemile Creek. Wastebeds 1 through 15 are located along Ninemile Creek and were utilized as follows: -From the 1920s to 1944, Wastebeds 1 through 8 were used to dispose of Honeywell's wastes. The mouth of Ninemile Creek was re-routed to allow for the construction of these wastebeds. The ownership of Wastebeds 1 through 8 was subsequently transferred by Allied to New York State and Onondaga County. Groundwater from Wastebeds 1 through 8 discharges predominantly into Onondaga Lake. -From 1944 to 1986, wastes were disposed of in Wastebeds 9 through 11 and 12 through 15. Ninemile Creek was re-routed to allow for the construction of these wastebeds. Groundwater, leachate seeps, and surface water from Wastebeds 9 through 15 discharge to Ninemile Creek and serve as a migration pathway for wastebed constituents. -Other uses were as landfills for slag and wastewater treatment sludges from the Crucible Materials Corporation (a portion of Wastebed 5); for Metropolitan Syracuse Sewage Treatment Plant (Metro) sewage sludge disposal (portions of Wastebeds 5 and 12 through 15); and as sites for construction of parking lots for the New York State Fairgrounds (portions of Wastebeds 5, 7, and 8). In addition, I-190 and Route 695 were constructed over portions of Wastebeds 7 and 8. Honeywell is currently performing an RI/FS for Wastebeds 1 through 8 under the direction of New York State Department of Environmental Control (NYSDEC). Closure of Wastebeds 9 through 15 is currently being evaluated by NYSDEC's Solid Waste Program. The sources and potential sources of contaminants influencing the Site, including these wastebeds, are discussed in more detail below in the section entitled "Results of the Remedial Investigation." The primary objective of this response action is to address the risks to human health and the environment due to mercury and other chemical parameters of interest in the contaminated channel sediments, surface water, and floodplain soils/sediments within Reach AB of lower Ninemile Creek. A Record of Decision for Operable Unit 24 of the Onondaga Lake Site was completed in October 2009.

CERCLIS Assessment History:

Action Code: 001
Action: DISCOVERY
Date Started: / /
Date Completed: 04/23/89
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: State, Fund Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 005
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: / /
Date Completed: 06/26/89
Priority Level: Not reported
Operable Unit: SEMET RESIDUE PONDS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Code: 007
Action: CONSENT DECREE
Date Started: / /
Date Completed: 06/26/89
Priority Level: Not reported
Operable Unit: SEMET RESIDUE PONDS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: SITE INSPECTION
Date Started: 04/15/90
Date Completed: 04/22/90
Priority Level: Higher priority for further assessment
Operable Unit: SITEWIDE
Primary Responsibility: State, Fund Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: PRELIMINARY ASSESSMENT
Date Started: 04/15/90
Date Completed: 04/22/90
Priority Level: Higher priority for further assessment
Operable Unit: SITEWIDE
Primary Responsibility: State, Fund Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 006
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: 08/03/87
Date Completed: 08/10/90
Priority Level: Not reported
Operable Unit: WILLIS AVE. SUBSITE CB CONTAM.
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: STATE ORDER
Date Started: / /
Date Completed: 08/10/90
Priority Level: Not reported
Operable Unit: WILLIS AVE. SUBSITE CB CONTAM.
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Anomaly: Not reported

Action Code: 003
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: 06/27/89
Date Completed: 03/16/92
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 003
Action: CONSENT DECREE
Date Started: / /
Date Completed: 03/16/92
Priority Level: Not reported
Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: / /
Date Completed: 03/16/92
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: State Enforcement
Planning Status: Alternate
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: HAZARD RANKING SYSTEM PACKAGE
Date Started: / /
Date Completed: 09/29/92
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: PROPOSAL TO NATIONAL PRIORITIES LIST
Date Started: / /
Date Completed: 05/10/93
Priority Level: Not reported
Operable Unit: SITEWIDE

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Primary Responsibility: Federal Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 001
Action: FINAL LISTING ON NATIONAL PRIORITIES LIST
Date Started: / /
Date Completed: 12/16/94
Priority Level: Not reported
Operable Unit: SITEWIDE
Primary Responsibility: EPA Fund-Financed
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 005
Action: CONSENT DECREE
Date Started: / /
Date Completed: 10/20/95
Priority Level: Not reported
Operable Unit: LCP BRIDGE STREET SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 004
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: / /
Date Completed: 10/20/95
Priority Level: Not reported
Operable Unit: LCP BRIDGE STREET SUBSITE
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 016
Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
Date Started: 04/09/96
Date Completed: 09/27/97
Priority Level: Not reported
Operable Unit: GENERAL MOTORS INLAND FISHER
Primary Responsibility: State Enforcement
Planning Status: Not reported
Urgency Indicator: Not reported
Action Anomaly: Not reported

Action Code: 004
Action: ADMINISTRATIVE ORDER ON CONSENT
Date Started: / /

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Date Completed: 09/27/97
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 06/23/97
 Date Completed: 11/11/97
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 11/11/97
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 020
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: / /
 Date Completed: 01/22/98
 Priority Level: Not reported
 Operable Unit: SITEWIDE RESPONSE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY FEASIBILITY STUDY
 Date Started: 10/01/93
 Date Completed: 02/09/98
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Code: 008
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 02/09/98
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 06/23/97
 Date Completed: 07/15/99
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 02/09/98
 Date Completed: 07/15/99
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 006
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 07/15/99
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 013
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 03/08/99
 Date Completed: 09/29/99
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Code: 014
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 11/19/98
 Date Completed: 11/08/99
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - ERIE BLVD
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 06/23/97
 Date Completed: 01/25/00
 Priority Level: Not reported
 Operable Unit: MAESTRI II SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 01/25/00
 Priority Level: Not reported
 Operable Unit: MAESTRI II SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 10/20/96
 Date Completed: 09/29/00
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 09/29/00
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Primary

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 07/15/99
 Date Completed: 09/28/01
 Priority Level: Final RA Report
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Long Term Action
 Action Anomaly: Not reported

Action Code: 004
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 01/22/01
 Date Completed: 03/21/02
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 03/21/02
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 06/26/99
 Date Completed: 03/28/02
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 03/28/02
 Priority Level: Not reported

ONONDAGA LAKE (Continued) 1000481580

Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 017
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 02/28/01
 Date Completed: 05/24/02
 Priority Level: Not reported
 Operable Unit: LCP/NAKOH
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 05/24/02
 Priority Level: Not reported
 Operable Unit: LCP/NAKOH
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: NEGOTIATION (GENERIC)
 Date Started: 10/03/01
 Date Completed: 07/22/02
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 012
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 07/22/02
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS

ONONDAGA LAKE (Continued) 1000481580

Date Started: 02/12/02
 Date Completed: 11/01/02
 Priority Level: Not reported
 Operable Unit: WILLIS AVENUE BALLFIELD
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 018
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 11/28/01
 Date Completed: 11/08/02
 Priority Level: Not reported
 Operable Unit: HARBOR BROOK/WASTEBED B
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 01/25/00
 Date Completed: 04/17/03
 Priority Level: Not reported
 Operable Unit: MAESTRI II SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Other Completion Anomaly

Action Code: 002
 Action: PRELIMINARY ASSESSMENT
 Date Started: 10/25/01
 Date Completed: 08/26/03
 Priority Level: Not reported
 Operable Unit: CRUCIBLE LAKE PUMP STATION
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: NEGOTIATION (GENERIC)
 Date Started: 11/18/03
 Date Completed: 01/22/04
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

ONONDAGA LAKE (Continued) 1000481580

Action Code: 010
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 01/22/04
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 007
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 08/23/01
 Date Completed: 09/30/04
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 03/16/92
 Date Completed: 07/01/05
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: FEASIBILITY STUDY
 Date Started: 09/23/03
 Date Completed: 07/01/05
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Other Start Anomaly

Action Code: 003
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 07/01/05
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

ONONDAGA LAKE (Continued) 1000481580

Action Code: 002
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 01/05/06
 Date Completed: 10/11/06
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: Explanation Of Significant Differences
 Date Started: / /
 Date Completed: 12/14/06
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: CONSENT DECREE
 Date Started: 10/11/06
 Date Completed: 01/04/07
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: FIVE-YEAR REVIEW
 Date Started: 04/17/06
 Date Completed: 01/30/07
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBSIT
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/11/97
 Date Completed: 03/29/07
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 010
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 03/29/07
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: PRELIMINARY ASSESSMENT
 Date Started: 05/14/04
 Date Completed: 07/05/07
 Priority Level: Not reported
 Operable Unit: CROUSE/HINDS LANDFILL
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION
 Date Started: 09/27/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: TECHNICAL ASSISTANCE
 Date Started: 09/30/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: TECHNICAL ASSISTANCE
 Date Started: 09/30/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: TECHNICAL ASSISTANCE
 Date Started: 09/30/00
 Date Completed: 10/02/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: STATE SUPPORT AGENCY COOPERATIVE AGREEMENT
 Date Started: 10/01/03
 Date Completed: 10/16/08
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 01/22/98
 Date Completed: 04/29/09
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: ENGINEERING EVALUATION/COST ANALYSIS
 Date Started: 07/22/02
 Date Completed: 04/29/09
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 017
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 04/29/09
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 021
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 07/05/07
 Date Completed: 09/18/09
 Priority Level: Not reported
 Operable Unit: OLD LEY CREEK CHANNEL
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 024
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 01/22/98
 Date Completed: 10/01/09
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 10/01/09
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: FIVE-YEAR REVIEW
 Date Started: 06/30/09
 Date Completed: 10/08/09
 Priority Level: Not reported
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: CLAIM IN BANKRUPTCY PROCEEDING

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Date Started: / /
 Date Completed: 11/24/09
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 10/20/04
 Date Completed: 12/04/09
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 013
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/29/99
 Date Completed: 03/31/10
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: RECORD OF DECISION
 Date Started: / /
 Date Completed: 03/31/10
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 022
 Action: REMEDIAL INVESTIGATION/FEASIBILITY STUDY NEGOTIATIONS
 Date Started: 10/30/09
 Date Completed: 06/02/10
 Priority Level: Not reported
 Operable Unit: LOWER LEY CREEK
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

Action Code: 010
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 07/10/07
 Date Completed: 08/12/10
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: RECORD OF DECISION AMENDMENT
 Date Started: / /
 Date Completed: 09/30/10
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 012
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 12/15/09
 Date Completed: 12/31/10
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: REMEDIAL DESIGN/REMEDIAL ACTION NEGOTIATIONS
 Date Started: 12/15/09
 Date Completed: 12/31/10
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 12/31/10
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

Action Anomaly: Not reported

Action Code: 009
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 12/31/10
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: State Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: CLAIM IN BANKRUPTCY PROCEEDING
 Date Started: 10/29/09
 Date Completed: 02/24/11
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 008
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 01/04/07
 Date Completed: 04/25/11
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: ENGINEERING EVALUATION/COST ANALYSIS
 Date Started: 03/09/07
 Date Completed: 05/12/11
 Priority Level: Not reported
 Operable Unit: HARBOR BROOK/WASTEBED B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: ENGINEERING EVALUATION/COST ANALYSIS
 Date Started: 06/07/07
 Date Completed: 08/10/11
 Priority Level: Not reported
 Operable Unit: WASTEBEDS 1-8

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: FORWARD PLANNING
 Date Started: / /
 Date Completed: 08/19/11
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: FORWARD PLANNING ACTIVITY/MANAGEMENT ASSISTANCE
 Date Started: / /
 Date Completed: 08/19/11
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 023
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 01/04/07
 Date Completed: 09/21/11
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 016
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 04/01/10
 Date Completed: 09/28/11
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: FIVE-YEAR REVIEW
 Date Started: 04/14/11

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

Date Completed: 01/17/12
 Priority Level: Not reported
 Operable Unit: LEY CREEK PCB DREDGINGS SUBST
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: ENGINEERING EVALUATION/COST ANALYSIS
 Date Started: 02/17/09
 Date Completed: 03/30/12
 Priority Level: Not reported
 Operable Unit: HARBOR BROOK/WASTEBED B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: Lodged By DOJ
 Date Started: / /
 Date Completed: 04/30/12
 Priority Level: Not reported
 Operable Unit: LOWER LEY CREEK
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: Lodged By DOJ
 Date Started: / /
 Date Completed: 04/30/12
 Priority Level: Not reported
 Operable Unit: LOWER LEY CREEK
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 022
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 01/04/07
 Date Completed: 05/08/12
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action: FORWARD PLANNING ACTIVITY/MANAGEMENT ASSISTANCE
 Date Started: / /
 Date Completed: 06/28/12
 Priority Level: Not reported
 Operable Unit: SITEMIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 006
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/30/04
 Date Completed: 11/13/12
 Priority Level: Final RA Report
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: Explanation Of Significant Differences
 Date Started: / /
 Date Completed: 09/12/13
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: State, with EPA Concurrence
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 012
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 12/31/10
 Date Completed: 09/13/13
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 12/31/10
 Date Completed: 09/13/13
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Code: 015
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/28/11
 Date Completed: 09/27/13
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 08/10/90
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: WILLIS AVE. SUBSITE CB CONTAM.
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/30/94
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE RESPONSE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: COMBINED REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/30/94
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE RESPONSE
 Primary Responsibility: State, Fund Financed
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Phased Start & Completion

Action Code: 001
 Action: TECHNICAL ASSISTANCE GRANT
 Date Started: 09/29/95
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEMIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Code: 027
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/27/97
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 009
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 09/27/97
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GENERAL MOTORS INLAND FISHER
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 014
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/08/99
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - ERIE BLVD
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Other Completion Anomaly

Action Code: 016
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 05/24/02
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: LCP/MAKOH
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Other Completion Anomaly

Action Code: 017
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/01/02
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: WILLIS AVENUE BALLFIELD

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 018
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 11/08/02
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: HARBOR BROOK/WASTERED B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 019
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/30/04
 Date Completed: / /
 Priority Level: Final RA Report
 Operable Unit: LCP BRIDGE STREET SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 021
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 10/04/05
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: WASTEBEDS 1-8
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 025
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 07/10/07
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: TECHNICAL ASSISTANCE
 Date Started: 01/30/08

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: COMBINED REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 10/27/09
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: LOWER LEY CREEK
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Original Action Take Over

Action Code: 013
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 12/04/09
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SEMET RESIDUE PONDS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 026
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL INVESTIGATION/FEASIBILITY STUDY
 Date Started: 03/16/10
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: AMERICAN BAG AND METAL
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 026
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL DESIGN
 Date Started: 04/01/10
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: NIAGARA MOHAWK - HIAWATHA BLV
 Primary Responsibility: Responsible Party
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Code: 009
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 08/12/10
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: SALINA LANDFILL SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 005
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 04/25/11
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: POTENTIALLY RESPONSIBLE PARTY REMOVAL
 Date Started: 04/25/11
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Approved
 Urgency Indicator: Non-Time Critical
 Action Anomaly: Not reported

Action Code: 023
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/21/11
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 022
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 05/08/12
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: ONONDAGA LAKE BOTTOMS SUBSITE
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Anomaly: Not reported

Action Code: 018
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/13/13
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: LOWER NINEMILE CR REACHES A-B
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 011
 Action: POTENTIALLY RESPONSIBLE PARTY REMEDIAL ACTION
 Date Started: 09/13/13
 Date Completed: / /
 Priority Level: Not reported
 Operable Unit: GEDDES BROOK/NINEMILE CREEK
 Primary Responsibility: PRP Response Under State
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Federal Register Details:
 Fed Register Date: 12/16/94
 Fed Register Volume: 59
 Page Number: 65206
 Fed Register Date: 05/10/93
 Fed Register Volume: 58
 Page Number: 27507

US ENG CONTROLS:
 EPA ID: NY0986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Address: Not reported
 SYRACUSE, NY 13209
 EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Actual Date: 09/30/2010
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 001
 Action Name: Explanation Of Significant Differences
 Action Completion date: 12/14/2006
 Operable Unit: 02
 Contaminated Media: Free-phase NAPL

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Engineering Control: Free Product Recovery
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media: Sediment
 Engineering Control: Cap
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media: Sediment
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media: Sediment
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 003
 Action Name: RECORD OF DECISION
 Action Completion date: 07/01/2005
 Operable Unit: 02
 Contaminated Media: Sediment
 Engineering Control: Natural Attenuation
 Contact Name: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Sediment
 Engineering Control: Liner
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Sediment
 Engineering Control: Operations & Maintenance (O&M)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Engineering Control: Cap
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Engineering Control: Consolidate
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Soil
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Contaminated Media : Soil
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Surface Water
 Engineering Control: Engineering Control, (N.O.S.)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 010
 Action Name: RECORD OF DECISION
 Action Completion date: 03/29/2007
 Operable Unit: 08
 Contaminated Media : Surface Water
 Engineering Control: Monitoring
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Groundwater
 Engineering Control: Enhanced In-Situ Bioremediation: Oxygen Addition
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Groundwater
 Engineering Control: Monitoring
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Cap

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Component Separation, (N.O.S.)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Disposal
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Excavation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Recycling
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Reforestation
 Contact Name: Not reported
 Contact Phone and Ext: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Soil Cover
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Solidification/Stabilization (In-Situ)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 014
 Action Name: RECORD OF DECISION
 Action Completion date: 03/31/2010
 Operable Unit: 13
 Contaminated Media : Soil
 Engineering Control: Storage - Temporary
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Fish Tissue
 Engineering Control: No Action
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 017
 Action Name: RECORD OF DECISION
 Action Completion date: 04/29/2009
 Operable Unit: 20
 Contaminated Media : Sediment
 Engineering Control: Consolidate
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 002
 Action Name: ROD Amendment
 Action Completion date: 09/30/2010
 Operable Unit: 08
 Contaminated Media: Leachate
 Engineering Control: Non-fundamental change (ESD)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 002
 Action Name: ROD Amendment
 Action Completion date: 09/30/2010
 Operable Unit: 08
 Contaminated Media: Sediment
 Engineering Control: Non-fundamental change (ESD)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 002
 Action Name: ROD Amendment
 Action Completion date: 09/30/2010
 Operable Unit: 08
 Contaminated Media: Soil
 Engineering Control: Non-fundamental change (ESD)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

Action ID: 002
 Action Name: ROD Amendment
 Action Completion date: 09/30/2010
 Operable Unit: 08
 Contaminated Media: Solid Waste
 Engineering Control: Non-fundamental change (ESD)
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

US INST CONTROL:
 EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Deed Notices
 Actual Date: 07/01/2005
 Complet. Date: 07/01/2005
 Operable Unit: 02
 Contaminated Media: Sediment
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2002
 Complet. Date: 03/29/2002
 Operable Unit: 06
 Contaminated Media: Groundwater
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Access Restriction, Fencing
 Actual Date: 03/31/1998
 Complet. Date: 02/09/1998
 Operable Unit: 10
 Contaminated Media: Soil
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Deed Restriction
 Actual Date: 03/31/1998
 Complet. Date: 02/09/1998
 Operable Unit: 10
 Contaminated Media: Soil
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Groundwater
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Groundwater
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

MAP FINDINGS

ONONDAGA LAKE (Continued) 1000481580

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Groundwater use/well drilling regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Groundwater
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Zoning regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Leachate
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Sediment
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Sediment
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Zoning regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Sediment
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Covenant
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Soil
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Soil
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Zoning regulation
 Actual Date: 03/31/2007
 Complet. Date: 03/29/2007
 Operable Unit: 08
 Contaminated Media: Soil
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2010
 Complet. Date: 03/31/2010
 Operable Unit: 13
 Contaminated Media: Groundwater
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

EPA ID: NYD986913580
 Site ID: 0203382
 Name: ONONDAGA LAKE
 Action Name: RECORD OF DECISION
 Address: Not reported
 SYRACUSE, NY 13209

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

EPA Region: 02
 County: ONONDAGA
 Event Code: Not reported
 Inst. Control: Easement
 Actual Date: 03/31/2010
 Complet. Date: 03/31/2010
 Operable Unit: 13
 Contaminated Media: Soil
 Contact Name: Not reported
 Contact Phone and Ext: Not reported
 Latitude: Not reported
 Longitude: Not reported

SPILLS:
 Facility ID: 9204497
 Facility Type: ER
 DER Facility ID: 186713
 Site ID: 226198
 DEC Region: 7
 Spill Date: 1992-07-18
 Spill Number/Closed Date: 9204497 / 1992-07-20
 Spill Cause: Unknown
 Spill Class: No spill occurred. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: RUBRAZEL
 Referred To: Not reported
 Reported to Dept: 1992-07-20
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Federal Government
 Cleanup Ceased: 1992-07-20
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-09-10
 Spill Record Last Update: 1993-11-03
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB*
 Remarks: *UNKNOWN LOCATION OR CAUSE*

Material:
 Site ID: 226198
 Operable Unit ID: 968196
 Operable Unit: 01
 Material ID: 412215
 Material Code: 0066A
 Material Name: unknown petroleum

MAP FINDINGS

ONONDAGA LAKE (Continued) **1000481580**

Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: 00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

ROD: Full-text of USEPA Record of Decision(s) is available from EDR.

PRP:
 PRP name: ALLIED SIGNAL
 COLTEC INDUSTRIES INC
 CRUCIBLE MATERIALS CORPORATION
 GENERAL MOTORS CORPORATION
 HONEYWELL INTERNATIONAL INC
 HONEYWELL INTERNATIONAL INC
 HONEYWELL INTERNATIONAL INC
 HONEYWELL INTERNATIONAL INC
 MOTORS LIQUIDATION COMPANY FKA GENERAL MOTORS CORPORATION
 NIAGARA MOHAWK POWER COMPANY
 SALINA, TOWN OF

A6 ENE **CARISALE MALL** **NY Spills** **S104194480**
 < 1/8 **HIAWATHA BLVD** **N/A**
 0.006 mi. **SYRACUSE, NY**
34 ft. Site 6 of 8 in cluster A

Relative: Higher **SPILLS:**
 Facility ID: 9906401
 Facility Type: EP
 DER Facility ID: 213043
 Site ID: 85861
 DEC Region: 7
 Spill Date: 1999-08-30
 Spill Number/Closed Date: 9906401 / 1999-08-31
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or known release with no damage. No DEC Response. No corrective action required.
 3415
 SWIS: CFMANNES
 Investigator: Not reported
 Referred To: Not reported
 Reported to Dept: 1999-08-30
 CID: 257
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported

MAP FINDINGS

CARISALE MALL (Continued) S101494480

Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1999-08-30
 Spill Record Last Update: 1999-08-31
 Spiller Name: CALLER
 Spiller Company: CAPITAL ENVIRONMENTAL
 Spiller Address: 3496 COURT ST RD
 Spiller City,St,Zip: SYRACUSE, NY 13206-001
 Spiller County: 001
 Contact Name: ED HOPKINS
 Contact Phone: (315) 437-2205
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *spill was onto blacktop and is being cleaned up at this time*

Material:
 Site ID: 85861
 Operable Unit ID: 1084832
 Operable Unit: 01
 Material ID: 302674
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 2.00
 Units: Gallons
 Recovered: 2.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MAP FINDINGS

MOBIL TERMINAL (Continued) S100158071

UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1987-02-10
 Spill Record Last Update: 1987-08-19
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL
 Spiller Address: 502 SOLAR ST
 Spiller City,St,Zip: SYRACUSE, ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 259380
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was / /; TANK RETESTED OK ON 01/27/87 PER WAYNE BOWLES. *
 Remarks: *FAILURE RATE OF .137 GAL/S/HR. 10,000 GAL. UNDERGROUND TANK. *

Material:
 Site ID: 321977
 Operable Unit ID: 904155
 Operable Unit: 01
 Material ID: 472126
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

A7 MOBIL TERMINAL NY LTANKS S100158071
 North < 1/8 0.009 mi. 48 ft. Site 7 of 8 in cluster A
 Relative: Higher
 Actual: 378 ft.

Oil City, Solar Street
 SYRACUSE, NY
 NY Spills N/A

LTANKS:
 Site ID: 321977
 Spill Number/Closed Date: 8606562 / 1987-08-11
 Spill Date: 1987-01-22
 Spill Cause: Tank Test Failure
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1987-08-11
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: UNASSIGNED
 Referred To: Not reported
 Reported to Dept: 1987-01-22
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False

Site ID: 199080
 Spill Number/Closed Date: 8604483 / 1988-01-01
 Spill Date: 1986-10-14
 Spill Cause: Tank Failure
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1988-01-01
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1986-10-14
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1986-10-28

MAP FINDINGS

MOBIL TERMINAL (Continued) S100158071

Spill Record Last Update: 1988-11-08
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL CORP
 Spiller Address: SOLAR ST
 Spiller City,St,Zip: SYRACUSE, ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 101270
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV / /; O APPARENT FREE PRODUCT IN RECOVERY WELLS. REQUESTED MOBIL SAMPLE FOR 503.1 AND PH. SUBMIT RESULTS IN 2 WEEKS BY AUG. 1, 1987. / /; ED ERLENMEYER, JR. COMPLEX MANAGER. / /; REQUESTED MOBIL SAMPLE FOR 503.1 AND PH. SUBMIT RESULTS IN 2 WEEKS BY AUG. 1, 1987. *
 Remarks: *JET FUEL CONTAINED IN DIKE. CONTRACTOR ON SITE. PUMPING UP. *

Material:
 Site ID: 199080
 Operable Unit ID: 901418
 Operable Unit: 01
 Material ID: 477290
 Material Code: 0011
 Material Name: jet fuel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 15964.00
 Units: Gallons
 Recovered: 13140.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 9006510
 Facility Type: ER
 DER Facility ID: 131336
 Site ID: 75767
 DEC Region: 7
 Spill Date: 1990-09-13
 Spill Number/Closed Date: 9006510 / 1991-01-18
 Spill Cause: Unknown
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1990-09-13
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-01-18
 Cleanup Meets Std: True

MAP FINDINGS

MOBIL TERMINAL (Continued) S100158071

Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-10-03
 Spill Record Last Update: 1991-01-31
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL
 Spiller Address: 502 SOLAR ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV / /01/18/91: SHEEN OBSERVED ON GW. FOLLOW UP UNDER SPILL NO 8801517. *
 Remarks: *CONTAMINATION FOUND DURING MAINTAINENCE WORK. *

Material:
 Site ID: 75767
 Operable Unit ID: 944010
 Operable Unit: 01
 Material ID: 433965
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 8905712
 Facility Type: ER
 DER Facility ID: 131336
 Site ID: 154939
 DEC Region: 7
 Spill Date: 1989-09-08
 Spill Number/Closed Date: 8905712 / 1989-11-06
 Spill Cause: Unknown
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1989-09-11
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1989-11-06
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False

MAP FINDINGS

MOBIL TERMINAL (Continued) S100158071

UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-10-09
 Spill Record Last Update: 1990-02-06
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL CORP
 Spiller Address: 502 SOLAR
 Spiller City,St,Zip: SYRACUSE, NY 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 1108/89. SEE 8801517 FOR FOLLOWUP. *
 Remarks: *FOUND DARK SUBSTANCE IN MW #1. SENT SAMPLE TO LAB FOR ID. SEE SPILL NO 8801517 FOR FOLLOWUP*
 Material:
 Site ID: 154939
 Operable Unit ID: 933354
 Operable Unit: 01
 Material ID: 446121
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 8502585
 Facility Type: ER
 DER Facility ID: 101270
 Site ID: 296576
 DEC Region: 7
 Spill Date: 1985-10-22
 Spill Number/Closed Date: 8502585 / 1985-10-22
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: MASON
 Referred To: Not reported
 Reported to Dept: 1985-10-22
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: DEC
 Cleanup Ceased: 1985-10-22
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0

MAP FINDINGS

MOBIL TERMINAL (Continued) S100158071

Date Entered In Computer: 1987-08-20
 Spill Record Last Update: 1987-08-20
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL CORP.
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HM // : SPILLER CLEANED UP 99% BY 1400. *
 Remarks: *SLOP OIL MATERIAL SPILLED DURING TRANSFER. 500 GAL OIL/WATER MIXTURE WITH 47 GAL OIL. CLEAN UP BY SPILLER*
 Material:
 Site ID: 296576
 Operable Unit ID: 895409
 Operable Unit: 01
 Material ID: 479363
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 47.00
 Units: Gallons
 Recovered: 47.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

A8 East
 < 1/8
 0.021 mi.
 109 ft.
Relative: Higher
Actual: 379 ft.
 NY Spills S116554459
 N/A
 OCD WEP COGEN FACILITY
 360 HIAWATHA BLVD WEST
 SYRACUSE, NY 13204
 Site 8 of 8 in cluster A
 SPILLS:
 Facility ID: 1400454
 Facility Type: ER
 DER Facility ID: 448600
 Site ID: 493692
 DEC Region: 7
 Spill Date: 2014-04-14
 Spill Number/Closed Date: 1400454 / 2015-04-10
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known releases with no damage. DEC Response: Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: KCKEMP
 Referred To: Not reported
 Reported to Dept: 2014-04-14
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other

MAP FINDINGS

OCD WEP COGEN FACILITY (Continued) S116554459

Cleanup Ceased: 2014-04-14
 Cleanup Meets Std: False
 Last Inspection: 2014-04-14
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2014-04-14
 Spill Record Last Update: 2015-04-10
 Spiller Name: CARY BUSTON
 Spiller Company: ONONDAGA CO DEPT OF WATER ENV PROTECTION
 Spiller Address: 360 HIAWATHA BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller Company: 999
 Contact Name: CARY BUSTON
 Contact Phone: (315) 435-2260
 DEC Memo: N/A 2014 Malfunctioning PCV valve on new generator pu into service over the weekend was spraying oil onto concrete and grass. PCV valve repaired and spill cleaned by Facility personnel. Spill closed.
 Remarks: KCKEMP
 A COUPLE OF OZ ONTO GRASS. C/U PENDING
 Material:
 Site ID: 493692
 Operable Unit ID: 1243205
 Operable Unit: 01
 Material ID: 2243873
 Material Code: 0015
 Material Name: motor oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1.00
 Units: Gallons
 Recovered: 1.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

B9 NNE
 < 1/8
 0.027 mi.
 141 ft.
Relative: Higher
Actual: 378 ft.
 NY Spills S102166506
 N/A
 CAROSEL SHOP CENTER
 OIL CITY, HIAWATHA BLVD
 SYRACUSE, NY
 Site 1 of 4 in cluster B
 SPILLS:
 Facility ID: 8907995
 Facility Type: ER
 DER Facility ID: 260671
 Site ID: 323591
 DEC Region: 7
 Spill Date: 1989-11-11
 Spill Number/Closed Date: 8907995 / 1989-11-13
 Spill Cause: Deliberate
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported

MAP FINDINGS

CAROSEL SHOP CENTER (Continued) S102166506

Reported to Dept: 1989-11-12
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Citizen
 Cleanup Ceased: 1989-11-13
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-11-20
 Spill Record Last Update: 1990-02-06
 Spiller Name: Not reported
 Spiller Company: PYRAMID CO
 Spiller Address: 4 CLINTON SQ
 Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Company: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 11/13/89: INV BY MASUICA AND BRAZELL. 09/28/95: This is additional information about material spilled from the translation of the old spill file: POSSIBLE PCB OIL.*
 Remarks: *CITIZEN CALLED IN THAT HE WAS TOLD THAT WORKERS WERE ASKED TO BURY CONTAINERS WITH POSSIBLE PCB CONTENTS.*
 Material:
 Site ID: 323591
 Operable Unit ID: 935520
 Operable Unit: 01
 Material ID: 562205
 Material Code: 0016A
 Material Name: non PCB oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

B10 ENE
 < 1/8
 0.028 mi.
 148 ft.
Relative: Higher
Actual: 379 ft.
 NY Spills S102164909
 N/A
 BONWIT TELLER
 CAROSEL MALL
 SYRACUSE, NY
 Site 2 of 4 in cluster B
 SPILLS:
 Facility ID: 9108668
 Facility Type: ER
 DER Facility ID: 64296
 Site ID: 67266
 DEC Region: 7
 Spill Date: 1991-11-19

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

BONWIT TELLER (Continued) S102164909

Spill Number/Closed Date: 9108868 / 1991-11-25
 Spill Cause: Deliberate
 Spill Class: Not reported
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1991-11-19
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Affected Persons
 Cleanup Ceased: 1991-11-25
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1991-11-20
 Spill Record Last Update: 1991-11-25
 Spiller Name: Not reported
 Spiller Company: BONWIT TELLER
 Spiller Address: CAROSEL MALL
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 11/25/91. MANAGER OF MALL NOTIFIED OF PROBLEM. INSPECTED SITE AGAIN ON 11/25/91 TO FIND NO ADDITIONAL PROBLEM. 09/28/95. This is additional information about material spilled from the translation of the old spill file: PAINT CLEANER SOLVEN.*
 Remarks: *DUMP PAINT SOLVENT ON GROUND FOR CONVENIENCE. ON PATCH OF GROUND TO LEFT OF SEWAGE EJECTORS.*

Material:
 Site ID: 67266
 Operable Unit ID: 962909
 Operable Unit: 01
 Material ID: 417536
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1.00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

B11 ENA < 1/8 0.028 mi. 148 ft. AREA OF CARACEL MALL HIAWATHA BLVD SYRACUSE, NY NY Spills S105236552 N/A

Site 3 of 4 in cluster B

Relative: Higher
 Actual: 379 ft.

SPILLS:
 Facility ID: 0109045
 Facility Type: ER
 DER Facility ID: 213043
 Site ID: 72868
 DEC Region: 7
 Spill Date: 2001-12-11
 Spill Number/Closed Date: 0109045 / 2001-12-12
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: BFMATTHE
 Referred To: Not reported
 Reported to Dept: 2001-12-11
 CID: 233
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Citizen
 Cleanup Ceased: Not reported
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2001-12-11
 Spill Record Last Update: 2001-12-13
 Spiller Name: Not reported
 Spiller Company: UNK
 Spiller Address: UNK
 Spiller City,St,Zip: UNK, ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was SM 1
 Remarks: *CALLER STATES THAT HE WAS DRIVING THROUGH THE ABOVE AREA AND SMELL A VERY STRONG ODOR IN THE AREA HE IS AWARE THAT ALOT OF REMEDIATION IS IN PROGRESS BUT THE ODOR IS VERY STRONG *

Material:
 Site ID: 72868
 Operable Unit ID: 847346
 Operable Unit: 01
 Material ID: 530259
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

AREA OF CARACEL MALL (Continued) S105236552

Tank Test:

B12 ENA < 1/8 0.028 mi. 148 ft. NIAGRA-MOHAWK KAUFMANS-CAROUSEL MALL SYRACUSE, NY NY Spills S102164773 N/A

Site 4 of 4 in cluster B

Relative: Higher
 Actual: 379 ft.

SPILLS:
 Facility ID: 9104469
 Facility Type: ER
 DER Facility ID: 83291
 Site ID: 92775
 DEC Region: 7
 Spill Date: 1991-07-26
 Spill Number/Closed Date: 9104469 / 1991-08-30
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1991-07-26
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-07-27
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1991-07-26
 Spill Record Last Update: 1991-08-30
 Spiller Name: Not reported
 Spiller Company: NIAGRA-MOHAWK
 Spiller Address: 300 ERIA BLVD.
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 08/30/91. MINERAL OIL, NON-PCB, WAS PRODUCT RELEASED. CLEANUP BY NIAGRA-MOHAWK.*
 Remarks: *TRANSFORMER EXPLODED. MINERAL OIL FROM TRANSFORMER SPILLED WITHIN CONTAINMENT AREA. TO BE EXCAVATED AND REMOVED FROM SITE.*

Material:
 Site ID: 92775
 Operable Unit ID: 958377
 Operable Unit: 01
 Material ID: 423534
 Material Code: 0016A
 Material Name: non PCB oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 110.00

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

NIAGRA-MOHAWK (Continued) S102164773

Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

13 SSE < 1/8 0.031 mi. 163 ft. CONKLN LIMITED 372 W HIAWATHA BLVD SYRACUSE, NY 13290 RCRA-LQG FINDS NY MANIFEST ECHO 1000271373 NYD986870558

Relative: Lower
 Actual: 376 ft.

RCRA-LQG:
 Date form received by agency: 05/12/2014
 Facility name: CONKLN LIMITED
 Facility address: 372 W HIAWATHA BLVD SYRACUSE, NY 13290
 EPA ID: NYD986870558
 Mailing address: DESTINY USA DR SYRACUSE, NY 13204
 Contact: ROBERT J SCHOENECK
 Contact address: DESTINY USA DR SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: (315) 466-6000
 Telephone ext.: 6639
 Contact email: RJS@DESTINYUSA.COM
 EPA Region: 02
 Classification: Large Quantity Generator
 Description: Handler; generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:
 Owner/operator name: CONKLN LIMITED
 Owner/operator address: W HIAWATHA BLVD SYRACUSE, NY 13290
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 01/01/1900
 Owner/Op end date: Not reported
 Owner/operator name: CONKLN LIMITED
 Owner/operator address: W HIAWATHA BLVD

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

SYRACUSE, NY 13290
 Owner/operator country: US
 Owner/operator telephone: (315) 466-6000
 Legal status: Private
 Owner/operator Type: Owner
 Owner/Op start date: 01/01/1900
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Historical Generators:
 Date form received by agency: 09/12/2012
 Site name: CONKLIN LTD
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 02/10/2010
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART.

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

(LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 02/19/2008
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 01/01/2007
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 01/24/2006
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 01/23/2006
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 07/15/2004
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART. (LEACHATE RESULTING FROM THE MANAGEMENT OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE CODE(S): F020, F021, F022, F023, F026, F027, AND/OR F028.)

Date form received by agency: 03/01/2002
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator
 Waste code: F039
 Waste name: LEACHATE RESULTING FROM THE TREATMENT, STORAGE, OR DISPOSAL OF WASTES CLASSIFIED BY MORE THAN ONE WASTE CODE UNDER SUBPART D, OR FROM A MIXTURE OF WASTES CLASSIFIED UNDER SUBPARTS C AND D OF THIS PART.

Date form received by agency: 01/01/2001

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator

Date form received by agency: 03/29/1996
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator

Date form received by agency: 03/13/1996
 Site name: CONKLIN LIMITED
 Classification: Large Quantity Generator

Date form received by agency: 06/16/1988
 Site name: CONKLIN LTD
 Classification: Large Quantity Generator

Waste code: F001
 Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F002
 Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F003
 Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F005
 Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

Biennial Reports:
 Last Biennial Reporting Year: 2013

Annual Waste Handled:
 Waste code: F039
 Waste name: LEACHATE (LIQUIDS THAT HAVE PERCOLATED THROUGH LAND DISPOSED WASTES) RESULTING FROM THE DISPOSAL OF MORE THAN ONE RESTRICTED WASTE CLASSIFIED AS HAZARDOUS UNDER SUBPART D OF THIS PART. (LEACHATE RESULTING FROM THE DISPOSAL OF ONE OR MORE OF THE FOLLOWING EPA HAZARDOUS WASTES AND NO OTHER HAZARDOUS WASTES RETAINS ITS HAZARDOUS WASTE NUMBER(S): F020, F021, F022, F026, F027, AND/OR F028.)
 Amount (Lbs): 157181

Violation Status: No violations found

FINDS:

Registry ID: 110000892259

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

HAZARDOUS WASTE BIENNIAL REPORTER

NY MANIFEST:
 Country: USA
 EPA ID: NYD986870558
 Facility Status: Not reported
 Location Address 1: 372 W HIAWATHA BLVD
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPA ID: NYD986870558
 Mailing Name: CONKLIN LIMITED INC
 Mailing Contact: ROBERT SCHOENECK - EXT213
 Mailing Address 1: 9090 DESTINY USA DR
 Mailing Address 2: ATTN: ROBERT SCHOENECK
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154666000

CONKLIN LIMITED (Continued)

1000271373

NY MANIFEST:
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 10/30/2013
 Trans1 Recv Date: 10/30/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/21/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 009593211JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 4900
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 08/14/2013
 Trans1 Recv Date: 08/14/2013

CONKLIN LIMITED (Continued)

1000271373

Trans2 Recv Date: Not reported
 TSD Site Recv Date: 08/15/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 009593212JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Quantity: 4600
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 05/23/2013
 Trans1 Recv Date: 05/23/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/24/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported

CONKLIN LIMITED (Continued)

1000271373

Manifest Tracking Number: 009593213JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 4600
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 05/08/2013
 Trans1 Recv Date: 05/08/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/09/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 009593214JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported

CONKLIN LIMITED (Continued)

1000271373

Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Quantity: 4450
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 10/03/2012
 Trans1 Recv Date: 10/03/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/04/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 009593205JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Quantity: 5000.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986969947
Trans2 State ID: Not reported
Generator Ship Date: 11/14/2012
Trans1 Recv Date: 11/14/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/15/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 009593206JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Quantity: 4000.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: NYD986969947
Trans2 State ID: Not reported
Generator Ship Date: 05/15/2012
Trans1 Recv Date: 05/15/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/16/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 009593215JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Quantity: 4400.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: NYD986969947

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Trans2 State ID: Not reported
Generator Ship Date: 04/18/2011
Trans1 Recv Date: 04/18/2011
Trans2 Recv Date: Not reported
TSD Site Recv Date: 04/19/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 00430819JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 4398.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: NYD986969947
Trans2 State ID: Not reported
Generator Ship Date: 05/26/2011
Trans1 Recv Date: 05/26/2011
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/27/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 00430819JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 4500.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill.
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: NYD986959947
Trans2 State ID: Not reported
Generator Ship Date: 08/24/2011
Trans1 Recv Date: 08/24/2011
Trans2 Recv Date: Not reported
TSD Site Recv Date: 08/25/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 00430819JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N

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MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Quantity: 5000.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD986989847
 Trans2 State ID: Not reported
 Generator Ship Date: 05/19/2010
 Trans1 Recv Date: 05/19/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/20/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004308186JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 4000.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD986959947
 Trans2 State ID: Not reported
 Generator Ship Date: 07/13/2010
 Trans1 Recv Date: 07/13/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/14/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004308187JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 4000.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1.0

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 11/17/2010
 Trans1 Recv Date: 11/17/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/18/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004308188JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Quantity: 4200.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported

MAP FINDINGS

CONKLIN LIMITED (Continued) 1000271373

seq: Not reported
 Year: 2009
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 07/30/2009
 Trans1 Recv Date: 07/30/2009
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/31/2009
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD986870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD020273819
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004308184JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 4500.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill.
 Specific Gravity: 1.0
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2009
 Trans1 State ID: NYD986969947
 Trans2 State ID: Not reported
 Generator Ship Date: 10/21/2009
 Trans1 Recv Date: 10/21/2009
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/22/2009
 Part A Recv Date: Not reported

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 004308185JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: Y
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Quantity: 3947.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009
Trans1 State ID: NYD986989947
Trans2 State ID: Not reported
Generator Ship Date: 05/11/2009
Trans1 Recv Date: 05/11/2009
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/12/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 004308183JJK
Import Indicator: N
Export Indicator: N

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Discr Quantity Indicator: Y
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Quantity: 4273.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2008
Trans1 State ID: NYD986989947
Trans2 State ID: Not reported
Generator Ship Date: 09/24/2008
Trans1 Recv Date: 09/24/2008
Trans2 Recv Date: Not reported
TSD Site Recv Date: 09/25/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 000293692JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Waste Code: Not reported
Quantity: 4000.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2008
Trans1 State ID: NYD986989947
Trans2 State ID: Not reported
Generator Ship Date: 04/24/2008
Trans1 Recv Date: 04/24/2008
Trans2 Recv Date: Not reported
TSD Site Recv Date: 04/25/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 000293698JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: Y
Discr Type Indicator: Y
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Quantity: 4043.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0

TC04679424.2r Page 137

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

CONKLIN LIMITED (Continued)

1000271373

Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: D002
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2008
Trans1 State ID: NYD986989947
Trans2 State ID: Not reported
Generator Ship Date: 06/12/2008
Trans1 Recv Date: 06/12/2008
Trans2 Recv Date: Not reported
TSD Site Recv Date: 06/13/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986870558
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: OHD020273819
TSDF ID 2: Not reported
Manifest Tracking Number: 000293691JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: Y
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H134
Waste Code: Not reported
Quantity: 4139.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill
Specific Gravity: 1.0
Waste Code: F039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

TC04679424.2r Page 138

CONKLIN LIMITED (Continued)

1000271373

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2007
 Trans1 State ID: NYD08696947
 Trans2 State ID: Not reported
 Generator Ship Date: 05/03/2007
 Trans1 Recv Date: 05/03/2007
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/04/2007
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD086870558
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDP ID 1: OHD020273819
 TSDP ID 2: Not reported
 Manifest Tracking Number: 00293687JJK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H134
 Waste Code: Not reported
 Quantity: 5000
 Units: G - Gallons (liquids only) (8.3 pounds)
 Number of Containers: 1
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: L Landfill
 Specific Gravity: 1
 Waste Code: F039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Click this hyperlink while viewing on your computer to access 104 additional NY_MANIFEST: record(s) in the EDR Site Report.

ECHO: Envtd: 1000271373
 Registry ID: 110000892259
 DFR URL: http://echo.epa.gov/detailled_facility_report?fid=110000892259

C14 OIL CITY/CAROUSEL CENTER - SITE 7
 East < 1/8 0.041 mi. 215 ft.
 Site 1 of 5 in cluster C

NY BROWNFIELDS S11281858 N/A

Relative: Higher
 Actual: 379 ft.
 Program: BCP
 Site Code: 450311
 Acres: 26.7
 HW Code: C734135
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 06/10/2011
 Record Updated Date: 03/21/2016
 Update By: HDWARNER
 Site Description: Location: Destiny USA Brownfield Cleanup Program (BCP) Site 7 is located in an urban area of Onondaga County at 311-71 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 27 acres in the eastern portion of the lands generally referred to as "Oil City", south of Hiawatha Boulevard. Site 7 is located between Solar Street and RT 81 and is bounded to the northwest by Hiawatha Blvd and to southeast by BCP Site 9 (C734137). The site is comprised of three parcels formerly owned by: Sunoco (SUN-1), Atlantic Oil (SUN-2), and Alaskan Oil (Alaskan-22). Site 7 is located within the overall boundaries of the Destiny BCP Project Area which is generally bounded by: Interstate 81 to the north and northeast; Onondaga Lake to the north and northwest; the NYS Barge Canal to the west and southwest; and Bear Street to the south and southeast. The Destiny BCP Project Area consists of eight additional contiguous BCP sites. Site Features: The site currently consist of approximately 937,000 square-feet of paved auxiliary parking lots for the Destiny USA mall and expansion (BCP Site No. C734104). The site contains two stormwater collection basins with several covered shuttle bus canopies. There are no existing buildings on the site. Current Zoning/Use: The site is currently inactive and is zoned for Class B industrial use by the City of Syracuse. Land uses surrounding the site generally consist of commercial properties, with the Destiny USA mall complex located across Hiawatha Blvd to the west and Destiny BCP Site C734134 (Site 6) located across Solar Street to the south. The Onondaga County Metropolitan Sewerage Treatment Plant is located across the Barge Canal to the southwest. Historical Uses: Since 2008, Site 7 has been used as a group of surface parking lots and associated driveway areas for Carousel Center. Prior to that a portion of the properties were used as oil storage tank farms for the following oil companies: Sunoco, Atlantic, and Alaskan. Prior uses that appear to have led to site contamination include: oil storage in above ground storage tanks and below ground pipelines. Following the removal of numerous aboveground petroleum storage tanks (circa 1989-2005), the original property owners conducted property-specific investigations and remedial actions. The investigations revealed contamination primarily consisting of petroleum volatile and semi-volatile organic compounds. The remediation efforts generally included property-specific excavations at depths ranging from 2 to 8 feet below grade. Approximately 13,000 cubic yards (CY) of soil were excavated from the Sunoco and Atlantic parcels. These soils were stockpiled on NYSDOC BCP Site C734136 (Site 8) where they were subsequently partially treated by bioremediation (the treatment of contaminated soil with microorganisms that breakdown the

OIL CITY/CAROUSEL CENTER - SITE 7 (Continued)

S11281858

contaminants). Other treatment technologies that were implemented across the site included the injection of air and/or ozone into the subsurface to break down the organic contaminants in soil and groundwater. In 2008, Destiny expanded the groundwater monitoring system, and groundwater monitoring continues to date. Site Geology: Surface deposits at Site 6 consist of up to 35 feet of various manmade fill materials consisting of silt, sand, and gravel intermixed with C&D debris, scrap metal, wood, brick, etc.; and in some locations, Solway Process Waste (calcium-rich deposits). Underlying the fill materials are the truly native soil or unconsolidated deposits that were present at and beneath the ground surface prior to development of the area. These include salt marsh deposits, including marl, shells, and peat; Deltaic sand and gravel deposits exceeding 100 feet in thickness; Lacustrine (Lake) fine-grained silt and clay deposits; glacial outwash sand and gravel deposits that vary in thickness from less than 5 feet to more than 130 feet; and a relatively thin glacial till deposit consisting of silt, sand, gravel, and cobbles. Bedrock below the site consists of aged weathered shale and is located more than 200 feet below ground surface. Groundwater beneath the site is generally shallow, encountered at depths of 1.5 to 7 feet, and flows in a southwesterly direction towards the NYS Barge Canal. The Barge Canal flows into Onondaga Lake approximately 900 feet downgradient. Groundwater mounds have been identified on the western portion of the Sun 1 parcel. Based on investigations conducted to date, the primary contaminants of concern at the site are petroleum-related volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals. Soil - VOC compounds that exceed Restricted Residential Soil Cleanup Objectives (SCOs) include benzene, ethylbenzene, 1,2,4-trimethylbenzene and 1,3,5-trimethylbenzene. SVOC compounds that exceed Restricted Residential SCOs include benz(a)anthracene, benz(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, indeno(1,2,3-cd)pyrene, and phenanthrene. Metals that exceed commercial SCOs include arsenic, cadmium, copper, mercury, and zinc. The majority of SCD exceedances occur on the northern portion of the Former SUN-1 parcel, at depths ranging from 4 to approximately 11 feet below ground surface (bgs). Areas of grossly contaminated petroleum impacted soil are also present on the SUN-1 parcel. Off-site migration of contaminants has not significantly impacted off-site soil quality. Groundwater - Groundwater beneath the site is predominantly contaminated with petroleum-related VOC compounds. VOC compounds that exceed NYS TOGS regulatory standards include benzene, ethylbenzene, butylbenzenes, propylbenzenes, trimethylbenzenes, toluene, xylene, and naphthalene. VOCs were exceeded in 11 of the 18 onsite wells. Cadmium, lead, and zinc were the only metal compounds that exceeded regulatory values in one well located on the northern portion of the SUN-1 parcel. Petroleum odor was noted in two monitoring wells located on the northern portion of SUN-1. Contaminated groundwater migrates south offsite onto adjacent BCP Site 6 (C734134). Soil Vapor - there were 26 VOC compounds, the majority of which were petroleum-related, detected in the six soil vapor points installed on the SUN-1 parcel. Benzene was detected in all six soil vapor points at a maximum concentration of 690 ug/m3. Special Resources Impacted/Treated: Drinking water in the area of the site is provided via a municipal treatment facility. The site is located in a predominantly commercial/industrial area with no significant impact to fish or wildlife. The Draft Remedial

OIL CITY/CAROUSEL CENTER - SITE 7 (Continued)

S11281858

Investigation Report (RIR) was submitted to the Department in August 2013. A revised RIR was submitted in February 2016 and is currently under review. Health Problem: The NYSDOH will evaluate the potential for impacts to public health from exposure to site-related contaminants once sufficient information from the investigation of the site becomes available for review.
 D15 SOLAR ST & HIAWATHA BLVD
 SSW < 1/8 0.044 mi. 232 ft.
 Site 1 of 8 in cluster D
 Relative: Lower
 Actual: 375 ft.
 Facility ID: 9907858
 Facility Type: EP
 DER Facility ID: 213043
 Site ID: 136872
 DEC Region: 7
 Spill Date: 1999-09-29
 Spill Number/Closed Date: 9907858 / 1999-09-29
 Spill Cause: Housekeeping
 Spill Class: Possible release with minimal potential for fire or hazard or known release with no damage. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1999-09-29
 CID: 211
 Water Affected: Not reported
 Spill Volume: Commercial/Industrial
 Spiller Address: Not reported
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1999-09-29
 Spill Record Last Update: 1999-09-29
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City, St, Zip: NY
 Spiller Company: 999
 Contact Name: SYRACUSE PD
 Contact Phone: (315) 435-8884
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN.*
 Remarks: *CALLER STATES THERE IS A CRACK ON SITE USING TORCHES TO CUT APART ABANDONED STORAGE TANKS - APPARENTLY TORCH CAUGHT RUBBER MEMBRANE ON FLOOR - UNK IF STORAGE TANKS ARE EMPTY OR IF ANY PRODUCT HAS LEAKED*
 Material: Site ID: 136872
 Operable Unit ID: 1082145
 Operable Unit: 01

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Contact email: BREID@CIANBRO.COM
 EPA Region: 02
 Classification: Small Small Quantity Generator
 Description: Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:
 Owner/operator name: DESTINY
 Owner/operator address: CLINTON SQUARE SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 01/01/2007
 Owner/Op end date: Not reported

Owner/operator name: CIANBRO CORP DESTINY PROJECT
 Owner/operator address: Not reported
 Owner/operator country: Not reported
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 02/01/2008
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Waste code: D001
 Waste name: IGNITABLE WASTE

Waste code: D039
 Waste name: TETRACHLOROETHYLENE

Waste code: F002
 Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE.

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

CHLORO BENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE: ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Historical Generators:
 Date form received by agency: 04/03/2008
 Site name: CONTRACTOR LAYDOWN YARD
 Classification: Small Quantity Generator

Date form received by agency: 01/01/2006
 Site name: BUCKEYE TANK TERMINALS, L.P.
 Classification: Not a generator, verified

Date form received by agency: 08/18/1980
 Site name: BUCKEYE TANK TERMINALS, L.P.
 Classification: Not a generator, verified

Waste code: D001
 Waste name: IGNITABLE WASTE

Violation Status: No violations found

MOSF:
 Facility ID: 7-1440
 Program Type: MOSF
 Tank Status: Unregulated/Closed
 Expiration Date: Not reported
 Dec Region: 7
 UTM X: 404696.00389
 UTM Y: 4768902.04851

TANKS:
 Facility Id: 7-601042
 Region: STATE
 DEC Region: 7
 Site Status: Inactive
 Program Type: FBS
 Expiration Date: N/A
 UTM X: 404695.97274
 UTM Y: 4768903.89026

FINDS:
 Registry ID: 110001589399

Environmental Interest/Information System
 RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Manifest Details:
 Year: 2008
 Manifest Number: 000885847FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYD010759025
 Generator Date: 04/10/2008
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 860-250-0484
 TSD EPA Id: PAD067098822
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DRIVE LEWISBERRY
 TSD Facility City: PA
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: F002
 Container Number: 7
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 385
 Unit: Gallons (liquids only)
 Handling Code: Not reported
 TSP EPA Id: Not reported
 Date TSP Sig: Not reported

Year: 2008
 Manifest Number: 000885847FLE
 Manifest Type: TSD Copy
 Generator EPA Id: NYD010759025
 Generator Date: 04/10/2008
 Mailing Address: Not reported
 Mailing City,St,Zip: Not reported
 Contact Name: Not reported
 Contact Phone: 860-250-0484
 TSD EPA Id: PAD067098822
 TSD Date: Not reported
 TSD Facility Name: CYCLE CHEM INC
 TSD Facility Address: 550 INDUSTRIAL DRIVE LEWISBERRY
 TSD Facility City: PA
 TSD Facility State: PA
 Facility Telephone: Not reported
 Page Number: 1
 Line Number: 1
 Waste Number: D039
 Container Number: 7
 Container Type: Metal drums, barrels, kegs
 Waste Quantity: 385
 Unit: Gallons (liquids only)
 Handling Code: Not reported
 TSP EPA Id: Not reported
 Date TSP Sig: Not reported

NY MANIFEST:

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Country: USA
 EPA ID: NYP000899062
 Facility Status: Not reported
 Location Address 1: 401 HIAWATHA BOULEVARD
 Code: BF
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYP000899062
 Y A D
 Mailing Contact: DONALD E FLETCHER
 Mailing Address 1: 401 HIAWATHA BOULEVARD
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154227000

NY MANIFEST:
 Document ID: NYB1762866
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans 1 State ID: NYSFB2740
 Trans 2 State ID: Not reported
 Generator Ship Date: 08/17/1990
 Trans 1 Recv Date: 08/17/1990
 Trans 2 Recv Date: / /
 TSD Site Recv Date: 08/17/1990
 Part A Recv Date: 11/15/1990
 Part B Recv Date: 09/04/1990
 Generator EPA ID: NYP000899062
 Trans 1 EPA ID: NYD980761191
 Trans 2 EPA ID: Not reported
 TSD ID 1: NYD057770109
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00400
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100

Document ID: NYB1760535
Manifest Status: K
seq: Not reported
Year: 1990
Trans1 State ID: Not reported
Trans2 State ID: AH4527
Generator Ship Date: 07/06/1990
Trans1 Recv Date: 07/06/1990
Trans2 Recv Date: //
TSD Site Recv Date: 07/09/1990
Part A Recv Date: 02/08/1991
Part B Recv Date: 08/15/1990
Generator EPA ID: NYP000899062
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSD ID 1: NYD057770109
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility RCRA ID: Not reported
MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Quantity: 02300
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100

Document ID: NYB1760526
Manifest Status: K
seq: Not reported
Year: 1990

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Trans1 State ID: CR6700NY
Trans2 State ID: Not reported
Generator Ship Date: 07/06/1990
Trans1 Recv Date: 07/06/1990
Trans2 Recv Date: //
TSD Site Recv Date: 07/09/1990
Part A Recv Date: 02/08/1991
Part B Recv Date: 08/15/1990
Generator EPA ID: NYP000899062
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSD ID 1: NYD057770109
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility RCRA ID: Not reported
MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Quantity: 02200
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100

Country: USA
EPA ID: NYD010759025
Facility Status: Not reported
Location Address 1: 401 HIAWATHA BLVD
Code: BF
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYD010759025
Mailing Name: CAROUSEL CENTER - DESTINY
Mailing Contact: BRIDGET REID
Mailing Address 1: 9495 CAROUSEL CENTER DR
Mailing Address 2: Not reported
Mailing City: SYRACUSE

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Mailing State: NY
Mailing Zip: 13290
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: Not reported

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009
Trans1 State ID: NYR000115733
Trans2 State ID: Not reported
Generator Ship Date: 03/11/2009
Trans1 Recv Date: 03/11/2009
Trans2 Recv Date: Not reported
TSD Site Recv Date: 03/23/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD010759025
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 002474153FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility RCRA ID: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 42.0
Units: K - Kilograms (2.2 pounds)
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: E002
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

seq: Not reported
Year: 2008
Trans1 State ID: NYR000115733
Trans2 State ID: NYD980761191
Generator Ship Date: 04/10/2008
Trans1 Recv Date: 04/10/2008
Trans2 Recv Date: 04/15/2008
TSD Site Recv Date: 04/15/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD010759025
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: PAD067098822
TSD ID 2: Not reported
Manifest Tracking Number: 000885847FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility RCRA ID: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 385.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 7.0
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill
Specific Gravity: 1.0
Waste Code: D039
Waste Code 1_2: F002
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: NYB1816236
Manifest Status: K
seq: Not reported
Year: 1990
Trans1 State ID: 33056V
Trans2 State ID: Not reported
Generator Ship Date: 03/09/1990
Trans1 Recv Date: 03/09/1990
Trans2 Recv Date: //
TSD Site Recv Date: 03/13/1990
Part A Recv Date: 03/26/1990

CONTRACTOR LAYDOWN YARD (Continued)

1000270045

Part B Recv Date: 04/18/1990
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Document ID: NYB1816245
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 03/15/1990
 Trans1 Recv Date: 03/15/1990
 Trans2 Recv Date: 03/15/1990
 TSD Site Recv Date: 03/16/1990
 Part A Recv Date: 04/11/1990
 Part B Recv Date: 03/28/1990
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported

CONTRACTOR LAYDOWN YARD (Continued)

1000270045

Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 00220
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 007
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYB1816200
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 02/26/1990
 Trans1 Recv Date: 02/26/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 02/26/1990
 Part A Recv Date: 03/18/1990
 Part B Recv Date: 03/15/1990
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD057770109
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

CONTRACTOR LAYDOWN YARD (Continued)

1000270045

Document ID: NYB1816551
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: 33056V
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/1990
 Trans1 Recv Date: 02/12/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 02/14/1990
 Part A Recv Date: 02/28/1990
 Part B Recv Date: 03/14/1990
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 03600
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100
 Document ID: NYA5305257
 Manifest Status: C
 seq: Not reported
 Year: 1987
 Trans1 State ID: LIC#40897
 Trans2 State ID: Not reported
 Generator Ship Date: 10/13/1987
 Trans1 Recv Date: 10/13/1987
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/14/1987
 Part A Recv Date: 10/20/1987
 Part B Recv Date: 10/23/1987
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported

CONTRACTOR LAYDOWN YARD (Continued)

1000270045

TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01400
 Units: P - Pounds
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 100
 Document ID: NYA3715413
 Manifest Status: K
 seq: Not reported
 Year: 1987
 Trans1 State ID: LIC#58517
 Trans2 State ID: Not reported
 Generator Ship Date: 03/10/1987
 Trans1 Recv Date: 03/10/1987
 Trans2 Recv Date: / /
 TSD Site Recv Date: 03/11/1987
 Part A Recv Date: 04/30/1987
 Part B Recv Date: 04/30/1987
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: PAD084770023
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Waste Code: Not reported
Quantity: 06142
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: B Incineration, heat recovery, burning, 085
Specific Gravity:

Document ID: NYO1958058
Manifest Status: C
seq: Not reported
Year: 1983
Trans1 State ID: NYPA053
Trans2 State ID: Not reported
Generator Ship Date: 01/11/1983
Trans1 Recv Date: 01/11/1983
Trans2 Recv Date: / /
TSD Site Recv Date: 01/10/1983
Part A Recv Date: 01/19/2003
Part B Recv Date: 01/19/2003
Generator EPA ID: NYD010759025
Trans1 EPA ID: PAD002330165
Trans2 EPA ID: Not reported
TSD ID 1: PAD002330165
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Waste Code: Not reported
Quantity: 15720
Units: P - Pounds
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100

Document ID: NYO1161765
Manifest Status: A
seq: Not reported

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Year: 1982
Trans1 State ID: NYPA053
Trans2 State ID: Not reported
Generator Ship Date: 03/25/1982
Trans1 Recv Date: 03/25/1982
Trans2 Recv Date: / /
TSD Site Recv Date: / /
Part A Recv Date: / /
Part B Recv Date: / /
Generator EPA ID: NYD010759025
Trans1 EPA ID: PAD002330165
Trans2 EPA ID: PAD002330165
TSD ID 1: PAD002330165
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00200
Units: P - Pounds
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: Not reported
Specific Gravity: 100

Waste Code: Not reported
Quantity: 00160
Units: P - Pounds
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: Not reported
Specific Gravity: 100

Document ID: NYO1344267
Manifest Status: C
seq: Not reported
Year: 1982
Trans1 State ID: NYPA053
Trans2 State ID: Not reported
Generator Ship Date: 06/22/1982

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Trans1 Recv Date: 06/22/1982
Trans2 Recv Date: / /
TSD Site Recv Date: 06/23/1982
Part A Recv Date: / /
Part B Recv Date: / /
Generator EPA ID: NYD010759025
Trans1 EPA ID: PAD002330165
Trans2 EPA ID: PAD002330165
TSD ID 1: PAD002330165
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Waste Code: Not reported
Quantity: 09600
Units: P - Pounds
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100

Document ID: NYO1958022
Manifest Status: C
seq: Not reported
Year: 1982
Trans1 State ID: 9A056
Trans2 State ID: Not reported
Generator Ship Date: 09/22/1982
Trans1 Recv Date: 09/22/1982
Trans2 Recv Date: / /
TSD Site Recv Date: 09/22/1982
Part A Recv Date: / /
Part B Recv Date: / /
Generator EPA ID: NYD010759025
Trans1 EPA ID: NYD002131860
Trans2 EPA ID: Not reported
TSD ID 1: NYD002131860
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 02000
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100

Document ID: NYO1958049
Manifest Status: C
seq: Not reported
Year: 1982
Trans1 State ID: NYPA053
Trans2 State ID: Not reported
Generator Ship Date: 10/05/1982
Trans1 Recv Date: 10/05/1982
Trans2 Recv Date: / /
TSD Site Recv Date: 10/06/1982
Part A Recv Date: / /
Part B Recv Date: / /
Generator EPA ID: NYD010759025
Trans1 EPA ID: PAD002330165
Trans2 EPA ID: PAD002330165
TSD ID 1: PAD002330165
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D002 - NON-LISTED CORROSIVE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 03200
Units: P - Pounds

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYO1344042
 Manifest Status: C
 seq: Not reported
 Year: 1980-1981
 Trans1 State ID: 9A056
 Trans2 State ID: Not reported
 Generator Ship Date: 11/10/1981
 Trans1 Recv Date: 11/10/1981
 Trans2 Recv Date: //
 TSD Site Recv Date: 11/10/1981
 Part A Recv Date: //
 Part B Recv Date: //
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD002131860
 Trans2 EPA ID: NYD002131860
 TSDF ID 1: NYD002131860
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 05600
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: Not reported
 Specific Gravity: 100

Document ID: NYO1344051
 Manifest Status: K
 seq: Not reported
 Year: 1980-1981
 Trans1 State ID: 9A056
 Trans2 State ID: 9A056
 Generator Ship Date: 11/12/1981
 Trans1 Recv Date: 11/12/1981
 Trans2 Recv Date: 11/12/1981
 TSD Site Recv Date: 11/12/1981

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Part A Recv Date: //
 Part B Recv Date: //
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD002131860
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD002131860
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05600
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: Not reported
 Specific Gravity: 100

Document ID: NYO1344069
 Manifest Status: C
 seq: Not reported
 Year: 1980-1981
 Trans1 State ID: 9A056
 Trans2 State ID: 9A056
 Generator Ship Date: 11/17/1981
 Trans1 Recv Date: 11/17/1981
 Trans2 Recv Date: 11/17/1981
 TSD Site Recv Date: 11/17/1981
 Part A Recv Date: //
 Part B Recv Date: //
 Generator EPA ID: NYD010759025
 Trans1 EPA ID: NYD002131860
 Trans2 EPA ID: NYD002131860
 TSDF ID 1: NYD002131860
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported

MAP FINDINGS

CONTRACTOR LAYDOWN YARD (Continued) 1000270045

Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: Not reported
 Specific Gravity: 100

ECHO:
 Envid: 1000270045
 Registry ID: 110001589399
 DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110001589399

D21 South < 1/8 0.055 mi. 288 ft. Relative: Lower Actual: 375 ft.

YAD-PCO TERMINAL FACILITY 401 HIAWATHA BOULEVARD SYRACUSE, NY 13204 NY MOSF UST NY MOSF AST S102634068 N/A

Site 6 of 8 in cluster D

MOSF UST:
 Id/Status: 7-1440 / NO LONGER A MAJOR FACILITY
 SWIS Code: 31
 Facility Town: SYRACUSE
 Contact Phone: (315) 472-7000
 Emergency Contact: BRUCE KENAN
 Emergency Telephone: (315) 422-7000
 CBS Number: Not reported
 SPDES Num: 0-025836
 Total Tanks: 0
 Total Capacity: 0
 Avg Throughput: 0
 License Stat: Not reported
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Prod Xfer Options: Pipeline
 Expiration Date: //
 Applic Rcvd: 03/11/1996
 Operator: BRUCE KENAN
 Owner Name: PYRAMID COMPANY OF ONONDAGA
 Owner Address: 4 CLINTON SQUARE SYRACUSE, NY 13202
 Owner City,St,Zip: SYRACUSE, NY 13202
 Owner Telephone: (315) 422-7000
 Owner Type: Corporate/Commercial
 Owner Status: 2
 Owner Mark: Fourth Owner
 Mail To Name: PYRAMID COMPANY OF ONONDAGA
 Mail To Address: 4 CLINTON SQUARE
 Mail To Address 2: Not reported

MAP FINDINGS

YAD-PCO TERMINAL FACILITY (Continued) S102634068

Mail City,St,Zip: SYRACUSE, NY 13202-
 Mail To Contact: BRUCE KENAN
 Mail To Telephone: (315) 422-7000
 Legal Agent Name: SHANLEY, SWEENEY & REILLY
 Legal Agent Address: 10 THURLOW TERRACE
 Legal Agent City,St,Zip: ALBANY, NY 12203-
 Date Filed: Not reported
 Latitude: 43031
 Longitude: 76101

Tank ID: OWS-1
 Tank Location: UNDERGROUND
 Install Date: 0000
 Capacity (Gal): 1000
 Product: EMPTY
 Tank Status: 0
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: None
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: STEEL/IRON
 Pipe Internal: None
 Pipe External: None
 Second Contain: None
 Leak Detection: None
 Overfill Protection: None
 Dispenser: Suction
 Test Date: Not reported
 Date Closed: 11/96
 Status of Data: Complete
 Inspected Date: //
 Inspector Initials: Not reported
 Inspector Status: Not reported
 Pipe Flag: False
 License Issued: //
 Vessel Id: Not reported
 Renew Flag: True
 Renew Date: 11/03/1995
 Federal Id No: Not reported
 COI Date: //

Tank ID: VR-1
 Tank Location: UNDERGROUND
 Install Date: 12/81
 Capacity (Gal): 8000
 Product: EMPTY
 Tank Status: 0
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: None
 Pipe Location: Aboveground
 Pipe Type: STEEL/IRON
 Pipe Internal: None
 Pipe External: None
 Second Contain: Remote Impounding Area
 Leak Detection: None

MAP FINDINGS

YAD-PCO TERMINAL FACILITY (Continued) S102634068

Overfill Protection: 24
 Dispenser: Suction
 Test Date: Not reported
 Date Closed: 00/00
 Status of Data: Complete
 Inspected Date: //
 Inspector Initials: Not reported
 Inspector Status: Not reported
 Pipe Flag: False
 License Issued: //
 Vessel ID: Not reported
 Renew Flag: True
 Renew Date: 11/03/1995
 Federal ID No: Not reported
 COI Date: //

MOSF AST:
 MOSF Number: 7-1440
 SWIS Code: 31
 Facility Town: SYRACUSE
 Facility Phone: (315) 472-7000
 Emergency Contact Name: BRUCE KENAN
 Emergency Contact Phone: (315) 422-7000
 Total Tanks: 0
 Total Capacity: 0
 Daily Throughput: 0
 License Status: Not reported
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Product Transfer Operation: Pipeline
 Facility Status: ABANDONED/REMOVED
 Operator Name: BRUCE KENAN
 Owner Name: PYRAMID COMPANY OF ONONDAGA
 Owner Address: 4 CLINTON SQUARE
 Owner City,St,Zip: SYRACUSE, NY 13202
 Owner Phone: (315) 422-7000
 Owner Type: Corporate/Commercial
 Owner Status: 2
 Owner Mark: Fourth Owner
 Mailing Name: PYRAMID COMPANY OF ONONDAGA
 Mailing Address: 4 CLINTON SQUARE
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13202
 Mailing Contact: BRUCE KENAN
 Mailing Phone: (315) 422-7000
 Legal Agent Name: SHANLEY, SWEENEY & REILLY
 Legal Agent Address: 10 THURLOW TERRACE
 Legal Agent City,St,Zip: ALBANY, NY 12203-
 LIC Expires: //

Tank ID: 2120
 Tank Location: ABOVEGROUND
 Install Date: 00/26
 Product: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination

MAP FINDINGS

YAD-PCO TERMINAL FACILITY (Continued) S102634068

Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Earthen Dike
 Leak Detection: 30
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 07/90
 Date Closed: 11/96
 Status of Data: Complete
 Capacity (gal): 403956
 Lat/Long: 43/03 / 76/10
 Federal ID: Not reported
 Inspected Date: //
 Inspector: Not reported
 Renew Date: 11/03/1995
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: //

Date License Issued: //
 Date License Application Received: 03/11/1996
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-025836
 Date Legal Agent Filed with Secretary of State: Not reported

Tank ID: 2121
 Tank Location: ABOVEGROUND
 Install Date: 00/27
 Product: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Earthen Dike
 Leak Detection: 30
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 07/90
 Date Closed: 11/96
 Status of Data: Complete
 Capacity (gal): 211596
 Lat/Long: 43/03 / 76/10
 Federal ID: Not reported
 Inspected Date: //
 Inspector: Not reported
 Renew Date: 11/03/1995
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True

MAP FINDINGS

YAD-PCO TERMINAL FACILITY (Continued) S102634068

Tank Status: 0
 COI Date: //

Date License Issued: //
 Date License Application Received: 03/11/1996
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-025836
 Date Legal Agent Filed with Secretary of State: Not reported

Tank ID: 2122
 Tank Location: ABOVEGROUND
 Install Date: 00/00
 Product: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Earthen Dike
 Leak Detection: 30
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 07/90
 Date Closed: 11/96
 Status of Data: Complete
 Capacity (gal): 782426
 Lat/Long: 43/03 / 76/10
 Federal ID: Not reported
 Inspected Date: //
 Inspector: Not reported
 Renew Date: 11/03/1995
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: //

Date License Issued: //
 Date License Application Received: 03/11/1996
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-025836
 Date Legal Agent Filed with Secretary of State: Not reported

Tank ID: 2123
 Tank Location: ABOVEGROUND
 Install Date: 00/53
 Product: KEROSENE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31

MAP FINDINGS

YAD-PCO TERMINAL FACILITY (Continued) S102634068

Secondary Containment: Earthen Dike
 Leak Detection: 30
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 07/90
 Date Closed: 11/96
 Status of Data: Complete
 Capacity (gal): 1754676
 Lat/Long: 43/03 / 76/10
 Federal ID: Not reported
 Inspected Date: //
 Inspector: Not reported
 Renew Date: 11/03/1995
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: //

Date License Issued: //
 Date License Application Received: 03/11/1996
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-025836
 Date Legal Agent Filed with Secretary of State: Not reported

Tank ID: 2125
 Tank Location: ABOVEGROUND
 Install Date: 00/54
 Product: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Earthen Dike
 Leak Detection: 30
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 07/90
 Date Closed: 11/96
 Status of Data: Complete
 Capacity (gal): 1003422
 Lat/Long: 43/03 / 76/10
 Federal ID: Not reported
 Inspected Date: //
 Inspector: Not reported
 Renew Date: 11/03/1995
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: //

Date License Issued: //

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

YAD-PCO TERMINAL FACILITY (Continued) S102634068

Date License Application Received: 03/11/1996
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-025836
 Date Legal Agent Filed with Secretary of State: Not reported

Click this hyperlink while viewing on your computer to access 5 additional NY_AST_MOS: record(s) in the EDR Site Report.

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
D22	South	< 1/8	288 ft.	401 WEST HIAWATHA BLVD. 401 WEST HIAWATHA BLVD SYRACUSE, NY 13204	NY VCP	S113922042	N/A
Relative:	Lower	375 ft.		VCP: Program Type: VCP Site Code: 56857 HW Code: V00161 Site Class: N SWIS: 3415 Region: 7 Town: Syracuse (c) Acres: Not reported Date Record Added: 11/30/2000 Date Record Updated: 10/26/2009 Updated By: MOBARRIE Site Description: Application not received. Applicant decided to enter the BCP not the VCP. See also C734104 Env Problem: Not reported Health Problem: Not reported			

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - SITE 6 (Continued) S112818537

Citgo (Citgo-8 and Citgo-10), and Atlantic Oil (Atlantic-9). Site 6 is located within the overall boundaries of the Destiny BCP Project Area which is generally bounded by: Interstate 81 to the north and northeast; Onondaga Lake to the north and northwest; the NYS Barge Canal to the west and southwest; and Bear Street to the south and southeast. The Destiny BCP Project Area consists of eight additional contiguous BCP sites. Site Features: The site currently consists of approximately 793,000 square-feet of paved parking lot. The site contains two stormwater collection basins with several covered shuttle bus canopies. Site 6 also contains a terminus of a pedestrian bridge extending over Hiawatha Blvd. and connecting the parking lot to the new mall expansion (BCP Site C734104). Current Zoning/Use: The site is currently inactive and is zoned for industrial use. Land uses surrounding the site generally consist of business districts with mixed commercial and industrial properties to the north, east, and west. The Destiny USA mall complex is located across Hiawatha Blvd to the northwest and Destiny BCP Site C734105 (Site 7) is located across Solar Street to the north-northeast. The Onondaga County Metropolitan Sewage Treatment Plant is located across the Barge Canal to the southwest. Historical Uses: Since 2008, Site 6 has been used as a group of surface parking lots and associated driveway areas for Carousel Center. Prior to that, with the exception of the NYS Barge Canal Lands, Hiawatha Blvd. and Solar Street, which are public lands and local highways, respectively, a portion of the properties were used as oil storage tank farms for the following oil companies: CITGO, Sunoco, Atlantic, and Buckeye. Prior uses that appear to have led to site contamination include: oil storage in above ground storage tanks and below ground pipelines. Following the removal of numerous aboveground petroleum storage tanks (circa 1989-2005), the original property owners conducted property-specific investigations and remedial actions. The investigations revealed contamination primarily consisting of petroleum volatile and semi-volatile organic compounds. Remediation efforts were conducted by others on the Sunoco, Citgo, and Atlantic parcels and included bioremediation (the treatment of contaminated soil with microorganisms that breakdown the contaminants) and the injection of air and/or ozone into the subsurface to break down the organic contaminants in soil and groundwater. In addition, two pipelines encountered between the YAD and SUN 11 parcels were removed. In 2008, Destiny expanded the groundwater monitoring system and groundwater monitoring continues to date. Site Geology: Surface deposits at Site 6 consist of up to 35 feet of various manmade fill materials consisting of silt, sand, and gravel intermixed with C&D debris, scrap metal, wood, brick, etc., and in some locations, Solvay Process Waste (calcium-rich deposits). Underlying the fill materials are the truly native soil or unconsolidated deposits that were present at and beneath the ground surface prior to development of the area. These included salt marsh deposits, including marl, shells, and peat. Deltaic sand and gravel deposits exceeding 100 feet in thickness; Lacustrine (Lake) fine-grained silt and clay deposits; glacial outwash sand and gravel deposits that vary in thickness from less than 5 feet to more than 130 feet; and a relatively thin glacial till deposit consisting of silt, sand, gravel, and cobbles. Bedrock below the site consists of aged weathered shale and is located more than 200 feet below ground surface. Groundwater beneath the site is generally shallow, encountered at depths of 5 to 8 feet and flows in a westerly direction towards the NYS Barge Canal. The Barge Canal flows into

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
D23	South	< 1/8	288 ft.	OIL CITY/CAROUSEL CENTER - SITE 6 401 HIAWATHA BLVD. WEST SYRACUSE, NY 13204	NY BROWNFIELDS	S112818537	N/A
Relative:	Lower	375 ft.		BROWNFIELDS: Program: BCP Site Code: 450308 Acres: 23.98 HW Code: C734134 SWIS: 3415 Town: Syracuse (c) Record Added Date: 06/10/2011 Record Updated Date: 03/21/2016 Update By: HDWARNER Site Description: Location. The Destiny USA Brownfield Cleanup Program (BCP) Site 6 is located in an urban area of Onondaga County at 401 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 24 acres in the northwest portion of the lands generally referred to as "Oil City"; south of Hiawatha Boulevard. Site 6 is located between the NYS Barge Canal and Solar Street and is bounded to the northwest by Hiawatha Blvd and to southeast by BCP Site 8 (C734136). The site is comprised of five parcels formerly owned by: YAD Associates (YAD), Sunoco (SUN-11).			

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - SITE 6 (Continued) S112818537

Onondaga Lake approximately 900 feet downgradient. Groundwater mounds have been identified in the northwestern portion of the site in the area between the former Onondaga Creek bed and Hiawatha Blvd. Based on investigations conducted to date, the primary contaminants of concern at the site are petroleum-related volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals. Soil - VOC compounds that exceed Restricted Residential Soil Cleanup Objectives (SCOs) include benzene, ethylbenzene, naphthalene, n-propylbenzene, trimethylbenzenes, and xylene. SVOC compounds that exceed Restricted Residential SCOs include include benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, indeno(1,2,3-cd)pyrene, and phenanthrene. Metals that exceed commercial SCOs include arsenic, copper, lead and mercury. With the exception of mercury, the majority of SCO exceedance occur on the Former YAD parcel at depths ranging from 4 to 11 feet below ground surface (BGS). Areas of grossly contaminated petroleum impacted soil are also present on the YAD and SUN-11 parcels. Off-site migration of contaminants has not significantly impacted off-site soil quality. Groundwater - Groundwater beneath the site is predominantly contaminated with petroleum-related VOC compounds. VOC compounds that exceed NYS TOGS regulatory values include benzene, ethylbenzene, butylbenzenes, propylbenzenes, trimethylbenzenes, xylenes, methyl tert-butyl ether (MTBE), and naphthalene. Arsenic was the only metal compound that exceeded regulatory values in one well located on the former YAD parcel. VOC exceedances were most prevalent on the former YAD parcel, with the exception of MTBE, which was exceeded in the majority of wells located on the downgradient portion of the site. Petroleum odor was also noted in several monitoring wells on the YAD parcel. VOC concentrations near the southern property line of Site 6 suggest that groundwater with elevated VOC concentrations is likely migrating off-site towards the Barge Canal. Soil Vapor - there were 31 VOC compounds, the majority of which were petroleum-related, detected in the 10 soil vapor points installed on the site. The highest concentrations of VOCs were detected in points located on the YAD parcel. Benzene was detected in all ten soil vapor points at a maximum concentration of 722 ug/m³ on the YAD parcel. Special Resources Impacted/Threatened: Drinking water in the area of the site is provided via a municipal treatment facility. The site is located in a predominantly commercial/industrial area with no significant impact to fish or wildlife. The Draft Remedial Investigation Report (RIR) was submitted to the Department in August 2013. A revised RIR was submitted in February 2016 and is currently under review. The NYSDOH will evaluate the potential for impacts to public health from exposure to site-related contaminants once sufficient information from the investigation of the site becomes available for review.

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
C24	ENE	< 1/8	304 ft.	SUN PIPE LINE CO SYRACUSE BULK PLANT HIAWATHA ST SYRACUSE, NY 13212	NY MOSF RCRA NonGen / NLR NY MANIFEST	1000127754 NYD000765172	
Relative:	Higher	379 ft.		MOSF: Facility ID: 7-1540 Program Type: MOSF Tank Status: Inactive Expiration Date: Not reported			

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Dec Region: 7
 UTMX: 404792.79556
 UTMY: 4769031.58821

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: SUN PIPE LINE CO SYRACUSE BULK PLANT
 Facility address: HIAWATHA ST
 SYRACUSE, NY 13212
 NYD000765172
 Mailing address: DRUMMERS LANE
 WAYNE, NY 19087
 Contact: Not reported
 Contact address: DRUMMERS LANE
 WAYNE, NY 19087
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: SUN PIPE LINE CO
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: SUN PIPE LINE CO
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No

MAP FINDINGS

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2008
 Site name: SUN PIPE LINE CO SYRACUSE BULK PLANT
 Classification: Not a generator, verified

Date form received by agency: 07/08/1999
 Site name: SUN PIPE LINE CO SYRACUSE BULK PLANT
 Classification: Not a generator, verified

Date form received by agency: 08/18/1980
 Site name: SUN PIPE LINE CO SYRACUSE BULK PLANT
 Classification: Large Quantity Generator

Waste code: K052
 Waste name: TANK BOTTOMS (LEADED) FROM THE PETROLEUM REFINING INDUSTRY.

Violation Status: No violations found

NY MANIFEST:
 Country: USA
 EPA ID: NYD000765172
 Facility Status: Not reported
 Location Address 1: 301 W HIAWATHA
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD000765172
 Mailing Name: SUN PIPELINE
 Mailing Contact: SUN PIPELINE
 Mailing Address 1: PO BOX 267
 Mailing Address 2: Not reported
 Mailing City: CORTLAND
 Mailing State: NY
 Mailing Zip: 13045
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 6077568861

NY MANIFEST:
 Document ID: PAE5081845
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: PAAH0146
 Trans2 State ID: Not reported
 Generator Ship Date: 11/29/1995
 Trans1 Recv Date: 11/29/1995

MAP FINDINGS

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Trans2 Recv Date: / /
 TSD Site Recv Date: 11/30/1995
 Part A Recv Date: 12/19/1995
 Part B Recv Date: 12/15/1995
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: PAD067098822
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00890
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill
 Specific Gravity: 100

Document ID: NYB1825380
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: Not reported
 Trans2 State ID: 33056VNY
 Generator Ship Date: 09/21/1989
 Trans1 Recv Date: 09/21/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/21/1989
 Part A Recv Date: 09/25/1989
 Part B Recv Date: 09/26/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported

MAP FINDINGS

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01320
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: 100

Document ID: NYA7280469
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: 33056VNY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/15/1989
 Trans1 Recv Date: 09/15/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/15/1989
 Part A Recv Date: 09/20/1989
 Part B Recv Date: 09/25/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001

MAP FINDINGS

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: 100

Document ID: NYB1824624
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: Not reported
 Trans2 State ID: 33056V
 Generator Ship Date: 09/06/1989
 Trans1 Recv Date: 09/06/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/06/1989
 Part A Recv Date: 09/14/1989
 Part B Recv Date: 09/14/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: 100

Document ID: NYA7281198
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: LIC#33056
 Trans2 State ID: Not reported
 Generator Ship Date: 09/08/1989
 Trans1 Recv Date: 09/08/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/08/1989
 Part A Recv Date: 09/14/1989

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Part B Recv Date: 09/15/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYA7280478
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: 33056U
 Trans2 State ID: Not reported
 Generator Ship Date: 09/12/1989
 Trans1 Recv Date: 09/12/1989
 Trans2 Recv Date: /
 TSD Site Recv Date: 09/12/1989
 Part A Recv Date: 09/19/1989
 Part B Recv Date: 09/22/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1824894
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: 33056VNY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/18/1989
 Trans1 Recv Date: 09/18/1989
 Trans2 Recv Date: /
 TSD Site Recv Date: 09/18/1989
 Part A Recv Date: 09/22/1989
 Part B Recv Date: 09/25/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

SUN PIPE LINE CO SYRACUSE BULK PLANT (Continued) 1000127754

Document ID: NYA7280487
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: LIC433066
 Trans2 State ID: Not reported
 Generator Ship Date: 09/07/1989
 Trans1 Recv Date: 09/07/1989
 Trans2 Recv Date: /
 TSD Site Recv Date: 09/07/1989
 Part A Recv Date: 09/14/1989
 Part B Recv Date: 09/15/1989
 Generator EPA ID: NYD000765172
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD057770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

SUN SYRACUSE MARKETING TERMINAL (Continued) S102636897

Daily Throughput: 0
 License Status: 3
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Product Transfer Operator: AD
 Facility Status: TEMPORARILY OUT-OF-SERVICE
 Operator Name: BRIAN HOGAN
 Owner Name: SUN COMPANY INC
 Owner Address: 1801 MARKET STREET
 Owner City,St,Zip: PHILADELPHIA, PA 19103-
 (215) 246-8690
 Owner Type: Corporate/Commercial
 Owner Status: 1
 Owner Mark: First Owner
 Mailing Name: SUN COMPANY INC
 Mailing Address: 1510 PENN CENTER
 Mailing Address 2: 1801 MARKET STREET
 Mailing City,St,Zip: PHILADELPHIA, PA 19103-1699
 Mailing Contact: ROSEANN ALOI
 Mailing Phone: (215) 246-8690
 Legal Agent Name: CORPORATION TRUST CO.
 Legal Agent Address: 277 PARK AVENUE
 Legal Agent City,St,Zip: NEW YORK, NY 10017-
 LIC Expires: 03/31/1999

Tank ID: 1
 Tank Location: ABOVEGROUND
 Install Date: 01/32
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: NONE/CATHODIC PROTECTION
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: Painted/Asphalt Coating
 Secondary Containment: 56
 Leak Detection: 93
 Overfill Protection: 24
 Dispensing Mthd: Gravity
 Test Date: 02/89
 Date Closed: Not reported
 Status of Data: Complete
 Capacity (gall): 42000
 Lat/Long: 43/0810 / 76/1003
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 03/26/1999
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: Temporarily Out-of-Service
 OOI Date: / /
 Date License Issued: 04/13/1998
 Date License Application Received: 03/26/1999
 Chemical Bulk Storage Number: Not reported

C25 SUN SYRACUSE MARKETING TERMINAL NY MOSF AST S102636897
ENE 301 W. HIAWATHA BLVD. N/A
+ 118 SYRACUSE, NY 13204

0.058 mi. Site 3 of 5 in cluster C
 304 ft. Relative: MOSF AST:
 Higher: MOSF Number: 7-1540
 SWIS Code: 31
 Actual: Facility Town: SYRACUSE
 379 ft. Facility Phone: (315) 424-1742
 Emergency Contact Name: BRIAN HOGAN
 Emergency Contact Phone: (315) 657-7389
 Total Tanks: 7
 Total Capacity: 3160500

SUN SYRACUSE MARKETING TERMINAL (Continued)

S102636897

Pollution Discharge Elimination System Num: 0-028193
Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 2
Tank Location: ABOVEGROUND
Install Date: 01/32
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: NONE/CATHODIC PROTECTION
Pipe Location: Aboveground/Underground Combination
Pipe Type: Steel/iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Secondary Containment: 56
Leak Detection: 93
Overfill Protection: 24
Dispensing Mthd: Gravity
Test Date: 05/85
Date Closed: Not reported
Status of Data: Complete
Capacity (gal): 42000
Lat/Long: 430310 / 7611003
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 03/26/1999
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: Temporarily Out-of-Service
COI Date: / /
Date License Issued: 04/13/1998
Date License Application Received: 03/26/1999
Chemical Bulk Storage Number: Not reported
Pollution Discharge Elimination System Num: 0-028193
Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 3
Tank Location: ABOVEGROUND
Install Date: 12/32
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: NONE/CATHODIC PROTECTION
Pipe Location: Aboveground/Underground Combination
Pipe Type: Steel/iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Secondary Containment: 56
Leak Detection: 93
Overfill Protection: 24
Dispensing Mthd: Gravity
Test Date: 00/88

SUN SYRACUSE MARKETING TERMINAL (Continued)

S102636897

Date Closed: 00/00
Status of Data: Complete
Capacity (gal): 42000
Lat/Long: 430310 / 7611003
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 03/26/1999
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: Temporarily Out-of-Service
COI Date: / /
Date License Issued: 04/13/1998
Date License Application Received: 03/26/1999
Chemical Bulk Storage Number: Not reported
Pollution Discharge Elimination System Num: 0-028193
Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 4
Tank Location: ABOVEGROUND
Install Date: 01/32
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: NONE/CATHODIC PROTECTION
Pipe Location: Aboveground/Underground Combination
Pipe Type: Steel/iron
Pipe Internal: Not reported
Pipe External: Not reported
Secondary Containment: 56
Leak Detection: 93
Overfill Protection: 24
Dispensing Mthd: Gravity
Test Date: 09/87
Date Closed: Not reported
Status of Data: Minor Errors
Capacity (gal): 42000
Lat/Long: 430310 / 7611003
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 03/26/1999
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: Temporarily Out-of-Service
COI Date: / /
Date License Issued: 04/13/1998
Date License Application Received: 03/26/1999
Chemical Bulk Storage Number: Not reported
Pollution Discharge Elimination System Num: 0-028193
Date Legal Agent Filed with Secretary of State: 12/70

SUN SYRACUSE MARKETING TERMINAL (Continued)

S102636897

Tank ID: 20
Tank Location: ABOVEGROUND
Install Date: 12/32
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: None
Tank External: 31
Pipe Location: Underground
Pipe Type: Steel/iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Secondary Containment: 56
Leak Detection: 93
Overfill Protection: 24
Dispensing Mthd: Gravity
Test Date: 00/89
Date Closed: 00/00
Status of Data: Complete
Capacity (gal): 1008000
Lat/Long: 430310 / 7611003
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 03/26/1999
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: Temporarily Out-of-Service
COI Date: / /
Date License Issued: 04/13/1998
Date License Application Received: 03/26/1999
Chemical Bulk Storage Number: Not reported
Pollution Discharge Elimination System Num: 0-028193
Date Legal Agent Filed with Secretary of State: 12/70

Click this hyperlink while viewing on your computer to access 4 additional NY_AST_MOS: record(s) in the EDR Site Report.

C26 SUNOCO INC
ENE 301 WEST HIAWATHA BLVD
18 SYRACUSE, NY 13204
304 ft. Site 4 of 5 in cluster C
Relative: RCRA NonGen / NLR
Higher Date form received by agency: 01/01/2007
Actual: Facility name: SUNOCO INC
379 ft. Facility address: 301 WEST HIAWATHA BLVD
SYRACUSE, NY 13204
EPA ID: NYD000703496
Mailing address: PARK STREET
SYRACUSE, NY 13204
Contact: DAVID BENDER
Contact address: PARK STREET
SYRACUSE, NY 13204
Contact country: US
Contact telephone: (800) 777-6444

RCRA NonGen / NLR 1000145069
NY MANIFEST NYD000703496

SUNOCO INC (Continued)

1000145069

Contact email: Not reported
EPA Region: 02
Classification: Non-Generator
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
Owner/operator name: SYRACUSE TERMINAL
Owner/operator address: NOT REQUIRED
NOT REQUIRED, WY 99999
Owner/operator country: US
Owner/operator telephone: (212) 555-1212
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: Not reported
Owner/Op end date: Not reported
Owner/operator name: SYRACUSE TERMINAL
Owner/operator address: NOT REQUIRED, WY 99999
Owner/operator country: US
Owner/operator telephone: (212) 555-1212
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:
Date form received by agency: 01/01/2006
Site name: SUNOCO INC
Classification: Not a generator, verified
Date form received by agency: 11/18/2002
Site name: SUNOCO INC
Classification: Large Quantity Generator
Date form received by agency: 07/08/1999
Site name: SYRACUSE TERMINAL
Classification: Not a generator, verified

MAP FINDINGS

SUNOCO INC (Continued) 1000145069

Date form received by agency: 02/18/1994
 Site name: SUN TERMINAL #6810-4540
 Classification: Large Quantity Generator

Date form received by agency: 04/07/1992
 Site name: SUN OIL CO
 Classification: Large Quantity Generator

Date form received by agency: 03/01/1990
 Site name: SUN REFINING AND MARKETING COMPANY
 Classification: Large Quantity Generator

Date form received by agency: 08/18/1980
 Site name: SYRACUSE TERMINAL
 Classification: Large Quantity Generator

- Waste code: D000
 - Waste name: Not Defined

- Waste code: D001
 - Waste name: IGNITABLE WASTE

Violation Status: No violations found

NY MANIFEST:
 Country: USA
 EPA ID: NYD000703496
 Facility Status: Not reported
 Location Address 1: 301 W HIAWATHA BLVD
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13208
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD000703496
 Mailing Name: SUN REFINING AND MARKETING COMPANY
 Mailing Contact: DIANE ROBINSON
 Mailing Address 1: SYRACUSE TERM #6810-4540
 Mailing Address 2: Not reported
 Mailing City: 1801 MARKET ST PHILADELPH
 Mailing State: PA
 Mailing Zip: 19103
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 2159776398

NY MANIFEST:
 Document ID: NYB9530559
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: XN3354PA
 Trans2 State ID: Not reported
 Generator Ship Date: 08/28/2001

MAP FINDINGS

SUNOCO INC (Continued) 1000145069

Trans1 Recv Date: 08/28/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 08/28/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: PAD987347515
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 47220
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530568
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: PA190363
 Trans2 State ID: Not reported
 Generator Ship Date: 08/28/2001
 Trans1 Recv Date: 08/28/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 08/28/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: PAD987347515
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported

MAP FINDINGS

SUNOCO INC (Continued) 1000145069

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 45780
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530577
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: PA242
 Trans2 State ID: XS19522PA
 Generator Ship Date: 08/28/2001
 Trans1 Recv Date: 08/28/2001
 Trans2 Recv Date: 08/28/2001
 TSD Site Recv Date: 08/28/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: PAD987347515
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 55880
 Units: P - Pounds

MAP FINDINGS

SUNOCO INC (Continued) 1000145069

Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530586
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 3953A4NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/02/2001
 Trans1 Recv Date: 10/02/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 47140
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530595
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 2217A2NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/02/2001
 Trans1 Recv Date: 10/02/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2001

SUNOCO INC (Continued)

1000145069

Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL/ TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50860
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NYB9530604
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 2215A2
 Trans2 State ID: Not reported
 Generator Ship Date: 10/02/2001
 Trans1 Recv Date: 10/02/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: NYD049836679
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported

SUNOCO INC (Continued)

1000145069

Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL/ TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 43380
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NYB9530613
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1501A4NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/02/2001
 Trans1 Recv Date: 10/02/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL/ TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 44840
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.

SUNOCO INC (Continued)

1000145069

Specific Gravity: 01.00
 Document ID: NYB9530622
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 0466788ME
 Trans2 State ID: Not reported
 Generator Ship Date: 10/02/2001
 Trans1 Recv Date: 10/02/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/02/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL/ TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 47860
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NYB9530631
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 2064A3NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/03/2001
 Trans1 Recv Date: 10/03/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/03/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496

SUNOCO INC (Continued)

1000145069

Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL/ TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 40260
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NYB9530649
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1739B5NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/03/2001
 Trans1 Recv Date: 10/03/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/03/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 34340
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530658
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 3172AINY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/04/2001
 Trans1 Recv Date: 10/04/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/04/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 50020
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530667

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 3951AVNY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/04/2001
 Trans1 Recv Date: 10/04/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/04/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29700
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530676
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1739BSNY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/04/2001
 Trans1 Recv Date: 10/04/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/15/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 35520
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530685
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1739BSNY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/04/2001
 Trans1 Recv Date: 10/04/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/04/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 31780
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530694
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1739BSNY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/03/2001
 Trans1 Recv Date: 10/03/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/17/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 33300
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530703
 Manifest Status: Not reported
 seq: 01
 Year: 2001

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

Trans1 State ID: 35687CNY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/05/2001
 Trans1 Recv Date: 10/05/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/05/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD048836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 41780
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530712
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1739B5NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/05/2001
 Trans1 Recv Date: 10/05/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/05/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD048836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 36320
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530721
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 3951A4
 Trans2 State ID: Not reported
 Generator Ship Date: 10/05/2001
 Trans1 Recv Date: 10/05/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/05/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD048836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

Waste Code: Not reported
 Quantity: 35420
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530739
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 1501A4NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/05/2001
 Trans1 Recv Date: 10/05/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/05/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD048836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 44080
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NYB9530748
 Manifest Status: Not reported
 seq: 01
 Year: 2001
 Trans1 State ID: 3054A4NY
 Trans2 State ID: Not reported
 Generator Ship Date: 10/04/2001

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNOCO INC (Continued) 1000145069

Trans1 Recv Date: 10/04/2001
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/17/2001
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000703496
 Trans1 EPA ID: NYD046765574
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD048836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 34580
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

[Click this hyperlink](#) while viewing on your computer to access 26 additional NY_MANIFEST: record(s) in the EDR Site Report.

C27 **SUNMARK PETROLEUM MARKETING TERMINAL** **RCRA NonGen / NLR** **1000296071**
ENE **301 W HIAWATHA BLVD** **NY MANIFEST** **NYD980646657**
< 1/8 **SYRACUSE, NY 13204** **NY SPDES**
0.058 mi.
304 ft. **Site 5 of 5 in cluster C**

Relative: RCRA NonGen / NLR
Higher Date form received by agency: 01/01/2007
 Facility name: SUNMARK PETROLEUM MARKETING TERMINAL
 Facility address: 301 W HIAWATHA BLVD
 SYRACUSE, NY 132041116
 EPA ID: NYD980646657
 Mailing address: W HIAWATHA BLVD
 SYRACUSE, NY 13204
 Contact: Not reported
 Contact address: W HIAWATHA BLVD
 SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: Not reported

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MAP FINDINGS

SUNMARK PETROLEUM MARKETING TERMINAL (Continued) 1000296071

Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: SUN OIL COMPANY OF PENNSYLVANIA
 Owner/operator address: NOT REQUIRED
 Owner/operator country: NOT REQUIRED, WY 99999
 Owner/operator telephone: US (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: SUN OIL COMPANY OF PENNSYLVANIA
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: SUNMARK PETROLEUM MARKETING TERMINAL
 Classification: Not a generator, verified
 Date form received by agency: 07/08/1999
 Site name: SUNMARK PETROLEUM MARKETING TERMINAL
 Classification: Not a generator, verified
 Date form received by agency: 08/18/1980
 Site name: SUNMARK PETROLEUM MARKETING TERMINAL
 Classification: Large Quantity Generator

MAP FINDINGS

SUNMARK PETROLEUM MARKETING TERMINAL (Continued) 1000296071

Waste code: D000
 Waste name: Not Defined
 Waste code: D001
 Waste name: IGNITABLE WASTE

Violation Status: No violations found

NY MANIFEST:
 Country: USA
 EPA ID: NYD89046657
 Facility Status: Not reported
 Location Address 1: 301 WEST HIAWATHA BLVD
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD980646657
 Mailing Name: SUN REFINING & MARKETING
 Mailing Contact: SUN REFINING & MARKETING
 Mailing Address 1: 301 WEST HIAWATHA BLVD
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154221254

NY MANIFEST:
 Document ID: NYA5389362
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: NY798152
 Trans2 State ID: Not reported
 Generator Ship Date: 10/21/1988
 Trans1 Recv Date: 10/21/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/21/1988
 Part A Recv Date: 10/28/1988
 Part B Recv Date: 10/28/1988
 Generator EPA ID: NYD980646657
 Trans1 EPA ID: NYD099328395
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported

MAP FINDINGS

SUNMARK PETROLEUM MARKETING TERMINAL (Continued) 1000296071

Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 03214
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: 100

Document ID: NYA8043156
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 10/27/1988
 Trans1 Recv Date: 10/27/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/27/1988
 Part A Recv Date: 10/31/1988
 Part B Recv Date: 11/02/1988
 Generator EPA ID: NYD980646657
 Trans1 EPA ID: NYD051809952
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001

MAP FINDINGS

SUNMARK PETROLEUM MARKETING TERMINAL (Continued) 1000296071

Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYA8043174
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 10/27/1988
 Trans1 Recv Date: 10/27/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/28/1988
 Part A Recv Date: 11/02/1988
 Part B Recv Date: 11/02/1988
 Generator EPA ID: NYD980646657
 Trans1 EPA ID: NYD980769947
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported

Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04671
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYA8043183
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 10/27/1988
 Trans1 Recv Date: 10/27/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/27/1988
 Part A Recv Date: 11/02/1988

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNMARK PETROLEUM MARKETING TERMINAL (Continued)

1000296071

Part B Recv Date: 11/02/1988
 Generator EPA ID: NYD980646657
 Trans1 EPA ID: NYD043815703
 Trans2 EPA ID: Not reported
 TSD# ID 1: NYD043815703
 TSD# ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Air Facility RCRA ID: Not reported
 Air Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04511
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T - Chemical, physical, or biological treatment.
 Specific Gravity: 100

SPDES:

Permit Number: NY0028193
 State-Region: 07
 Expiration Date: 05/01/2000
 Current Major Minor Status: Minor
 Primary Facility SIC Code: 5171
 State Water Body Name: ONONDAGA CK - BARGE CANAL TMNL
 Limit Set Status Flag: Active
 Total Actual Average Flow(MGD): 0.018
 Total App Design Flow(MGD): Not reported
 UDF1: Not reported
 Lat/Long: +43.0711 -76.176111
 DMR Cognizant Official: LISA MESSER, 15/10 PC
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: SUN CO INC, (R&M)
 Non-Gov Permit Street Address: SYRACUSE TERMINAL
 Non-Gov Permit Supplemental Location: 1801 MARKET ST, 11 PC
 Non-Gov Permit City: PHILADELPHIA
 Non-Gov Permit State Code: PA
 Non-Gov Permit Zip Code: 19103

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNMARK PETROLEUM MARKETING TERMINAL (Continued)

1000296071

Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: SUN CO INC, (R&M)
 Non-Gov Facility Street Address: SYRACUSE TERMINAL
 Non-Gov Facility Supplemental Location: 301 WEST HIAWATHA BLVD
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13204
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: SUN CO INC, (R&M)
 Non-Gov Permit Street Address: SYRACUSE TERMINAL
 Non-Gov Permit Supplemental Location: 1801 MARKET ST, 11 PC
 Non-Gov Permit City: PHILADELPHIA
 Non-Gov Permit State Code: PA
 Non-Gov Permit Zip Code: 19103
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: SUN CO INC, (R&M)
 Non-Gov Facility Street Address: SYRACUSE TERMINAL
 Non-Gov Facility Supplemental Location: 1801 MARKET ST, 26-10 PC
 Non-Gov Facility City: PHILADELPHIA
 Non-Gov Facility State Code: PA
 Non-Gov Facility Zip Code: 19103
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: SYRACUSE TERMINAL
 Non-Gov Permit Street Address: 301 WEST HIAWATHA BLVD
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: SUN CO INC, (R&M)
 Non-Gov Facility Street Address: SYRACUSE TERMINAL
 Non-Gov Facility Supplemental Location: 301 WEST HIAWATHA BLVD
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13204
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: SYRACUSE TERMINAL
 Non-Gov Permit Street Address: 301 WEST HIAWATHA BLVD
 Non-Gov Permit Supplemental Location: Not reported

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

SUNMARK PETROLEUM MARKETING TERMINAL (Continued)

1000296071

Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: SUN CO INC, (R&M)
 Non-Gov Facility Street Address: SYRACUSE TERMINAL
 Non-Gov Facility Supplemental Location: 1801 MARKET ST, 26-10 PC
 Non-Gov Facility City: PHILADELPHIA
 Non-Gov Facility State Code: PA
 Non-Gov Facility Zip Code: 19103
 State Water Body: 04140201380

E28 NE
 ~ 18
 0.068 mi.
 360 ft.
 Relative:
 Higher
 Actual:
 383 ft.

OIL CITY/CAROUSEL CENTER - PHASE 1

306 HIAWATHA BLVD, WEST SYRACUSE, NY 13204

Site 2 of 4 in cluster E

ENG CONTROLS:
 Site Code: 349317
 HW Code: C734104
 Control Code: 15
 Control Type: ENG
 Date Record Added: 10/27/2011
 Date Rec Updated: 12/05/2011
 Updated By: SRHEIGEL

Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by Onondaga Lake and Cornell tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 Site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990,

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S10715059

contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the baffle on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(c), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&M-D debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015. Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater.

Errr Problem:

TC04679424.2r Page 210

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

Site Code: 349317
HW Code: C734104
Control Code: 13
Control Type: ENG
Date Record Added: 10/27/2011
Date Rec Updated: 12/05/2011
Updated By: SRHEIGEL
Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 Site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015.

Env Problem: Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater.

Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

INST CONTROL:
Site Code: 349317
Control Name: Environmental Easement
HW Code: C734104
Control Code: J
Control Type: INST
DI record added: 10/27/2011
DI rec updated: 12/05/2011
Updated By: SRHEIGEL
Site Code: 349317
Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 Site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015.

Env Problem: Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater.

Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EDR ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

Site Code: 349317
 Control Name: Soil Management Plan
 HW Code: C734104
 Control Code: 14
 Control Type: INST
 Dt record added: 10/27/2011
 Dt rec updated: 12/05/2011
 Updated By: SRHEIGEL
 Site Code: 349317
 Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EDR ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015. Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater. Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the

Env Problem:

Health Problem:

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EDR ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

Site Code: 349317
 Control Name: IC/EC Plan
 HW Code: C734104
 Control Code: 34
 Control Type: INST
 Dt record added: 10/27/2011
 Dt rec updated: 12/05/2011
 Updated By: SRHEIGEL
 Site Code: 349317
 Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EDR ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015. Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater. Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is

Env Problem:

Health Problem:

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

Site Code: 349317
 Control Name: Ground Water Use Restriction
 HW Code: C734104
 Control Code: 08
 Control Type: INST
 Dt record added: 10/27/2011
 Dt rec updated: 12/05/2011
 Updated By: SRHEIGEL
 Site Code: 349317
 Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center Building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solway waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was

Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

excavated from the Phase 1 site for installation of the mail expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solway waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015.

Err Problem: Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater.

Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors

Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

beneath the concrete slab from entering the building.

Site Code: 349317
 Control Name: Site Management Plan
 HW Code: C734104
 Control Code: 32
 Control Type: INST
 Dt record added: 10/27/2011
 Dt rec updated: 12/05/2011
 Updated By: SRHEIGEL
 Site Code: 349317
 Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center Building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solway waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mail expansion slab. This soil was placed on the former Mobil 24 parcel

Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

(included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solway waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015.

Err Problem: Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater.

Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

Site Code: 349317
Control Name: O&M Plan
HW Code: C734104
Control Code: 33
Control Type: INST
Dt record added: 10/27/2011
Dt rec updated: 12/05/2011
Updated By: SRHEIGEL
Site Code: 349317
Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 9). Approximately 15 cubic yards of free product and petroleum impacted soils were also

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

excavated and brought to the biopile on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&M;P;D debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015. Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater. Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building. Site Code: 349317
Control Name: Monitoring Plan

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

HW Code: C734104
Control Code: 31
Control Type: INST
Dt record added: 10/27/2011
Dt rec updated: 12/05/2011
Updated By: SRHEIGEL
Site Code: 349317
Site Description: Location: The Oil City/Carousel Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by Onondaga Lake and Conrail tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousel Center Mall, which borders the western side of the Phase 1 site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousel Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousel Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including the Phase 1 site, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. Approximately 1,300 linear feet of the slurry wall is installed through the Phase 1 site area. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 9). Approximately 15 cubic yards of free product and petroleum impacted soils were also

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase I RIWP), a Remedial Investigation Report (Phase I RIR), and a Remedial Work Plan (Phase I RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&M;P;D debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015. Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater. Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building. BROWNFIELDS:
Program: BCP
Site Code: 450303
Acres: 6.04

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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

HW Code: C734130
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 06/10/2011
 Record Updated Date: 03/21/2016
 Update By: HDWARNER
 Site Description:
 Location: Destiny USA BCP Site 2 is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 6 acres in the southern portion of the lands generally referred to as Destiny USA, west of Hiawatha Boulevard. Site 2 is bounded by: Destiny BCP Phase 1 Site (C734104) and Site 3 (C734131) to the north; Hiawatha Blvd. to the east; the NYS Barge Canal to the south; and Destiny BCP Site 4 (C734132) to the west. Site 2 is located within the overall boundaries of the Destiny Project Area which and is generally bounded by: Interstate 81 to the north and northeast; Onondaga Lake to the north and northwest; and the NYS Barge Canal to the west and southwest, and Bear Street to the south and southeast. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The site currently consists of various surface paved features used for Carousell Center/Destiny USA parking, vehicle driveways, a storm water retention pond, and sidewalks into Carousell Center/Destiny USA. There are no existing buildings on the site. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts with mixed commercial and industrial properties to the north, east, and west. Carousell Center/Destiny USA is located to the northwest, and the Onondaga County Metropolitan Sewage Treatment Plant is located across the Barge Canal to the south. Historical Uses: Prior to 1989, a portion of Buckeye Pipeline Terminal Properties and the Amerada Hess Petroleum Tank Farm was located in the area of the Site 2. Prior uses that appear to have led to site contamination include disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. During construction of the adjacent Carousell Center in 1989-1990, contaminated soils were graded and spread throughout the Carousell Center site, including Site 2, and a slurry wall was constructed around Carousell Center to maintain hydraulic control under the mall. Approximately 70 linear feet of the slurry wall is installed through the Site 2 area. In 1992, the Amerada Hess groundwater collection trench was installed in the southern portion of the site. In 1989-1990, the Buckeye and Hess above ground storage tanks were decommissioned and removed. Site Geology: Site 2 is located in a former area of extensive natural shoreline and lowland deposits consisting of marl and organic vegetation. Soils underlying the Site 2 consist of up to 15 feet of highly variable fill containing Solvay waste, C&D debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath Site 2 flows in a southwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. 7/18/11 - The Department signed the Brownfield Cleanup Agreement.

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

Env Problem: The Remedial Investigation Work Plan is currently under review. Information will be updated once the investigation is complete and the Remedial Investigation Report is approved.
 Health Problem: The NYSDOH will evaluate the potential for impacts to public health from exposure to site-related contaminants once sufficient information from the investigation of the site becomes available for review.
 Program: BCP
 Site Code: 450304
 Acres: 19.3
 HW Code: C734131
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 06/10/2011
 Record Updated Date: 03/21/2016
 Update By: HDWARNER
 Site Description:
 Location: Destiny USA BCP Site 3 is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 19.3 acres in the northern portion of the lands generally referred to as Destiny USA, west of Hiawatha Boulevard. Site 3 is bounded by: Interstate 81 to the north; Destiny BCP Site 7 (C734135) to the east; Site 2 (C734130) to the south; and Destiny BCP Phase 1 Site (C734104), Carousell Center/Destiny USA to the west. Site 3 is located within the overall boundaries of the Destiny Project Area which and is generally bounded by: Interstate 81 to the north and northeast; Onondaga Lake to the north and northwest; and the NYS Barge Canal to the west and southwest, and Bear Street to the south and southeast. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The site currently consists of various surface paved features used for Carousell Center/Destiny USA parking, vehicle driveways, and sidewalks into Carousell Center/Destiny USA. There are no existing buildings on the site. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts with mixed commercial and industrial properties to the north, east, and west. Carousell Center/Destiny USA is located to the southwest and the Onondaga County Metropolitan Sewage Treatment Plant is located across the Barge Canal to the south. Historical Uses: Prior to 1989, a portion of Marley Scrap Yard and Buckeye Petroleum Tank Farm was located in the area of the Site 3. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste) and disposal of contaminated scrap metal and solvents. Surface scrap metal was removed from the area prior to and during the construction of carousell center. In 1988, PCB-contaminated soil was excavated from the northeastern side of Site 3. Site Geology: Soils underlying the Site 3 consist of up to 37 feet of highly variable fill containing Solvay waste, C&D debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath Site 3 flows in a southwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface.

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

Env Problem: The Remedial Investigation Work Plan is currently under review. Information will be updated once the investigation is complete and the Remedial Investigation Report is approved.
 Health Problem: The NYSDOH will evaluate the potential for impacts to public health from exposure to site-related contaminants once sufficient information from the investigation of the site becomes available for review.
 Program: BCP
 Site Code: 349317
 Acres: 10.13
 HW Code: C734104
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 07/14/2005
 Record Updated Date: 03/08/2016
 Update By: HDWARNER
 Site Description:
 Location: The Oil City/Carousell Center - Phase 1 Site is located in an urban area of Onondaga County at 306 West Hiawatha Boulevard in the City of Syracuse. The site occupies an area of approximately 10 acres in the southeast portion of the lands generally referred to as the Carousell Center site, between the existing Carousell Center building and West Hiawatha Boulevard. The Phase 1 Site is located within the overall boundaries of the Destiny Project Area and is generally bounded by: Onondaga Lake and Cornell tracks, to the northwest; Interstate 81 to the north and northeast; Hiawatha Street to the south and southeast; and the NYS Barge Canal to the west and southwest. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The only site feature is an 800,000 square-foot building expansion to the existing Carousell Center Mall, which borders the western side of the Phase 1 Site. The site consists of the 450,000 square-foot building expansion footprint. Current Zoning/Use: The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Prior to construction of the Carousell Center mall expansion, the Phase 1 Site consisted of surface parking lots and associated driveway areas for Carousell Center. Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase 1 Site: Marley Scrap Yard, Buckeye Petroleum Tank Farm, the Amerada Hess Petroleum Tank Farm, and the Clark Concrete Company. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. In July 1988, approximately 200 tons of hazardous PCB-contaminated soil was excavated from the eastern side of the Phase 1 site on the Former Marley Scrap Yard property. During construction of the adjacent Carousell Center in 1989-1990, contaminated soils were graded and spread throughout the Carousell Center site, including the Phase 1 site. In 1990, a groundwater underdrain system associated with remediation of the Clark Property (NYSDEC Inactive Hazardous Waste Site No. 734048) was installed which extends to the western boundary of the Phase 1 site. In 1992, the

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued)

S107150539

Amerada Hess groundwater collection trench was installed immediately downgradient of the Phase 1 site. In November 2007 through August 2008, approximately 88,000 cubic yards of contaminated soil was excavated from the Phase 1 site for installation of the mall expansion slab. This soil was placed on the former Mobil 24 parcel (included in BCP Site No. C734136, Site 8). Approximately 15 cubic yards of free product and petroleum impacted soils were also excavated and brought to the bipline on Solar Street (included in BCP Site No. C734137, Site 9). After excavation was complete, a minimum layer of 4 inches of clean sand, 6 inches of fly ash/cardboard, or 6 inches of asphalt, consistent with Part 375-6.7(d), was brought in and placed on top of the remaining soils. A Remedial Investigation (RI) was conducted at the site June 2008 through April 2009. Since contaminated soils, groundwater, and soil vapor remained beneath the Phase 1 site after completion of the soil excavation, engineering controls were implemented by the applicant which consisted of installation of a concrete cap (May 2008), and a vapor barrier/subslab depressurization system (SSDS) below the entire site (i.e. building footprint) (September 2008 through May 2009). On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2008. The Applicant has previously submitted a Remedial Investigation Work Plan (Phase 1 RIWP), a Remedial Investigation Report (Phase 1 RIR), and a Remedial Work Plan (Phase 1 RWP). These documents are all available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Soils underlying the Phase 1 site consist of up to 37 feet of highly variable fill containing Solvay waste, C&D debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath the Phase 1 site flows in a west-northwesterly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Department signed the Certificate of Completion for this site on December 2, 2011. The first Periodic Review Report and Site Certification was submitted in August 2013, the second in December 2014, and the most recent in September 2015.
 Env Problem: Remedial actions at the site are complete and consisted of excavation of 88,000 cubic yards of soil, installation of a cover system over the entire site (i.e. building footprint), and installation of a SSDS system. Prior to remediation, the primary contaminants of concern were petroleum products, heavy metals, and PCBs in soil, and trichloroethene (TCE) in soil vapor. Groundwater is impacted with VOCs, SVOCs, and metals at levels that do not require further remediation given the Destiny Project Area efforts to address groundwater.
 Health Problem: People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Potential contact with residual contaminants in the soil or groundwater is unlikely unless people dig below the concrete slab of the on-site building. Volatile organic compounds in the groundwater may move into the soil vapor (air space within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon

MAP FINDINGS

OIL CITY/CAROUSEL CENTER - PHASE 1 (Continued) S107150539

gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. A sub-slab depressurization system was installed in the on-site building to prevent vapors beneath the concrete slab from entering the building.

29 SSE ATLANTIC TERMINAL NY LTANKS S100158411
 < 1/8 OIL CITY, SOLAR STREET NY Spills N/A
 0.070 mi. SYRACUSE, NY
 367 ft.

Relative: Lower
Actual: 375 ft.

LTANKS:
 Site ID: 166653
 Spill Number/Closed Date: 9003869 / 1990-07-02
 Spill Date: 1990-06-27
 Spill Cause: Tank Failure
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1990-07-02
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1990-06-28
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-07-27
 Spill Record Last Update: 1991-01-31
 Spiller Name: Not reported
 Spiller Company: PARISH OIL
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 101270
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV *
 Remarks: *FOUND SPILL THIS MORNING. OVERFILL BY PARISH ENENRGY. DID NOT REPORT TO TERMINAL. CLEANED WITH SORBENTS.*

Material:
 Site ID: 166653
 Operable Unit ID: 943869
 Operable Unit: 01
 Material ID: 434829
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum

MAP FINDINGS

ATLANTIC TERMINAL (Continued) S100158411

Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:

Facility ID: 8806764
 Facility Type: ER
 DER Facility ID: 259380
 Site ID: 321981
 DEC Region: 7
 Spill Date: 1988-11-13
 Spill Number/Closed Date: 8806764 / 1988-11-16
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1988-11-14
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1988-11-16
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1988-11-16
 Spill Record Last Update: 1988-11-23
 Spiller Name: Not reported
 Spiller Company: ATLANTIC MARKETING
 Spiller Address: SOLAR ST.
 Spiller City,St,Zip: SYRACUSE, ZZ
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV 11/16/88: EXCAVATED CONTAMINATED SOIL. *
 Remarks: *VALVE LEFT OPEN FOR 1 HOUR DURING PIPELINE RECEIPT. (3/16 TUBING @ 5 PSI). 7X10 FT AREA SPRAYED WITH FUEL OIL. WILL EXCAVATE CONTAMINATED AREA.*

Material:
 Site ID: 321981
 Operable Unit ID: 921920
 Operable Unit: 01
 Material ID: 455109
 Material Code: 0012A
 Material Name: kerosene
 Case No.: Not reported
 Material FA: Petroleum

MAP FINDINGS

ATLANTIC TERMINAL (Continued) S100158411

Quantity: 20.00
 Units: Gallons
 Recovered: 15.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

30 South SYRACUSE WATER DEPT NY Spills S102168036
 < 1/8 HIAWATHA/SOLAR/RT 81 UP N/A
 0.071 mi. SYRACUSE, NY
 375 ft.

Relative: Lower
Actual: 374 ft.

SPILLS:
 Facility ID: 9505001
 Facility Type: ER
 DER Facility ID: 96565
 Site ID: 110141
 DEC Region: 7
 Spill Date: 1995-07-25
 Spill Number/Closed Date: 9505001 / 1995-07-25
 Spill Cause: Unknown
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1995-07-25
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Other
 Cleanup Ceased: 1995-07-25
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller County: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was MN *
 Remarks: *WATER DEPT REPAIRING LEAK ANTICIPATING CONTAMINATED SOIL. CALLED FOR BACK UP PLAN FOR SOIL REMOVAL.*

Material:
 Site ID: 110141
 Operable Unit ID: 1015925

MAP FINDINGS

SYRACUSE WATER DEPT (Continued) S102168036

Operable Unit: 01
 Material ID: 366531
 Material Code: 0064A
 Material Name: unknown material
 Case No.: Not reported
 Material FA: Other
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

E31 PYRAMID CO OF ONONDAGA NY Spills S109063166
 NE 320 WEST HIAWATHA BLVD N/A
 < 1/8 SYRACUSE, NY
 0.072 mi.
 381 ft.

Relative: Higher
Actual: 380 ft.

Site 3 of 4 in cluster E

SPILLS:
 Facility ID: 0802119
 Facility Type: ER
 DER Facility ID: 347579
 Site ID: 396207
 DEC Region: 7
 Spill Date: 2008-05-23
 Spill Number/Closed Date: 0802119 / 2008-05-23
 Spill Cause: Other
 Spill Class: No spill occurred. (Not Possible)
 SWIS: 3415
 Investigator: RUBRAZEL
 Referred To: Not reported
 Reported to Dept: 2008-05-23
 CID: 404
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: 2008-05-23
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: Not reported
 Remediation Phase: 0
 Date Entered In Computer: 2008-05-23
 Spill Record Last Update: 2012-01-23
 Spiller Name: ROB SCHOENECK
 Spiller Company: PYRAMID CO OF ONONDAGA
 Spiller Address: 320 WEST HIAWATHA BLVD
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 999
 Contact Name: ROB SCHOENECK
 Contact Phone: (315) 263-9770
 DEC Memo: *This was a notification for an Iron exceedance of the SPDES permit. Pyramid will attach an exception report to the DMR *
 Remarks: *levels of iron came back high from a lab test taking in April; have

MAP FINDINGS

PYRAMID CO OF ONONDAGA (Continued) S109063166

already spoken with Dick Brazell about the situation;"

Material:
 Site ID: 398207
 Operable Unit ID: 1155100
 Operable Unit: 01
 Material ID: 2145951
 Material Code: 0054A
 Material Name: unknown material
 Case No.: Not reported
 Material FA: Other
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

E32 NE MARLEY NY Spills S102164508
 < 1/8 OIL CITY, HIAWATHA BLVD SYRACUSE, NY
 0.072 mi. 381 ft. Site 4 of 4 in cluster E

Relative: Higher
 Actual: 380 ft.

SPILLS:
 Facility ID: 8809264
 Facility Type: ER
 DER Facility ID: 260671
 Site ID: 82607
 DEC Region: 7
 Spill Date: 1989-02-13
 Spill Number/Closed Date: 8809264 / 1989-02-13
 Spill Cause: Unknown
 Spill Class: No spill occurred. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1989-02-13
 CID: Not reported
 Water Affected: ONONDAGA CREEK
 Spill Source: Commercial/Industrial
 Spill Notifier: Local Agency
 Cleanup Ceased: 1989-02-13
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-03-08
 Spill Record Last Update: 1993-05-25
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: Not reported

MAP FINDINGS

MARLEY (Continued) S102164508

Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 02/13/89: DISCHARGE IS ONGOING. FOLLOW UP BY DHWR. 09/28/95: This is additional information about material spilled from the translation of the old spill file: POSSIBLE TOE.
 Remarks: *REPORTED LEACHING OF LIQUID FROM SITE NEAR FENCE ALONG BARGE CANAL WEST OF HESS TERMINAL. SAMPLE COLLECTED BY CITY. REFERRED TO DHWR.*

Material:
 Site ID: 82607
 Operable Unit ID: 925506
 Operable Unit: 01
 Material ID: 454018
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

F33 SW BUCKEYE TERMINAL NY Spills S102165896
 < 1/8 OIL CITY, HIAWATHA BLVD SYRACUSE, NY
 0.073 mi. 387 ft. Site 1 of 6 in cluster F

Relative: Lower
 Actual: 373 ft.

SPILLS:
 Facility ID: 8706539
 Facility Type: ER
 DER Facility ID: 213043
 Site ID: 106078
 DEC Region: 7
 Spill Date: 1987-11-02
 Spill Number/Closed Date: 8706539 / 1987-11-02
 Spill Cause: Unknown
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1987-11-02
 CID: Not reported
 Water Affected: BARGE CANAL
 Spill Source: Commercial/Industrial
 Spill Notifier: Citizen
 Cleanup Ceased: 1987-11-02
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1987-11-25
 Spill Record Last Update: 1988-11-08

MAP FINDINGS

BUCKEYE TERMINAL (Continued) S102165896

Spiller Name: Not reported
 Spiller Company: BUCKEYE BULK PLANT
 Spiller Address: OIL CITY
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV // : ANONYMOUS CALLER IS SAYING BUCKEYE IS TRYING TO COVER UP ANOTHER SPILL. // : ANONYMOUS CALLER IS SAYING BUCKEYE IS TRYING TO COVER UP ANOTHER SPILLRESPONSE BY AIR POLLUTION SECTION. // : ANONYMOUS CALLER IS SAYING BUCKEYE IS TRYING TO COVER UP ANOTHER SPILLRESPONSE BY AIR POLLUTION SECTION. NO RESPONSE MADE. *
 Remarks: *ANONYMOUS REPORT OF SPILL AT BUCKEYE.*

Material:
 Site ID: 106078
 Operable Unit ID: 912473
 Operable Unit: 01
 Material ID: 465548
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

F34 SW BUCKEYE TERMINAL NY Spills S102166039
 < 1/8 OIL CITY SYRACUSE, NY
 0.073 mi. 387 ft. Site 2 of 6 in cluster F

Relative: Lower
 Actual: 373 ft.

SPILLS:
 Facility ID: 9002467
 Facility Type: ER
 DER Facility ID: 101270
 Site ID: 166652
 DEC Region: 7
 Spill Date: 1990-06-03
 Spill Number/Closed Date: 9002467 / 1990-06-18
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1990-06-03
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: DEC
 Cleanup Ceased: 1990-06-18

MAP FINDINGS

BUCKEYE TERMINAL (Continued) S102166039

Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-06-07
 Spill Record Last Update: 1990-09-13
 Spiller Name: Not reported
 Spiller Company: BUCKEYE
 Spiller Address: SOLAR ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 06/18/90: ADVISED CITY ABOUT FUTURE WORK. 06/19/90: FOLLOW UP UNDER SPILL 8607298. *
 Remarks: *WATER MAIN BREAK ON HIAWATHA BLVD RESULTED IN PETROLEUM CONTAMINATION ENTERING STORM DRAIN.*

Material:
 Site ID: 166652
 Operable Unit ID: 940504
 Operable Unit: 01
 Material ID: 437208
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 8801993
 Facility Type: ER
 DER Facility ID: 259380
 Site ID: 321980
 DEC Region: 7
 Spill Date: 1988-05-13
 Spill Number/Closed Date: 8801993 / 1988-05-20
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1988-05-13
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1988-05-20
 Cleanup Meets Std: True

MAP FINDINGS

BUCKEYE TERMINAL (Continued) S102166039

Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1988-06-10
 Spill Record Last Update: 1988-06-10
 Spiller Name: Not reported
 Spiller Company: BUCKEYE TANK TERMINAL
 Spiller Address: SOLAR ST. SYRACUSE
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 05/20/88: NO APPARENT SPILLAGE. CRACK IN PIPE CAUSED BY RECENT EXCAVATION. NO APPARENT PETROLEUM ON WATER IN EXCAVATION. *
 Remarks: *SUMP TANK TEST FAILURE. WHEN EXCAVATED FOUND CRACK IN DRAIN FROM SINK IN SAMPLE HOUSE. SAMPLED EACH BATCH. MAY HAVE CRACKED WHEN EXCAVATED.*
 Material:
 Site ID: 321980
 Operable Unit ID: 919327
 Operable Unit: 01
 Material ID: 461122
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 8607298
 Facility Type: ER
 DER Facility ID: 259380
 Site ID: 321978
 DEC Region: 7
 Spill Date: 1987-03-02
 Spill Number/Closed Date: 8607298 / 1989-04-28
 Spill Cause: Equipment Failure
 Spill Class: Known release that creates potential for fire or hazard. DEC Response.
 Spill Class: Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1987-03-02
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1988-09-16

MAP FINDINGS

BUCKEYE TERMINAL (Continued) S102166039

Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1987-03-11
 Spill Record Last Update: 1990-02-28
 Spiller Name: Not reported
 Spiller Company: BUCKEYE TERMINAL
 Spiller Address: HIWATHA & SOLAR STREETS
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV // : WILL FILL ABOVE LECHARLES KISEL OF BUCKEYE 215-820-8300 DUCT TO ONE CORNER THEN VAC. // : 7/20/87 L ABOVE LECHARLES KISEL OF BUCKEYE 215-820-8300 DUCT TO ONE CORNER THEN VAC. // : 7/20/87 TWO RECOVERY WELLS AND TRENCHES INSTALLED. NO FREE PRODUCT ENTERING RECOVERY SYSTEM. // : FOUND VARIOUS DEPTHS OF FREE PRODUCT IN SEVERAL WELLS. WILL BAIL MANUALLY TO DETERMINE EXTENT & SEND MONTHLY REPORT. 7/20/87 TWO RECOVERY W. 04/27/88: MONTHLY SAMPLING OF RECOVERY SYSTEM DISCHARGE TO BE DONE. 120 GAL RECOVERED IN MARCH. 10/07/88: NO MONEY SPENT ON THIS SPILL. 11/22/88: NO NEW ACTIVITY. 05/16/89: JOEL LARKIN-KAGAN REQUESTED CARBON FILTERS ON DISCHARGE IMPROVED MONTHLY REPORTS. QUARTERLY SUBMITTAL. 09/01/89: LETTER TO BUCKEYE REQUIRING FURTHER STUDY. SUBMIT WORKPLAN BY 10/31/89. 10/31/89: LETTER FROM BUCKEYE-TERMINAL SOLD TO PYRAMID EFFECTIVE VERY SOON. PYRAMID WILL BE RESPONSIBLE FOR FURTHER CLEANUP. 01/18/91: PLAN OF STUDY FOR REMEDIATION DUE 01/18/91 FROM YAD. 04/23/91: PLAN OF STUDY FOR REMEDIATION APPROVED. TO BE COMPLETED BY 5/15-91. 05/17/91: MONITORING WELLS INSTALLED. TEST PITS DONE. SUN WOULD NOT ALLOW ACCESS FOR WELLS ALONG SOUTH SIDE OF SITE. REPORT TO BE SUBMITTED BY 06/01/91. INTERIM RECOVERY OPERATIONS TO BE RESUMED. 05/17/91: MONITORING WELLS INSTALLED. TEST PITS DONE. SUN WOULD NOT ALLOW ACCESS FOR WELLS ALONG SOUTH SIDE OF SITE. REPORT TO BE SUBMITTED BY 05/20/91. INTERIM RECOVERY OPERATIONS TO BE RESUMED. 02/28/92: REFERRED TO LEGAL AFFAIRS FOR ENFORCEMENT. NEEDS INTERIM RMEDIAL MEASURES. MORE GW INVESTIGATION AND TREATMENT OR DISPOSAL OF SOIL PILE.*
 Remarks: *2000 BARREL ABOVE GROUND TANK IS LEAKING. RECOVERY SYSTEMS INSTALLED.*
 Material:
 Site ID: 321978
 Operable Unit ID: 905043
 Operable Unit: 01
 Material ID: 472810
 Material Code: 0009
 Material Name: Not reported
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 12495.00
 Units: Gallons
 Recovered: 5930.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Remarks:

Material:
 Site ID: 321978
 Operable Unit ID: 905043
 Operable Unit: 01
 Material ID: 472810
 Material Code: 0009
 Material Name: Not reported
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 12495.00
 Units: Gallons
 Recovered: 5930.00
 Resource Affected: Not reported
 Oxygenate: Not reported

MAP FINDINGS

BUCKEYE TERMINAL (Continued) S102166039

Tank Test:

F35 YAD TERMINAL OIL CITY, HIWATHA BLVD SYRACUSE, NY NY Spills S102166913 N/A
 Relative: Lower
 Actual: 373 ft.
 Site 3 of 6 in cluster F

SPILLS:
 Facility ID: 9010930
 Facility Type: ER
 DER Facility ID: 260671
 Site ID: 317818
 DEC Region: 7
 Spill Date: 1990-01-14
 Spill Number/Closed Date: 9010930 / 1991-01-31
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1991-01-14
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-01-14
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 1991-01-25
 Spill Record Last Update: 1991-01-31
 Spiller Name: Not reported
 Spiller Company: HESS
 Spiller Address: HIWATHA BLVD.
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 01/31/91: GASKET FAILED ON PUMP RECENTLY INSTALLED SPILL CONTAINED ON CONCRETE. EPS RECOVERED SPILLED PRODUCT W/ VAC TRUCK. *
 Remarks: *SPILL CONTAINED ON CONCRETE PAD. ENVIRONMENTAL OIL ON SCENE WITH VAC TRUCK. WERE MAKING A TRANSFER WHEN SPILL OCCURRED.*
 Material:
 Site ID: 317818
 Operable Unit ID: 948013
 Operable Unit: 01
 Material ID: 431034
 Material Code: 0012A
 Material Name: kerosene
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 50.00

MAP FINDINGS

YAD TERMINAL (Continued) S102166913

Units: Gallons
 Recovered: 40.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

F36 HESS STAT. 32214 410 HIWATHA BOULEVARD SYRACUSE, NY NY Spills S111065536 N/A
 Relative: Lower
 Actual: 373 ft.
 Site 4 of 6 in cluster F

SPILLS:
 Facility ID: 9501942
 Facility Type: ER
 DER Facility ID: 405415
 Site ID: 128759
 DEC Region: 7
 Spill Date: 1995-05-16
 Spill Number/Closed Date: 9501942 / 2002-08-06
 Spill Cause: Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-05-16
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: True
 Remediation Phase: 0
 Date Entered in Computer: 1995-05-17
 Spill Record Last Update: 2011-06-23
 Spiller Name: Not reported
 Spiller Company: AMARADA HESS
 Spiller Address: Not reported
 Spiller City,St,Zip: NEW JERSEY, ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 09/28/95: This is additional information about material spilled from the translation of the old spill file. CONTAMINATED SOIL. 05/21/98: HESS REPORTED THAT CONTAMINATED SOIL WAS ENCOUNTERED DURING INSTALLATION OF NEW HESS SIGNS. *CONTAMINATED SOIL FOUND DURING TANK EXCAVATION. SEE SPILL NO. 90-06528 FOR STIPULATION AGREEMENT THAT WAS SIGNED.*
 Remarks: *CONTAMINATED SOIL FOUND DURING TANK EXCAVATION. SEE SPILL NO. 90-06528 FOR STIPULATION AGREEMENT THAT WAS SIGNED.*
 Material:
 Site ID: 128759

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

HESS STAT. 32214 (Continued) S111065536

Operable Unit ID: 1016381
 Operable Unit: 01
 Material ID: 367015
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

F37 SSW < 1/8 0.076 mi. 411 ft. HESS - HIAWATHA BLVD. OIL CITY, 410 W. HIAWATHA SYRACUSE, NY NY Spills S102164580 N/A Site 5 of 6 in cluster F

Relative: Lower
 Actual: 373 ft.
 SPILLS:
 Facility ID: 9006528
 Facility Type: ER
 DER Facility ID: 405414
 Site ID: 287401
 DEC Region: 7
 Spill Date: 1990-09-13
 Spill Number/Closed Date: 9006528 / 2002-08-07
 Spill Cause: Unknown
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1990-09-13
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: True
 Remediation Phase: 0
 Date Entered In Computer: 1990-10-09
 Spill Record Last Update: 2002-08-07
 Spiller Name: Not reported
 Spiller Company: AMERADA HESS CORP.
 Spiller Address: 1 HESS PLAZA
 Spiller City, St, Zip: WOODBRIDGE, NJ 07095
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

HESS - HIAWATHA BLVD. (Continued) S102164580

CM 10/12/90: FREE PRODUCT FOUND AT EXCAVATION DURING TANK REMOVAL. 04/30/91: A PUMP AND TREATMENT SYSTEM HAS BEEN INSTALLED AT THIS SITE BY EPS. 07/03/91: PUMP AND TREATMENT SYSTEM HAS BEEN INSTALLED. ALSO SOIL VENTING IN SITU AND EXCAV. SOIL PILE PENDING AIR PERMIT ISSUANCE. EMS TO SUBMIT MONTHLY REPORTS ON WEEKLY TREATMENT SYSTEM SAMPLING. THIS IS A SPILL IS LOCATED IN THE OIL CITY PROJECT, THIS MAY NOT BE A CLOSED SPILL, RSE BRAZELL IS IN CHARGE OF THIS *
 FREE PRODUCT IN WELL

Remarks:

Material:
 Site ID: 267401
 Operable Unit ID: 944032
 Operable Unit: 01
 Material ID: 433982
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 1000.00
 Units: Gallons
 Recovered: 700.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

F38 SSW < 1/8 0.078 mi. 411 ft. AMERADA HESS B685 HIAWATHA BLVD WEST SYRACUSE, NY NY Spills S105142394 N/A Site 6 of 6 in cluster F

Relative: Lower
 Actual: 373 ft.
 SPILLS:
 Facility ID: 0106573
 Facility Type: ER
 DER Facility ID: 111299
 Site ID: 129086
 DEC Region: 7
 Spill Date: 2001-09-24
 Spill Number/Closed Date: 0106573 / 2001-09-25
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2001-09-24
 CID: 207
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

AMERADA HESS B685 (Continued) S105142394

Date Entered In Computer: 2001-09-24
 Spill Record Last Update: 2001-09-25
 Spiller Name: CALLER
 Spiller Company: WASTE MANAGEMENT
 Spiller Address: 4545 MORGAN PLACE
 Spiller City, St, Zip: LIVERPOOL, NY - 001
 Spiller Company: WILLIAM O'CONNOR
 Contact Name: (315) 457-0003
 Contact Phone:
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *cleanup complete*

Material:
 Site ID: 129086
 Operable Unit ID: 844785
 Operable Unit: 01
 Material ID: 531418
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 7.00
 Units: Gallons
 Recovered: 7.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

G39 SSW < 1/8 0.084 mi. 445 ft. AMERADA HESS CORP #32214 420 HIAWATHA BLVD WEST SYRACUSE, NY 13204 NJ MANIFEST S109533810 N/A Site 1 of 7 in cluster G

Relative: Lower
 Actual: 373 ft.
 NJ MANIFEST:
 EPA ID: NYR000030015
 Mail Address: 1 HESS PLAZA, WB-AMR
 Mail City/State/Zip: WOODBRIDGE 07095
 Facility Phone: 9087506000
 Emergency Phone: Not reported
 Contact: IRENE SANKEY
 Comments: Not reported
 SIC Code: Not reported
 County: 00
 Municipal: 00
 Previous EPA ID: Not reported
 Gen Flag: X
 Trans Flag: Not reported
 TSDF Flag: Not reported
 Name Change: Not reported
 Date Change: Not reported
 Manifest:
 Manifest Number: 001056651GBF
 EPA ID: NYR000030015

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

AMERADA HESS CORP #32214 (Continued) S109533810

Date Shipped: 1/20/2011
 TSDF EPA ID: NJD002200046
 Transporter EPA ID: NJ000027193
 Transporter 2 EPA ID: Not reported
 Transporter 3 EPA ID: Not reported
 Transporter 4 EPA ID: Not reported
 Transporter 5 EPA ID: Not reported
 Transporter 6 EPA ID: Not reported
 Transporter 7 EPA ID: Not reported
 Transporter 8 EPA ID: Not reported
 Transporter 9 EPA ID: Not reported
 Transporter 10 EPA ID: Not reported
 Date Trans1 Transported Waste: Not reported
 Date Trans2 Transported Waste: Not reported
 Date Trans3 Transported Waste: Not reported
 Date Trans4 Transported Waste: Not reported
 Date Trans5 Transported Waste: Not reported
 Date Trans6 Transported Waste: Not reported
 Date Trans7 Transported Waste: Not reported
 Date Trans8 Transported Waste: Not reported
 Date Trans9 Transported Waste: Not reported
 Date Trans10 Transported Waste: Not reported
 Date TSDF Received Waste: Not reported
 TSDF EPA Facility Name: Not reported
 QTY Units: Not reported
 Transporter SEQ ID: Not reported
 Transporter-1 Date: Not reported
 Waste SEQ ID: Not reported
 Waste Type Code 2: Not reported
 Waste Type Code 3: Not reported
 Waste Type Code 4: Not reported
 Waste Type Code 5: Not reported
 Waste Type Code 6: Not reported
 Date Accepted: Not reported
 Manifest Discrepancy Type: Not reported
 Data Entry Number: Not reported
 Was Load Rejected: WOODBRIDGE 07095
 Reason Load Was Rejected: Not reported

Waste:
 Manifest Year: Not reported
 Waste Code: C001
 Hand Code: H141
 Quantity: 653.00 Pounds

Manifest Number: 003634835JK
 EPA ID: NYR000030015
 Date Shipped: 04/19/2008
 TSDF EPA ID: NJD002200046
 Transporter EPA ID: NJ000027193
 Transporter 2 EPA ID: Not reported
 Transporter 3 EPA ID: Not reported
 Transporter 4 EPA ID: Not reported
 Transporter 5 EPA ID: Not reported
 Transporter 6 EPA ID: Not reported
 Transporter 7 EPA ID: Not reported
 Transporter 8 EPA ID: Not reported

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AMERADA HESS CORP #32214 (Continued)

S109533810

Transporter 9 EPA ID: Not reported
 Transporter 10 EPA ID: Not reported
 Date Trans1 Transported Waste: 04/19/2008
 Date Trans2 Transported Waste: Not reported
 Date Trans3 Transported Waste: Not reported
 Date Trans4 Transported Waste: Not reported
 Date Trans5 Transported Waste: Not reported
 Date Trans6 Transported Waste: Not reported
 Date Trans7 Transported Waste: Not reported
 Date Trans8 Transported Waste: Not reported
 Date Trans9 Transported Waste: Not reported
 Date Trans10 Transported Waste: Not reported
 Date TSDF Received Waste: 04/21/2009
 TSDF EPA Facility Name: Not reported
 QTY Units: Not reported
 Transporter SEQ ID: Not reported
 Transporter 1 Date: Not reported
 Waste SEQ ID: Not reported
 Waste Type Code 2: Not reported
 Waste Type Code 3: Not reported
 Waste Type Code 4: Not reported
 Waste Type Code 5: Not reported
 Waste Type Code 6: Not reported
 Date Accepted: Not reported
 Manifest Discrepancy Type: Not reported
 Data Entry Number: Not reported
 Was Load Rejected: WOODBRIDGE 07095
 Reason Load Was Rejected: Not reported

Waste:
 Manifest Year: Not reported
 Waste Code: D001
 Hand Code: H141
 Quantity: 20 G

Manifest Number: 003536428JJK
 EPA ID: NYR000030015
 Date Shipped: 10/08/2009
 TSDF EPA ID: NJD002200046
 Transporter EPA ID: NJ000027193
 Transporter 2 EPA ID: Not reported
 Transporter 3 EPA ID: Not reported
 Transporter 4 EPA ID: Not reported
 Transporter 5 EPA ID: Not reported
 Transporter 6 EPA ID: Not reported
 Transporter 7 EPA ID: Not reported
 Transporter 8 EPA ID: Not reported
 Transporter 9 EPA ID: Not reported
 Transporter 10 EPA ID: Not reported
 Date Trans1 Transported Waste: 10/08/2009
 Date Trans2 Transported Waste: Not reported
 Date Trans3 Transported Waste: Not reported
 Date Trans4 Transported Waste: Not reported
 Date Trans5 Transported Waste: Not reported
 Date Trans6 Transported Waste: Not reported
 Date Trans7 Transported Waste: Not reported
 Date Trans8 Transported Waste: Not reported

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AMERADA HESS CORP #32214 (Continued)

S109533810

Date Trans9 Transported Waste: Not reported
 Date Trans10 Transported Waste: Not reported
 Date TSDF Received Waste: 10/09/2009
 TSDF EPA Facility Name: Not reported
 QTY Units: Not reported
 Transporter SEQ ID: Not reported
 Transporter-1 Date: Not reported
 Waste SEQ ID: Not reported
 Waste Type Code 2: Not reported
 Waste Type Code 3: Not reported
 Waste Type Code 4: Not reported
 Waste Type Code 5: Not reported
 Waste Type Code 6: Not reported
 Date Accepted: Not reported
 Manifest Discrepancy Type: Not reported
 Data Entry Number: Not reported
 Was Load Rejected: WOODBRIDGE 07095
 Reason Load Was Rejected: Not reported

Waste:
 Manifest Year: Not reported
 Waste Code: D001
 Hand Code: H141
 Quantity: 55 G

G40 P C O TERMINAL FACILITY
 SSW 420 W HIAWATHA BLVD
 < 1/8 SYRACUSE, NY 13204
 0.084 mi.
 445 ft.

Site 2 of 7 in cluster G
 Relative: VCP
 Lower: Program Type: VCP
 Site Code: 56772
 Actual: HW Code: V00002
 373 ft. Site Class: C
 SWIS: 3415
 Region: 7
 Town: Syracuse (c)
 Acres: Not reported
 Date Record Added: 11/30/2000
 Date Record Updated: 12/08/2014
 Updated By: HDWARNER
 Site Description: Amerada Hess used this property as a petroleum storage facility. Data from groundwater monitoring and a review of DEC spill records revealed that groundwater is contaminated by petroleum and has historically been discharged on the site. Pyramid plans to use this property for expansion or the Carousel Mall DEC denied this parcel in the Brownfield program. Pyramid filed a lawsuit and won. The DEC, through the AG has filed an appeal

Env Problem: This project is out of compliance regarding testing the effectiveness of the in-situ bioremediation system and the submital of analytical data with the pump and treat system. Pyramid has indicated over the last 6 years that as the mall expansion or DestNY USA project takes off they will address the noncompliance issues at that time. Last

NY VCP 1000352842
 NY Spills NYD010766822
 RCRA NonGen / NLR NY MANIFEST

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P C O TERMINAL FACILITY (Continued)

1000352842

year Pyramid applied for a Brownfield Determination to address these issues as a Brownfield project. If the project is ruled ineligible then the DEC needs to address how to deal with the non-compliance issues. The courts have ruled that the project is eligible to come into the Brownfield project. The DEC has filed a legal appeal. DestNY USA(Pyramid) sued in court and the court ruled that DestNY was to be allowed into the Brownfield program. DestNY was sent a Brownfield application but has yet to execute the agreement. This project is to be addressed under the Brownfield agreement

Health Problem: Not reported

SPILLS:

Facility ID: 9808195
 Facility Type: ER
 DER Facility ID: 55656
 Site ID: 125114
 DEC Region: 7
 Spill Date: 1998-10-03
 Spill Number/Closed Date: 9808195 / 1998-10-05
 Spill Cause: Human Error
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1998-10-03
 CID: 382
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1998-10-03
 Spill Record Last Update: 1999-01-19
 Spiller Name: PETER HAID
 Spiller Company: AMERADA HESS CORP
 Spiller Address: 1 HESS PLAZA
 Spiller City,St,Zip: WOODBRIDGE, NJ 07095-001
 Spiller Company: 001
 Contact Name: PETER HAID
 Contact Phone: (732) 750-6555
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM
 Remarks: *CUSTOMER DROVE OFF WITH THE NOZZLE STILL IN THE CAR. SURFACE WAS CLEANED. THE REMAINING 1 GAL WILL BE CLEANED BY A CONTRACTOR.*

Material:

Tank Test:
 Facility ID: 9302998

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P C O TERMINAL FACILITY (Continued)

1000352842

Facility Type: ER
 DER Facility ID: 55656
 Site ID: 183507
 DEC Region: 7
 Spill Date: 1993-06-05
 Spill Number/Closed Date: 9302998 / 1993-07-08
 Spill Cause: Human Error
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Writing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1993-06-05
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: Affected Persons
 Cleanup Ceased: 1993-07-08
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1993-07-07
 Spill Record Last Update: 1995-03-14
 Spiller Name: Not reported
 Spiller Company: AMERADA HESS
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN *
 Remarks: *CUSTOMER DROVE OFF WITH NOZZLE IN TANK. SPEEDI DRI APPLIED.*

Material:
 Site ID: 183507
 Operable Unit ID: 981250
 Operable Unit: 01
 Material ID: 400097
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: P C O TERMINAL FACILITY

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MAP FINDINGS

P C O TERMINAL FACILITY (Continued) 1000352842

Facility address: 420 W HIAWATHA BLVD
 SYRACUSE, NY 132041100
 EPA ID: NYD010766822
 Mailing address: CLINTON EXCHANGE
 SYRACUSE, NY 13202
 Contact: Not reported
 Contact address: CLINTON EXCHANGE
 SYRACUSE, NY 13202
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Land type: Private
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: PYRAMID CO OF ONONDAGA
 Owner/operator address: 4 CLINTON EXCHANGE
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 422-7000
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: PYRAMID CO OF ONONDAGA
 Owner/operator address: 4 CLINTON EXCHANGE
 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: (315) 422-7000
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006

MAP FINDINGS

P C O TERMINAL FACILITY (Continued) 1000352842

Site name: P C O TERMINAL FACILITY
 Classification: Not a generator, verified
 Date form received by agency: 07/08/1999
 Site name: P C O TERMINAL FACILITY
 Classification: Not a generator, verified

Date form received by agency: 03/25/1996
 Site name: AMERADA HESS - STATION #32214
 Classification: Large Quantity Generator

Date form received by agency: 09/21/1994
 Site name: P C O TERMINAL FACILITY
 Classification: Large Quantity Generator

Waste code: D000
 Waste name: Not Defined
 Waste code: D001
 Waste name: IGNITABLE WASTE

Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: D003
 Waste name: REACTIVE WASTE

Waste code: D006
 Waste name: CADMIUM
 Waste code: D007
 Waste name: CHROMIUM

Waste code: D008
 Waste name: LEAD
 Waste code: D018
 Waste name: BENZENE

Waste code: D005
 Waste name: METHYL ETHYL KETONE

Waste code: F003
 Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F005
 Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE.

MAP FINDINGS

P C O TERMINAL FACILITY (Continued) 1000352842

2-ETHOXYETHANOL AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: K052
 Waste name: TANK BOTTOMS (LEADED) FROM THE PETROLEUM REFINING INDUSTRY.
 Waste code: X003
 Waste name: OTHER STATE REGULATED WASTES [i.e., DIESEL FUEL, GASOLINE AND HOME HEATING OIL]

Date form received by agency: 03/25/1994
 Site name: AMERADA HESS CORP SYRACUSE TERMINAL
 Classification: Large Quantity Generator

Date form received by agency: 02/11/1992
 Site name: AMERADA HESS
 Classification: Large Quantity Generator

Date form received by agency: 03/01/1990
 Site name: AMERADA HESS CORPORATION
 Classification: Large Quantity Generator

Violation Status: No violations found

Evaluation Action Summary:
 Evaluation date: 08/07/1984
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 08/28/1984
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

NY MANIFEST:
 Country: USA
 EPA ID: NYD010766822
 Facility Status: Not reported
 Location Address 1: 420 HIAWATHA BLVD WEST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13208
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD010766822
 Mailing Name: PCO TERMINAL FACILITY
 Mailing Contact: BRUCE KENAN
 Mailing Address 1: 4 CLINTON EXCHANGE

MAP FINDINGS

P C O TERMINAL FACILITY (Continued) 1000352842

Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13202
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154723316

NY MANIFEST:
 Document ID: NJA2122491
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: 006815
 Trans2 State ID: Not reported
 Generator Ship Date: 08/10/1995
 Trans1 Recv Date: 08/10/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/11/1995
 Part A Recv Date: 09/15/1995
 Part B Recv Date: 09/01/1995
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: PAD014146179
 Trans2 EPA ID: Not reported
 TSD ID 1: NJD002200046
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B - Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02000
 Units: P - Pounds

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

P C O TERMINAL FACILITY (Continued)

1000352842

Number of Containers: 005
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: LAA3217518
Manifest Status: K
seq: Not reported
Year: 1994
Trans1 State ID: Not reported
Trans2 State ID: Not reported
Generator Ship Date: 10/27/1994
Trans1 Recv Date: 10/27/1994
Trans2 Recv Date: / /
TSD Site Recv Date: 11/11/1994
Part A Recv Date: / /
Part B Recv Date: 01/03/1995
Generator EPA ID: NYD010766822
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: LAD981657706
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00150
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00056
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

P C O TERMINAL FACILITY (Continued)

1000352842

Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 03000
Units: P - Pounds
Number of Containers: 019
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01000
Units: P - Pounds
Number of Containers: 005
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NJA1861657
Manifest Status: K
seq: Not reported
Year: 1994
Trans1 State ID: S50060
Trans2 State ID: S50060
Generator Ship Date: 03/01/1994
Trans1 Recv Date: 03/01/1994
Trans2 Recv Date: 03/08/1994
TSD Site Recv Date: 03/11/1994
Part A Recv Date: 03/22/1994
Part B Recv Date: 04/05/1994
Generator EPA ID: NYD010766822
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: NYD980761191
TSDF ID 1: NJD002200046
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

P C O TERMINAL FACILITY (Continued)

1000352842

Waste Code: Not reported
Quantity: 00950
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 019
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYB5613687
Manifest Status: C
seq: Not reported
Year: 1994
Trans1 State ID: PD1917NY
Trans2 State ID: Not reported
Generator Ship Date: 09/30/1994
Trans1 Recv Date: 09/30/1994
Trans2 Recv Date: / /
TSD Site Recv Date: 09/30/1994
Part A Recv Date: 10/13/1994
Part B Recv Date: 10/13/1994
Generator EPA ID: NYD010766822
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: NYD095577342
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Quantity: 01490
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: NYB5613669
Manifest Status: C
seq: Not reported
Year: 1994
Trans1 State ID: PD1912NY
Trans2 State ID: PD1912NY
Generator Ship Date: 09/27/1994

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

P C O TERMINAL FACILITY (Continued)

1000352842

Trans1 Recv Date: 09/27/1994
Trans2 Recv Date: 09/29/1994
TSD Site Recv Date: 09/29/1994
Part A Recv Date: 10/13/1994
Part B Recv Date: 10/07/1994
Generator EPA ID: NYD010766822
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: Not reported
TSDF ID 1: NYD095577342
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 03000
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: CTF0246539
Manifest Status: C
seq: Not reported
Year: 1994
Trans1 State ID: 8460ACT
Trans2 State ID: Not reported
Generator Ship Date: 02/21/1994
Trans1 Recv Date: 02/21/1994
Trans2 Recv Date: / /
TSD Site Recv Date: 02/22/1994
Part A Recv Date: 03/14/1994
Part B Recv Date: 03/10/1994
Generator EPA ID: NYD010766822
Trans1 EPA ID: CTD021816889
Trans2 EPA ID: Not reported
TSDF ID 1: CTD021816889
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported

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P C O TERMINAL FACILITY (Continued)

1000352842

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00800
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NUA1861661
 Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: 50060
 Trans2 State ID: 50060
 Generator Ship Date: 02/14/1994
 Trans1 Recv Date: 02/14/1994
 Trans2 Recv Date: 02/15/1994
 TSD Site Recv Date: 02/16/1994
 Part A Recv Date: 03/07/1994
 Part B Recv Date: 03/07/1994
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NJD02200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00550
 Units: G - Gallons (liquids only)* (8.3 pounds)

P C O TERMINAL FACILITY (Continued)

1000352842

Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYB5613588
 Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: PP3562NY
 Trans2 State ID: Not reported
 Generator Ship Date: 08/31/1994
 Trans1 Recv Date: 08/31/1994
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/06/1994
 Part A Recv Date: 09/13/1994
 Part B Recv Date: 09/15/1994
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD04835679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 27830
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 023
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: B002 - PETROLEUM OIL WITH 50 BUT < 500 PPM PCB
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

P C O TERMINAL FACILITY (Continued)

1000352842

Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01760
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: L Landfil.
 Specific Gravity: 100
 Document ID: NYB5613615
 Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: NYPD1908
 Trans2 State ID: Not reported
 Generator Ship Date: 09/22/1994
 Trans1 Recv Date: 09/22/1994
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/22/1994
 Part A Recv Date: 10/05/1994
 Part B Recv Date: 10/03/1994
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYD05577342
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYB5613624
 Manifest Status: C
 seq: Not reported

P C O TERMINAL FACILITY (Continued)

1000352842

Year: 1994
 Trans1 State ID: NYPD1908
 Trans2 State ID: Not reported
 Generator Ship Date: 09/23/1994
 Trans1 Recv Date: 09/23/1994
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/23/1994
 Part A Recv Date: 10/05/1994
 Part B Recv Date: 10/07/1994
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD05577342
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 03200
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NYB5613606
 Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: PD1912
 Trans2 State ID: Not reported
 Generator Ship Date: 09/16/1994
 Trans1 Recv Date: 09/16/1994
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/16/1994
 Part A Recv Date: 09/29/1994
 Part B Recv Date: 09/29/1994
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD05577342
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported

MAP FINDINGS

P C O TERMINAL FACILITY (Continued)

1000352842

Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100
 Document ID: NJA1701859
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: NJDEPS724
 Trans2 State ID: NJDEPS068
 Generator Ship Date: 07/27/1993
 Trans1 Recv Date: 07/27/1993
 Trans2 Recv Date: 07/30/1993
 TSD Site Recv Date: 07/30/1993
 Part A Recv Date: / /
 Part B Recv Date: 08/19/1993
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD051809952
 Trans2 EPA ID: PAD014146179
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

MAP FINDINGS

P C O TERMINAL FACILITY (Continued)

1000352842

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00150
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA1535716
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: NJDEPS068
 Trans2 State ID: Not reported
 Generator Ship Date: 05/18/1993
 Trans1 Recv Date: 05/18/1993
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/20/1993
 Part A Recv Date: 06/10/1993
 Part B Recv Date: 06/02/1993
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: PAD014146179
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01000
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA1701920
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: 43347NY
 Trans2 State ID: NJDPS0681

MAP FINDINGS

P C O TERMINAL FACILITY (Continued)

1000352842

Generator Ship Date: 07/21/1993
 Trans1 Recv Date: 07/21/1993
 Trans2 Recv Date: 07/23/1993
 TSD Site Recv Date: 07/26/1993
 Part A Recv Date: / /
 Part B Recv Date: 08/06/1993
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NYD051809952
 Trans2 EPA ID: PAD014146179
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01600
 Units: P - Pounds
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00122
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: PAC4904130
 Manifest Status: K
 seq: Not reported
 Year: 1992
 Trans1 State ID: PA44K0067
 Trans2 State ID: Not reported
 Generator Ship Date: 04/07/1992
 Trans1 Recv Date: 04/07/1992
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/08/1992

MAP FINDINGS

P C O TERMINAL FACILITY (Continued)

1000352842

Part A Recv Date: 04/16/1992
 Part B Recv Date: 09/08/1992
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 03500
 Units: P - Pounds
 Number of Containers: 007
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA1467039
 Manifest Status: C
 seq: Not reported
 Year: 1992
 Trans1 State ID: NJDEPS746
 Trans2 State ID: NJDEPS103
 Generator Ship Date: 06/18/1992
 Trans1 Recv Date: 06/18/1992
 Trans2 Recv Date: 06/25/1992
 TSD Site Recv Date: 06/25/1992
 Part A Recv Date: 08/27/1992
 Part B Recv Date: 07/08/1992
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: PAD097155014

P C O TERMINAL FACILITY (Continued)

1000352842

Trans2 EPA ID: NJD081873664
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00110
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00385
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 007
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA1467132
 Manifest Status: K
 seq: Not reported
 Year: 1992
 Trans1 State ID: NJDEPS746
 Trans2 State ID: Not reported
 Generator Ship Date: 10/08/1992
 Trans1 Recv Date: 10/08/1992
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/09/1992
 Part A Recv Date: 11/05/1992
 Part B Recv Date: 12/30/1992
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: PAD097155014
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported

P C O TERMINAL FACILITY (Continued)

1000352842

Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00220
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: PAC1270850
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: PAH40067
 Trans2 State ID: Not reported
 Generator Ship Date: 07/09/1991
 Trans1 Recv Date: 07/09/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/11/1991
 Part A Recv Date: 07/24/1991
 Part B Recv Date: 07/19/1991
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported

P C O TERMINAL FACILITY (Continued)

1000352842

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA0968077
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: NJDEPS746
 Trans2 State ID: Not reported
 Generator Ship Date: 05/08/1991
 Trans1 Recv Date: 05/08/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/10/1991
 Part A Recv Date: 07/17/1991
 Part B Recv Date: 05/29/1991
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: PAD097155014
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00605
 Units: G - Gallons (liquids only)* (8.3 pounds)

P C O TERMINAL FACILITY (Continued)

1000352842

Number of Containers: 011
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NJA0901141
 Manifest Status: K
 seq: Not reported
 Year: 1990
 Trans1 State ID: NJDEPS746
 Trans2 State ID: Not reported
 Generator Ship Date: 12/03/1990
 Trans1 Recv Date: 12/03/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/04/1990
 Part A Recv Date: 01/09/1991
 Part B Recv Date: 01/02/1991
 Generator EPA ID: NYD010766822
 Trans1 EPA ID: PAD097155014
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04400
 Units: P - Pounds
 Number of Containers: 011
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Click this [hyperlink](#) while viewing on your computer to access 9 additional NY_MANIFEST: record(s) in the EDR Site Report.

MAP FINDINGS

G41 **HESS CORPORATION** **RCRA-CESQG** **1004760029**
SSW **420T HIAWATHA BLVD W** **NY MANIFEST** **NYR000030015**
< 1/8 **SYRACUSE, NY 13204**
0.084 mi.
445 ft. **Site 3 of 7 in cluster G**

Relative: RCRA-CESQG:
Lower: Date form received by agency: 01/01/2007
Facility name: HESS CORPORATION
Facility address: 420T HIAWATHA BLVD W
SYRACUSE, NY 13204
EPA ID: NYR000030015
Mailing address: HESS PLAZA
WOODBRIDGE, NJ 07095
Contact: JOHN GETTNER
Contact address: HESS PLAZA
WOODBRIDGE, NJ 07095
Contact country: US
Contact telephone: (732) 750-7105
Contact email: Not reported
EPA Region: 02
Classification: Conditionally Exempt Small Quantity Generator
Description: Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time, 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time, 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Actual: 373 ft.

Owner/Operator Summary:
Owner/operator name: HESS CORPORATION
Owner/operator address: HESS PLAZA
WOODBRIDGE, NJ 07095
Owner/operator country: US
Owner/operator telephone: (732) 750-6000
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: 08/01/2006
Owner/Op end date: Not reported

Owner/operator name: AMERADA HESS CORP
Owner/operator address: 1 HESS PLZ
WOODBRIDGE, NJ 07095
Owner/operator country: US
Owner/operator telephone: (732) 750-6000
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Owner/operator name: HESS CORPORATION

MAP FINDINGS

HESS CORPORATION (Continued) **1004760029**

Owner/operator address: Not reported
Owner/operator telephone: Not reported
Owner/operator country: US
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: 08/01/2006
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Universal Waste Summary:
Waste type: Batteries
Accumulated waste on-site: Yes
Generated waste on-site: Yes
Waste type: Lamps
Accumulated waste on-site: Yes
Generated waste on-site: Yes

Historical Generators:
Date form received by agency: 08/01/2006
Site name: HESS CORPORATION
Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 07/31/2006
Site name: HESS CORPORATION
Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 01/28/1998
Site name: AMERADA HESS STATION 32214
Classification: Conditionally Exempt Small Quantity Generator

Waste code: D000
Waste name: Not Defined

Waste code: D001
Waste name: IGNITABLE WASTE

Waste code: D018
Waste name: BENZENE

MAP FINDINGS

HESS CORPORATION (Continued) **1004760029**

Violation Status: No violations found

NY MANIFEST:
Country: USA
EPA ID: NYR000030015
Facility Status: Not reported
Location Address 1: 420T WEST HIAWATHA BOULEVARD
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYR000030015
Mailing Name: HESS STATION 32214
Mailing Contact: THOMAS WHITTAKER
Mailing Address 1: 1 HESS PLAZA WB-6
Mailing Address 2: Not reported
Mailing City: WOODBRIDGE
Mailing State: NJ
Mailing Zip: 07095
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 9087506225

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: NJ000027193
Trans2 State ID: Not reported
Generator Ship Date: 01/20/2011
Trans1 Recv Date: 01/20/2011
Trans2 Recv Date: Not reported
TSD Site Recv Date: 01/21/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000030015
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJ002200046
TSD ID 2: Not reported
Manifest Tracking Number: 001056651GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141

MAP FINDINGS

HESS CORPORATION (Continued) **1004760029**

Waste Code: Not reported
Quantity: 500.0
Units: Pounds
Number of Containers: 3.0
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: D018
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009
Trans1 State ID: NJ000027193
Trans2 State ID: Not reported
Generator Ship Date: 10/08/2009
Trans1 Recv Date: 10/08/2009
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/09/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000030015
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJ002200046
TSD ID 2: Not reported
Manifest Tracking Number: 003536428JKJ
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 55.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1.0

HESS CORPORATION (Continued) 1004760029

Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: D018
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2008
 Trans1 State ID: NJ0000027193
 Trans2 State ID: Not reported
 Generator Ship Date: 04/19/2008
 Trans1 Recv Date: 04/19/2008
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 04/21/2008
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000030015
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: 003694855JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 20.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: D018
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

HESS CORPORATION (Continued) 1004760029

Document ID: NJA4114527
 Manifest Status: Not reported
 seq: 01
 Year: 2003
 Trans1 State ID: 06015
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/2003
 Trans1 Recv Date: 07/01/2003
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 07/07/2003
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000030015
 Trans1 EPA ID: [AD014146179
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00150
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NJA2755453
 Manifest Status: Not reported
 seq: 01
 Year: 1998
 Trans1 State ID: 006815
 Trans2 State ID: Not reported
 Generator Ship Date: 01/07/1998
 Trans1 Recv Date: 01/07/1998
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/08/1998
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000030015
 Trans1 EPA ID: PAD014146179
 Trans2 EPA ID: Not reported

HESS CORPORATION (Continued) 1004760029

TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00400
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfill.
 Specific Gravity: 01.00

Document ID: NJA2790384
 Manifest Status: Not reported
 seq: 01
 Year: 1998
 Trans1 State ID: 06815
 Trans2 State ID: Not reported
 Generator Ship Date: 10/09/1998
 Trans1 Recv Date: 10/09/1998
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/12/1998
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000030015
 Trans1 EPA ID: PAD014146179
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP

HESS CORPORATION (Continued) 1004760029

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00100
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00

G42 AMERADA HESS SYRACUSE TERM. NY MOSF S102167161
SSW 420 W. HIAWATHA BLVD. NY CBS NYA
< 1/8 SYRACUSE, NY 13204 NY CBS AST NY MOSF AST NY Spills

0.084 mi. Site 4 of 7 in cluster G
445 ft.

Relative: MOSF
Lower Facility ID: 7-1360
 Program Type: MOSF
Actual: Tank Status: Unregulated/Closed
 373 ft. Expiration Date: Not reported
 Dec Region: 7
 UTMX: 404657.96062
 UTM Y: 4768877.16923

CBS:
 CBS Number: 7-000073
 Program Type: CBS
 Facility Status: Unregulated/Closed
 Expiration Date: Not reported
 Dec Region: 7
 UTMX: 404657.96062
 UTM Y: 4768877.16923

CBS AST:
 CBS Number: 7-000073
 ICS Number: 7-006217
 PBS Number: Not reported
 MOSF Number: 7-1360
 SPODES Number: 0-001511
 Facility Status: IN SERVICE
 Facility Type: B
 Telephone: (315) 472-3316
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 06/20/1995
 Total Capacity of All Active Tanks(gal): 0
 Operator: G. HALL
 Emergency Contact: F.L. CLARK
 Emergency Phone: (908) 750-6000
 Owner Name: AMERADA HESS CORPORATION
 Owner Address: 1 HESS PLAZA
 Owner City,ST,Zip: WOODBRIDGE, NY 07095
 Owner Telephone: (908) 750-6000

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Owner Type: Corporate/Commercial
 Owner Sub Type: Not reported
 Mail Name: AMERADA HESS CORPORATION
 Mail Contact Addr: 1 HESS PLAZA
 Mail Contact Addr2: Not reported
 Mail Contact Contact: F.L. CLARK
 Mail Contact City,St,Zip: WOODBRIDGE, NY 07095
 Mail Phone: (908) 750-6000

Tank Id: 2112
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 10/92
 Tank Closed: 00/00
 Capacity (Gal): 4000
 Chemical: Xylene (mixed)
 Tank Location: Indoors, Belowground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: 09
 Tank Error Status: No Missing Data
 Date Entered: 09/17/1992
 Certified Date: 05/26/1993
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None, Painted/Asphalt Coating
 Pipe Location: Aboveground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: 01
 Pipe Flag: 01
 Leak Detection: 03
 Overfill Protection: 00
 Haz Percent: 25
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 43/04/00 / 76/10/30
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: 43/04/00 / 76/10/30
 Fiscal Amt for Registration Fee Correct: 43/04/00 / 76/10/30
 Renewal Has Been Printed for Facility: 43/04/00 / 76/10/30
 Pre-Printed Renewal App Last Printed: 43/04/00 / 76/10/30

Tank Id: 2111
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 04/90

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Tank Closed: 00/00
 Capacity (Gal): 20076
 Chemical: Xylene (mixed)
 Tank Location: Indoors, Aboveground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: 10
 Tank Error Status: No Missing Data
 Date Entered: 01/11/1991
 Certified Date: 05/26/1993
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: Painted/Asphalt Coating, None
 Pipe Location: Aboveground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: 10
 Pipe Flag: 10
 Leak Detection: 30
 Overfill Protection: 40
 Haz Percent: 8
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 43/04/00 / 76/10/30
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: 43/04/00 / 76/10/30
 Fiscal Amt for Registration Fee Correct: 43/04/00 / 76/10/30
 Renewal Has Been Printed for Facility: 43/04/00 / 76/10/30
 Pre-Printed Renewal App Last Printed: 43/04/00 / 76/10/30

Tank Id: 2110
 CAS Number: 67561
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 02/86
 Tank Closed: 02/91
 Capacity (Gal): 275
 Chemical: Methanol
 Tank Location: Indoors, Aboveground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Other
 Tank Error Status: 2
 Date Entered: 06/20/1989
 Certified Date: 05/26/1993
 Substance: Not reported
 Internal Protection: Not reported
 External Protection: Not reported

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Pipe Location: Not reported
 Pipe Type: Steel/iron
 Pipe Internal: Not reported
 Pipe External: Not reported
 Pipe Flag: False
 Leak Detection: Not reported
 Overfill Protection: Not reported
 Haz Percent: 0
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 43/04/00 / 76/10/30
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: 43/04/00 / 76/10/30
 Fiscal Amt for Registration Fee Correct: 43/04/00 / 76/10/30
 Renewal Has Been Printed for Facility: 43/04/00 / 76/10/30
 Pre-Printed Renewal App Last Printed: 43/04/00 / 76/10/30

MOSF AST:
 MOSF Number: 7-1360
 SWIS Code: 31
 Facility Town: SYRACUSE
 Facility Phone: (315) 472-3316
 Emergency Contact Name: GREGORY HALL
 Emergency Contact Phone: (315) 472-3316
 Total Tanks: 0
 Total Capacity: 0
 Daily Throughput: 281928
 License Status: 3
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Product Transfer Operation: Other
 Facility Status: ABANDONED/REMOVED
 Operator Name: GREGORY HALL
 Owner Name: AMERADA HESS CORPORATION
 Owner Address: 1 HESS PLAZA
 Owner City,St,Zip: WOODBRIDGE, NJ 07095-
 Owner Phone: (908) 750-6000
 Owner Type: Corporate/Commercial
 Owner Status: 1
 Owner Mark: First Owner
 Mailing Name: AMERADA HESS CORPORATION
 Mailing Address: 1 HESS PLAZA
 Mailing Address 2: Not reported
 Mailing City,St,Zip: WOODBRIDGE, NJ 07095-
 Mailing Contact: PETER HAID
 Mailing Phone: (908) 750-6555
 Legal Agent Name: C.T. CORPORATION SYSTEM
 Legal Agent Address: 277 PARK AVENUE
 Legal Agent City,St,Zip: NEW YORK, NY 10017-
 LIC Expires: 03/31/1995

Tank ID: 2106

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Tank Location: ABOVEGROUND
 Install Date: 12/68
 Product: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: 13
 Secondary Containment: 65
 Leak Detection: 39
 Overfill Protection: Product Level Gauge
 Dispensing Mthd: Suction
 Test Date: 05/92
 Date Closed: 02/94
 Status of Data: Complete
 Capacity (gal): 3361344
 Lat/Long: 43/04/00 / 76/10/30
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1994
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: 07/29/1994
 Date License Application Received: 03/15/1993
 Chemical Bulk Storage Number: 7-000073
 Pollution Discharge Elimination System Num: 0-001511
 Date Legal Agent Filed with Secretary of State: 02/20

Tank ID: 2107
 Tank Location: ABOVEGROUND
 Install Date: 12/68
 Product: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: FIBERGLASS REINFORCED PLASTIC
 Pipe Location: Aboveground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: 65
 Secondary Containment: 39
 Leak Detection: 24
 Overfill Protection: Suction
 Dispensing Mthd: Suction
 Test Date: 10/91
 Date Closed: 09/94
 Status of Data: Complete
 Capacity (gal): 401100
 Lat/Long: 43/04/00 / 76/10/30
 Federal ID: Not reported

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1994
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: 07/29/1994
 Date License Application Received: 03/15/1993
 Chemical Bulk Storage Number: 7-000073
 Pollution Discharge Elimination System Num: 0-001511
 Date Legal Agent Filed with Secretary of State: 02/20

Tank ID: 2108
 Tank Location: ABOVEGROUND
 Install Date: 12/77
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: PAINTED [e.g. asphaltic]
 Pipe Location: Aboveground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: Sacrificial Anode
 Secondary Containment: Earthen Dike
 Leak Detection: 39
 Overfill Protection: Product Level Gauge
 Dispensing Mthd: Submersible
 Test Date: Not reported
 Date Closed: 08/90
 Status of Data: Complete
 Capacity (gal): 7088592
 Lat/Long: 4304000 / 7611030
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1994
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: 07/29/1994
 Date License Application Received: 03/15/1993
 Chemical Bulk Storage Number: 7-000073
 Pollution Discharge Elimination System Num: 0-001511
 Date Legal Agent Filed with Secretary of State: 02/20

Tank ID: 2109
 Tank Location: ABOVEGROUND 10% OR MORE BELOW GROUND
 Install Date: 12/79
 Product: DIESEL

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Tank Type: Fiberglass reinforced plastic (FRP)
 Tank Internal: None
 Tank External: NONE
 Pipe Location: Underground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: None
 Secondary Containment: None
 Leak Detection: 39
 Overfill Protection: None
 Dispensing Mthd: Submersible
 Test Date: Not reported
 Date Closed: 00/00
 Status of Data: Complete
 Capacity (gal): 76026
 Lat/Long: 4304000 / 7611030
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1994
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: 07/29/1994
 Date License Application Received: 03/15/1993
 Chemical Bulk Storage Number: 7-000073
 Pollution Discharge Elimination System Num: 0-001511
 Date Legal Agent Filed with Secretary of State: 02/20

Tank ID: 2109
 Tank Location: ABOVEGROUND
 Install Date: 12/62
 Product: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: NONE/CATHODIC PROTECTION
 Pipe Location: Aboveground
 Pipe Type: Steel/iron
 Pipe Internal: None
 Pipe External: Painted/Asphalt Coating
 Secondary Containment: 65
 Leak Detection: 39
 Overfill Protection: High Level Alarm
 Dispensing Mthd: Suction
 Test Date: 08/90
 Date Closed: 09/94
 Status of Data: Complete
 Capacity (gal): 8064
 Lat/Long: 4304000 / 7611030
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1994

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: 07/29/1994
 Date License Application Received: 03/15/1993
 Chemical Bulk Storage Number: 7-000073
 Pollution Discharge Elimination System Num: 0-001511
 Date Legal Agent Filed with Secretary of State: 02/20

[Click this hyperlink](#) while viewing on your computer to access 5 additional NY_AST_MOS: record(s) in the EDR Site Report.

SPILLS:

Facility ID: 1110671
 Facility Type: ER
 DER Facility ID: 106890
 Site ID: 458518
 DEC Region: 7
 Spill Date: 2011-12-01
 Spill Number/Closed Date: 1110671 / 2012-01-05
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: RUBRAZEL
 Referred To: Not reported
 Reported to Dept: 2011-12-01
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2011-12-01
 Spill Record Last Update: 2012-01-18
 Spiller Name: MIKE MATRI
 Spiller Company: HESS CORP
 Spiller Address: 420 HAWATHA BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY 999
 Contact Name: MIKE MATRI
 Contact Phone: (732) 941-1377
 DEC Memo: "waiting for closure report. Closure report received no further remediation necessary."
 Remarks: "Decommissioning a gas station and during the shut down has found impacted soil. Dick Brazzell of DEC Spills is aware of the find. Cleanup pending."

Material:
 Site ID: 458518

MAP FINDINGS

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Operable Unit ID: 1208635
 Operable Unit: 01
 Material ID: 2205966
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Not reported
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 1010035
 Facility Type: ER
 DER Facility ID: 106890
 Site ID: 443620
 DEC Region: 7
 Spill Date: 2010-12-21
 Spill Number/Closed Date: 1010035 / 2010-12-21
 Spill Cause: Human Error
 Spill Class: Possible release with minimal potential for fire or hazard or known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.

SWIS: 3415
 Investigator: DJLASALL
 Referred To: Not reported
 Reported to Dept: 2010-12-21
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: Not reported
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2010-12-21
 Spill Record Last Update: 2010-12-21
 Spiller Name: Not reported
 Spiller Company: HESS
 Spiller Address: Not reported
 Spiller City,St,Zip: NY 999
 Spiller Company: MIKE MATRI
 Contact Name: MIKE MATRI
 Contact Phone: Not reported
 DEC Memo: ""
 Remarks: "over fill by cust. clean up underway"

Material:
 Site ID: 443620
 Operable Unit ID: 1194071
 Operable Unit: 01

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Material ID: 2189712
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 6.00
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 1010036
 Facility Type: ER
 DER Facility ID: 106890
 Site ID: 443621
 DEC Region: 7
 Spill Date: 2010-12-21
 Spill Number/Closed Date: 1010036 / 2010-12-21
 Spill Cause: Unknown
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: DJLASALL
 Referred To: Not reported
 Reported to Dept: 2010-12-21
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: Not reported
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2010-12-21
 Spill Record Last Update: 2010-12-21
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: SYRACUSE FD
 Contact Phone: (315) 473-5525
 DEC Memo: ""
 Remarks: "Unknown what happened. FD Cleaned up area."

Material:
 Site ID: 443621
 Operable Unit ID: 1194072
 Operable Unit: 01
 Material ID: 2189713
 Material Code: 0009

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9710443
 Facility Type: ER
 DER Facility ID: 106890
 Site ID: 123307
 DEC Region: 7
 Spill Date: 1997-12-11
 Spill Number/Closed Date: 9710443 / 1997-12-15
 Spill Cause: Traffic Accident
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1997-12-11
 CID: 211
 Water Affected: Not reported
 Spill Source: Passenger Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-12-11
 Spill Record Last Update: 1997-12-11
 Spiller Name: PETE HAID
 Spiller Company: HESS GAS #32214
 Spiller Address: 420 HIAWATHA BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: PETE HAID
 Contact Phone: (732) 750-6555
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN "
 Remarks: "CALLER REPORTS CUSTOMER BACKED INTO CONCRETE CURB RUPTURING GAS TANK - SOME PRODUCT DID ENTER CATCH BASIN - SPILL CONTAINED WITH SPEEDY DRY AND BOOMS "

Material:

Tank Test:

Facility ID: 9407702

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Facility Type: ER
 DER Facility ID: 101245
 Site ID: 261344
 DEC Region: 7
 Spill Date: 1994-09-08
 Spill Number/Closed Date: 9407702 / 1994-09-21
 Spill Cause: Unknown
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. (Highly improbable)
 SWIS: 3415
 Investigator: RUBRAZEL
 Referred To: Not reported
 Reported to Dept: 1994-09-08
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: DEC
 Cleanup Ceased: 1994-09-21
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1994-09-09
 Spill Record Last Update: 1994-09-28
 Spiller Name: Not reported
 Spiller Company: HESS TERMINAL
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB 09/28/95: This is additional information about material spilled from the translation of the old spill file: ICE IN GROUND."
 Remarks: "WHILE EXCAVATING SOIL. STORM SEWER WAS UNCOVERED SURROUNDED BY ICE AND SLUSH."

Material:
 Site ID: 261344
 Operable Unit ID: 1005296
 Operable Unit: 01
 Material ID: 380702
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

AMERADA HESS SYRACUSE TERM. (Continued)

S102167161

Click this hyperlink while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

G43
 SSW < 1/8
 0.084 mi.
 445 ft. Site 5 of 7 in cluster G

EDR Hist Auto 1015485539
 N/A

EDR Historical Auto Stations:

Name:	HESS PIPELINE CO
Year:	2004
Address:	420 HIAWATHA BLVD W
Name:	HESS PIPELINE CO
Year:	2005
Address:	420 HIAWATHA BLVD W
Name:	HESS EXPRESS
Year:	2006
Address:	420 HIAWATHA BLVD W
Name:	HESS EXPRESS
Year:	2007
Address:	420 HIAWATHA BLVD W
Name:	HESS CORP
Year:	2008
Address:	420 HIAWATHA BLVD W
Name:	HESS CORP
Year:	2009
Address:	420 HIAWATHA BLVD W
Name:	HESS CORP
Year:	2010
Address:	420 HIAWATHA BLVD W

G44
 SSW < 1/8
 0.084 mi.
 445 ft. Site 6 of 7 in cluster G

NY UST U003313470
 NY HIST UST N/A

UST:

Id/Status:	7-301485 / Unregulated/Closed
Program Type:	PBS
Region:	STATE
DEC Region:	7
Expiration Date:	N/A
UTM X:	404682.37528
UTM Y:	4768915.74261
Site Type:	Retail Gasoline Sales

Affiliation Records:
 Site Id: 45414

Map ID
Direction
Distance
Elevation

MAP FINDINGS

HESS STATION #32214 (Continued)

Site Database(s) EDR ID Number EPA ID Number
On-Site Operator
Company Name: HESS STATION #32214
Contact Type: Not reported
Contact Name: SITE MANAGER
Address1: Not reported
Address2: Not reported
City: Not reported
State: NY
Zip Code: Not reported
Country Code: 001
Phone: (315) 466-1660
EMail: Not reported
Fax Number: Not reported
Modified By: KCKEMP
Date Last Modified: 2008-12-12
Site Id: 45414
Affiliation Type: Emergency Contact
Company Name: HESS CORPORATION
Contact Type: Not reported
Contact Name: HESS CORP.
Address1: Not reported
Address2: Not reported
City: Not reported
State: NY
Zip Code: Not reported
Country Code: 999
Phone: (732) 750-6300
EMail: Not reported
Fax Number: Not reported
Modified By: BHYUKOWE
Date Last Modified: 2014-03-07
Site Id: 45414
Affiliation Type: Mail Contact
Company Name: HESS CORPORATION
Contact Type: LICENSE COORDINATOR
Contact Name: JANICE FLAHERTY
Address1: 1 HESS PLAZA
Address2: Not reported
City: WOODBRIDGE
State: NJ
Zip Code: 07095
Country Code: 001
Phone: (732) 750-6350
EMail: JFLAHERTY@HESS.COM
Fax Number: Not reported
Modified By: CGFREEDM
Date Last Modified: 2014-03-07
Site Id: 45414
Affiliation Type: Facility Owner
Company Name: HESS CORPORATION
Contact Type: MGR CONSTRUCTION & ENVIRONMENTAL
Contact Name: JIM HOWARD
Address1: 1 HESS PLAZA
Address2: Not reported

U003313470

Map ID
Direction
Distance
Elevation

MAP FINDINGS

HESS STATION #32214 (Continued)

Site Database(s) EDR ID Number EPA ID Number
City: WOODBRIDGE
State: NJ
Zip Code: 07095
Country Code: 001
Phone: (732) 750-6000
EMail: Not reported
Fax Number: Not reported
Modified By: RFNOVAK
Date Last Modified: 2014-06-12
Tank Info:
Tank Number: 001
Tank ID: 131482
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 4000
Install Date: 12/01/1963
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 03/04/2004
Equipment Records:
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
C00 - Pipe Location - No Piping
I04 - Overfill - Product Level Gauge (A/G)
D02 - Pipe Type - Galvanized Steel
J01 - Dispenser - Pressurized Dispenser
H00 - Tank Leak Detection - None
Tank Number: 002
Tank ID: 131483
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 4000
Install Date: 12/01/1963
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

U003313470

Map ID
Direction
Distance
Elevation

MAP FINDINGS

HESS STATION #32214 (Continued)

Site Database(s) EDR ID Number EPA ID Number
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 03/04/2004
Equipment Records:
H00 - Tank Leak Detection - None
C00 - Pipe Location - No Piping
I04 - Overfill - Product Level Gauge (A/G)
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
D02 - Pipe Type - Galvanized Steel
J01 - Dispenser - Pressurized Dispenser
Tank Number: 003
Tank ID: 131484
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 4000
Install Date: 12/01/1963
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 03/04/2004
Equipment Records:
H00 - Tank Leak Detection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
C00 - Pipe Location - No Piping
I04 - Overfill - Product Level Gauge (A/G)
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
D00 - Pipe Type - No Piping
J02 - Dispenser - Suction Dispenser
Tank Number: 004
Tank ID: 131485
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 4000
Install Date: 12/01/1963
Date Tank Closed: Not reported

U003313470

Map ID
Direction
Distance
Elevation

MAP FINDINGS

HESS STATION #32214 (Continued)

Site Database(s) EDR ID Number EPA ID Number
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 03/04/2004
Equipment Records:
H00 - Tank Leak Detection - None
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
C00 - Pipe Location - No Piping
I04 - Overfill - Product Level Gauge (A/G)
D02 - Pipe Type - Galvanized Steel
J01 - Dispenser - Pressurized Dispenser
Tank Number: 005
Tank ID: 131486
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 4000
Install Date: 12/01/1963
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 03/04/2004
Equipment Records:
H00 - Tank Leak Detection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
C00 - Pipe Location - No Piping
I04 - Overfill - Product Level Gauge (A/G)
D00 - Pipe Type - No Piping
J02 - Dispenser - Suction Dispenser
Tank Number: 006

U003313470

HESS STATION #32214 (Continued)

U003313470

Tank ID: 131487
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 10000
 Install Date: 07/01/1995
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 C00 - Pipe Location - No Piping
 I04 - Overfill - Product Level Gauge (A/G)
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 H00 - Tank Leak Detection - None
 J01 - Dispenser - Pressurized Dispenser
 D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)

Tank Number: 007
 Tank ID: 131488
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 08/01/1995
 Date Tank Closed: 10/31/2011
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 2712
 Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: D
 Modified By: KCKEMP
 Last Modified: 11/04/2011

Equipment Records:
 J01 - Dispenser - Pressurized Dispenser
 H05 - Tank Leak Detection - In-Tank System (ATG)
 B04 - Tank External Protection - Fiberglass
 H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground

HESS STATION #32214 (Continued)

U003313470

F04 - Pipe External Protection - Fiberglass
 I03 - Overfill - Automatic Shut-Off
 L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
 L07 - Piping Leak Detection - Pressurized Piping Leak Detector
 E04 - Piping Secondary Containment - Double walled UG
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
 K01 - Spill Prevention - Catch Basin

Tank Number: 008
 Tank ID: 131489
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 08/01/1995
 Date Tank Closed: 10/31/2011
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 2712
 Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: D
 Modified By: KCKEMP
 Last Modified: 11/04/2011

Equipment Records:
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 F04 - Pipe External Protection - Fiberglass
 I03 - Overfill - Automatic Shut-Off
 L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
 L07 - Piping Leak Detection - Pressurized Piping Leak Detector
 H05 - Tank Leak Detection - In-Tank System (ATG)
 E04 - Piping Secondary Containment - Double walled UG
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 B04 - Tank External Protection - Fiberglass
 H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
 J01 - Dispenser - Pressurized Dispenser
 D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
 K01 - Spill Prevention - Catch Basin

Tank Number: 009
 Tank ID: 131490
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 08/01/1995
 Date Tank Closed: 10/31/2011
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 2712

HESS STATION #32214 (Continued)

U003313470

Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: D
 Modified By: KCKEMP
 Last Modified: 11/04/2011

Equipment Records:
 H05 - Tank Leak Detection - In-Tank System (ATG)
 B04 - Tank External Protection - Fiberglass
 H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
 J01 - Dispenser - Pressurized Dispenser
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 F04 - Pipe External Protection - Fiberglass
 I03 - Overfill - Automatic Shut-Off
 L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
 L07 - Piping Leak Detection - Pressurized Piping Leak Detector
 E04 - Piping Secondary Containment - Double walled UG
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
 K01 - Spill Prevention - Catch Basin

Tank Number: 010
 Tank ID: 131491
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 10000
 Install Date: 08/01/1995
 Date Tank Closed: 10/31/2011
 Registered: True
 Tank Location: Underground
 Tank Type: Equivalent technology
 Material Code: 0008
 Common Name of Substance: Diesel

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: D
 Modified By: KCKEMP
 Last Modified: 11/04/2011

Equipment Records:
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 F04 - Pipe External Protection - Fiberglass
 I03 - Overfill - Automatic Shut-Off
 L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
 J01 - Dispenser - Pressurized Dispenser
 E04 - Piping Secondary Containment - Double walled UG
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 L07 - Piping Leak Detection - Pressurized Piping Leak Detector
 H05 - Tank Leak Detection - In-Tank System (ATG)
 B04 - Tank External Protection - Fiberglass

HESS STATION #32214 (Continued)

U003313470

H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
 D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
 K01 - Spill Prevention - Catch Basin

Tank Number: 011
 Tank ID: 137124
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 550
 Install Date: Not reported
 Date Tank Closed: 05/01/1995
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0001
 Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 A00 - Tank Internal Protection - None
 G00 - Tank Secondary Containment - None
 I00 - Overfill - None
 H00 - Tank Leak Detection - None
 J00 - Dispenser - None
 C00 - Pipe Location - No Piping
 D00 - Pipe Type - No Piping

HIST UST:
 PBS Number: 7-301485
 SPDES Number: Not reported
 Emergency Contact: AMERADA HESS CORP.
 Emergency Telephone: (732) 750-6000
 Operator: SITE MANAGER
 Operator Telephone: (315) 466-1660
 Owner Name: AMERADA HESS CORPORATION
 Owner Address: 1 HESS PLAZA
 Owner City,St,Zip: WOODBRIDGE, NJ 07095
 Owner Telephone: (732) 750-6000
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: AMERADA HESS CORPORATION
 Mailing Address: 1 HESS PLAZA
 Mailing Address 2: Not reported
 Mailing City,St,Zip: WOODBRIDGE, NJ 07095
 Mailing Contact: JANICE FLAHERTY
 Mailing Telephone: (732) 750-6000
 Owner Mark: First Owner
 Facility Status: 1 - Active PBS facility, i.e. total capacity of the PBS tanks is

MAP FINDINGS

HESS STATION #32214 (Continued) U003313470

greater than 1,100 gallons, regardless if Subpart 360-14 tanks exist or not at the facility.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PDS Number: Not reported
 Facility Type: RETAIL GASOLINE SALES
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Expiration Date: 08/15/2000
 Renewal Date: 08/29/2002
 Renewal Flag: False
 Renewal Date: Not reported
 Total Capacity: 40000
 FAMI: True
 Facility Screen: No Missing Data
 Owner Screen: No Missing Data
 Tank Screen: No Missing Data
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7
 Tank Id: 011
 Tank Location: UNDERGROUND
 Tank Status: Closed-Removed
 Install Date: Not reported
 Capacity (gals): 550
 Product Stored: NOS 1,2, OR 4 FUEL OIL
 Tank Type: Steel/carbon steel
 Tank Internal: Not reported
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: Not reported
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: Not reported
 Leak Detection: Not reported
 Overfill Prot: Not reported
 Dispenser: Not reported
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: 05/01/1995
 Test Method: Not reported
 Deleted: False
 Updated: True
 Lat/long: Not reported

MAP FINDINGS

G45 SSW < 1/8 0.089 mi. 470 ft. HESS OIL TERMINAL 429 WEST HAWATHA BLVD SYRACUSE, NY ERNS 89105757 N/A

Relative: Lower: Click this hyperlink while viewing on your computer to access additional ERNS detail in the EDR Site Report.

Actual: 373 ft. H46 NE < 1/8 0.093 mi. 489 ft. MARLEYS - HIAWATHA BLVD. HIAWATHA BLVD SYRACUSE, NY NY Spills S102166036 N/A

Site 1 of 2 in cluster H
 Relative: Higher: 379 ft.
 Facility ID: 8606170
 Facility Type: ER
 DER Facility ID: 213043
 Site ID: 106077
 DEC Region: 7
 Spill Date: 1987-01-02
 Spill Number/Closed Date: 8606170 / 1989-07-14
 Spill Cause: Unknown
 Spill Class: Not reported
 SWS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1987-01-02
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: DEC
 Cleanup Ceased: 1987-02-04
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1987-01-29
 Spill Record Last Update: 1989-04-05
 Spiller Name: Not reported
 Spiller Company: MARLEY'S SCRAP METAL
 Spiller Address: HIAWATHA BLVD.
 Spiller City,St,Zip: SYRACUSE, NY 13208
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV // : TAKE WAZZO OF DEC WAS PERSON WHO NOTICED SCHEEN ON SMALL POND. WILL NEXT TO DRAINAGE POND WITH SHEEN B.S. ELECTRICAL EQUIP. IS STORED NES. // : ELECTRICAL EQUIP. IS STORED NEARBY. 11/22/88: NO ACTION.*
 Remarks: *SMALL POND ALONG RR TRACKS, ADJACENT TO MARLEYS WITH HEAVY SHEEN. SAMPLES COLLECTED FOR PCB ANALYSES. RESULTS NEGATIVE.*
 Material:
 Site ID: 106077
 Operable Unit ID: 902965
 Operable Unit: 01
 Material ID: 475306

MAP FINDINGS

MARLEYS - HIAWATHA BLVD. (Continued) S102166036

Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

H47 NE < 1/8 0.093 mi. 489 ft. MARLEY SCRAP YARD NY Spills S103567125 N/A

Site 2 of 2 in cluster H
 Relative: Higher: 379 ft.
 SPILLS:
 Facility ID: 8709466
 Facility Type: ER
 DER Facility ID: 213043
 Site ID: 106079
 DEC Region: 7
 Spill Date: 1981-01-01
 Spill Number/Closed Date: 8709466 / 1988-04-01
 Spill Cause: Other
 Spill Class: Not reported
 SWS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1988-02-08
 CID: Not reported
 Water Affected: ONON, LAKE
 Spill Source: Commercial/Industrial
 Spill Notifier: Citizen
 Cleanup Ceased: 1989-04-01
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1988-02-08
 Spill Record Last Update: 1988-11-08
 Spiller Name: Not reported
 Spiller Company: MARLEY SCRAP METAL
 Spiller Address: HIAWATHA BLVD.
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV 02/08/88: MET WITH COMPLAINT DOWSER. SHOWED 2 AREAS WHERE 4-5 TRANSFORMERS WERE BURIED 21 FEET DEEP ACCORDING TO HIS DIVINING ROD. HE WILL ATTEMPT TO GET FURTHER CORROBORATION FROM HIS SOURCE. 04/01/88: TURNED OVER TO DSHW FOR FOLLOW UP.*

MAP FINDINGS

MARLEY SCRAP YARD (Continued) S103567125

Remarks: *CITIZEN DAVE YARROW AT 315-492-2194 WAS CALLER. OWNER PAID TO DISPOSE OF ELEC. TRANSFORMERS. CALLER IS AWARE & KNOWS WHERE BURIED ON SITE*

Material:
 Site ID: 106079
 Operable Unit ID: 914880
 Operable Unit: 01
 Material ID: 464787
 Material Code: 0017A
 Material Name: PCB oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

48 SSE < 1/8 0.096 mi. 506 ft. SUNOCO TERMINAL OIL CITY, SOLAR STREET SYRACUSE, NY NY LTANKS S100158307 N/A

Relative: Lower: 506 ft.
 LTANKS:
 Site ID: 157874
 Spill Number/Closed Date: 8000043 / 1990-01-16
 Spill Date: 1980-04-08
 Spill Cause: Tank Failure
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1990-01-16
 Cleanup Meets Standard: True
 SWS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1980-04-08
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1987-08-20
 Spill Record Last Update: 1995-06-19
 Spiller Name: Not reported
 Spiller Company: SUNOCO
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Country: 999
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported

MAP FINDINGS

SUNOCO TERMINAL (Continued) **S100158307**

DEC Region: 7
 DER Facility ID: 101270
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV // ; RECOVERY SUMP'S DUG. WATER BOTTOM INSTALLED. 11/21/88: OIL CITY STUDY BEING PURSUED.
 Remarks: *TANK SEAM LEAK FOLLOW UP UNDER SPILL NO 8903138---ADDED PIN MANUALLY6/28/91 FOR PAPER PURPOSES*

Material:
 Site ID: 157874
 Operable Unit ID: 892371
 Operable Unit: 01
 Material ID: 483633
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 2000.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MAP FINDINGS

AMERADA HESS TERMINAL (Continued) **S102166260**

Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 260853
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was TC*
 Remarks: *SPILL CONTAINED. CLEANED UP*

Material:
 Site ID: 191375
 Operable Unit ID: 928427
 Operable Unit: 01
 Material ID: 451487
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 35.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

I49 SW **AMERADA HESS TERMINAL** **NY LTANKS** **S102166260**
 ~ 18 **OIL CITY, HIAWATHA BLVD**
0.098 ml. **SYRACUSE, NY**
520 ft. **Site 1 of 5 in cluster I**

Relative: LTANKS:
Lower Site ID: 191375
 Spill Number/Closed Date: 8900129 / 1989-04-05
 Spill Date: 1989-04-05
 Spill Cause: Tank Overfill
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1989-04-05
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: GREGG
 Referred To: Not reported
 Reported to Dept: 1989-04-05
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-04-18
 Spill Record Last Update: 1990-02-06
 Spiller Name: Not reported
 Spiller Company: MATLACK INC
 Spiller Address: PO BOX 1012

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Site ID: 171047
 Spill Number/Closed Date: 9005128 / 1991-02-01
 Spill Date: 1990-08-08
 Spill Cause: Tank Overfill
 Spill Source: Tank Truck
 Spill Class: Not reported
 Cleanup Ceased: 1990-08-08
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1990-08-08
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-09-10
 Spill Record Last Update: 1991-02-01
 Spiller Name: PAL OIL
 Spiller Company: Not reported
 Spiller Address: Not reported
 Spiller City,St,Zip: NY 001
 Spiller County: Not reported
 Spiller Contact: Not reported

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MAP FINDINGS

AMERADA HESS TERMINAL (Continued) **S102166260**

Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 260853
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 08/08/90: SPILL DID NOT ESCAPE HESS CONTAINMENT SYSTEM. CLEAN UP COMPLETED BY HESS PERSONNEL.*
 Remarks: *MATERIAL CLEANED UP ON PAVEMENT. GASOLINE CONTAINED WITHIN SEPARATOR SYSTEM AT FILL AREA.*

Material:
 Site ID: 171047
 Operable Unit ID: 945656
 Operable Unit: 01
 Material ID: 438191
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 50.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MAP FINDINGS

AMERADA HESS TERMINAL (Continued) **S102166260**

Spiller Address: Not reported
 Spiller City,St,Zip: NY 999
 Spiller Company: Not reported
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 01/18/91: SORBENTS USED TO REMOVE SHEEN. *
 Remarks: *CHECK VALVE AT YAD SITE, TOP PIECE LOOSE, DRIPPING FOR < 1 DAY. HOLD-ING POND HAS SHEEN ON IT. REMOVING W/3M.*

Material:
 Site ID: 92040
 Operable Unit ID: 950660
 Operable Unit: 01
 Material ID: 559244
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 50.00
 Units: Not reported
 Recovered: 50.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 9010186
 Facility Type: ER
 DER Facility ID: 260671
 Site ID: 92040
 DEC Region: 7
 Spill Date: 1990-12-19
 Spill Number/Closed Date: 9010186 / 1991-01-18
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1990-12-19
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-01-18
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1991-01-12
 Spill Record Last Update: 1991-01-31
 Spiller Name: Not reported
 Spiller Company: AMERADA HESS

Facility ID: 8907238
 Facility Type: ER
 DER Facility ID: 260853
 Site ID: 323804
 DEC Region: 7
 Spill Date: 1989-10-23
 Spill Number/Closed Date: 8907238 / 1989-10-23
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1989-10-23
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1989-10-23
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-12-06
 Spill Record Last Update: 1990-02-06
 Spiller Name: Not reported
 Spiller Company: AMERADA HESS
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ

AMERADA HESS TERMINAL (Continued) S102166260

Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV*

Remarks: *SEAL ON FUEL TRANSFER PUMP LEAKED. SPILL WITHIN CONCRETE CONTAINMENT AREA. ENVIRONMENTAL OIL ON SITE. VAC TRUCK USED.*

Material:
 Site ID: 323804
 Operable Unit ID: 934804
 Operable Unit: 01
 Material ID: 444031
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 70.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Facility ID: 8900496
 Facility Type: ER
 DER Facility ID: 290671
 Site ID: 293906
 DEC Region: 7
 Spill Date: 1989-04-17
 Spill Number/Closed Date: 8900496 / 1989-04-17
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1989-04-17
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Tank Truck
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1989-04-17
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-04-18
 Spill Record Last Update: 1990-02-06
 Spiller Name: Not reported
 Spiller Company: GLEN BOYES
 Spiller Address: FARRELL RD
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported

AMERADA HESS TERMINAL (Continued) S102166260

Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV*
 Remarks: *SPILL OCCURED AT RACK. HESS SENT CLEAN UP CREW.*

Material:
 Site ID: 293906
 Operable Unit ID: 926781
 Operable Unit: 01
 Material ID: 451834
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Facility ID: 8806840
 Facility Type: ER
 DER Facility ID: 259380
 Site ID: 321982
 DEC Region: 7
 Spill Date: 1988-11-16
 Spill Number/Closed Date: 8806840 / 1988-11-16
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1988-11-16
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1988-11-16
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1988-11-16
 Spill Record Last Update: 2001-05-07
 Spiller Name: Not reported
 Spiller Company: MOHAWK VALLEY OIL CO
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV*

AMERADA HESS TERMINAL (Continued) S102166260

Remarks: *DRIVER OVERFILLED HIS TRUCK. DISCHARGE TO OIL SEPERATOR. CLEANED WITH SORBANTS. NO RESPONSE.*

Material:
 Site ID: 321982
 Operable Unit ID: 922008
 Operable Unit: 01
 Material ID: 455185
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

150 SW < 1/8 0.103 mi. 542 ft. Site 2 of 5 in cluster I

Relative: Lower
Actual: 372 ft.

HESS STATION #32214 OIL CITY 420 HIAWATHA SYRACUSE, NY NY Spills S102166794 N/A

SPILLS:
 Facility ID: 9006048
 Facility Type: ER
 DER Facility ID: 135907
 Site ID: 160976
 DEC Region: 7
 Spill Date: 1990-08-30
 Spill Number/Closed Date: 9006048 / 1990-09-21
 Spill Cause: Unknown
 Spill Class: Not reported
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1990-08-30
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Unknown
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1990-09-21
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: True
 Remediation Phase: 0
 Date Entered In Computer: 1990-09-17
 Spill Record Last Update: 1994-04-13
 Spiller Name: Not reported
 Spiller Company: HESS REALTY INC
 Spiller Address: 1 HESS PLAZA
 Spiller City,St,Zip: WOODBRIDGE, NJ 07095
 Spiller Company: 001

HESS STATION #32214 (Continued) S102166794

Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 09/21/90: OBSERVED REMOVAL OF THREE TANKS. NO SIGNS OF CONTAMINATION.*
 Remarks: *MW AT TANKS SHOWS 160 PPB BENZENE USING EPA 602 METHOD.*

Material:
 Site ID: 160976
 Operable Unit ID: 943571
 Operable Unit: 01
 Material ID: 433526
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

151 SW < 1/8 0.103 mi. 542 ft. Site 3 of 5 in cluster I

Relative: Lower
Actual: 372 ft.

HESS TERMINAL HIAWATHA BLVD. OIL CITY SYRACUSE, NY NY Spills S102166311 N/A

SPILLS:
 Facility ID: 8809813
 Facility Type: ER
 DER Facility ID: 233766
 Site ID: 288623
 DEC Region: 7
 Spill Date: 1989-03-08
 Spill Number/Closed Date: 8809813 / 1989-03-08
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1989-03-08
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1989-03-08
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported

MAP FINDINGS

HESS TERMINAL (Continued) S102166311

Spiller Company: AMERADA HESS CORP.
 Spiller Address: OIL CITY
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 03/09/89: CLEANED UP WITH PADS & SPEEDY DRY. *
 Remarks: *OVERFILL AT TACK. DID NOT REACH CATCH BASIN. *

Material:
 Site ID: 288623
 Operable Unit ID: 925874
 Operable Unit: 01
 Material ID: 450986
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

IS2 SW OIL CITY, HIAWATHA BLVD SYRACUSE, NY < 1/8 0.103 mi. 542 ft. Relative: Lower Actual: 372 ft.

HESS TERMINAL NY Spills S102166914 N/A

Site 4 of 5 in cluster 1

SPILLS:
 Facility ID: 9010935
 Facility Type: ER
 DER Facility ID: 260671
 Site ID: 92041
 DEC Region: 7
 Spill Date: 1991-01-11
 Spill Number/Closed Date: 9010935 / 1991-01-11
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1991-01-11
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Other
 Cleanup Ceased: 1991-01-11
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0

MAP FINDINGS

HESS TERMINAL (Continued) S102166914

Date Entered In Computer: 1991-01-25
 Spill Record Last Update: 1991-01-31
 Spiller Name: Not reported
 Spiller Company: CHUCK KNAPP
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 01/11/91: NO RESPONSE BY DEC. CLEANED UP BY SPILLER. *
 Remarks: *TRUCK OVERFILL. GASOLINE CONTAINED IN SNOW. CONTENTS DRUMMED UP. DID NOT REACH DRAIN. NO RESPONSE. *

Material:
 Site ID: 92041
 Operable Unit ID: 951141
 Operable Unit: 01
 Material ID: 431039
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: 10.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

IS3 SW HESS TERMINAL ONONDAGA (County), NY < 1/8 0.103 mi. 542 ft. Relative: Lower Actual: 372 ft.

HESS TERMINAL NY Spills S102167351 N/A

Site 5 of 5 in cluster 1

SPILLS:
 Facility ID: 9313266
 Facility Type: ER
 DER Facility ID: 222648
 Site ID: 273712
 DEC Region: 7
 Spill Date: 1994-02-08
 Spill Number/Closed Date: 9313266 / 1994-02-09
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3400
 Investigator: RJBRAZEL
 Referred To: Not reported
 Reported to Dept: 1994-02-08
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Affected Persons
 Cleanup Ceased: 1994-02-09

MAP FINDINGS

HESS TERMINAL (Continued) S102167351

Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: PYRAMID COMPANIES
 Spiller Address: 330 W. HIAWATHA BLVD.
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was FD 1
 Remarks: *CONTRACTOR (LABARGE) WORKING FOR THE PYRAMID COMPANY. FAILED TO TIGHTEN FLANGE AFTER MAKING A PIPE MODIFICATION. EPS WAS HIRED TO VAC-UP PRODUCT. SECONDARY CONTAINMENT IS UNDER SITE. *

Material:
 Site ID: 273712
 Operable Unit ID: 991717
 Operable Unit: 01
 Material ID: 388651
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 15.00
 Units: Gallons
 Recovered: 15.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

54 WNW 1 DESTINY USA DR SYRACUSE, NY 13204 < 1/8 0.113 mi. 595 ft. Relative: Lower Actual: 373 ft.

DESTINY USA MALL NY Spills S113818280 N/A

SPILLS:
 Facility ID: 1303151
 Facility Type: ER
 DER Facility ID: 483626
 Site ID: 483620
 DEC Region: 7
 Spill Date: 2013-06-24
 Spill Number/Closed Date: 1303151 / 2013-06-24
 Spill Cause: Equipment Failure
 Spill Class: Known release that creates potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: KCKEMP
 Referred To: Not reported

MAP FINDINGS

DESTINY USA MALL (Continued) S113818280

Reported to Dept: 2013-06-24
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Passenger Vehicle
 Spill Notifier: Other
 Cleanup Ceased: 2013-06-24
 Cleanup Meets Std: False
 Last Inspection: 2013-06-24
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2013-06-24
 Spill Record Last Update: 2013-08-07
 Spiller Name: Not reported
 Spiller Company: UNKNOWNN
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: ONONDAGA FIRE CONTROL
 Contact Phone: Not reported
 DEC Memo: *Cleaned by Syr FD Haz Mat. Spill responder Cahill inspected the cleanup. *
 Remarks: *gas spill to paved parking area/clean up underway*

Material:
 Site ID: 483620
 Operable Unit ID: 1233322
 Operable Unit: 01
 Material ID: 2232215
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: 10.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

55 NNE 9509 CAROUSEL CENTER SYRACUSE, NY 13290 < 1/8-1/4 0.155 mi. 870 ft. Relative: Higher Actual: 378 ft.

MACYS - CAROUSEL #148 RCRA-CESQG NY MANIFEST 1010328743 NYR000144717

RCRA-CESQG:
 Date form received by agency: 02/27/2007
 Facility name: MACYS - CAROUSEL #148
 Facility address: 9509 CAROUSEL CENTER SYRACUSE, NY 13290
 EPA ID: NYR000144717
 Mailing address: CAROUSEL CENTER SYRACUSE, NY 13290
 Contact: ELIZABETH M KONKLE
 Contact address: RTE 18 SOUTH & RUES LANE MACYS EAST BRUNSWICK #088

MAP FINDINGS

MACYS - CAROUSEL #148 (Continued) 1010328743

Contact country: EAST BRUNSWICK, NJ 08816
 US
 Contact telephone: (732) 631-5593
 Contact email: ELIZABETH.KONKLE@MACYS.COM
 EPA Region: 02
 Classification: Conditionally Exempt Small Quantity Generator
 Description: Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water; of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:
 Owner/operator name: MACYS EAST
 Owner/operator address: W 7TH ST CINCINNATI, OH 4202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 02/01/2006
 Owner/Op end date: Not reported

Owner/operator name: MACYS EAST
 Owner/operator address: Not reported
 Owner/operator country: Not reported
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 02/01/2006
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No

MAP FINDINGS

MACYS - CAROUSEL #148 (Continued) 1010328743

Used oil transfer facility: No
 Used oil transporter: No
 Waste code: D001
 Waste name: IONIZABLE WASTE

Historical Generators:
 Date form received by agency: 02/26/2007
 Site name: MACYS - CAROUSEL #148
 Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 02/26/2007
 Site name: MACYS - CAROUSEL #148
 Classification: Conditionally Exempt Small Quantity Generator

Violation Status: No violations found

NY MANIFEST:
 Country: USA
 EPA ID: NYR000144717
 Facility Status: Not reported
 Location Address 1: 9509 CAROUSEL CENTER
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13290
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYR000144717
 Mailing Name: MACYS - CAROUSEL #148
 Mailing Contact: OPERATIONS MANAGER
 Mailing Address 1: 9509 CAROUSEL CENTER
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13290
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154663333

NY MANIFEST:
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: MAD039322250
 Trans2 State ID: NYD982792814
 Generator Ship Date: 02/15/2013
 Trans1 Recv Date: 02/15/2013
 Trans2 Recv Date: 02/20/2013
 TSD Site Recv Date: 03/10/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000144717

MAP FINDINGS

MACYS - CAROUSEL #148 (Continued) 1010328743

Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: ARD069748192
 TSDF ID 2: Not reported
 Manifest Tracking Number: 006520581FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H040
 Waste Code: Not reported
 Quantity: 700
 Units: P - Pounds
 Number of Containers: 2
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: MAD039322250
 Trans2 State ID: NYD982792814
 Generator Ship Date: 05/20/2013
 Trans1 Recv Date: 05/20/2013
 Trans2 Recv Date: 05/22/2013
 TSD Site Recv Date: 06/05/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000144717
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: ARD069748192
 TSDF ID 2: Not reported
 Manifest Tracking Number: 006520581FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 MGMT Method Type Code: H040
 Waste Code: Not reported
 Waste Code: Not reported

MAP FINDINGS

MACYS - CAROUSEL #148 (Continued) 1010328743

Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H040
 Waste Code: Not reported
 Quantity: 250
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: MAD039322250
 Trans2 State ID: MAD039322250
 Generator Ship Date: 01/30/2012
 Trans1 Recv Date: 01/30/2012
 Trans2 Recv Date: 02/03/2012
 TSD Site Recv Date: 02/09/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000144717
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: ARD069748192
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004857615FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 MGMT Method Type Code: H040
 Waste Code: Not reported
 Waste Code: Not reported

MACYS - CAROUSEL #148 (Continued)

1010328743

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 300.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 03/16/2012
Trans1 Recv Date: 03/16/2012
Trans2 Recv Date: 03/19/2012
TSD Site Recv Date: 04/11/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 004857823FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 600.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.

MACYS - CAROUSEL #148 (Continued)

1010328743

Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 06/04/2012
Trans1 Recv Date: 06/04/2012
Trans2 Recv Date: 06/05/2012
TSD Site Recv Date: 06/21/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 005212311FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 300.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported

MACYS - CAROUSEL #148 (Continued)

1010328743

Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 10/22/2012
Trans1 Recv Date: 10/22/2012
Trans2 Recv Date: 10/24/2012
TSD Site Recv Date: 11/09/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 005600107FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 500.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 01/03/2011
Trans1 Recv Date: 01/03/2011
Trans2 Recv Date: 01/04/2011
TSD Site Recv Date: 01/23/2011

MACYS - CAROUSEL #148 (Continued)

1010328743

Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 003939086FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 350.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 01/31/2011
Trans1 Recv Date: 01/31/2011
Trans2 Recv Date: 02/01/2011
TSD Site Recv Date: 02/04/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 003939175FLE
Import Indicator: N

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 800.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 04/25/2011
Trans1 Recv Date: 04/25/2011
Trans2 Recv Date: 04/26/2011
TSD Site Recv Date: 06/05/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 003939477FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported

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Map ID
Direction
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Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 250.0
Units: P - Pounds
Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: MAD039322250
Trans2 State ID: MAD039322250
Generator Ship Date: 11/07/2011
Trans1 Recv Date: 11/07/2011
Trans2 Recv Date: 11/10/2011
TSD Site Recv Date: 11/19/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 004397987FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 350.0
Units: P - Pounds

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Map ID
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MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Number of Containers: 1.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: MAD039322250
Trans2 State ID: MAD039322250
Generator Ship Date: 08/01/2011
Trans1 Recv Date: 08/01/2011
Trans2 Recv Date: 08/04/2011
TSD Site Recv Date: 08/10/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 004398415FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 600.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported

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Map ID
Direction
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Elevation
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MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2010
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 04/15/2010
Trans1 Recv Date: 04/15/2010
Trans2 Recv Date: 04/22/2010
TSD Site Recv Date: 05/10/2010
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002944457FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 400.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2010
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 01/07/2010

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Map ID
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MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Trans1 Recv Date: 01/07/2010
Trans2 Recv Date: 01/14/2010
TSD Site Recv Date: 01/20/2010
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002944924FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 500.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2010
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 09/07/2010
Trans1 Recv Date: 09/07/2010
Trans2 Recv Date: 09/10/2010
TSD Site Recv Date: 10/08/2010
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192

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Map ID
Direction
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MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

TSDF ID 2: Not reported
Manifest Tracking Number: 003995079FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 800.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 10/12/2009
Trans1 Recv Date: 10/12/2009
Trans2 Recv Date: 10/13/2009
TSD Site Recv Date: 10/30/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002606423FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 500.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009
Trans1 State ID: MAD039322250
Trans2 State ID: MAD039322250
Generator Ship Date: 01/05/2009
Trans1 Recv Date: 01/05/2009
Trans2 Recv Date: 01/07/2009
TSD Site Recv Date: 01/17/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002238539FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Waste Code: Not reported
Quantity: 600.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009
Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 04/13/2009
Trans1 Recv Date: 04/14/2009
Trans2 Recv Date: 04/20/2009
TSD Site Recv Date: Not reported
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002238764FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 400.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009

Trans1 State ID: MAD039322250
Trans2 State ID: MAD039322250
Generator Ship Date: 07/08/2009
Trans1 Recv Date: 07/08/2009
Trans2 Recv Date: 07/12/2009
TSD Site Recv Date: 07/14/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002608521FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 370.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2008

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 01/17/2008
Trans1 Recv Date: 01/17/2008
Trans2 Recv Date: 01/19/2008
TSD Site Recv Date: 01/20/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: NCD000648451
TSDF ID 2: Not reported
Manifest Tracking Number: 001742110FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 500.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2009

Trans1 State ID: MAD039322250
Trans2 State ID: NYD982792814
Generator Ship Date: 10/06/2008
Trans1 Recv Date: 10/06/2008
Trans2 Recv Date: 10/08/2008
TSD Site Recv Date: 10/24/2008
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000144717

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MACYS - CAROUSEL #148 (Continued)

1010328743

Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: ARD069748192
TSDF ID 2: Not reported
Manifest Tracking Number: 002291342FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H040
Waste Code: Not reported
Quantity: 600.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

Click this hyperlink while viewing on your computer to access 3 additional NY_MANIFEST: record(s) in the EDR Site Report.

56
ESE
18-1/4
0.176 mi.
927 ft.

Relative
Higher

Actual:
377 ft.

ATLANTIC REFINING & MARKETING COMPANY
550 SOLAR STREET
SYRACUSE, NY 13204

NY MANIFEST: Country: USA
EPA ID: NYP000859132
Facility Status: Not reported
Location Address 1: 550 SOLAR STREET
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

NY MANIFEST 1009232124
N/A

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

ATLANTIC REFINING & MARKETING COMPANY (Continued)

1009232124

NY MANIFEST: EPAID: NYP000859132
Mailing Name: ATLANTIC REFINING & MARKETING COMPANY
Mailing Contact: ATLANTIC REFINING & MARKETING COMPANY
Mailing Address 1: 550 SOLAR STREET
Mailing Address 2: Not reported
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13204
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3154241746

NY MANIFEST: Document ID: NYA4128401
Manifest Status: C
seq: Not reported
Year: 1986
Trans1 State ID: 3052MP
Trans2 State ID: R60442NY
Generator Ship Date: 05/28/1986
Trans1 Recv Date: 05/28/1986
Trans2 Recv Date: 06/09/1986
TSD Site Recv Date: 06/09/1986
Part A Recv Date: 06/19/1986
Part B Recv Date: 06/17/1986
Generator EPA ID: NYP000859132
Trans1 EPA ID: NYD041037441
Trans2 EPA ID: NYD043815703
TSDF ID 1: NYD043815703
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Quantity: 00533
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

57 **CITGO SKIM TANK** **NY LTANKS** **S100129186**
SSE **OIL CITY** **NIA**
1/8-1/4 **SYRACUSE, NY**
0.176 mi.
927 ft.

Relative: Lower
Actual: 373 ft.

LTANKS:
Site ID: 321979
Spill Number/Closed Date: 8705976 / 1987-10-14
Spill Date: 1987-10-14
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: Not reported
Cleanup Ceased: 1987-10-14
Cleanup Meets Standard: True
SWIS: 3415
Investigator: VOLLMER
Referred To: Not reported
Reported to Dept: 1987-10-14
CID: Not reported
Water Affected: Not reported
Spill Notifier: Responsible Party
Last Inspection: Not reported
Recommended Penalty: False
UST Involvement: False
Remediation Phase: 0
Date Entered in Computer: 1987-10-22
Spill Record Last Update: 1988-11-08
Spiller Name: Not reported
Spiller Company: CITGO
Spiller Address: OIL CITY
Spiller City,St,Zip: SYRACUSE, NY
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 7
DER Facility ID: 259300
DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV // : NO PETROLEUM SPILLER, CITGO WILL CLEAN TANK & FILL WITH CONCRETE SLURRY. 02/06/00: SPILL REOPENED FOR FOLLOWUP ON OIL CITY STUDY. 01/18/91: INITIAL GROUNDWATER SAMPLING INDICATES NO SIGNIFICANT CONTAMINATION. ADDITIONAL MWS TO BE INSTALLED PER LICENSE. 05/17/91: INITIAL GROUNDWATER SAMPLING INDICATES NO SIGNIFICANT CONTAMINATION. ADDITIONAL MW'S INSTALLED. AWAITING SAMPLE RESULTS. *

Remarks: *4,000 GAL. TANK FILLED WITH WATER. SKIM TANK. TANK ALWAYS CONTAINS 5' OF WATER.*

Material:
Site ID: 321979
Operable Unit ID: 909796
Operable Unit: 01
Material ID: 464996
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: 5.00

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

CITGO SKIM TANK (Continued) **S100129186**

Units: Not reported
Recovered: 5.00
Resource Affected: Not reported
Oxygenate: Not reported
Site ID: 321979
Operable Unit ID: 909796
Operable Unit: 01
Material ID: 464997
Material Code: 1887A
Material Name: water purifying tablets
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: Not reported
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

J58 **CITGO PETROLEUM CORP** **NY MOSF** **S102243723**
SE **545 SOLAR STREET** **NY CBS** **N/A**
1/8-1/4 **SYRACUSE, NY 13204**
0.186 mi. **Site 1 of 2 in cluster J**
983 ft. **NY Spills**
NY SPDES

Relative: Lower
Actual: 375 ft.

MOSF:
Facility ID: 7-1640
Program Type: MOSF
Tank Status: Inactive
Expiration Date: Not reported
Dec Region: 7
UTMX: 404892.08179
UTMY: 4768740.90416

CBS:
CBS Number: 7-000147
Program Type: CBS
Facility Status: Unregulated/Closed
Expiration Date: Not reported
Dec Region: 7
UTMX: 404892.08179
UTMY: 4768740.90416

CBS Number: 7-000206
Program Type: CBS
Facility Status: Unregulated/Closed
Expiration Date: Not reported
Dec Region: 7
UTMX: 404892.08179
UTMY: 4768740.90416

SPILLS:
Facility ID: 9514028
Facility Type: ER

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) **S102243723**

DER Facility ID: 88085
Site ID: 297427
DEC Region: 7
Spill Date: 1996-02-03
Spill Number/Closed Date: 9514028 / 1996-02-05
Spill Cause: Human Error
Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: MENASH
Referred To: Not reported
Reported to Dept: 1996-02-03
CID: Not reported
Water Affected: Not reported
Spill Source: Tank Truck
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered in Computer: 1996-02-03
Spill Record Last Update: 1996-02-05
Spiller Name: Not reported
Spiller Company: TERPENING TRUCKING
Spiller Address: 115 FARRELL RD
Spiller City,St,Zip: SYRACUSE, NY 13209-
Spiller Company: 001
Contact Name: JACK NARUSKY
Contact Phone: (315) 422-3380
DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was MN *

Remarks: *DRIVER WAS LOADING A TANKER FOR TRANSPORT AND WASNT PAYING ATTENTION - SPILL CLEANED UP - PER AFFECTED PARTY THE GAS IS IN WATER SEPARATER - THEY WILL CLEAN UP FROM THERE*

Material:
Site ID: 297427
Operable Unit ID: 1024849
Operable Unit: 01
Material ID: 357731
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: 30.00
Units: Gallons
Recovered: 30.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:
Facility ID: 9510733
Facility Type: ER

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) **S102243723**

DER Facility ID: 88085
Site ID: 99075
DEC Region: 7
Spill Date: 1995-11-24
Spill Number/Closed Date: 9510733 / 2011-07-15
Spill Cause: Unknown
Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: RJBRAZEL
Referred To: Not reported
Reported to Dept: 1995-11-27
CID: Not reported
Water Affected: Not reported
Spill Source: Major Facility (MOSF) > 400,000 gal
Spill Notifier: Responsible Party
Cleanup Ceased: 1995-12-31
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered in Computer: 1995-11-27
Spill Record Last Update: 2011-07-15
Spiller Name: JACK NARUSKY
Spiller Company: CITGO PETROLEUM CORP
Spiller Address: 545 SOLAR STREET
Spiller City,St,Zip: SYRACUSE, ZY
Spiller Company: 001
Contact Name: JACK NARUSKY
Contact Phone: () 422-3380
DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was RB SEE OIL CITY FILES 7-15-2011 This parcel will be investigated and remediated under Brownfield Agreement C734134*
Remarks: *CITY WAS DIGGING TO FIND A WATER LEAK AND DISCOVERED CONTAMINATED SOIL.*

Material:
Site ID: 99075
Operable Unit ID: 1021282
Operable Unit: 01
Material ID: 358086
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:
Facility ID: 9411499
Facility Type: ER

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MAP FINDINGS

CITGO PETROLEUM CORP (Continued) S102243723

DER Facility ID: 215268
 Site ID: 264111
 DEC Region: 7
 Spill Date: 1994-11-29
 Spill Number/Closed Date: 9411499 / 1994-11-29
 Spill Cause: Equipment Failure
 Spill Class: No spill occurred. No DEC Response. No corrective action required.
 SWIS: 3400
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1994-11-29
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1994-11-29
 Cleanup Meets Std: True
 Last Inspection: 1994-11-29
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: CITGO
 Spiller Address: 545 SOLAR ST.
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 11/29/94. HOTLINE MIS INFORMATION DID NOT UNDERSTAND THIS WAS AN EXERCISE DRILL. MET WITH JACK NARUSKY TERMINAL MNGR CITGO THIS WAS A DRILL OBSERVED PROTOCOL SHEET FOR DRILL. 09/28/95. This is additional information about material spilled from the translation of the old spill file: DRILL EXERCISE.*
 Remarks: *THIS IS A DRILL,THIS IS A DRILL!!!! SCENARIO: BLOWN GASKET ON MANIFOLD(Pipeline) WILL USE VAC TRUCK.*

Material:
 Site ID: 264111
 Operable Unit ID: 1008384
 Operable Unit: 01
 Material ID: 373845
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) S102243723

Facility ID: 9309960
 Facility Type: ER
 DER Facility ID: 88085
 Site ID: 99074
 DEC Region: 7
 Spill Date: 1993-11-16
 Spill Number/Closed Date: 9309960 / 1993-12-27
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1993-11-16
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1993-12-27
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: CITGO PETROLEUM
 Spiller Address: 545 SOLAR STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN *
 Remarks: *LINE BROKE ON TRANSPORTER TRAILER. AREA TO BE EXCAVATED AND NEW STONE WILL BE PUT IN.*

Material:
 Site ID: 99074
 Operable Unit ID: 988974
 Operable Unit: 01
 Material ID: 392601
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 15.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9111007

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) S102243723

Facility Type: ER
 DER Facility ID: 88085
 Site ID: 297426
 DEC Region: 7
 Spill Date: 1992-01-24
 Spill Number/Closed Date: 9111007 / 1992-01-28
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1992-01-24
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1992-01-28
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-01-26
 Spill Record Last Update: 1992-01-28
 Spiller Name: Not reported
 Spiller Company: CITGO PETROLEUM
 Spiller Address: 545 SOLAR ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 01/26/92. FOLLOW UP INSPECTION TO BE MADE. 01/28/92. FOLLOW UP INSPECTION TO BE MADE. INSPECTION ON 1/27/92. VALVE REPAIRED. SPILL CLEAN UP COMPLETE.*
 Remarks: *HAIR LINE CRACK ON PUMP HOUSING CAUSED APPROX 200 GAL OF GASOLINE TO SPILL OUT INTO DYKED AREA. CITGO MAINTENANCE SHUT VALVE OFF. ENV PRODSVC CALLED FOR CLEANUP. NO ENVIRONMENTAL PROBLEM.*

Material:
 Site ID: 297426
 Operable Unit ID: 961126
 Operable Unit: 01
 Material ID: 416074
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 200.00
 Units: Gallons
 Recovered: 200.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) S102243723

Click this [hyperlink](#) while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

SPDES:
 Permit Number: NY0002259
 State-Region: 07
 Expiration Date: 01/04/1999
 Current Major Minor Status: Minor
 Primary Facility SIC Code: 5171
 State Water Body Name: BARGE CANAL
 Limit Set Status Flag: Active
 Total Actual Average Flow(MGD): Not reported
 Total App Design Flow(MGD): Not reported
 UDF1: Not reported
 Lat/Long: +43.063961 / -76.17
 DMR Cognizant Official: J R NARUSKY, TER MGR
 UDF2: 000702
 UDF3: D
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: CITGO PETROLEUM CORP
 Non-Gov Permit Street Address: CITGO PETROLEUM (SYRACUSE TER)
 Non-Gov Permit Supplemental Location: 545 SOLAR STREET
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: CITGO PETROLEUM CORP
 Non-Gov Facility Street Address: CITGO PETROLEUM (SYRACUSE TER)
 Non-Gov Facility Supplemental Location: 545 SOLAR STREET
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13204
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: D
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: CITGO PETROLEUM CORP
 Non-Gov Permit Street Address: CITGO PETROLEUM (SYRACUSE TER)
 Non-Gov Permit Supplemental Location: 545 SOLAR STREET
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: CITGO PETROLEUM CORP(SYRACUSE)
 Non-Gov Facility Street Address: PO BOX 3758
 Non-Gov Facility Supplemental Location: Not reported
 Non-Gov Facility City: TULSA
 Non-Gov Facility State Code: OK
 Non-Gov Facility Zip Code: 741023758
 State Water Body: 04140201380

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) **S102243723**

UDF2: 000702
 UDF3: D
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: CITGO PETROLEUM (SYRACUSE TER)
 Non-Gov Permit Street Address: 545 SOLAR STREET
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204

Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: CITGO PETROLEUM CORP
 Non-Gov Facility Street Address: CITGO PETROLEUM (SYRACUSE TER)
 Non-Gov Facility Supplemental Location: 545 SOLAR STREET
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13204
 State Water Body: 04140201380

UDF2: 000702
 UDF3: D
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: CITGO PETROLEUM (SYRACUSE TER)
 Non-Gov Permit Street Address: 545 SOLAR STREET
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204

Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: CITGO PETROLEUM CORP(SYRACUSE)
 Non-Gov Facility Street Address: PO BOX 3758
 Non-Gov Facility Supplemental Location: Not reported
 Non-Gov Facility City: TULSA
 Non-Gov Facility State Code: OK
 Non-Gov Facility Zip Code: 741023758
 State Water Body: 04140201380

J59 **CITGO PETROLEUM CORP** **NY CBS AST** **1000236043**
SE **545 SOLAR ST** **NY MOSF AST** **NYD000691956**
1/8-1/4 **SYRACUSE, NY 13204** **RCRA NonGen / MLR**
0.186 mi. **Site 2 of 2 in cluster J** **NY MANIFEST**
983 ft.

Relative: CBS AST:
 Lower CBS Number: 7-000147
 ICS Number: 7-004765
 Actual: PFS Number: Not reported
 375 ft. MOSF Number: 7-1640
 SPDES Number: Not reported
 Facility Status: IN SERVICE
 Facility Type: B
 Telephone: (315) 422-3380
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 07/17/1995
 Total Capacity of All Active Tanks(gal): 0

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) **1000236043**

Operator: JACK NARUSKY
 Emergency Contact: JACK NARUSKY
 Emergency Phone: (315) 422-3380
 Owner Name: CITGO PETROLEUM CORP.
 Owner Address: 3212 OLD VESTAL ROAD
 Owner City,St,Zip: VESTAL, NY 13850
 Owner Telephone: (607) 797-0033
 Owner Type: Corporate/Commercial
 Owner Sub Type: Not reported
 Mail Name: CITGO PETROLEUM CORP.
 Mail Contact Addr: 3212 OLD VESTAL ROAD
 Mail Contact Addr2: Not reported
 Mail Contact Contact: JIM CASH
 Mail Contact City,St,Zip: VESTAL, NY 13850
 Mail Phone: (607) 797-0033

Tank Id: 001
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 05/90
 Tank Closed: 00/00
 Capacity (Gal): 6000
 Chemical: Xylene (mixed)
 Tank Location: Indors, Aboveground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: No Missing Data
 Date Entered: 05/07/1991
 Certified Date: 09/17/1993
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: Painted/Asphalt Coating,Impressed Current
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 13
 Pipe Flag: 13
 Leak Detection: None
 Overfill Protection: None
 Haz Percent: 25
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 430349 / 761012
 Is Updated: False
 Renew Date: 08/23/93
 Is It There: False
 Delinquent: False
 Date Expired: 07/17/95
 Owner Mark: 1
 Certificate Needs to be Printed: 430349 / 761012
 Fiscal Amt for Registration Fee Correct: 430349 / 761012
 Renewal Has Been Printed for Facility: 430349 / 761012
 Pre-Printed Renewal App Last Printed: 430349 / 761012

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) **1000236043**

Tank Id: 001
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 03/87
 Tank Closed: 00/00
 Capacity (Gal): 1000
 Chemical: Xylene (mixed)
 Tank Location: Indors, Belowground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: 3
 Date Entered: 07/17/1989
 Certified Date: 09/17/1993
 Substance: Not reported
 Internal Protection: Not reported
 External Protection: Not reported
 Pipe Location: Not reported
 Pipe Type: Steel/Iron
 Pipe Internal: Not reported
 Pipe External: Not reported
 Pipe Flag: False
 Leak Detection: Not reported
 Overfill Protection: Not reported
 Haz Percent: 0
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 430349 / 761012
 Is Updated: False
 Renew Date: 08/23/93
 Is It There: False
 Delinquent: False
 Date Expired: 07/17/95
 Owner Mark: 1
 Certificate Needs to be Printed: 430349 / 761012
 Fiscal Amt for Registration Fee Correct: 430349 / 761012
 Renewal Has Been Printed for Facility: 430349 / 761012
 Pre-Printed Renewal App Last Printed: 430349 / 761012

Tank Id: A-3
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 02/88
 Tank Closed: 01/93
 Capacity (Gal): 8000
 Chemical: Xylene (mixed)
 Tank Location: Indors, Belowground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: No Missing Data

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) **1000236043**

Date Entered: 04/23/1991
 Certified Date: 02/23/1995
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: Painted/Asphalt Coating
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: None
 Pipe Flag: None
 Leak Detection: None
 Overfill Protection: Product Level Gauge
 Haz Percent: 65
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: 01/04/93
 Is It There: False
 Delinquent: False
 Date Expired: 04/24/95
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 01/02/1997

MOSF AST:
 MOSF Number: 7-1640
 SWIS Code: 31
 Facility Town: SYRACUSE
 Facility Phone: (315) 422-3380
 Emergency Contact Name: J.R. NARUSKY
 Emergency Contact Phone: (315) 672-5783
 Total Tanks: 0
 Total Capacity: 0
 Daily Throughput: 0
 License Status: Not reported
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Product Transfer Operation: Tank Truck
 Facility Status: TEMPORARILY OUT-OF-SERVICE
 Operator Name: J.R. NARUSKY
 Operator Name: CITGO PETROLEUM CORPORATION
 Owner Address: 6100 SOUTH YALE
 Owner City,St,Zip: TULSA, OK 74102-
 Owner Phone: (918) 495-4000
 Owner Type: Corporate/Commercial
 Owner Status: 1
 Owner Mark: First Owner
 Mailing Name: CITGO PETROLEUM CORPORATION
 Mailing Address: 545 SOLAR STREET
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13204-
 Mailing Contact: J.R. NARUSKY
 Mailing Phone: (315) 422-3380
 Legal Agent Name: CT CORPORATION

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Legal Agent Address: 1633 BROADWAY
 Legal Agent City,St,Zip: NEW YORK, NY 10019
 LIC Expires: / /
 Tank ID: 1
 Tank Location: ABOVEGROUND
 Install Date: 00/39
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Impervious Underlayment
 Leak Detection: 16
 Overfill Protection: 42
 Dispensing Mthd: Suction
 Test Date: 08/93
 Date Closed: 12/97
 Status of Data: Complete
 Capacity (gal): 672000
 Lat/Long: 430349 / 761012
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: / /
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000206
 Pollution Discharge Elimination System Num: 0-002259
 Date Legal Agent Filed with Secretary of State: 11/83

Tank ID: 2
 Tank Location: ABOVEGROUND
 Install Date: 00/39
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Impervious Underlayment
 Leak Detection: 14
 Overfill Protection: 42
 Dispensing Mthd: Suction
 Test Date: 08/93

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Date Closed: 12/97
 Status of Data: Complete
 Capacity (gal): 672000
 Lat/Long: 430349 / 761012
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: / /
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000206
 Pollution Discharge Elimination System Num: 0-002259
 Date Legal Agent Filed with Secretary of State: 11/83

Tank ID: 3
 Tank Location: ABOVEGROUND
 Install Date: 00/48
 Product: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: FIBERGLASS REINFORCED PLASTIC
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: Impressed Current
 Secondary Containment: Earthen Dike
 Leak Detection: Not reported
 Overfill Protection: High Level Alarm
 Dispensing Mthd: Suction
 Test Date: 00/00
 Date Closed: UNKWN
 Status of Data: Complete
 Capacity (gal): 144480
 Lat/Long: 430349 / 761012
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: / /
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000206
 Pollution Discharge Elimination System Num: 0-002259
 Date Legal Agent Filed with Secretary of State: 11/83

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Tank ID: 4
 Tank Location: ABOVEGROUND
 Install Date: 00/39
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: Glass Liner
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Impervious Underlayment
 Leak Detection: 16
 Overfill Protection: 42
 Dispensing Mthd: Suction
 Test Date: 08/93
 Date Closed: 12/97
 Status of Data: Complete
 Capacity (gal): 462000
 Lat/Long: 430349 / 761012
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: / /
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000206
 Pollution Discharge Elimination System Num: 0-002259
 Date Legal Agent Filed with Secretary of State: 11/83

Tank ID: 5
 Tank Location: ABOVEGROUND
 Install Date: 00/48
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: 31
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 31
 Secondary Containment: Impervious Underlayment
 Leak Detection: 16
 Overfill Protection: 42
 Dispensing Mthd: Suction
 Test Date: 08/93
 Date Closed: 12/97
 Status of Data: Complete
 Capacity (gal): 672000
 Lat/Long: 430349 / 761012

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: False
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: 0
 COI Date: / /
 Date License Issued: / /
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000206
 Pollution Discharge Elimination System Num: 0-002259
 Date Legal Agent Filed with Secretary of State: 11/83

[Click this hyperlink](#) while viewing on your computer to access 7 additional NY_AST_MOS: record(s) in the EDR Site Report.

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: CITGO PETROLEUM CORP
 Facility address: 545 SOLAR ST
 SYRACUSE, NY 13204
 EPA ID: NY000691956
 Mailing address: PO BOX 3758
 TULSA, NY 74102
 Contact: R THOMPSON
 Contact address: PO BOX 3758
 TULSA, NY 74102
 Contact country: US
 Contact telephone: (315) 422-3380
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: Not reported
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 US
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: CITGO PETROLEUM CORP
 Classification: Not a generator, verified

Date form received by agency: 03/30/1998
 Site name: CITGO PETROLEUM CORP
 Classification: Large Quantity Generator

Date form received by agency: 02/09/1994
 Site name: CITGO PETROLEUM CORPORATION
 Classification: Large Quantity Generator

Date form received by agency: 02/14/1992
 Site name: CITGO
 Classification: Large Quantity Generator

Date form received by agency: 08/15/1980
 Site name: CITGO PETROLEUM CORP
 Classification: Large Quantity Generator

Waste Code: D000
 Waste name: Not Defined

Waste Code: D001
 Waste name: IGNITABLE WASTE

Violation Status: No violations found

Evaluation Action Summary:
 Evaluation date: 05/05/1993
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

NY MANIFEST:
 Country: USA
 EPA ID: NYD000691956
 Facility Status: Not reported
 Location Address 1: 545 SOLAR STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD000691956
 Mailing Name: CITGO PETROLEUM CORP-CITIES SERVICE CO
 Mailing Contact: JOHN R HARUSKY
 Mailing Address 1: 3212 OLD VESTAL RD
 Mailing Address 2: Not reported
 Mailing City: VESTAL
 Mailing State: NY
 Mailing Zip: 13801
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154223380

NY MANIFEST:
 Document ID: NYG0344295
 Manifest Status: C
 seq: Not reported
 Year: 1997
 Trans1 State ID: DD9362
 Trans2 State ID: Not reported
 Generator Ship Date: 12/02/1997
 Trans1 Recv Date: 12/02/1997
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/02/1997
 Part A Recv Date: 12/18/1997
 Part B Recv Date: 12/24/1997
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD012928347
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD013277454
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00110
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NUA2825394
 Manifest Status: K
 seq: Not reported
 Year: 1997
 Trans1 State ID: NYGK2398
 Trans2 State ID: S50060
 Generator Ship Date: 12/04/1997
 Trans1 Recv Date: 12/04/1997
 Trans2 Recv Date: 12/09/1997
 TSD Site Recv Date: 12/10/1997
 Part A Recv Date: / /
 Part B Recv Date: 01/20/1998
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD0980761191
 TSD ID 1: NJD02200046
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D009 - MERCURY 0.2 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00002
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberglass or plastic drums (glass)
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYG0344322
 Manifest Status: C
 seq: Not reported

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Year: 1997
 Trans1 State ID: DD9362
 Trans2 State ID: Not reported
 Generator Ship Date: 12/08/1997
 Trans1 Recv Date: 12/08/1997
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/08/1997
 Part A Recv Date: 12/23/1997
 Part B Recv Date: 12/24/1997
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD012928347
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD013277454
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00165
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB7225893
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: PD1900NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/12/1996
 Trans1 Recv Date: 09/12/1996
 Trans2 Recv Date: 09/13/1996
 TSD Site Recv Date: 09/13/1996
 Part A Recv Date: 09/23/1996
 Part B Recv Date: 09/26/1996
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSD ID 1: NYR000005298
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported

CITGO PETROLEUM CORP (Continued) 1000236043

Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 03000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYB7225929
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: PD1912NY
 Trans2 State ID: Not reported
 Generator Ship Date: 09/19/1996
 Trans1 Recv Date: 09/19/1996
 Trans2 Recv Date: //
 TSD Site Recv Date: 09/20/1996
 Part A Recv Date: 09/27/1996
 Part B Recv Date: 10/03/1996
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYR00005298
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

CITGO PETROLEUM CORP (Continued) 1000236043

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02825
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYB8008335
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: NYPP6163
 Trans2 State ID: Not reported
 Generator Ship Date: 04/23/1996
 Trans1 Recv Date: 04/23/1996
 Trans2 Recv Date: //
 TSD Site Recv Date: 04/24/1996
 Part A Recv Date: 05/02/1996
 Part B Recv Date: 05/02/1996
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYR00005298
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 02987
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 080

Document ID: NYB7225902
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: PR1941NY
 Trans2 State ID: Not reported

CITGO PETROLEUM CORP (Continued) 1000236043

Generator Ship Date: 09/13/1996
 Trans1 Recv Date: 09/13/1996
 Trans2 Recv Date: //
 TSD Site Recv Date: 09/16/1996
 Part A Recv Date: 09/23/1996
 Part B Recv Date: 10/03/1996
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYR00005298
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 01750
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYB5087601
 Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: PD1912
 Trans2 State ID: Not reported
 Generator Ship Date: 05/20/1994
 Trans1 Recv Date: 05/20/1994
 Trans2 Recv Date: //
 TSD Site Recv Date: 05/20/1994
 Part A Recv Date: 06/13/1994
 Part B Recv Date: 05/09/1994
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYD05770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported

CITGO PETROLEUM CORP (Continued) 1000236043

Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00500
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NJA1892100
 Manifest Status: C
 seq: Not reported
 Year: 1994
 Trans1 State ID: NJDEPE500
 Trans2 State ID: NJDEPE500
 Generator Ship Date: 06/27/1994
 Trans1 Recv Date: 06/27/1994
 Trans2 Recv Date: 06/28/1994
 TSD Site Recv Date: 06/29/1994
 Part A Recv Date: 07/05/1994
 Part B Recv Date: 07/13/1994
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NJD002200046
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00110

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01383
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYB2836278
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: 48262T
 Trans2 State ID: Not reported
 Generator Ship Date: 08/29/1991
 Trans1 Recv Date: 08/29/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/29/1991
 Part A Recv Date: 09/10/1991
 Part B Recv Date: 09/09/1991
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD080761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD05770109
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 06200
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYB2835846
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: 33056V
 Trans2 State ID: Not reported
 Generator Ship Date: 07/16/1991
 Trans1 Recv Date: 07/16/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/17/1991
 Part A Recv Date: 07/23/1991
 Part B Recv Date: 07/26/1991
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Document ID: NYB1611891
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: 7218ZNY
 Trans2 State ID: Not reported
 Generator Ship Date: 08/14/1991
 Trans1 Recv Date: 08/14/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/14/1991
 Part A Recv Date: 08/21/1991
 Part B Recv Date: 08/23/1991
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD051809952
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 04300
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYB2836566
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: TT44LL
 Trans2 State ID: Not reported
 Generator Ship Date: 08/23/1991
 Trans1 Recv Date: 08/23/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 08/23/1991
 Part A Recv Date: 09/09/1991
 Part B Recv Date: 09/04/1991
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00110
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1760688
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: NYMS7584
 Trans2 State ID: NJT622GN
 Generator Ship Date: 10/18/1990
 Trans1 Recv Date: 10/18/1990
 Trans2 Recv Date: 10/18/1990
 TSD Site Recv Date: 10/19/1990
 Part A Recv Date: 10/29/1990
 Part B Recv Date: 11/01/1990
 Generator EPA ID: NYD000691956
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: NYD980761191
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES

MAP FINDINGS

CITGO PETROLEUM CORP (Continued) 1000236043

Waste Code: Not reported
 Quantity: 00350
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Click this hyperlink while viewing on your computer to access 6 additional NY_MANIFEST: record(s) in the EDR Site Report.

K60 ENE 1/8-1/4 1119 ft. Relative: Higher Actual: 401 ft.

QUANTA RESOURCES SITE USEPA REGION 2
 2802-2810 LODI ST
 SYRACUSE, NY 13208
 Site 1 of 3 in cluster K

SEMS 1000321851
 CORRACTS NY SHWS
 NY INST CONTROL
 RCRA NonGen / NLR
 2020 COR ACTION
 PRP
 ICIS
 FINDS
 NY MANIFEST
 ECHO

SEMS:
 Site ID: 202122
 EPA ID: NYD980592448
 Federal Facility: N
 NPL: Not on the NPL
 Non NPL Status: Referred to Removal - NFRAP

Following information was gathered from the prior CERCLIS update completed in 10/2013:

Site ID: 0202122
 EPA ID: NYD980592448
 Facility County: ONONDAGA
 Short Name: QUANTA RESOURCES CORPORAT
 Congressional District: 25
 IFMS ID: 025X
 SMSA Number: 8160
 USGC Hydro Unit: 04140201
 Federal Facility: Not a Federal Facility
 DMNSN Number: 0.00000
 Site Orphan Flag: N
 RCRA ID: Y
 USGS Quadrangle: Not reported
 Site Init By Prog: Not reported
 NFRAP Flag: Not reported
 Parent ID: Not reported
 RST Code: Not reported
 EPA Region: 02
 Classification: Chemical Plant
 Site Settings Code: Not reported
 NPL Status: Not on the NPL
 DMNSN Unit Code: Not reported

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

RBRAC Code: Not reported
 RResp Fed Agency Code: Not reported
 Referred to Removal - NFRAP
 Non NPL Status Date: 09/27/02
 Site Fps Code: 36067
 CC Concurrence Date: / /
 CC Concurrence FY: Not reported
 Alias EPA ID: Not reported
 Site FUDS Flag: Not reported

CERCLIS Site Alias Name(s):
 Alias ID: 101
 Alias Name: QUANTA RESOURCES CORPORATION
 Alias Address: Not reported
 ONONDAGA, NY
 Alias Comments: Not reported
 Site Description: 0.75 ACRE ABANDONED WASTE OIL PROCESSING FAC WASTE HANDLING OPER EMPLOYED 52 ABOVEGRND STORAGE TANKS 4 BELOW GRND TANKS & 3 SUMPS. CONTENTS INCLD WASTE OIL, OIL/WTR MIX, CAUSTICS & ACIDS.

CERCLIS Assessment History:

Action Code: 001
 Action: DISCOVERY
 Date Started: / /
 Date Completed: 09/01/84
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: PRELIMINARY ASSESSMENT
 Date Started: / /
 Date Completed: 10/31/84
 Priority Level: Low priority for further assessment
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: SITE INSPECTION
 Date Started: 07/01/85
 Date Completed: 08/31/85
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Action Code: 002
 Action: SITE INSPECTION
 Date Started: 01/10/86
 Date Completed: 02/10/86
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: NON-NATIONAL PRIORITIES LIST POTENTIALLY RESPONSIBLE PARTY SEARCH
 Date Started: 04/05/90
 Date Completed: 12/14/90
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: Public Notice Published
 Date Started: / /
 Date Completed: 01/08/91
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMOVAL
 Date Started: 04/04/90
 Date Completed: 04/28/92
 Priority Level: Stabilized
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Primary
 Urgency Indicator: Time Critical
 Action Anomaly: Not reported

Action Code: 003
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/30/92
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Action Code: 001
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/30/92
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 003
 Action: SITE INSPECTION
 Date Started: 02/18/93
 Date Completed: 02/18/93
 Priority Level: NFRAP-Site does not qualify for the NPL based on existing information
 Operable Unit: SITEWIDE
 Primary Responsibility: State, Fund Financed
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: ISSUE REQUEST LETTERS (104E)
 Date Started: / /
 Date Completed: 02/08/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: Notice Letters Issued
 Date Started: / /
 Date Completed: 02/08/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: PREPARATION OF COST DOCUMENT PACKAGE
 Date Started: / /
 Date Completed: 04/19/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Action Anomaly: Not reported

Action Code: 002
 Action: NON-NATIONAL PRIORITIES LIST POTENTIALLY RESPONSIBLE PARTY SEARCH
 Date Started: 07/17/95
 Date Completed: 09/13/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: REMOVAL NEGOTIATIONS
 Date Started: 08/20/90
 Date Completed: 09/29/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: COST RECOVERY NEGOTIATIONS
 Date Started: 02/08/95
 Date Completed: 09/29/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: CONSENT AGREEMENT (ADMINISTRATIVE)
 Date Started: / /
 Date Completed: 09/29/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/29/95
 Priority Level: Not reported
 Operable Unit: SITEWIDE

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Primary Responsibility: Federal Enforcement
 Planning Status: Primary
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: ISSUE REQUEST LETTERS (104E)
 Date Started: / /
 Date Completed: 08/28/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: Notice Letters Issued
 Date Started: / /
 Date Completed: 08/28/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: REMOVAL NEGOTIATIONS
 Date Started: 08/28/96
 Date Completed: 09/30/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 004
 Action: ADMINISTRATIVE ORDER ON CONSENT
 Date Started: / /
 Date Completed: 09/30/96
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: REMOVAL
 Date Started: 08/04/97

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Date Completed: 09/18/97
 Priority Level: Cleaned up
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Primary
 Urgency Indicator: Emergency
 Action Anomaly: Not reported

Action Code: 001
 Action: Lodged By DOJ
 Date Started: / /
 Date Completed: 10/27/97
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: CONSENT DECREE
 Date Started: 09/16/97
 Date Completed: 01/12/98
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 001
 Action: POTENTIALLY RESPONSIBLE PARTY REMOVAL
 Date Started: 09/30/96
 Date Completed: 04/12/00
 Priority Level: Stabilized
 Operable Unit: SITEWIDE
 Primary Responsibility: Responsible Party
 Planning Status: Primary
 Urgency Indicator: Time Critical
 Action Anomaly: Not reported

Action Code: 003
 Action: REMOVAL
 Date Started: 10/07/99
 Date Completed: 09/13/00
 Priority Level: Cleaned up
 Operable Unit: SITEWIDE
 Primary Responsibility: EPA Fund-Financed
 Planning Status: Primary
 Urgency Indicator: Time Critical
 Action Anomaly: Not reported

Action Code: 002
 Action: Lodged By DOJ
 Date Started: / /

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Date Completed: 07/11/07
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

Action Code: 002
 Action: CONSENT DECREE
 Date Started: / /
 Date Completed: 08/23/07
 Priority Level: Not reported
 Operable Unit: SITEWIDE
 Primary Responsibility: Federal Enforcement
 Planning Status: Not reported
 Urgency Indicator: Not reported
 Action Anomaly: Not reported

CORRACTS:

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950509
 Action: CA075HI - CA Prioritization, Facility or area was assigned a high corrective action priority
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950509
 Action: CA070YE - RFA Determination Of Need For An RFI, RFI is Necessary
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950509
 Action: CA050 - RFA Completed
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Area Name: SITEWIDE
 Actual Date: 19950210
 Action: CA210SF - CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action at the facility or area referred to CERCLA
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950210
 Action: CA225NF - Stabilization Measures Evaluation, This facility, is not amenable to stabilization activity at the, present time, because it appears to be technically infeasible or, inappropriate
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20150313
 Action: CA800YE
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20110216
 Action: CA380 - Date For Public Notice On Proposed Remedy
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20110321
 Action: CA725YE - Current Human Exposures Under Control, Yes, Current Human Exposures Under Control has been verified
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20130327
 Action: CA750YE - Migration of Contaminated Groundwater under Control, Yes,

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QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Migration of Contaminated Groundwater Under Control has been verified
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: OU-1A - SOIL REMOVAL, IRM
 Actual Date: 19900228
 Action: CA610
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: OU-1A - SOIL REMOVAL, IRM
 Actual Date: 19900228
 Action: CA010 - RFA Determination Of Need For An RFI
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20110329
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: OU-1A - SOIL REMOVAL, IRM
 Actual Date: 19920530
 Action: CA650 - Stabilization Construction Completed
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD980592448
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20140930
 Action: CA550RC
 NAICS Code(s): 32411
 Petroleum Refineries
 Original schedule date: Not reported
 Schedule end date: Not reported

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QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

SHWS:
 Program: HW
 Site Code: 59626
 Classification: Site is properly closed - requires continued management.
 Region: 7
 Acres: 0.413
 HW Code: 734013
 Record Add: 11/18/1999
 Record Upd: 05/27/2015
 Updated By: HOWARNER
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seltz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Services, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.
 Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to

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QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethylene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.
 Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.
 Dump: False
 Structure: True
 Lagoon: False
 Landfill: False

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QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Pond: False
 Disp Start: 1920s
 Disp Term: 1981
 Lat/Long: 43.04.10.0 / 76.10.01.0
 Del: False
 Record Add: 11/18/1999 12:00:00 PM
 Record Upd: 4/4/2014 11:47:00 AM
 Updated By: CFMANNES
 Own Op: Disp: Owner
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: *** MULTIPLE SITE OWNERS ***
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Ag-Met Oil Service
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: NNN
 Owner Name: Allen G. Reiter, Esq.
 Owner Company: Arent Fox LLP Attorneys at Law
 Owner Address: 1675 Broadway
 Owner Addr2: Not reported
 Owner City,St,Zip: New York, NY 10019-5829
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Anchor Oil (Northeast Oil Services)
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Newton Refining
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: E
 Owner Name: Not reported
 Owner Company: Hudson Oil
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Hudson Oil
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Quanta Resources
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: Seitz Oil Products
 Owner Address: 2802 Lodi Street
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13208
 Owner Country: United States of America
 HW Code: 734013
 Waste Type: FLAMMABLE LIQUID, (D001, D008, F002, F003, F005)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734013
 Waste Type: ORGANIC LIQUID, (D040, F002, F003, F005)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734019
 Waste Type: CAUSTIC LIQUID & SOLIDS (D002)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734019
 Waste Type: CONCENTRATED SULFURIC ACID (D002)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734019
 Waste Type: ACID SLUDGES (D001, D002, D004)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734019
 Waste Type: ORGANIC SLUDGES (D006, D007, D008, F002)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 HW Code: 734019
 Waste Type: ORGANIC SOLIDS (D040, F002, F003, F005)
 Waste Quantity: UNKNOWN
 Waste Code: Not reported
 Crossed ID: DT-0001-07-07
 Cross Ref Type Code: 23
 Cross Ref Type: Agreement/Consent Order Number
 Record Added Date: 5/31/2013 11:25:00 AM
 Record Updated: 5/31/2013 11:25:00 AM
 Updated By: CFMANNES

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Cross Ref ID: B/P 05301/0515 Inst#35;35940
 Cross Ref Type Code: 25
 Cross Ref Type: County Recording Identifier
 Record Added Date: 2/13/2015 9:35:00 AM
 Record Updated: 2/13/2015 9:38:00 AM
 Updated By: CFMANNES
 Cross Ref ID: QUANTA RESOURCES SITE-USEPA REGION 2
 Cross Ref Type Code: 27
 Cross Ref Type: Alternate Site Name
 Record Added Date: 6/16/2011
 Record Updated: 6/16/2011
 Updated By: jgmrat
 Cross Ref ID: NYD980592448
 Cross Ref Type Code: 05
 Cross Ref Type: EPA Site ID
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 5/10/2001 4:31:00 PM
 Updated By: REGTRANS
 Cross Ref ID: NYD980592448
 Cross Ref Type Code: 06
 Cross Ref Type: RCRA EPA ID No.
 Record Added Date: 11/18/1999 12:00:00 PM
 Record Updated: 3/31/2011 9:33:00 AM
 Updated By: DADESNOY

INST CONTROL:

Site Code: 58626
 Control Name: Ground Water Use Restriction
 HW Code: 734013
 Control Code: 08
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SHREIGEL
 Site Code: 58626

Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem:

Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RL. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

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Health Problem: objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan. People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Soil Management Plan
 HW Code: 734013
 Control Code: 14
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Health Problem: perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: OSM Plan
 HW Code: 734013
 Control Code: 33
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Health Problem: wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and

Map ID
Direction
Distance
Elevation

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
Control Name: IC/EC Plan
HW Code: 734013
Control Code: 34
Control Type: INST
DI record added: 05/31/2013
DI rec updated: 05/05/2015
Updated By: SRHEIGEL
Site Code: 58626

Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
Control Name: Monitoring Plan
HW Code: 734013
Control Code: 31
Control Type: INST
DI record added: 05/31/2013
DI rec updated: 05/05/2015
Updated By: SRHEIGEL
Site Code: 58626

Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Site Management Plan
 HW Code: 734013
 Control Code: 32
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Environmental Easement
 HW Code: 734013
 Control Code: J
 Control Type: INST
 Dt record added: 05/31/2013
 Dt rec updated: 05/05/2015
 Updated By: SRHEIGEL
 Site Code: 58626
 Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seitz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI.

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 Control Name: Landuse Restriction

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

HW Code: 734013
Control Code: 25
Control Type: INST
Dr record added: 05/31/2013
Dr rec updated: 05/05/2015
Updated By: SRHEIGEL
Site Code: 58626

Site Description: Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County. Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 91 at an elevation approximately 18 feet below the general site grade. Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used. Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seltz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals)

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

RCRA NonGen / NLR:

Date form received by agency: 01/01/2007
Facility name: QUANTA RESOURCES SITE-USEPA REGION 2
Facility address: 2802-2810 LODI ST
SYRACUSE, NY 13208
EPA ID: NYD980592448

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Mailing address: LODI ST
SYRACUSE, NY 13208
Contact: Not reported
Contact address: LODI ST
SYRACUSE, NY 13208
Contact country: US
Contact telephone: Not reported
Contact email: Not reported
EPA Region: 02
Land type: Facility is not located on Indian land. Additional information is not known.
Classification: Non-Generator
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: QUANTA RESOURCES CORPORATION
Owner/operator address: 1 RIVER ROAD
EDGEWATER, NJ 07020
Owner/operator country: US
Owner/operator telephone: (201) 941-1776
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Owner/operator name: QUANTA RESOURCES CORPORATION
Owner/operator address: 1 RIVER ROAD
OPERCITY, NJ 99999
Owner/operator country: US
Owner/operator telephone: (201) 941-1776
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler accessibility indicator: Transferred to the program or state equivalent.

Handler Activities Summary:

U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
Site name: QUANTA RESOURCES SITE-USEPA REGION 2
Classification: Not a generator, verified

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)

1000321851

Date form received by agency: 01/01/2001
Site name: US EPA QUANTA RESOURCES SITE
Classification: Large Quantity Generator

Date form received by agency: 07/29/1999
Site name: QUANTA RESOURCES SITE-USEPA REGION 2
Classification: Large Quantity Generator

Date form received by agency: 06/16/1998
Site name: QUANTA RESOURCES
Classification: Large Quantity Generator

Date form received by agency: 02/18/1992
Site name: QUANTARESOUR
Classification: Large Quantity Generator

Date form received by agency: 03/01/1981
Site name: QUANTA RESOURCES SITE-USEPA REGION 2
Classification: Not a generator, verified

Waste code: D008
Waste name: LEAD

Date form received by agency: 10/24/1980
Site name: QUANTA RESOURCES SITE-USEPA REGION 2
Classification: Not a generator, verified

Waste code: D000
Waste name: Not Defined

Waste code: D008
Waste name: LEAD

Corrective Action Summary:

Event date: 02/28/1990
Event: RFA Determination Of Need For An RFI

Event date: 02/28/1990
Event: CA610

Event date: 05/30/1992
Event: Stabilization Construction Completed

Event date: 09/08/1993
Event: CA Prioritization, Facility or area was assigned a high corrective action priority.

Event date: 02/10/1995
Event: CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action at the facility or area referred to CERCLA.

Event date: 02/10/1995
Event: Stabilization Measures Evaluation, This facility is not amenable to stabilization activity at the present time, because it appears to be technically infeasible or inappropriate.

Event date: 05/09/1995

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MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Event: RFA Completed

Event date: 05/09/1995
Event: RFA Determination Of Need For An RFI, RFI is Necessary;

Event date: 02/16/2011
Event: Date For Public Notice On Proposed Remedy

Event date: 03/21/2011
Event: Current Human Exposures under Control, Yes, Current Human Exposures Under Control has been verified. Based on a review of information contained in the EI determination, current human exposures are expected to be under control at the facility under current and reasonably expected conditions. This determination will be re-evaluated when the Agency/State becomes aware of significant changes at the facility.

Event date: 03/29/2011
Event: Date For Remedy Selection (CM Imposed)

Event date: 03/27/2013
Event: Igration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified. Based on a review of information contained in the EI determination, it has been determined that migration of contaminated groundwater is under control at the facility. Specifically, this determination indicates that the migration of contaminated groundwater is under control, and that monitoring will be conducted to confirm that contaminated groundwater remains within the existing area of contaminated groundwater. This determination will be re-evaluated when the Agency becomes aware of significant changes at the facility.

Event date: 09/30/2014
Event: CA550RC

Event date: 03/13/2015
Event: CA000YE

Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 07/19/2000
Date achieved compliance: 10/16/2000
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 07/19/2000
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 06/30/1987
Date achieved compliance: 09/22/1987

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 09/22/1987
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 03/01/2000
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Generators - Records/Reporting
Date achieved compliance: 10/16/2000
Evaluation lead agency: State

Evaluation date: 06/30/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - General
Date achieved compliance: 09/22/1987
Evaluation lead agency: State

2020 COR ACTION:
EPA ID: NYD980592448
Region: 2
Action: Not reported

PRP name:
ADVANCE SCREW PRODUCTS CORP
ADVANCE SCREW PRODUCTS CORP.
ALBERT GATES INC
ALCAN ALUMINUM CORPORATION
ALLEGHENY LUDLUM STEEL CORP
ALLIEDSIGNAL, INC.
ALLIEDSIGNAL, INC.
ALLIS CHALMERS
ALUMAX MILL PRODUCTS, INC
AMERADA HESS CORPORATION
AMERICA LAFRANCE, STATLER TOWERS
AMERICAN PREMIER UNDERWRITERS/PENN CENTL
ANCHOR MOTOR FRIEGHT C/O LEASWAY BDR
ANHUESER-BUSCH, INC.
ANHUESER-BUSCH COMPANIES, INC.
ARMSTRONG WORLD INDUSTRIES, INC.
AUBURN TECHNOLOGY, INC.
BERKLEY PRODUCTS CO
BERWIND CORP
BETHLEHEM STEEL CORP.
BISSON MOVING & STORAGE COMPANY
BORDEN CHEMICAL CO.
BORG-WARNER CORPORATION
BORG-WARNER CORPORATION
BOSTON & MAINE R.R. CO.
BREWER TITCHEMER MERRILL
BUELL AUTOMATICS, INC.
CAMDEN CENTRAL SCHOOL DIST.
CAMDEN CENTRAL SCHOOL DISTRICT

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

CARRIER CORPORATION
CARRIER CORPORATION
CARRIER CORPORATION
CHARMIN PAPER/PROCTOR & GAMBLE
CHEMICAL LEAMAN
CHEVRON U.S.A. INC.
CHICAGO PNEUMATIC TOOL
CHICAGO PNEUMATIC TOOL
CHRYSLER CORPORATION
CHRYSLER CORPORATION
CITY OF HOLYOKE
CITY OF NEW BEDFORD
COLTEC INDUSTRIES INC
CONSOLIDATED RAIL CORP.
CONSOLIDATED SCRAP PROCESSING, INC.
COOPER INDUSTRIES, LLC
CORNELL UNIV OFFICE OF UNIV COUNSEL
CORNING INC.
CORNING INC.
COUNTY OF BERGEN, NJ
CROSSMAN ARMS C/O DAVID STOLTZ
CRUCIBLE MATERIAL CORP.
CRUCIBLE MATERIAL CORP.
DEPARTMENT OF THE ARMY
EASCO HAND TOOLS
EASTMAN KODAK COMPANY
ELLIS HOSPITAL
ENVIRONMENTAL PRODUCTS AND SERVICES
ENVIRONMENTAL PRODUCTS AND SERVICES
EXXON CORPORATION
EXXON CORPORATION

[Click this hyperlink](#) while viewing on your computer to access 115 additional PRP: record(s) in the EDR Site Report.

ICIS:
Enforcement Action ID: 02-2003-0033
FRS ID: 110000738989
Program ID: CERCLIS NYD980592448
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST SYRACUSE, NY 13208
Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0033
FRS ID: 110000738989
Program ID: FRS 110000738989
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0033
FRS ID: 110000738989
Program ID: RCFRANFD NYD980592448
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST SYRACUSE, NY 13208
Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0033
FRS ID: 110000738989
Program ID: RE-POWERING NYD980592448-49859
Action Name: ARMSTRONG WORLD INDUSTRIES (NC)
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST SYRACUSE, NY 13208
Enforcement Action Type: Bankruptcy
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0002
FRS ID: 110000738989
Program ID: CERCLIS NYD980592448
Action Name: ALCAN ALUMINUM CORPORATION
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST SYRACUSE, NY 13208
Enforcement Action Type: Civil Judicial Action
Facility County: ONONDAGA
EPA Region #: 2

Enforcement Action ID: 02-2003-0002
FRS ID: 110000738989
Program ID: FRS 110000738989
Action Name: ALCAN ALUMINUM CORPORATION
Full Address: 2802-2810 LODI ST SYRACUSE NY 13208
State: New York
Facility Name: QUANTA RESOURCES SITE USEPA REGION 2
Facility Address: 2802-2810 LODI ST SYRACUSE, NY 13208
Enforcement Action Type: Civil Judicial Action
Facility County: ONONDAGA
EPA Region #: 2

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

CERCLIS (Comprehensive Environmental Response, Compensation, and Liability Information System) is the Superfund database that is used to support management in all phases of the Superfund program. The system contains information on all aspects of hazardous waste sites, including an inventory of sites, planned and actual site activities, and financial information.

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and its Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

NY MANIFEST:
 Country: USA
 EPA ID: NYD980592448
 Facility Status: Not reported
 Location Address 1: 2803 LODI STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13201
 Location Zip 4: Not reported
 NY MANIFEST:
 EPAID: NYD980592448
 Mailing Name: USEPA REGION II
 Mailing Contact: DAN HARKAY
 Mailing Address 1: 2890 WOODBRIDGE AV
 Mailing Address 2: Not reported
 Mailing City: EDISON
 Mailing State: NJ
 Mailing Zip: 08857
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 9083216614
 NY MANIFEST:
 Document ID: Not reported

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 10/25/2013
 Trans1 Recv Date: 10/25/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/29/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001215984FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 50
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 2
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: B007
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 10/25/2013
 Trans1 Recv Date: 10/25/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/29/2013

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 001215984FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 125
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD982792814
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2010
 Trans1 Recv Date: 02/12/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 007060214JK
 Import Indicator: N

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 50.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: B002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2010
 Trans1 State ID: NYD982792814
 Trans2 State ID: Not reported
 Generator Ship Date: 02/12/2010
 Trans1 Recv Date: 02/12/2010
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/12/2010
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD049836679
 TSD ID 2: Not reported
 Manifest Tracking Number: 007060214JK
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 50.0
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 1.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: B007
 Waste Code 1_2: B002
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: NYG2286045
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: 14237PNY
 Trans2 State ID: Not reported
 Generator Ship Date: 12/17/1999
 Trans1 Recv Date: 12/17/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/20/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NYD980769947
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD06060609
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 00400
 Units: P - Pounds

1000321851

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00
 Document ID: NYG2286189
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: 0440405MG
 Trans2 State ID: Not reported
 Generator Ship Date: 12/22/1999
 Trans1 Recv Date: 12/22/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/23/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: CHD06060609
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NYG2286198
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: LA113
 Trans2 State ID: Not reported
 Generator Ship Date: 12/22/1999
 Trans1 Recv Date: 12/22/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/13/2000

1000321851

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD06060609
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NJA2924138
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/05/1999
 Trans1 Recv Date: 11/05/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/05/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD02385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported

1000321851

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued)
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05885
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00
 Document ID: NJA2924142
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/08/1999
 Trans1 Recv Date: 11/08/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/08/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05084
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.

1000321851

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Specific Gravity: 01.00

Document ID: NJA2924143
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/08/1999
 Trans1 Recv Date: 11/08/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/08/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 04927
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NJA2924144
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/09/1999
 Trans1 Recv Date: 11/09/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/10/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05129
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NJA2924146
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S03217
 Trans2 State ID: Not reported
 Generator Ship Date: 11/10/1999
 Trans1 Recv Date: 11/10/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/10/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD071629976
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 05000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NJA2924147
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: S2265
 Trans2 State ID: Not reported
 Generator Ship Date: 11/10/1999
 Trans1 Recv Date: 11/10/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/10/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02696
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: NJA2924148

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: H08193
 Trans2 State ID: Not reported
 Generator Ship Date: 11/10/1999
 Trans1 Recv Date: 11/10/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/11/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NJD098555033
 Trans2 EPA ID: Not reported
 TSDF ID 1: NJD002385730
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 01.00

Document ID: NJA7602834
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T76C7LNU
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/29/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD980592448
 Trans1 EPA ID: NYD003817047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00011
 Units: T - Tons
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: MIA7602827
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T280XVNJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/29/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD86592448
 Trans1 EPA ID: NJD003812047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00013
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: MIA7602828
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T75C7CNJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/21/1999
 Trans1 Recv Date: 12/21/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/05/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD86592448
 Trans1 EPA ID: NJD003812047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: MIA7602832
 Manifest Status: Not reported
 seq: 01
 Year: 1999

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Trans1 State ID: NYNY391
 Trans2 State ID: Not reported
 Generator Ship Date: 12/21/1999
 Trans1 Recv Date: 12/21/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/05/2000
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD86592448
 Trans1 EPA ID: NJD003812047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: MIA7602834
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: T75C7LNJ
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/29/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD86592448
 Trans1 EPA ID: NYD03817047
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00111
 Units: T - Tons
 Number of Containers: 001
 Container Type: CM - Metal boxes, cases, roll-offs
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Document ID: MIA7602835
 Manifest Status: Not reported
 seq: 01
 Year: 1999
 Trans1 State ID: 0440514ME
 Trans2 State ID: Not reported
 Generator Ship Date: 12/20/1999
 Trans1 Recv Date: 12/20/1999
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 12/30/1999
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD86592448
 Trans1 EPA ID: NJD054126164
 Trans2 EPA ID: Not reported
 TSDF ID 1: MID000724831
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

QUANTA RESOURCES SITE USEPA REGION 2 (Continued) 1000321851

Waste Code: Not reported
 Quantity: 00020
 Units: T - Tons
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 01.00

Click this hyperlink while viewing on your computer to access 15 additional NY_MANIFEST: record(s) in the EDR Site Report.

ECHO:
 EnvId: 1000321851
 Registry ID: 110000738989
 DFR URL: http://echo.epa.gov/detail_facility_report?fid=110000738989

61 South 1/8-1/4 0.217 mi. 1147 ft. Relative: Lower 371 ft. CANADA SHOTMEYER TERMINAL OIL CITY SYRACUSE, NY NY LTANKS S100128846 N/A

LTANKS:
 Site ID: 321974
 Spill Number/Closed Date: #403344 / 1986-01-01
 Spill Date: 1985-02-27
 Spill Cause: Tank Failure
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1985-01-01
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: TSSUZZO
 Referred To: Not reported
 Reported to Dept: 1985-02-27
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1987-08-20
 Spill Record Last Update: 2004-02-20
 Spiller Name: Not reported
 Spiller Company: CANADA SHOTMEYER
 Spiller Address: SOLAR ST
 Spiller City,St,Zip: SYR, ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 259380
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was TS 2004/02/19 - Spill_Time was previously blank and replaced with

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

CANADA SHOTMEYER TERMINAL (Continued) S100128846

Remarks: RCVD. Time to fix a data translation problem... Bob Corcoran / / : UNKNOWN AMT LEAKED TANK EMPTIED.SUBSURFACE INVESTIGATION PERFORMED. * "POSSIBLE LEAK IN ABOVE GROUND TANK.TANK EMPTIED"

Material:
 Site ID: 321974
 Operable Unit ID: 894731
 Operable Unit: 01
 Material ID: 482376
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

K62 ENR 2802-2810 LODI STREET SYRACUSE, NY 0.220 mi. 1159 ft. Relative: Higher 402 ft. NY RGA HWS S114964912 N/A

Site 2 of 3 in cluster K
 RGA HWS:
 2012 QUANTA RESOURCES 2802-2810 LODI STREET
 2011 QUANTA RESOURCES 2802-2810 LODI STREET
 2010 QUANTA RESOURCES 2802-2810 LODI STREET
 2009 QUANTA RESOURCES 2802-2810 LODI STREET
 2008 QUANTA RESOURCES 2802-2810 LODI STREET
 2007 QUANTA RESOURCES 2802-2810 LODI STREET
 2006 QUANTA RESOURCES 2802-2810 LODI STREET
 2005 QUANTA RESOURCES 2802-2810 LODI STREET
 2003 QUANTA RESOURCES 2802-2810 LODI STREET
 2000 QUANTA RESOURCES 2802-2810 LODI STREET
 1997 QUANTA RESOURCES 2802-2810 LODI STREET

K63 ENR 2802-2810 LODI STREET SYRACUSE, NY 13208 0.220 mi. 1159 ft. Relative: Higher 402 ft. NY ENG CONTROLS S118372425 N/A

Site 3 of 3 in cluster K
 ENG CONTROLS:
 Site Code: 58626
 HW Code: 734013
 Control Code: 15
 Control Type: ENG
 Date Record Added: 05/31/2013
 Date Rec Updated: 05/05/2015
 Updated By: SRHEIGEL

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

QUANTA RESOURCES (Continued) S118372425

Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County.Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation approximately 18 feet below the general site grade.Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used.Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Setz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Mel Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material.Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet.The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem: Nature and Extent of Contamination:Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs.The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

QUANTA RESOURCES (Continued) S118372425

concern.Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds (SVOCs), metals and PCBs.The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil, MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater.Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem: People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface.Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for a light future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

Site Code: 58626
 HW Code: 734013
 Control Code: 12
 Control Type: ENG
 Date Record Added: 05/31/2013
 Date Rec Updated: 05/05/2015
 Updated By: SRHEIGEL

Location: The 0.413 site is located on the northeastern edge of the former Oswego Canal at 2802-2810 Lodi Street in Syracuse, Onondaga County.Site Features: The Oswego Canal, closed in the early 1900s, was located where Lodi Street and Oswego Boulevard are currently situated and is now filled with eight to ten feet of non-native material. To the southwest lies Interstate 81 at an elevation

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

QUANTA RESOURCES (Continued)

S118372425

approximately 18 feet below the general site grade Current Zoning/Use: The site is zoned for industrial use by the City of Syracuse. The site is surrounded by other industrial and commercial properties which are also zoned industrial and/or commercial. The site is presently not used Historic Use: The site was formerly a waste oil recycling facility that operated from 1920 to 1981. Originally the property consisted of three cinder block buildings, surface and underground oil storage tanks, drum and container storage areas, and underground sumps. The facility was operated by many different companies over the years, including Seltz Oil Products, Anchor Oil (Northeast Oil Services), Ag-Met Oil Service, Newton Refining, Hudson Oil, The Portland Holding Corporation and Quanta Resources. Quanta Resources went bankrupt in 1981 and abandoned the site, leaving behind a large volume of product and waste material. Site Geology and Hydrogeology: The site stratigraphy consists of a surficial layer of non-native fill material consisting of sand and gravel with bricks, concrete chunks, glass and wood debris. This unit is typically three to four feet thick, generally pervious and will readily allow rainwater infiltration. Underlying the fill unit is a dense gray-green silt unit that is widely perforated by plant roots. The permeability of the silt is lower than the overlying soils. This unit varies in thickness from zero to 11 feet. The underlying bedrock is Vernon shale, which varies in color from green to gray to red. Drilling logs for the site monitoring wells show the top of the surface of the Vernon shale to be heavily weathered, indicating the rock is fragmented and capable of transmitting water in this weathered zone. The water table has been observed at depths between 22 to 30 feet below ground surface. Based on the drilling logs, the water table surface is below the surface of the weathered Vernon shale. Groundwater flow is generally to the south with a westward component of flow in the northern portion of the site.

Env Problem:

Nature and Extent of Contamination: Wastes and source areas were identified at the site, including free-phase oil in subsurface soils above the silt layer. In addition, a light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million is present on the water table within the shale. The migration of the LNAPL is limited to the east and west, as evidenced by the lack of LNAPL in off-site monitoring wells. An underground storage tank (UST) filled with an oil-water mixture was also discovered during the RI. Groundwater samples were collected from bedrock monitoring wells to assess groundwater conditions on- and off-site. The results indicate that contamination in groundwater at the site exceeds the SCGs for volatile organic compounds (VOCs), inorganic compounds (i.e., metals) and PCBs. The primary groundwater contaminants are MEK, benzene, toluene and xylene (BTX), and PCBs associated with operation of the former waste oil recycling facility. The inorganic compounds found in groundwater were limited to a single detection (lead, cyanide), or were also found in upgradient monitoring wells (manganese) and are considered to be representative of site background conditions. Therefore, they are not considered site-specific contaminants of concern. Surface and subsurface soil samples were collected at the site. Surface soil samples were collected from a depth of zero to two inches to assess direct human exposure. Subsurface soil samples were collected from a depth of two to 36 feet to assess soil contamination impacts to groundwater. The results indicate that soils at the site exceed the unrestricted SCG for VOCs, semi-volatile organic compounds

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

QUANTA RESOURCES (Continued)

S118372425

(SVOCs), metals and PCBs. The primary soil contaminants are VOCs, SVOCs and PCBs associated with operation of the former waste oil recycling facility. Metals contamination in soil is most likely naturally occurring, with some probable contribution from historical urban fill activity. Therefore, metals are not considered site-specific contaminants of concern. Soil vapor samples were collected from the subsurface across the property to assess the potential for soil vapor intrusion. Trichloroethene (TCE) was found in a single soil vapor sample, which was located near the north property boundary within ten feet of a suspected area of historical solvent usage in the adjacent automotive repair facility. The presence of TCE across the site in soil and groundwater samples was rare. Post-Remediation Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs, SVOCs and PCBs in soil; MEK, benzene, toluene and xylene (BTX), and PCBs in groundwater. Remedial actions have successfully achieved soil cleanup objectives for industrial use. Residual contamination including light non-aqueous phase liquid (LNAPL) with PCB concentrations in excess of 50 parts per million in the groundwater, is being managed under a Site Management Plan.

Health Problem:

People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Since the site is fenced and covered with gravel, people will not come into contact with site-related soil and groundwater contamination unless they dig below the ground surface. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because the site is vacant, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a concern for the site in its current condition. However, the potential exists for the inhalation of site contaminants due to soil vapor intrusion for any future on-site redevelopment and occupancy. In addition, sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

L64 SYRACUSE SUN TERMINAL NY LTANKS S101103063
ESE 540 SOLAR STREET NY MOSF N/A
SYRACUSE, NY 13204 NY CBS
0.228 mi. NY Spills
1203 ft. Site 1 of 4 in cluster L NY SPDES
Relative: LTANKS:
Higher: Site ID: 69041
Spill Number/Closed Date: 9207574 / 1993-01-14
Actual: Spill Date: 1992-09-30
378 ft. Spill Cause: Tank Test Failure
Spill Source: Major Facility (MOSF) > 400,000 gal
Spill Class: Possible release with minimal potential for fire or hazard or Known releaser with no damage. No DEC Response. No corrective action required.
Cleanup Ceased: 1993-01-14
Cleanup Meets Standard: True
SWIS: 3415
Investigator: MENASH
Referred To: Not reported

TC04679424.2r Page 436

Map ID
Direction
Distance
Elevation

MAP FINDINGS

SYRACUSE SUN TERMINAL (Continued)

S101103063

Reported to Dept: 1992-09-30
CID: Not reported
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
UST Involvement: False
Remediation Phase: 0
Date Entered in Computer: 1992-10-01
Spill Record Last Update: 1993-03-19
Spiller Name: Not reported
Spiller Company: SUN REFINING
Spiller Address: Not reported
Spiller City, St, Zip: ZZ
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 7
DER Facility ID: 65683
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN "
Remarks: "10 K HEEL TANK FAIL VACUTEST."

Material:

Site ID: 69041
Operable Unit ID: 971226
Operable Unit: 01
Material ID: 557099
Material Code: 1037A
Material Name: gasoline additive
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: Not reported
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Site ID: 69044
Spill Number/Closed Date: 9401993 / 1995-01-05
Spill Date: 1994-05-11
Spill Cause: Tank Overfill
Spill Source: Major Facility (MOSF) > 400,000 gal
Spill Class: Known release that creates potential for fire or hazard. (Highly improbable)
Cleanup Ceased: 1995-01-05
Cleanup Meets Standard: True
SWIS: 3415
Investigator: RJBRAZEL
Referred To: Not reported
Reported to Dept: 1994-05-11
CID: Not reported

TC04679424.2r Page 437

Map ID
Direction
Distance
Elevation

MAP FINDINGS

SYRACUSE SUN TERMINAL (Continued)

S101103063

Water Affected: Not reported
Spill Notifier: Affected Persons
Last Inspection: Not reported
Recommended Penalty: False
UST Involvement: False
Remediation Phase: 0
Date Entered in Computer: 1994-05-11
Spill Record Last Update: 1995-01-08
Spiller Name: Not reported
Spiller Company: MOHAWK VALLEY OIL
Spiller Address: P O BOX 610
Spiller City, St, Zip: SYRACUSE, NY 13208
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 7
DER Facility ID: 65683
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was RE 09/28/95. This is additional information about material spilled from the translation of the old spill file: DIESEL LSD."
Remarks: "SPILL ON PAVEMENT AND SOME INTO DRAIN. SPILLER DOING CLEANUP."

Material:

Site ID: 69044
Operable Unit ID: 995678
Operable Unit: 01
Material ID: 385733
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 20.00
Units: Gallons
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

MOSF:
Facility ID: 7-1400
Program Type: MOSF
Tank Status: Inactive
Expiration Date: Not reported
Dec Region: 7
UTMX: 404903.63276
UTMY: 4768738.28371

CBS:

CBS Number: 7-000192
Program Type: CBS
Facility Status: Unregulated/Closed
Expiration Date: Not reported

TC04679424.2r Page 438

MAP FINDINGS

SYRACUSE SUN TERMINAL (Continued)

S101103063

Dec Region: 7
 UTMX: 404903.63276
 UTM Y: 4768738.28371

CBS Number: 7-000262
 Program Type: CBS
 Facility Status: Unregulated/Closed
 Expiration Date: Not reported
 Dec Region: 7
 UTMX: 404903.63276
 UTM Y: 4768738.28371

SPILLS
 Facility ID: 9516769
 Facility Type: ER
 DER Facility ID: 65683
 Site ID: 119323
 DEC Region: 7
 Spill Date: 1996-03-28
 Spill Number/Closed Date: 9516769 / 1996-03-31
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1996-03-28
 CID: 270
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Affected Persons
 Cleanup Ceased: 1996-03-29
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1996-03-28
 Spill Record Last Update: 1997-11-25
 Spiller Name: CALLER
 Spiller Company: SUN TERMINAL
 Spiller Address: 540 SOLAR ST
 Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Company: CALLER
 Contact Name: (315) 424-1742
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *LEAK FROM PIPE ON PUMP*

Material:
 Site ID: 119323
 Operable Unit ID: 1027688
 Operable Unit: 01
 Material ID: 363282
 Material Code: 0009

MAP FINDINGS

SYRACUSE SUN TERMINAL (Continued)

S101103063

Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9508230
 Facility Type: ER
 DER Facility ID: 65683
 Site ID: 119322
 DEC Region: 7
 Spill Date: 1995-10-05
 Spill Number/Closed Date: 9508230 / 1997-12-12
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: RJBRAZEL
 Referred To: Not reported
 Reported to Dept: 1995-10-05
 CID: 349
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Affected Persons
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1995-10-17
 Spill Record Last Update: 1997-12-16
 Spiller Name: DEAN GRIFFITHS OIL
 Spiller Company: Not reported
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: MR. MORAN
 Contact Phone: (315) 424-1742
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB *
 Remarks: *Trailers overflow protection failed.*

Material:
 Site ID: 119322
 Operable Unit ID: 1022798
 Operable Unit: 01
 Material ID: 362703
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported

MAP FINDINGS

SYRACUSE SUN TERMINAL (Continued)

S101103063

Material FA: Petroleum
 Quantity: 50.00
 Units: Gallons
 Recovered: 50.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9305508
 Facility Type: ER
 DER Facility ID: 65683
 Site ID: 320899
 DEC Region: 7
 Spill Date: 1993-08-03
 Spill Number/Closed Date: 9305508 / 1993-08-04
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1993-08-03
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Tank Truck
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1993-08-03
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: SUN OIL CO.
 Spiller Address: 540 SOLAR ST
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 08/04/93. SPILL REMOVED WITH SORBENTS PADS AVAILABLE AT TERMINAL IMMEDIATELY. *
 Remarks: *HOSE CONNECTION TO TANK TRUCK FAILED. SPILL TO CONCRETE PAD AT LOADING TERMINAL.*

Material:
 Site ID: 320899
 Operable Unit ID: 987012
 Operable Unit: 01
 Material ID: 395423
 Material Code: 0009
 Material Name: gasoline

MAP FINDINGS

SYRACUSE SUN TERMINAL (Continued)

S101103063

Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: 5.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9301812
 Facility Type: ER
 DER Facility ID: 65683
 Site ID: 69043
 DEC Region: 7
 Spill Date: 1993-05-08
 Spill Number/Closed Date: 9301812 / 1993-05-10
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1993-05-08
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Affected Persons
 Cleanup Ceased: 1993-05-10
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: TERPENING TRUCKING CO.
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 05/10/93. SPOKE W/ KIRK STYLES OF TERPENING INFORMED DEC WHAT HAPPENED. WRONG PHONE NUMBER WAS GIVEN TO THIS INSPECTOR TO CALL MR. MORAN. *
 Remarks: *MANIFOLD ON TRUCK AND RACK HOSE IMPROPERLY CONNECTED SPILLED 5 OR SO GALLONS GAS. PADED UP AREA PUT REST OF MATERIAL BACK INTO TRUCK.*

Material:
 Site ID: 69043
 Operable Unit ID: 980267
 Operable Unit: 01
 Material ID: 398975
 Material Code: 0009

SYRACUSE SUN TERMINAL (Continued)

S101103063

Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9301570
 Facility Type: ER
 DER Facility ID: 65683
 Site ID: 69042
 DEC Region: 7
 Spill Date: 1993-05-03
 Spill Number/Closed Date: 9301570 / 1993-05-03
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response: Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1993-05-03
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1993-05-03
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1993-06-09
 Spill Record Last Update: 1993-07-07
 Spiller Name: Not reported
 Spiller Company: TERPENING TRUCKING
 Spiller Address: 115 FARRELL ROADS
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW
 Remarks: *DRIVER LOADING TRUCK WITH FUEL AND SENSOR DID NOT SHUT OFF SYSTEM WHEN TANK WAS FULL"

Material:
 Site ID: 69042
 Operable Unit ID: 983458
 Operable Unit: 01
 Material ID: 988743
 Material Code: 0009

SYRACUSE SUN TERMINAL (Continued)

S101103063

Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 25.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

[Click this hyperlink](#) while viewing on your computer to access additional NY_SPILL detail in the EDR Site Report.

SPDES:

Permit Number: NY0108847
 State-Region: 07 05/01/2000
 Expiration Date: 05/01/2000
 Current Major Minor Status: Minor
 Primary Facility SIC Code: 5171
 State Water Body Name: ONONDAGA CK
 Limit Set Status Flag: Active
 Total Actual Average Flow(MGD): Not reported
 Total App Design Flow(MGD): Not reported
 UDF1: Not reported
 UDF2: +43.06353 / -76.171389
 LastLong: MATT KESLING
 DMR Cognizant Official: 000702
 UDF3: C
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: SUN COMPANY, INC
 Non-Gov Permit Street Address: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Permit Supplemental Location: 1801 MARKET ST, TENN PENN CTR PHILADELPHIA
 Non-Gov Permit City: PA
 Non-Gov Permit State Code: PA
 Non-Gov Permit Zip Code: 19103
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: SUN COMPANY, INC
 Non-Gov Facility Street Address: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Facility Supplemental Location: 540 SOLAR STREET
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13204
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: SUN COMPANY, INC
 Non-Gov Permit Street Address: SYRACUSE ATLANTIC TERMINAL

SYRACUSE SUN TERMINAL (Continued)

S101103063

Non-Gov Permit Supplemental Location: 1801 MARKET ST, TENN PENN CTR
 Non-Gov Permit City: PHILADELPHIA
 Non-Gov Permit State Code: PA
 Non-Gov Permit Zip Code: 19103
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: SUN COMPANY, INC
 Non-Gov Facility Street Address: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Facility Supplemental Location: 1801 MARKET ST
 Non-Gov Facility City: PHILADELPHIA
 Non-Gov Facility State Code: PA
 Non-Gov Facility Zip Code: 19103
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Permit Street Address: 540 SOLAR STREET
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: SUN COMPANY, INC
 Non-Gov Facility Street Address: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Facility Supplemental Location: 540 SOLAR STREET
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 13204
 State Water Body: 04140201380
 UDF2: 000702
 UDF3: C
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Permit Street Address: 540 SOLAR STREET
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: SUN COMPANY, INC
 Non-Gov Facility Street Address: SYRACUSE ATLANTIC TERMINAL
 Non-Gov Facility Supplemental Location: 1801 MARKET ST
 Non-Gov Facility City: PHILADELPHIA
 Non-Gov Facility State Code: PA
 Non-Gov Facility Zip Code: 19103
 State Water Body: 04140201380

L65 SYRACUSE SUN TERMINAL

NY CBS UST S100494087

ESE 540 SOLAR STREET
 1/8-1/4 SYRACUSE, NY 13204
 0.228 mi.
 1203 ft. Site 2 of 4 in cluster L
 Relative: CBS UST:
 Higher: Detail As of 1/1/2012:
 Actual: Id/Status: 7-000192 / NO LONGER A MAJOR FACILITY
 378 ft. Facility Type: RETAIL GASOLINE SALES
 Facility Tel: (315) 424-1742
 Total Tanks: 0
 Region: STATE
 ICS No: 7-002966
 PBS No: Not reported
 MDSF No: Not reported
 SPDES No: Not reported
 Town: SYRACUSE (C)
 Operator: JOSEPH A. DORN
 Emergency Contact: JOSEPH A. DORN
 Emergency Contact Phone: (607) 753-1636
 Certification Date: 04/24/1992
 Expiration Date: 06/29/1994
 Owner Name: ATLANTIC REFINING AND MARKETING COMPANY
 Owner Address: 1801 MARKET STREET
 Owner City,St,Zip: PHILADELPHIA, PA 19103
 Owner Phone: (215) 977-6334
 Owner Type: 5
 Owner Subtype: Not reported
 Mail To Name: ATLANTIC REFINING & MARKETING CO.
 Mail To Contact: UST COORDINATOR
 Mail To Address: 1801 MARKET STREET
 Mail To Address 2: Not reported
 Mail To City,St,Zip: PHILADELPHIA, PA 19103
 Mail To Telephone: (215) 977-6337

Tank Number: 00001
 Date Entered: 06/29/1990
 Capacity: 10000
 Chemical: Xylene (mixed)
 Tank Closed: 06/70
 Tank Status: Temporarily Out Of Service
 Tank Type: Steel/carbon steel
 Install Date: 12/70
 CAS No: 1330207
 Substance: More than one Hazardous Substance on DEC List
 Tank Location: Outdoors, Belowground
 Tank Internal: None
 Tank External: NONE
 Pipe Location: Underground
 Pipe Internal: None
 Pipe External: None
 Leak Detection: None
 Secondary Containment: None
 Overflow Protection: None
 Haz Percent: 100
 Pipe Containment: None
 Pipe Type: STAINLESS STEEL ALLOY
 Tank Error Status: No Missing Data

SYRACUSE SUN TERMINAL (Continued)

S100494087

Tank Secret: False
 Date Entered: 7/43/18
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Cert Flag: False
 Is it There: False
 Is Updated: False
 Owners Mark: First Owner
 Lat/Long: Not reported
 Renew Date: 03/04/92
 Delinquent: False
 Total Capacity: 0
 Date Expired: 06/29/94
 Case No: Not reported
 Federal Amt: True
 Pipe Flag: False
 Reserve Flag: True

CBS AST:

CBS Number: 7-000262
 ICS Number: Not reported
 PBS Number: Not reported
 MOSF Number: 7-1400
 SPDES Number: 0-108847
 Facility Status: IN SERVICE
 Facility Type: B
 Telephone: (315) 424-1742
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 09/01/2000
 Total Capacity of All Active Tanks(gal): 0
 Operator: BRIAN HOGAN
 Emergency Contact: BRIAN HOGAN
 Emergency Phone: (315) 424-1742
 Owner Name: SUN REFINING AND MARKETING
 Owner Address: 1801 MARKET STREET
 Owner City,St,Zip: PHILADELPHIA, PA 19103
 Owner Telephone: (215) 246-8690
 Owner Type: Corporate/Commercial
 Owner Sub Type: Not reported
 Mail Name: SUN COMPANY, INC
 Mail Contact Addr: 15/10 PENN CENTER
 Mail Contact Addr2: 1801 MARKET STREET
 Mail Contact Contact: ROSEANN ALOI
 Mail Contact City,St,Zip: PHILADELPHIA, PA 19103-1699
 Mail Phone: (215) 246-8690

Tank Id: 22450
 CAS Number: 133007
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 10/92
 Tank Closed: 00/00
 Capacity (Gall): 8500
 Chemical: Xylene (mixed)
 Tank Location: Indoors, Aboveground

SYRACUSE SUN TERMINAL (Continued)

S100494087

Tank Type: Other
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: No Missing Data
 Date Entered: 08/31/1994
 Certified Date: 08/13/1998
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: None
 Pipe Flag: None
 Leak Detection: None
 Overflow Protection: 90
 Haz Percent: 13
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: 43/03/10 / 76/10/03
 Is Updated: False
 Renew Date: Not reported
 Is It There: False
 Delinquent: False
 Date Expired: Not reported
 Owner Mark: 1
 Certificate Needs to be Printed: 43/03/10 / 76/10/03
 Fiscal Amt for Registration Fee Correct: 43/03/10 / 76/10/03
 Renewal Has Been Printed for Facility: 43/03/10 / 76/10/03
 Pre-Printed Renewal App Last Printed: 43/03/10 / 76/10/03

L56 AR & M CORP-SYRACUSE TERMINAL RCRA NonGen / NLR 1000137248
 ESE 540 SOLAR ST NY MANIFEST NYD000691790
 1/8-1/4 SYRACUSE, NY 13204
 0.228 mi.
 1203 ft.

Site 3 of 4 in cluster L

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: AR & M CORP-SYRACUSE TERMINAL
 Facility address: 540 SOLAR ST
 SYRACUSE, NY 13204
 NYD000691790
 EPA ID: PASSYUNK AVE
 Mailing address: PHILADELPHIA, NY 19145
 JAMES PITTS
 PASSYUNK AVE
 PHILADELPHIA, NY 19145
 Contact: US
 Contact address: (215) 339-2120
 Contact telephone: Not reported
 Contact email: 02
 EPA Region: Facility is not located on Indian land. Additional information is not known.
 Land type: Non-Generator
 Classification: Handler: Non-Generators do not presently generate hazardous waste
 Description:

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Owner/Operator Summary:
 Owner/operator name: ATLANTIC REFINING & MARKETING CORP
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: ATLANTIC REFINING & MARKETING CORP
 Owner/operator address: NOT REQUIRED
 NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: AR & M CORP-SYRACUSE TERMINAL
 Classification: Not a generator, verified
 Date form received by agency: 02/25/1998
 Site name: SUNOCO/SYRACUSE TERMINAL
 Classification: Large Quantity Generator
 Date form received by agency: 02/18/1994
 Site name: ATLANTIC TERMINAL #0343-9049
 Classification: Large Quantity Generator
 Date form received by agency: 04/07/1992
 Site name: ATLANTIC REF & MKTG CORP
 Classification: Large Quantity Generator
 Date form received by agency: 08/18/1980

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Site name: AR & M CORP-SYRACUSE TERMINAL
 Classification: Large Quantity Generator
 Waste code: D000
 Waste name: Not Defined
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Waste code: D002
 Waste name: CORROSIVE WASTE
 Waste code: D003
 Waste name: REACTIVE WASTE
 Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 06/03/1987
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

NY MANIFEST:

Country: USA
 EPA ID: NYD000691790
 Facility Status: Not reported
 Location Address 1: 540 SOLAR ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: 1332

NY MANIFEST:

EPAD: NYD000691790
 Mailing Name: ATLANTIC REFINING & MARKETING
 Mailing Contact: D A JUSTIN
 Mailing Address 1: 540 SOLAR ST
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: 1332
 Mailing Country: USA
 Mailing Phone: 2159776640

NY MANIFEST:

Document ID: PAG1866450
 Manifest Status: Not reported
 seq: 01
 Year: 2000
 Trans1 State ID: PAAH0317
 Trans2 State ID: Not reported

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Generator Ship Date: 10/20/2000
Trans1 Recv Date: 10/20/2000
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/24/2000
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000691790
Trans1 EPA ID: PAD982661381
Trans2 EPA ID: Not reported
TSDF ID 1: PAD085690592
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00275
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 005
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D018 - BENZENE 0.5 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00316
Units: P - Pounds
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D018 - BENZENE 0.5 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00176
Units: P - Pounds
Number of Containers: 001
Container Type: DF - Fiberboard or plastic drums (glass)
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

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Map ID
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MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Waste Code: D018 - BENZENE 0.5 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01245
Units: P - Pounds
Number of Containers: 005
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: PAE8582055
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: PAAH0317
Trans2 State ID: Not reported
Generator Ship Date: 01/27/1998
Trans1 Recv Date: 01/27/1998
Trans2 Recv Date: Not reported
TSD Site Recv Date: 01/28/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000691790
Trans1 EPA ID: PAD982661381
Trans2 EPA ID: Not reported
TSDF ID 1: PAD085690592
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: U154 - METHANOL
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00277
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Document ID: PAE8571942
Manifest Status: C
seq: Not reported

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Map ID
Direction
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MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Year: 1997
Trans1 State ID: PAAH0317
Trans2 State ID: Not reported
Generator Ship Date: 10/31/1997
Trans1 Recv Date: 10/31/1997
Trans2 Recv Date: //
TSD Site Recv Date: 11/04/1997
Part A Recv Date: //
Part B Recv Date: 11/25/1997
Generator EPA ID: NYD000691790
Trans1 EPA ID: PAD982661381
Trans2 EPA ID: Not reported
TSDF ID 1: PAD085690592
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: U154 - METHANOL
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00385
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 007
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Waste Code: D018 - BENZENE 0.5 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00600
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: PAE6500034
Manifest Status: C
seq: Not reported
Year: 1997
Trans1 State ID: PAAH0317
Trans2 State ID: Not reported
Generator Ship Date: 04/10/1997

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Map ID
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MAP FINDINGS

Database(s)
EPA ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Trans1 Recv Date: 04/10/1997
Trans2 Recv Date: //
TSD Site Recv Date: 04/12/1997
Part A Recv Date: 04/21/1997
Part B Recv Date: 04/25/1997
Generator EPA ID: NYD000691790
Trans1 EPA ID: PAD982661381
Trans2 EPA ID: Not reported
TSDF ID 1: PAD085690592
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D018 - BENZENE 0.5 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00350
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: PAE6113763
Manifest Status: K
seq: Not reported
Year: 1996
Trans1 State ID: PAAH0317
Trans2 State ID: Not reported
Generator Ship Date: 08/20/1996
Trans1 Recv Date: 08/20/1996
Trans2 Recv Date: //
TSD Site Recv Date: 08/30/1996
Part A Recv Date: 08/30/1996
Part B Recv Date: 09/23/1996
Generator EPA ID: NYD000691790
Trans1 EPA ID: PAD982661381
Trans2 EPA ID: Not reported
TSDF ID 1: PAD085690592
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported

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MAP FINDINGS

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: L Landfil.
 Specific Gravity: 100
 Document ID: PAE6119746
 Manifest Status: K
 seq: Not reported
 Year: 1996
 Trans1 State ID: PA440317
 Trans2 State ID: Not reported
 Generator Ship Date: 09/19/1996
 Trans1 Recv Date: 09/19/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/26/1996
 Part A Recv Date: 10/04/1996
 Part B Recv Date: 10/21/1996
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: PAD982661381
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD08599592
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00100
 Units: P - Pounds

MAP FINDINGS

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: U154 - METHANOL
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00880
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 016
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: PAE6001332
 Manifest Status: K
 seq: Not reported
 Year: 1996
 Trans1 State ID: PA440317
 Trans2 State ID: Not reported
 Generator Ship Date: 04/18/1996
 Trans1 Recv Date: 04/18/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/20/1996
 Part A Recv Date: 04/25/1996
 Part B Recv Date: 07/23/1996
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: PAD982661381
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD08599592
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00382
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

MAP FINDINGS

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00383
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYB4681197
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: OHT942AK
 Trans2 State ID: Not reported
 Generator Ship Date: 01/25/1995
 Trans1 Recv Date: 01/25/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/31/1995
 Part A Recv Date: 02/08/1995
 Part B Recv Date: 02/13/1995
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: OHD080614374
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD048415665
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00140
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 003
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: NYB5228424
 Manifest Status: K
 seq: Not reported

MAP FINDINGS

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Year: 1994
 Trans1 State ID: NYJD057
 Trans2 State ID: Not reported
 Generator Ship Date: 07/25/1994
 Trans1 Recv Date: 07/25/1994
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/26/1994
 Part A Recv Date: / /
 Part B Recv Date: 09/26/1994
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NJD000692061
 Trans2 EPA ID: Not reported
 TSDF ID 1: OHD080614374
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00300
 Units: P - Pounds
 Number of Containers: 010
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Document ID: PAC5629282
 Manifest Status: C
 seq: Not reported
 Year: 1993
 Trans1 State ID: PA440331
 Trans2 State ID: Not reported
 Generator Ship Date: 07/01/1993
 Trans1 Recv Date: 07/01/1993
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/02/1993
 Part A Recv Date: 07/20/1993
 Part B Recv Date: 07/21/1993
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NYD982792814
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD087098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported

Map ID
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MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00100
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYB1640250
Manifest Status: C
seq: Not reported
Year: 1993
Trans1 State ID: NYJA4821
Trans2 State ID: Not reported
Generator Ship Date: 04/27/1993
Trans1 Recv Date: 04/27/1993
Trans2 Recv Date: / /
TSD Site Recv Date: 04/27/1993
Part A Recv Date: 05/07/1993
Part B Recv Date: 05/07/1993
Generator EPA ID: NYD000691790
Trans1 EPA ID: NYD986941607
Trans2 EPA ID: Not reported
TSDF ID 1: NYD095577342
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

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MAP FINDINGS

Site Database(s) EDR ID Number
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AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Waste Code: Not reported
Waste Code: Not reported
Quantity: 00100
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: NYB4408074
Manifest Status: K
seq: Not reported
Year: 1993
Trans1 State ID: 86036DNY
Trans2 State ID: Not reported
Generator Ship Date: 05/19/1993
Trans1 Recv Date: 05/19/1993
Trans2 Recv Date: / /
TSD Site Recv Date: 05/19/1993
Part A Recv Date: 05/27/1993
Part B Recv Date: 06/29/1993
Generator EPA ID: NYD000691790
Trans1 EPA ID: NYD982792814
Trans2 EPA ID: Not reported
TSDF ID 1: QH0004179612
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00839
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100
Document ID: NYB1723122
Manifest Status: C
seq: Not reported
Year: 1992
Trans1 State ID: JA4821
Trans2 State ID: Not reported

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Map ID
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MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Generator Ship Date: 05/26/1992
Trans1 Recv Date: 05/26/1992
Trans2 Recv Date: / /
TSD Site Recv Date: 05/26/1992
Part A Recv Date: / /
Part B Recv Date: 06/17/1992
Generator EPA ID: NYD000691790
Trans1 EPA ID: NYD986941607
Trans2 EPA ID: Not reported
TSDF ID 1: NYD095577342
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00100
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 002
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100
Document ID: PAC4769833
Manifest Status: C
seq: Not reported
Year: 1992
Trans1 State ID: PAAH0042
Trans2 State ID: Not reported
Generator Ship Date: 01/24/1992
Trans1 Recv Date: 01/24/1992
Trans2 Recv Date: / /
TSD Site Recv Date: 01/27/1992
Part A Recv Date: 02/05/1992
Part B Recv Date: 02/12/1992
Generator EPA ID: NYD000691790
Trans1 EPA ID: PAD008781072
Trans2 EPA ID: Not reported
TSDF ID 1: PAD067098822
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported

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Map ID
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MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: F002 - HALO SOLV - STILL BOTTOMS FM REC OF SOLV
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00055
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 100
Document ID: NYB2806884
Manifest Status: C
seq: Not reported
Year: 1991
Trans1 State ID: NYHUS857
Trans2 State ID: Not reported
Generator Ship Date: 09/19/1991
Trans1 Recv Date: 09/19/1991
Trans2 Recv Date: / /
TSD Site Recv Date: 09/20/1991
Part A Recv Date: 10/07/1991
Part B Recv Date: 09/27/1991
Generator EPA ID: NYD000691790
Trans1 EPA ID: NYD986941607
Trans2 EPA ID: Not reported
TSDF ID 1: NYD095577342
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 02032

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Map ID
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MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1704582
 Manifest Status: K
 seq: Not reported
 Year: 1991
 Trans1 State ID: EN4464
 Trans2 State ID: Not reported
 Generator Ship Date: 01/30/1991
 Trans1 Recv Date: 01/30/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/30/1991
 Part A Recv Date: 02/22/1991
 Part B Recv Date: 02/28/1991
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NYD095577342
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Quantity: 00440
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 008
 Container Type: DM - Metal drums, barrels
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYB2806605
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYHU5857
 Trans2 State ID: Not reported
 Generator Ship Date: 09/18/1991
 Trans1 Recv Date: 09/18/1991
 Trans2 Recv Date: / /

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

TSD Site Recv Date: 09/18/1991
 Part A Recv Date: 10/07/1991
 Part B Recv Date: 10/04/1991
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NYD986941607
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 01624
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1705113
 Manifest Status: C
 seq: Not reported
 Year: 1991
 Trans1 State ID: NYHU1786
 Trans2 State ID: Not reported
 Generator Ship Date: 05/22/1991
 Trans1 Recv Date: 05/22/1991
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/22/1991
 Part A Recv Date: 06/03/1991
 Part B Recv Date: 05/29/1991
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NYD986941607
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02200
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 004
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

Document ID: NYB1703754
 Manifest Status: C
 seq: Not reported
 Year: 1990
 Trans1 State ID: NY49438A
 Trans2 State ID: Not reported
 Generator Ship Date: 12/17/1990
 Trans1 Recv Date: 12/17/1990
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/17/1990
 Part A Recv Date: 01/03/1991
 Part B Recv Date: 01/10/1991
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NYD095577342
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD095577342
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 03853
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks

TC04679424.2r Page 465

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

AR & M CORP-SYRACUSE TERMINAL (Continued)

1000137248

Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 099

Document ID: NYA7237107
 Manifest Status: C
 seq: Not reported
 Year: 1989
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 05/10/1989
 Trans1 Recv Date: 05/10/1989
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/11/1989
 Part A Recv Date: 05/16/1989
 Part B Recv Date: 05/16/1989
 Generator EPA ID: NYD000691790
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD043815703
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02263
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

[Click this hyperlink](#) while viewing on your computer to access 4 additional NY_MANIFEST record(s) in the EDR Site Report.

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MAP FINDINGS

L67
ESE
 1/8-1/4
 0.228 mi.
 1203 ft.
 Site 4 of 4 in cluster L

Relative:
Higher

Actual:
 378 ft.

SYRACUSE ATLANTIC TERMINAL
540 SOLAR STREET
SYRACUSE, NY 13204

NY MOSF UST 1001516679
NY MOSF AST N/A

Site 4 of 4 in cluster L

MOSF UST:
 Id/Status: 7-1400 / INACTIVE FACILITY
 SWIS Code: 31
 Facility Town: SYRACUSE
 Contact Phone: (315) 424-1742
 Emergency Contact: BRIAN HOGAN
 Emergency Telephone: (716) 223-6988
 CBS Number: Not reported
 SPODES Num: 0-108897
 Total Tanks: 10
 Total Capacity: 7161540
 Avg Throughput: 350000
 License Stat: 3
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Prod Xfer Options: AD
 Expiration Date: 03/31/1999
 Apple Road:
 Operator: BRIAN HOGAN
 Owner Name: SUN COMPANY INC.
 Owner Address: 1801 MARKET STREET
 Owner City,St,Zip: PHILADELPHIA, PA 19103-
 Owner Telephone: (215) 246-8690
 Owner Type: Corporate/Commercial
 Owner Status: 1
 Owner Mark: Second Owner
 Mail To Name: SUN COMPANY INC.
 Mail To Address: 26/10 PENN CENTER
 Mail To Address 2: 1801 MARKET STREET
 Mail City,St,Zip: PHILADELPHIA, PA 19103-
 Mail To Contact: ROSEANN ALOI
 Mail To Telephone: (215) 246-8690
 Legal Agent Name: CORPORATION TRUST CO.
 Legal Agent Address: 277 PARK AVENUE
 Legal Agent City,St,Zip: NEW YORK, NY 10017-
 Date Filed: 12/70
 Latitude: 430310
 Longitude: 7610103

Tank ID: 06
 Tank Location: UNDERGROUND
 Install Date: 00/70
 Capacity (Gal): 1000
 Product: NOS 1, 2, OR 4 FUEL OIL
 Tank Status: In Service
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: None
 Pipe Location: Underground
 Pipe Type: FIBERGLASS COATED STEEL
 Pipe Internal: None
 Pipe External: None
 Second Contain: None
 Leak Detection: None

MAP FINDINGS

SYRACUSE ATLANTIC TERMINAL (Continued) 1001516679

Overfill Protection: None
 Dispenser: 0
 Test Date: 11/93
 Date Closed: Not reported
 Status of Data: Complete
 Inspected Date: / /
 Inspector Initials: Not reported
 Inspector Status: Not reported
 Pipe Flag: True
 License Issued: 04/13/1998
 Vessel ID: Not reported
 Renewal Flag: True
 Renewal Date: 03/26/1999
 Federal Id No: Not reported
 COI Date: / /

MOSF AST:
 MOSF Number: 7-1400
 SWIS Code: 31
 Facility Town: SYRACUSE
 Facility Phone: (315) 424-1742
 Emergency Contact Name: BRIAN HOGAN
 Emergency Contact Phone: (716) 223-6988
 Total Tanks: 10
 Total Capacity: 7161540
 Daily Throughput: 350000
 License Status: 3
 Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
 Product Transfer Operation: AD
 Facility Status: TEMPORARILY OUT-OF-SERVICE
 Operator Name: BRIAN HOGAN
 Owner Name: SUN COMPANY INC.
 Owner Address: 1801 MARKET STREET
 Owner City,St,Zip: PHILADELPHIA, PA 19103-
 Owner Phone: (215) 246-8690
 Owner Type: Corporate/Commercial
 Owner Status: 1
 Owner Mark: Second Owner
 Mailing Name: SUN COMPANY INC.
 Mailing Address: 26/10 PENN CENTER
 Mailing Address 2: 1801 MARKET STREET
 Mailing City,St,Zip: PHILADELPHIA, PA 19103-
 Mailing Contact: ROSEANN ALOI
 Mailing Phone: (215) 246-8690
 Legal Agent Name: CORPORATION TRUST CO.
 Legal Agent Address: 277 PARK AVENUE
 Legal Agent City,St,Zip: NEW YORK, NY 10017-
 LIC Expires: 03/31/1999

Tank ID: 11
 Tank Location: ABOVEGROUND
 Install Date: 01/40
 Product: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: NONE/CATHODIC PROTECTION
 Pipe Location: Aboveground

MAP FINDINGS

SYRACUSE ATLANTIC TERMINAL (Continued) 1001516679

Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 01
 Secondary Containment: 5A
 Leak Detection: Groundwater Well
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 11/86
 Date Closed: Not reported
 Status of Data: Complete
 Capacity (gal): 840000
 Lat/Long: 430310 / 7610103
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 03/26/1999
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: In Service
 COI Date: / /
 Date License Issued: 04/13/1998
 Date License Application Received: 03/26/1999
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-108897
 Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 12
 Tank Location: ABOVEGROUND
 Install Date: 01/39
 Product: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: NONE/CATHODIC PROTECTION
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 01
 Secondary Containment: 5A
 Leak Detection: Groundwater Well
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 09/89
 Date Closed: Not reported
 Status of Data: Complete
 Capacity (gal): 840000
 Lat/Long: 430310 / 7610103
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 03/26/1999
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True

MAP FINDINGS

SYRACUSE ATLANTIC TERMINAL (Continued) 1001516679

Tank Status: In Service
 COI Date: / /
 Date License Issued: 04/13/1998
 Date License Application Received: 03/26/1999
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-108897
 Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 13
 Tank Location: ABOVEGROUND
 Install Date: 01/39
 Product: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: NONE/CATHODIC PROTECTION
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 01
 Secondary Containment: 5A
 Leak Detection: Groundwater Well
 Overfill Protection: 24
 Dispensing Mthd: Suction
 Test Date: 01/93
 Date Closed: Not reported
 Status of Data: Complete
 Capacity (gal): 840000
 Lat/Long: 430310 / 7610103
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 03/26/1999
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: In Service
 COI Date: / /
 Date License Issued: 04/13/1998
 Date License Application Received: 03/26/1999
 Chemical Bulk Storage Number: Not reported
 Pollution Discharge Elimination System Num: 0-108897
 Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 14
 Tank Location: ABOVEGROUND
 Install Date: 01/39
 Product: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: None
 Tank External: NONE/CATHODIC PROTECTION
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: 01

MAP FINDINGS

SYRACUSE ATLANTIC TERMINAL (Continued)

1001516679

Secondary Containment: 5A
Leak Detection: Groundwater Well
Overfill Protection: 24
Dispensing Mthd: Suction
Test Date: 1/0/89
Date Closed: Not reported
Status of Data: Complete
Capacity (gal): 840000
Lat/Long: 4303110 / 7610103
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 03/26/1999
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: In Service
COI Date: / /
Date License Issued: 04/13/1998
Date License Application Received: 03/26/1999
Chemical Bulk Storage Number: Not reported
Pollution Discharge Elimination System Num: 0-108897
Date Legal Agent Filed with Secretary of State: 12/70

Tank ID: 15
Tank Location: ABOVEGROUND
Install Date: 01/39
Product: KEROSENE
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: NONE/CATHODIC PROTECTION
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: 01
Secondary Containment: 5A
Leak Detection: Groundwater Well
Overfill Protection: 24
Dispensing Mthd: Suction
Test Date: 11/89
Date Closed: Not reported
Status of Data: Complete
Capacity (gal): 840000
Lat/Long: 4303110 / 7610103
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 03/26/1999
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: In Service
COI Date: / /
Date License Issued: 04/13/1998

MAP FINDINGS

SYRACUSE ATLANTIC TERMINAL (Continued)

1001516679

Date License Application Received: 03/26/1999
Chemical Bulk Storage Number: Not reported
Pollution Discharge Elimination System Num: 0-108897
Date Legal Agent Filed with Secretary of State: 12/70

Click this [hyperlink](#) while viewing on your computer to access 4 additional NY_AST_MOS: record(s) in the EDR Site Report.

M68 MOBIL OIL CORPORATION SYRACUSE TERMINAL NY MOSF UST S102634012
SE 502 SOLAR STREET SYRACUSE, NY 13204 NY MOSF AST N/A
144-112 0.266 mi. Site 1 of 4 in cluster M
1405 ft. Higher

MOSF UST: 7-1480 / INACTIVE FACILITY
Id/Status: 31
SWIS Code: SYRACUSE
Facility Town: (315) 422-8211
Contact Phone: R.W. BOEHME
Emergency Contact: (315) 422-8211
Emergency Telephone: 7-000240
CBS Number: 0-092649
SPDES Num: 7
Total Tanks: 1180200
Avg Throughput: 508090
License Stat: 1
Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR
Prod Xier Options: AD
Expiration Date: 03/31/1999
Applic Rcvd: 03/30/1998
Operator: R.W. BOEHME
Owner Name: MOBIL OIL CORPORATION
Owner Address: 3225 GALLOWES ROAD
Owner City,St,Zip: FAIRFAX, VA 22037
Owner Telephone: (703) 849-6000
Owner Type: Corporate/Commercial
Owner Status: 1
Owner Mark: First Owner
Mail To Name: MOBIL OIL CORPORATION
Mail To Address: 400 TRIUM DRIE
Mail To Address 2: THIRD FLOOR
Mail City,St,Zip: SOMERSET, NJ 08873-
Mail To Contact: CLAUDINE GORMAN
Mail To Telephone: (732) 902-6637
Legal Agent Name: C.T. CORPORATION
Legal Agent Address: 277 PARK AVENUE
Legal Agent City,St,Zip: NEW YORK, NY 10017-
Date Filed: 01/08
Latitude: 4303115
Longitude: 7610100
Tank ID: UG1
Tank Location: UNDERGROUND
Install Date: 01/79
Capacity (Gall): 6000
Product: DIESEL
Tank Status: In Service

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Tank Type: Fiberglass reinforced plastic [FRP]
Tank Internal: None
Tank External: None
Pipe Location: Underground
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Second Contain: None
Leak Detection: None
Overfill Protection: None
Dispenser: Submersible
Test Date: 11/91
Date Closed: 09/92
Status of Data: Complete
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998
Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

Tank ID: UG2
Tank Location: UNDERGROUND
Install Date: 01/83
Capacity (Gall): 4000
Product: NOS 1,2, OR 4 FUEL OIL
Tank Status: In Service
Tank Type: Fiberglass reinforced plastic [FRP]
Tank Internal: None
Tank External: None
Pipe Location: Underground
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Second Contain: None
Leak Detection: None
Overfill Protection: None
Dispenser: Submersible
Test Date: 09/90
Date Closed: 11/91
Status of Data: Complete
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998
Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Tank ID: UG3
Tank Location: UNDERGROUND
Install Date: 01/81
Capacity (Gall): 4000
Product: NOS 1,2, OR 4 FUEL OIL
Tank Status: In Service
Tank Type: Fiberglass reinforced plastic [FRP]
Tank Internal: None
Tank External: None
Pipe Location: Aboveground/Underground Combination
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Second Contain: None
Leak Detection: None
Overfill Protection: None
Dispenser: Submersible
Test Date: 11/91
Date Closed: 09/92
Status of Data: Complete
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998
Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

Tank ID: UG3
Tank Location: UNDERGROUND
Install Date: 01/81
Capacity (Gall): 4000
Product: NOS 1,2, OR 4 FUEL OIL
Tank Status: In Service
Tank Type: Fiberglass reinforced plastic [FRP]
Tank Internal: Not reported
Tank External: Not reported
Pipe Location: Not reported
Pipe Type: STEEL/IRON
Pipe Internal: Not reported
Pipe External: Not reported
Second Contain: None
Leak Detection: None
Overfill Protection: None
Dispenser: Submersible
Test Date: 01/88
Date Closed: UNKWN
Status of Data: Minor Errors
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

Tank ID: UG4
Tank Location: UNDERGROUND
Install Date: 01/81
Capacity (Gal): 10000
Product: UNLEADED GASOLINE
Tank Status: In Service
Tank Type: Fiberglass reinforced plastic [FRP]
Tank Internal: None
Tank External: None
Pipe Location: Aboveground/Underground Combination
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Second Contain: None
Leak Detection: None
Overfill Protection: High Level Alarm
Dispenser: 0
Test Date: 11/91
Date Closed: 09/92
Status of Data: Complete
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998
Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

Tank ID: UG5
Tank Location: UNDERGROUND
Install Date: 01/86
Capacity (Gal): 4000
Product: UNLEADED GASOLINE
Tank Status: In Service
Tank Type: Fiberglass coated steel
Tank Internal: None
Tank External: Fiberglass
Pipe Location: Aboveground/Underground Combination
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: None
Second Contain: None
Leak Detection: None
Overfill Protection: Suction
Dispenser: Suction
Test Date: 12/93

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Date Closed: Not reported
Status of Data: Complete
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998
Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

Tank ID: UG6
Tank Location: UNDERGROUND
Install Date: 01/86
Capacity (Gal): 8000
Product: UNKNOWN
Tank Status: In Service
Tank Type: Fiberglass reinforced plastic [FRP]
Tank Internal: None
Tank External: Fiberglass
Pipe Location: Aboveground/Underground Combination
Pipe Type: STEEL/IRON
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Second Contain: None
Leak Detection: None
Overfill Protection: None
Dispenser: Suction
Test Date: / /
Date Closed: Not reported
Status of Data: Complete
Inspected Date: / /
Inspector Initials: Not reported
Inspector Status: Not reported
Pipe Flag: True
License Issued: 03/27/1998
Vessel Id: Not reported
Renew Flag: True
Renew Date: 11/07/1997
Federal Id No: Not reported
COI Date: / /

MOSF AST:
MOSF Number: 7-1480
SWIS Code: 31
Facility Town: SYRACUSE
Facility Phone: (315) 422-8211
Emergency Contact Name: R.W. BOEHME
Emergency Contact Phone: (315) 422-8211
Total Tanks: 7
Total Capacity: 11802000
Daily Throughput: 508090
License Status: 1
Facility Type: STORAGE TERMINAL/PETROLEUM DISTRIBUTOR

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Product Transfer Operation: AD
Facility Status: TEMPORARILY OUT-OF-SERVICE
Operator Name: R.W. BOEHME
Owner Name: MOBIL OIL CORPORATION
Owner Address: 3225 GALLOWAY ROAD
Owner City,St,Zip: FAIRFAX, VA 22037-
Owner Phone: (703) 849-6000
Owner Type: Corporate/Commercial
Owner Status: 1
Owner Mark: First Owner
Mailing Name: MOBIL OIL CORPORATION
Mailing Address: 400 ATRIUM DRIE
Mailing Address 2: THIRD FLOOR
Mailing City,St,Zip: SOMERSET, NJ 08873-
Mailing Contact: GLAUDINE GORMAN
Mailing Phone: (732) 302-5637
Legal Agent Name: C.T. CORPORATION
Legal Agent Address: 277 PARK AVENUE
Legal Agent City,St,Zip: NEW YORK, NY 10017-
LIC Expires: 03/31/1999

Tank ID: 20
Tank Location: ABOVEGROUND
Install Date: 01/27
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: CATHODIC PROTECTION
Pipe Location: Aboveground/Underground Combination
Pipe Type: Steel/iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Secondary Containment: Earthen Dike
Leak Detection: 00
Overfill Protection: None
Dispensing Mthd: Suction
Test Date: 09/82
Date Closed: 11/92
Status of Data: Complete
Capacity (gal): 184000
Lat/Long: 4303115 / 76110100
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 11/07/1997
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: In Service
COI Date: / /
Date License Issued: 03/27/1998
Date License Application Received: 03/30/1998
Chemical Bulk Storage Number: 7-000240
Pollution Discharge Elimination System Num: 0-092649
Date Legal Agent Filed with Secretary of State: 01/26

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Tank ID: 26
Tank Location: ABOVEGROUND
Install Date: 01/18
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: CATHODIC PROTECTION
Pipe Location: Aboveground/Underground Combination
Pipe Type: Steel/iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Secondary Containment: Earthen Dike
Leak Detection: 00
Overfill Protection: High Level Alarm
Dispensing Mthd: Suction
Test Date: 06/88
Date Closed: 11/91
Status of Data: Complete
Capacity (gal): 882000
Lat/Long: 4303115 / 76110100
Federal ID: Not reported
Inspected Date: / /
Inspector: Not reported
Renew Date: 11/07/1997
Inspected State: Not reported
Pipe Flag: True
Vessel ID: Not reported
Reserve Flag: True
Tank Status: In Service
COI Date: / /
Date License Issued: 03/27/1998
Date License Application Received: 03/30/1998
Chemical Bulk Storage Number: 7-000240
Pollution Discharge Elimination System Num: 0-092649
Date Legal Agent Filed with Secretary of State: 01/26

Tank ID: 27
Tank Location: ABOVEGROUND
Install Date: 01/19
Product: EMPTY
Tank Type: Steel/carbon steel
Tank Internal: Epoxy Liner
Tank External: CATHODIC PROTECTION
Pipe Location: Aboveground/Underground Combination
Pipe Type: Steel/iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Secondary Containment: Earthen Dike
Leak Detection: 00
Overfill Protection: High Level Alarm
Dispensing Mthd: Suction
Test Date: 06/87
Date Closed: 11/91
Status of Data: Complete
Capacity (gal): 869400
Lat/Long: 4303115 / 76110100

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: In Service
 COI Date: / /
 Date License Issued: 03/27/1998
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000240
 Pollution Discharge Elimination System Num: 0-092649
 Date Legal Agent Filed with Secretary of State: 01/26

Tank ID: 28
 Tank Location: ABOVEGROUND
 Install Date: 01/19
 Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: CATHODIC PROTECTION
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: Painted/Asphalt Coating
 Secondary Containment: Earthen Dike
 Leak Detection: 00
 Overfill Protection: High Level Alarm
 Dispensing Mthd: Suction
 Test Date: 08/82
 Date Closed: 11/91
 Status of Data: Complete
 Capacity (gal): 865200
 Lat/Long: 430315 / 761000
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: In Service
 COI Date: / /
 Date License Issued: 03/27/1998
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000240
 Pollution Discharge Elimination System Num: 0-092649
 Date Legal Agent Filed with Secretary of State: 01/26

Tank ID: 29
 Tank Location: ABOVEGROUND
 Install Date: 01/18

MAP FINDINGS

MOBIL OIL CORPORATION SYRACUSE TERMINAL (Continued)

S102634012

Product: EMPTY
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: CATHODIC PROTECTION
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: Painted/Asphalt Coating
 Secondary Containment: Earthen Dike
 Leak Detection: 00
 Overfill Protection: None
 Dispensing Mthd: Suction
 Test Date: 10/86
 Date Closed: 11/92
 Status of Data: Complete
 Capacity (gal): 327600
 Lat/Long: 430315 / 7611000
 Federal ID: Not reported
 Inspected Date: / /
 Inspector: Not reported
 Renew Date: 11/07/1997
 Inspected State: Not reported
 Pipe Flag: True
 Vessel ID: Not reported
 Reserve Flag: True
 Tank Status: In Service
 COI Date: / /
 Date License Issued: 03/27/1998
 Date License Application Received: 03/30/1998
 Chemical Bulk Storage Number: 7-000240
 Pollution Discharge Elimination System Num: 0-092649
 Date Legal Agent Filed with Secretary of State: 01/26

Click this hyperlink while viewing on your computer to access 8 additional NY_AST_MOS: record(s) in the EDR Site Report.

M69 SE 1/4-1/2 0.266 mi. 1405 ft. MOBIL TERMINAL SOLAR STREET SYRACUSE, NY NY LTANKS S103479397 N/A

Relative: Higher
 Actual: 379 ft.
 Site 2 of 4 in cluster M
 LTANKS:
 Site ID: 237375
 Spill Number/Closed Date: 9806719 / 1998-09-02
 Spill Date: 1998-09-01
 Spill Cause: Tank Overfill
 Spill Source: Commercial Vehicle
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1998-09-01
 CID: 205
 Water Affected: Not reported

MAP FINDINGS

MOBIL TERMINAL (Continued)

S103479397

Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1998-09-01
 Spill Record Last Update: 1998-11-27
 Spiller Name: Not reported
 Spiller Company: TERPENING TRUCKING
 Spiller Address: FARRELL RD
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 196000
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *CALLER REPORTED OVERFILL OF TANKER TRUCK. CLEANUP COMPLETED.*

Material:

Tank Test:

M70 SE 1/4-1/2 0.266 mi. 1405 ft. MOBIL OIL SYRACUSE TERMINAL 502 SOLAR ST SYRACUSE, NY 13204 NY LTANKS 1000253444 NY MOSF NYD000824524

Relative: Higher
 Actual: 379 ft.
 Site 3 of 4 in cluster M
 LTANKS:
 Site ID: 113065
 Spill Number/Closed Date: 9803122 / 1998-06-10
 Spill Date: 1998-06-10
 Spill Cause: Tank Overfill
 Spill Source: Gasoline Station or other PBS Facility
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: BFMATTHE
 Referred To: Not reported
 Reported to Dept: 1998-06-10
 CID: 252
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1998-06-10

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued)

1000253444

Spill Record Last Update: 1999-04-19
 Spiller Name: Not reported
 Spiller Company: LEWIS NUFFER
 Spiller Address: GILCO TRUCKING
 Spiller City,St,Zip: LAFARGEVILLE, NY 13656-001
 Spiller County: TONY PASTORE
 Spiller Phone: (315) 422-8211
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 205095
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was BM/06/10/98: SPILL WENT INTO SITE SEPARATOR SYSTEM. NO FURTHER WORK REQ'D.*
 Remarks: *TANK OVER FILL AT TERMINAL HAS BEEN CLEANED UP BY MOBIL OIL CO.*

Material:

Site ID: 113065
 Operable Unit ID: 1063935
 Operable Unit: 01
 Material ID: 321445
 Material Code: 0039
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenated: Not reported

Tank Test:

Site ID: 250212
 Spill Number/Closed Date: 9108412 / 1992-02-01
 Spill Date: 1991-11-06
 Spill Cause: Tank Test Failure
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Class: Not reported
 Cleanup Ceased: 1992-02-01
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1991-11-06
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1991-11-07
 Spill Record Last Update: 1992-03-01
 Spiller Name: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Spiller Company: MOBIL TERMINAL
 Spiller Address: 502 SOLAR STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 205095
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead, DEC Field was DV 02/01/92: TANK REMOVED NO LEAKAGE FOUND. TANK TEST DETERMINED TO BE INVALID. *
 Remarks: *FAILURE RATE OF .141 GPH, PETROTITE 4K TANK. WILL EXCAVATE, INSPECT AND RETEST.*

Material:
 Site ID: 250212
 Operable Unit ID: 962504
 Operable Unit: 01
 Material ID: 420559
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

MOSF:
 Facility ID: 7-1480
 Program Type: MOSF
 Tank Status: Inactive
 Expiration Date: Not reported
 Dec Region: 7
 UTMX: 405032.22873
 UTMY: 478826.10703

CBS:
 CBS Number: 7-000240
 Program Type: CBS
 Facility Status: Unregulated/Closed
 Expiration Date: Not reported
 Dec Region: 7
 UTMX: 405032.22873
 UTMY: 478826.10703

CBS AST:
 CBS Number: 7-000240
 ICS Number: Not reported
 PBS Number: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

MOSF Number: 7-1480
 SPDES Number: 0-02649
 Facility Status: IN SERVICE
 Facility Type: B
 Telephone: (315) 422-8211
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 09/25/1998
 Total Capacity of All Active Tanks(gal): 0
 Operator: ROGER BOEHME
 Emergency Contact: DON CHAMPION
 Emergency Phone: (715) 527-6186
 Owner Name: MOBIL OIL CORPORATION
 Owner Address: 3225 GALLOWS ROAD
 Owner City,St,Zip: FAIRFAX, VA 22037
 Owner Telephone: (703) 846-5000
 Owner Type: Corporate/Commercial
 Owner Sub Type: Not reported
 Mail Name: MOBIL OIL CORP.
 Mail Contact Addr: 302 HARPER DRIVE
 Mail Contact Addr2: SUITE 303
 Mail Contact Contact: CLAUDINE GORMAN
 Mail Contact City,St,Zip: MORRISTOWN, NJ 08057
 Mail Phone: (609) 722-6451

Tank Id: 3
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 09/92
 Tank Closed: 00/00
 Capacity (Gall): 4000
 Chemical: Xylene (mixed)
 Tank Location: Indoors, Belowground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Vault: Vault
 Tank Secondary Containment: No Missing Data
 Date Entered: 09/23/1992
 Certified Date: 07/10/1996
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: Painted/Asphalt Coating
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: Painted/Asphalt Coating
 Pipe Flag: Painted/Asphalt Coating
 Leak Detection: None
 Overfill Protection: Product Level Gauge
 Haz Percent: 1
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Renew Date: / /
 Is It There: False
 Delinquent: False
 Date Expired: 09/25/94
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 06/01/1998

Tank Id: 2
 CAS Number: 1330207
 Federal ID: Not reported
 Tank Status: 0
 Install Date: 09/92
 Tank Closed: 00/00
 Capacity (Gall): 8000
 Chemical: Xylene (mixed)
 Tank Location: Indoors, Belowground
 Tank Type: Steel/carbon steel
 Total Tanks: 0
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: No Missing Data
 Date Entered: 09/23/1992
 Certified Date: 07/10/1996
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: Painted/Asphalt Coating
 Pipe Location: Aboveground
 Pipe Type: Steel/Iron
 Pipe Internal: None
 Pipe External: Painted/Asphalt Coating
 Pipe Flag: Painted/Asphalt Coating
 Leak Detection: None
 Overfill Protection: Product Level Gauge
 Haz Percent: 1
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: / /
 Is It There: False
 Delinquent: False
 Date Expired: 09/25/94
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 06/01/1998

BROWNFIELDS:
 Program: BCP
 Site Code: 450314
 Acres: 7

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

HW Code: C734137
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 06/10/2011
 Record Updated Date: 03/21/2016
 Update By: HDWARNER
 Site Description: Location: The Oil City/Carousel Center Site 9 is located in an urban area of Onondaga County at 502 Solar Street. The site occupies an area of approximately 7.0 acres in the southeast portion of the lands generally referred to as Oil City, south of Hiawatha Boulevard. Site 9 is located between Solar St. and Interstate 81 and is bounded to the southeast by Bear Street and to the northwest by BCP Site 7 (C734135). Site 9 is located within the overall boundaries of the Destiny Project Area which and is generally bounded by: Interstate 81 to the north and northeast; Hiawatha Street to the north and northwest; and the NYS Barge Canal to the west and southwest, and Bear Street to the south and southeast (see Figure 2). The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The site originally consisted of a 44,000 cubic yard vegetated, bioremediation soil pile and associated stormwater protection structures (swales and detention basins). The majority of the soil stockpiled on Site 9 was petroleum-impacted soil excavated from former Oil City parcels. Approximately 250 cubic yards of petroleum-impacted soil excavated from the Destiny BCP Site C734104 (Phase I Mail Expansion Site) was also stockpiled on Site 9. In April 2014, Destiny agreed not to pursue BCP tax credit for removal of this soil from the site. A small portion of Frontage along Interstate 81 (0.31 acres) is also included in this site. Current Zoning Use: The site is currently inactive and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: Former uses of Site 9 include: a former Mobil Oil loading rack and offices (2.1 acres); a milk cooperative (Update) and petroleum bulk storage (2.2 acres); and Scottsman Press (1.8 acres). Prior uses that appear to have led to site contamination include oil storage and loading in above ground storage tanks and below ground pipelines. There is limited data available for the Scottsman press parcel. On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has submitted a Remedial Investigation Work Plan. This document is available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Surface deposits at Site 8 consist of imported fill materials composed of silt, sand, and clay, some of which is intermixed with derived from foundry slag. Analytical results from the Remedial Investigation are currently under review. Results will be made available once the Remedial Investigation report is submitted and approved. The NYSDOH will evaluate the potential for impacts to public health from exposure to site-related contaminants once sufficient information from the investigation of the site becomes available for review.

Env Problem:

Health Problem:

SPILLS:
 Facility ID: 9806002
 Facility Type: ER
 DER Facility ID: 205095
 Site ID: 113066

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

DEC Region: 7
 Spill Date: 1998-08-14
 Spill Number/Closed Date: 9806002 / 1998-08-30
 Spill Cause: Human Error
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: OFMANNES
 Referred To: Not reported
 Reported to Dept: 1998-08-14
 CID: 312
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1998-08-14
 Spill Record Last Update: 1998-11-30
 Spiller Name: RICK TRUAX
 Spiller Company: MOBIL OIL
 Spiller Address: 502 SOLAR ST
 Spiller City,St,Zip: SYRACUSE, NY 001
 Spiller Company: RICK TRUAX
 Contact Name: (315) 422-8211
 Contact Phone:
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
 Remarks: *DRIVER OVERFILLED HIS TRUCK - SPILL CONTAINED IN CONTAINMENT AREA*

Material:

Tank Test:

Facility ID: 9508642
 Facility Type: ER
 DER Facility ID: 205095
 Site ID: 113064
 DEC Region: 7
 Spill Date: 1995-10-14
 Spill Number/Closed Date: 9508642 / 1995-10-30
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1995-10-14
 CID: 255
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Cleanup Ceased: 1995-10-30
 Cleanup Meets Std: False
 Last Inspection: 1995-10-14
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1995-10-14
 Spill Record Last Update: 1995-10-30
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL
 Spiller Address: SAME AS LOCATION
 Spiller City,St,Zip: ZZ
 Spiller Company: 001
 Contact Name: ROGER BOEHME
 Contact Phone: (315) 422-8211
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW *
 Remarks: *SUMP TANK OVERFILLED - IN PROCESS OF CLEAN UP NO IMMEDIATE CALL - *
 Material:
 Site ID: 113064
 Operable Unit ID: 1019228
 Operable Unit: 01
 Material ID: 359607
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 20.00
 Units: Gallons
 Recovered: 5.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 9207337
 Facility Type: ER
 DER Facility ID: 205095
 Site ID: 113063
 DEC Region: 7
 Spill Date: 1992-09-24
 Spill Number/Closed Date: 9207337 / 1992-09-24
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1992-09-24
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Other
 Cleanup Ceased: 1992-09-24

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-10-01
 Spill Record Last Update: 1995-03-09
 Spiller Name: Not reported
 Spiller Company: MOBIL
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN *
 Remarks: *PIN HOLE IN WELD OF NEW ADDITIVE LINE. SPRAYED ONTO GRAVEL IN TANK FARM CONTAINMENT. MOBIL CLEANUP AND REPAIR.*

Material:

Tank Test:

Site ID: 113063
 Operable Unit ID: 974296
 Operable Unit: 01
 Material ID: 407975
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Facility ID: 9107959
 Facility Type: ER
 DER Facility ID: 205095
 Site ID: 256692
 DEC Region: 7
 Spill Date: 1991-10-25
 Spill Number/Closed Date: 9107959 / 1991-10-25
 Spill Cause: Human Error
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1991-10-25
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-10-25
 Cleanup Meets Std: True
 Last Inspection: Not reported

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL CORP.
 Spiller Address: 502 SOLAR ST.
 Spiller City,St,Zip: SYRACUSE, NY 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 10/25/91: NO RESPONSE. *
 Remarks: *DURING CONSTRUCTION REVAMP PRODUCT FROM PIPELINE SPILLED TO CLAYMAX CONTAINMENT. SORBENT PADS USED, WILL EXCAVATE AND DISPOSE.*

Material:

Tank Test:

Site ID: 256692
 Operable Unit ID: 958414
 Operable Unit: 01
 Material ID: 420133
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 8.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Facility ID: 9100935
 Facility Type: ER
 DER Facility ID: 205095
 Site ID: 256691
 DEC Region: 7
 Spill Date: 1991-04-24
 Spill Number/Closed Date: 9100935 / 1991-04-24
 Spill Cause: Equipment Failure
 Spill Class: Not reported
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Reported to Dept: 1991-04-24
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Spill Notifier: Responsible Party
 Cleanup Ceased: 1991-04-24
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Remediation Phase: 0
 Date Entered in Computer: 1991-04-24
 Spill Record Last Update: 1991-05-02
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL TERMINAL
 Spiller Address: SAME
 Spiller City, St, Zip: ZZ
 Spiller Company: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead, DEC Field was DV 0423/91: A. CRAWFORD CONTACTED ENV. PHOD. & SVCS. TO DIG UP AFFECTED GRAVEL AND UNDERLYING SOIL. 04/24/91: NO RESPONSE. *
 Remarks: *FLANGE ON LINE LEAKED DURING DRAW OFF OF TANK BOTTOM PRODUCT WHILE EMPTYING TANK FOR 10 YEAR INSPECTION. 1/2 DRUM WAS UNDER FLANGE AT TIME. 5-10 GAL. SPILLED OVER.*
 Material:
 Site ID: 256691
 Operable Unit ID: 952220
 Operable Unit: 01
 Material ID: 427098
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 10.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Click this hyperlink while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

RCRA NonGen / NLR:
 Date form received by agency: 01/01/2007
 Facility name: MOBIL OIL SYRACUSE TERMINAL
 Facility address: 502 SOLAR ST SYRACUSE, NY 13204
 EPA ID: NYD000824524
 Mailing address: SOLAR ST SYRACUSE, NY 13204
 Contact: Not reported
 Contact address: SOLAR ST SYRACUSE, NY 13204
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Land type: Facility is not located on Indian land. Additional information is not known.
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Owner/Operator Summary:
 Owner/operator name: MOBIL OIL CORP
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported
 Owner/operator name: MOBIL OIL CORP
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil of Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 01/01/2006
 Site name: MOBIL OIL SYRACUSE TERMINAL
 Classification: Not a generator, verified
 Date form received by agency: 01/01/2001
 Site name: SYRACUSE TERMINAL
 Classification: Large Quantity Generator
 Date form received by agency: 03/23/1999
 Site name: MOBIL OIL SYRACUSE TERMINAL
 Classification: Not a generator, verified
 Date form received by agency: 05/13/1996
 Site name: MOBIL OIL
 Classification: Large Quantity Generator
 Date form received by agency: 03/30/1994

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Site name: MOBIL OIL CORP
 Classification: Large Quantity Generator
 Date form received by agency: 02/14/1992
 Site name: MOBIL OIL
 Classification: Large Quantity Generator
 Date form received by agency: 08/18/1980
 Site name: MOBIL OIL SYRACUSE TERMINAL
 Classification: Large Quantity Generator
 Waste code: D000
 Waste name: Not Defined
 Waste code: D001
 Waste name: IGNITABLE WASTE
 Violation Status: No violations found

Evaluation Action Summary:
 Evaluation date: 06/20/1996
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

NY MANIFEST:
 Country: USA
 EPA ID: NYP000876821
 Facility Status: Not reported
 Location Address 1: 502 SOLAR STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYP000876821
 Mailing Name: MOBIL OIL CORPORATION
 Mailing Contact: MOBIL OIL CORPORATION
 Mailing Address 1: 502 SOLAR STREET
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154224007

NY MANIFEST:
 Document ID: NYA5096817
 Manifest Status: C
 sq: Not reported
 Year: 1988

MAP FINDINGS

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Trans1 State ID: DG2024
 Trans2 State ID: Not reported
 Generator Ship Date: 05/04/1988
 Trans1 Recv Date: 05/04/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 05/06/1988
 Part A Recv Date: 05/18/1988
 Part B Recv Date: 05/13/1988
 Generator EPA ID: NYP000876821
 Trans1 EPA ID: NYD980761191
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043815703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00780
 Units: P - Pounds
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B - Incineration, heat recovery, burning.
 Specific Gravity: 070

Country: USA
 EPA ID: NYD000824524
 Facility Status: Not reported
 Location Address 1: 502 SOLAR STREET
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD000824524
 Mailing Name: MOBIL OIL SYRACUSE TERMINAL
 Mailing Contact: FITZSIMMONS A TERMINAL MA
 Mailing Address 1: 3225 GALLOWAYS RD
 Mailing Address 2: Not reported
 Mailing City: FAIRFAX

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Mailing State: VA
Mailing Zip: 22037
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3154228211

NY MANIFEST:
Document ID: NYC5419247
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: NYPG2135
Trans2 State ID: Not reported
Generator Ship Date: 10/13/1998
Trans1 Recv Date: 10/13/1998
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/14/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSDF ID 1: NYD982743312
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Quantity: 00011
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 01.00

Document ID: NYC5301911
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: NYMU2534
Trans2 State ID: Not reported
Generator Ship Date: 07/23/1998
Trans1 Recv Date: 07/23/1998

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Trans2 Recv Date: Not reported
TSD Site Recv Date: 07/24/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSDF ID 1: NYD982743312
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00010
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 01.00

Document ID: NYC4976820
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: NYMU2534
Trans2 State ID: Not reported
Generator Ship Date: 02/04/1998
Trans1 Recv Date: 02/04/1998
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/05/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSDF ID 1: NYD982743312
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Quantity: 00011
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 01.00

Document ID: NYC5206734
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: NYMU2534
Trans2 State ID: Not reported
Generator Ship Date: 04/27/1998
Trans1 Recv Date: 04/27/1998
Trans2 Recv Date: Not reported
TSD Site Recv Date: 04/28/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSDF ID 1: NYD982743312
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Quantity: 00011
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 01.00

Document ID: AR49941900
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: H245NY
Trans2 State ID: Not reported
Generator Ship Date: 11/24/1998
Trans1 Recv Date: 11/24/1998
Trans2 Recv Date: Not reported
TSD Site Recv Date: 12/01/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000824524
Trans1 EPA ID: NYD980769947
Trans2 EPA ID: Not reported
TSDF ID 1: ARD981057670
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01000
Units: P - Pounds
Number of Containers: 004
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01200
Units: P - Pounds
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00
Waste Code: D001 - NON-LISTED IGNITABLE WASTES

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 04400
Units: P - Pounds
Number of Containers: 022
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 01.00

Document ID: NYC4441408
Manifest Status: C
seq: Not reported
Year: 1997
Trans1 State ID: NYNF6576
Trans2 State ID: Not reported
Generator Ship Date: 02/25/1997
Trans1 Recv Date: 02/25/1997
Trans2 Recv Date: //
TSD Site Recv Date: 02/26/1997
Part A Recv Date: //
Part B Recv Date: 03/07/1997
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00012
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC4741233
Manifest Status: C
seq: Not reported
Year: 1997

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Trans1 State ID: NYNS7862
Trans2 State ID: Not reported
Generator Ship Date: 05/20/1997
Trans1 Recv Date: 05/20/1997
Trans2 Recv Date: //
TSD Site Recv Date: 05/21/1997
Part A Recv Date: //
Part B Recv Date: 06/02/1997
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00012
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC4832864
Manifest Status: C
seq: Not reported
Year: 1997
Trans1 State ID: NYMU2534
Trans2 State ID: Not reported
Generator Ship Date: 08/15/1997
Trans1 Recv Date: 08/15/1997
Trans2 Recv Date: //
TSD Site Recv Date: 08/18/1997
Part A Recv Date: //
Part B Recv Date: 09/02/1997
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00009
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC4887933
Manifest Status: C
seq: Not reported
Year: 1997
Trans1 State ID: NYMU2534
Trans2 State ID: Not reported
Generator Ship Date: 11/10/1997
Trans1 Recv Date: 11/10/1997
Trans2 Recv Date: //
TSD Site Recv Date: 11/11/1997
Part A Recv Date: //
Part B Recv Date: 11/24/1997
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Waste Code: Not reported
Quantity: 00015
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC3959908
Manifest Status: C
seq: Not reported
Year: 1996
Trans1 State ID: NYAM6504
Trans2 State ID: Not reported
Generator Ship Date: 01/05/1996
Trans1 Recv Date: 01/05/1996
Trans2 Recv Date: //
TSD Site Recv Date: 01/05/1996
Part A Recv Date: //
Part B Recv Date: 01/18/1996
Generator EPA ID: NYD000824524
Trans1 EPA ID: ILD984908202
Trans2 EPA ID: Not reported
TSD ID 1: NYD982743312
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00012
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

Document ID: NYC419548
Manifest Status: C
seq: Not reported
Year: 1996
Trans1 State ID: NYAM6504
Trans2 State ID: Not reported
Generator Ship Date: 06/18/1996

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Trans1 Recv Date: 06/18/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 06/19/1996
 Part A Recv Date: / /
 Part B Recv Date: 06/25/1996
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00012
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC4331788
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: NYNF6576
 Trans2 State ID: Not reported
 Generator Ship Date: 09/11/1996
 Trans1 Recv Date: 09/11/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 09/12/1996
 Part A Recv Date: / /
 Part B Recv Date: 09/26/1996
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00012
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC398387
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: NYNF6576
 Trans2 State ID: Not reported
 Generator Ship Date: 03/26/1996
 Trans1 Recv Date: 03/26/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 03/27/1996
 Part A Recv Date: / /
 Part B Recv Date: 04/12/1996
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00010
 Units: G - Gallons (liquids only)* (8.3 pounds)

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC4377734
 Manifest Status: C
 seq: Not reported
 Year: 1996
 Trans1 State ID: NYNF6576
 Trans2 State ID: Not reported
 Generator Ship Date: 12/05/1996
 Trans1 Recv Date: 12/05/1996
 Trans2 Recv Date: / /
 TSD Site Recv Date: 12/06/1996
 Part A Recv Date: / /
 Part B Recv Date: 12/26/1996
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00012
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYB4190553
 Manifest Status: K
 seq: Not reported
 Year: 1995
 Trans1 State ID: 69098SNY
 Trans2 State ID: Not reported
 Generator Ship Date: 04/21/1995
 Trans1 Recv Date: 04/21/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/21/1995

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Part A Recv Date: 04/28/1995
 Part B Recv Date: 06/28/1995
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: NYD051809952
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD093248698
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 05000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Document ID: NYC3710305
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYAM6504
 Trans2 State ID: Not reported
 Generator Ship Date: 10/12/1995
 Trans1 Recv Date: 10/12/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 10/13/1995
 Part A Recv Date: / /
 Part B Recv Date: 10/23/1995
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00011
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3438450
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYNS7863
 Trans2 State ID: Not reported
 Generator Ship Date: 01/20/1995
 Trans1 Recv Date: 01/20/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 01/23/1995
 Part A Recv Date: 01/27/1995
 Part B Recv Date: 01/30/1995
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00008
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Specific Gravity: 100

Document ID: NYC3603734
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYDWS385
 Trans2 State ID: Not reported
 Generator Ship Date: 07/17/1995
 Trans1 Recv Date: 07/17/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 07/18/1995
 Part A Recv Date: 07/24/1995
 Part B Recv Date: 07/27/1995
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D039 - TETRACHLOROETHYLENE 0.73 MG/L TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00016
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYC3823863
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: NYDWS385
 Trans2 State ID: Not reported
 Generator Ship Date: 04/25/1995
 Trans1 Recv Date: 04/25/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 04/26/1995
 Part A Recv Date: 05/04/1995
 Part B Recv Date: 05/04/1995
 Generator EPA ID: NYD000824524

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

Trans1 EPA ID: ILD984908202
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00008
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 100

Document ID: NYB4190544
 Manifest Status: C
 seq: Not reported
 Year: 1995
 Trans1 State ID: 60926SNY
 Trans2 State ID: Not reported
 Generator Ship Date: 06/12/1995
 Trans1 Recv Date: 06/12/1995
 Trans2 Recv Date: / /
 TSD Site Recv Date: 06/12/1995
 Part A Recv Date: 06/27/1995
 Part B Recv Date: 06/20/1995
 Generator EPA ID: NYD000824524
 Trans1 EPA ID: NYD051809952
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD93248698
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported

MOBIL OIL SYRACUSE TERMINAL (Continued) 1000253444

MGMT Method Type Code: Not reported
 Waste Code: D018 - BENZENE 0.5 MG/L TCLP
 Waste Code: Not reported
 Quantity: 05000
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 100

Click this hyperlink while viewing on your computer to access 184 additional NY MANIFEST record(s) in the EDR Site Report.

M71 MOBIL-SOLAR ST NY LTANKS S112231332 SE MOBIL ONONDAGA (County), NY N/A

1/4-1/2 0.256 ml.
 1405 ft. Site 4 of 4 in cluster M

Relative: LTANKS:
 Higher: Site ID: 175823
 Spill Number/Closed Date: 9206703 / 1992-09-30
 Spill Date: 1992-09-30
 Spill Cause: Tank Overflow
 Spill Source: Major Facility (MOSF) > 400,000 gal
 Possible release with minimal potential for fire or hazard or Known release with no damage. No DEC Response. No corrective action required.
 Cleanup Ceased: 1992-09-30
 Cleanup Meets Standard: True
 SWS: 3400
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1992-09-09
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered in Computer: 1992-09-10
 Spill Record Last Update: 1993-03-18
 Spiller Name: Not reported
 Spiller Company: MOBIL OIL
 Spiller Address: 502 SOLAR ST
 Spiller City, St, Zip: SYRACUSE, NY 13204
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 147781

MOBIL-SOLAR ST (Continued) S112231332

DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was MN 09/10/92: MAJOR FACILITY NUMBER 7-1480.*
 Remarks: *MOBIL REMOVED 3 UST FROM SOLAR ST TERMINAL. SOME CONTAMINATED PEA STONE UNCOVERED AT 6K DIESEL SITE. STONE STAGED ON PLASTIC. RESULTS OF LAB TEST TO BE SENT TO CHRIS MANNES.*
 Material:
 Site ID: 175823
 Operable Unit ID: 973836
 Operable Unit: 01
 Material ID: 407400
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Tank Test:

TASSONE CHEVRON (Continued) S100128619

Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 125076
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was / : WILL RETEST TOMORROW.*
 Remarks: *FAILURE RATE OF .200 GAL/HR. CLEMETT CO. IS TESTER.*
 Material:
 Site ID: 146899
 Operable Unit ID: 903002
 Operable Unit: 01
 Material ID: 474800
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Tank Test:

72 NE 1/4-1/2 0.267 mi. 1410 ft. TASSONE CHEVRON N. SALINA & HIAWATHA BLVD SYRACUSE, NY NY LTANKS S100128619 N/A

Relative: Higher
 Actual: 402 ft.
 LTANKS:
 Site ID: 146899
 Spill Number/Closed Date: 8605626 / 1987-08-11
 Spill Date: 1986-12-04
 Spill Cause: Tank Test Failure
 Spill Source: Gasoline Station or other PBS Facility
 Spill Class: Not reported
 Cleanup Ceased: 1987-08-11
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: UNASSIGNED
 Referred To: Not reported
 Reported to Dept: 1986-12-04
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: Not reported
 Spill Record Last Update: 2003-12-02
 Spiller Name: Not reported
 Spiller Company: TASSONE CHEVRON
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001

73 NE 1/4-1/2 0.270 mi. 1428 ft. TASSONE'S NORTH 1801 N. SALINA ST SYRACUSE, NY 13208 NY LTANKS U000387498 NY UST N/A NY HIST UST NY Spills

Relative: Higher
 Actual: 405 ft.
 LTANKS:
 Site ID: 70273
 Spill Number/Closed Date: 8909125 / 1990-02-02
 Spill Date: 1989-12-17
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1990-01-29
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1989-12-17
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered in Computer: 1990-01-04
 Spill Record Last Update: 1990-02-02
 Spiller Name: Not reported
 Spiller Company: VINCE TASSONE

TASSONE'S NORTH (Continued) U000387498

Spiller Address: 1801 N SALINA ST.
 Spiller City,St,Zip: SYRACUSE, NY 13208
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 72803
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was MR 02/02/90: RETEST OF THE SYSTEM WAS O.K. DONE BY BACH AND CO.*
 Remarks: *4 K ANILEY TEST FAILURE -.285 GPH*
 Material:
 Site ID: 70273
 Operable Unit ID: 934111
 Operable Unit: 01
 Material ID: 442301
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Tank Test:
 UST:
 ID/Status: 7-129224 / Unregulated/Closed
 Program Type: PBS
 Region: STATE
 DEC Region: 7
 Expiration Date: N/A
 UTM X: 405030.99551
 UTM Y: 4769283.97999
 Site Type: Retail Gasoline Sales
 Affiliation Records:
 Site ID: 44753
 Affiliation Type: Facility Owner
 Company Name: VINCENT TASSONE
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 1801 N. SALINA ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13208
 Country Code: 001
 Phone: (315) 478-2995
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT

TASSONE'S NORTH (Continued) U000387498

Date Last Modified: 2004-03-04
 Site ID: 44753
 Affiliation Type: Mail Contact
 Company Name: VINCENT TASSONE
 Contact Type: Not reported
 Contact Name: Not reported
 Address1: 1801 N. SALINA ST.
 Address2: Not reported
 City: SYRACUSE
 State: NY
 Zip Code: 13208
 Country Code: 001
 Phone: (315) 478-2995
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site ID: 44753
 Affiliation Type: On-Site Operator
 Company Name: TASSONES NORTH
 Contact Type: Not reported
 Contact Name: VINCENT TASSONE
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 478-2995
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Site ID: 44753
 Affiliation Type: Emergency Contact
 Company Name: VINCENT TASSONE
 Contact Type: Not reported
 Contact Name: VINCENT TASSONE
 Address1: Not reported
 Address2: Not reported
 City: Not reported
 State: NN
 Zip Code: Not reported
 Country Code: 001
 Phone: (315) 451-2180
 Email: Not reported
 Fax Number: Not reported
 Modified By: TRANSLAT
 Date Last Modified: 2004-03-04
 Tank Info:
 Tank Number: 001
 Tank ID: 128522

TASSONE'S NORTH (Continued)

U000387498

Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 6000
 Install Date: Not reported
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 C00 - Pipe Location - No Piping
 I04 - Overfill - Product Level Gauge (A/G)
 G00 - Tank Secondary Containment - None
 A01 - Tank Internal Protection - Epoxy Liner
 H03 - Tank Leak Detection - Vapor Well
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D02 - Pipe Type - Galvanized Steel
 J01 - Dispenser - Pressurized Dispenser

Tank Number: 002
 Tank ID: 128523
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 4000
 Install Date: Not reported
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 G00 - Tank Secondary Containment - None
 J01 - Dispenser - Pressurized Dispenser
 D02 - Pipe Type - Galvanized Steel
 H03 - Tank Leak Detection - Vapor Well
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 A01 - Tank Internal Protection - Epoxy Liner

TASSONE'S NORTH (Continued)

U000387498

Tank Number: 003
 Tank ID: 128524
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 4000
 Install Date: Not reported
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 G00 - Tank Secondary Containment - None
 F00 - Pipe External Protection - None
 B00 - Tank External Protection - None
 H03 - Tank Leak Detection - Vapor Well
 A01 - Tank Internal Protection - Epoxy Liner
 I04 - Overfill - Product Level Gauge (A/G)
 C00 - Pipe Location - No Piping
 D02 - Pipe Type - Galvanized Steel
 J01 - Dispenser - Pressurized Dispenser

Tank Number: 004
 Tank ID: 128525
 Tank Status: Closed Prior to Micro Conversion, 03/91
 Material Name: Closed Prior to Micro Conversion, 03/91
 Capacity Gallons: 4000
 Install Date: Not reported
 Date Tank Closed: Not reported
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Diesel
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A01 - Tank Internal Protection - Epoxy Liner

TASSONE'S NORTH (Continued)

U000387498

H03 - Tank Leak Detection - Vapor Well
 G00 - Tank Secondary Containment - None
 B00 - Tank External Protection - None
 F00 - Pipe External Protection - None
 D02 - Pipe Type - Galvanized Steel
 J01 - Dispenser - Pressurized Dispenser
 C00 - Pipe Location - No Piping
 I04 - Overfill - Product Level Gauge (A/G)

Tank Number: 005
 Tank ID: 128526
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 6000
 Install Date: 12/01/1986
 Date Tank Closed: 06/01/1988
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 I04 - Overfill - Product Level Gauge (A/G)
 F00 - Pipe External Protection - None
 H04 - Tank Leak Detection - Groundwater Well
 B01 - Tank External Protection - Painted/Asphalt Coating
 B02 - Tank External Protection - Original Sacrificial Anode
 D02 - Pipe Type - Galvanized Steel
 J01 - Dispenser - Pressurized Dispenser

Tank Number: 006
 Tank ID: 128527
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: 12/01/1986
 Date Tank Closed: 06/01/1988
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline
 Tightness Test Method: NN
 Date Test: Not reported

TASSONE'S NORTH (Continued)

U000387498

Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004

Equipment Records:
 F00 - Pipe External Protection - None
 H04 - Tank Leak Detection - Groundwater Well
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G00 - Tank Secondary Containment - None
 D02 - Pipe Type - Galvanized Steel
 B01 - Tank External Protection - Painted/Asphalt Coating
 I04 - Overfill - Product Level Gauge (A/G)
 J01 - Dispenser - Pressurized Dispenser

Tank Number: 007
 Tank ID: 128528
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 4000
 Install Date: 12/01/1986
 Date Tank Closed: 06/01/1988
 Registered: True
 Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0009
 Common Name of Substance: Gasoline

Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004
 Equipment Records:
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 I04 - Overfill - Product Level Gauge (A/G)
 F00 - Pipe External Protection - None
 H04 - Tank Leak Detection - Groundwater Well
 B04 - Tank External Protection - Fiberglass
 J02 - Dispenser - Suction Dispenser
 B02 - Tank External Protection - Original Sacrificial Anode
 D02 - Pipe Type - Galvanized Steel

Tank Number: 008
 Tank ID: 128529
 Tank Status: Closed - Removed
 Material Name: Closed - Removed
 Capacity Gallons: 3000
 Install Date: 12/01/1986
 Date Tank Closed: 06/01/1988
 Registered: True

MAP FINDINGS

TASSONE'S NORTH (Continued) U000387498

Tank Location: Underground
 Tank Type: Steel/carbon steel
 Material Code: 0008
 Common Name of Substance: Diesel
 Tightness Test Method: NN
 Date Test: Not reported
 Next Test Date: Not reported
 Pipe Model: Not reported
 Modified By: TRANSLAT
 Last Modified: 03/04/2004
 Equipment Records:
 A00 - Tank Internal Protection - None
 C02 - Pipe Location - Underground/On-ground
 F00 - Pipe External Protection - None
 H04 - Tank Leak Detection - Groundwater Well
 B04 - Tank External Protection - Fiberglass
 B02 - Tank External Protection - Original Sacrificial Anode
 D02 - Pipe Type - Galvanized Steel
 J02 - Dispenser - Suction Dispenser
 G04 - Tank Secondary Containment - Double-Walled (Underground)
 I04 - Overfill - Product Level Gauge (A/G)

HIST UST:

PBS Number: 7-129224
 SPDES Number: Not reported
 Emergency Contact: VINCENT TASSONE (315) 451-2180
 Operator: VINCENT TASSONE
 Operator Telephone: (315) 478-2995
 Owner Name: VINCENT TASSONE
 Owner Address: 1801 N. SALINA ST.
 Owner City,St,Zip: SYRACUSE, NY 13208
 Owner Telephone: (315) 478-2995
 Owner Type: Corporate/Commercial
 Owner Subtype: Not reported
 Mailing Name: VINCENT TASSONE
 Mailing Address: 1801 N. SALINA ST.
 Mailing Address 2: Not reported
 Mailing City,St,Zip: SYRACUSE, NY 13208
 Mailing Contact: Not reported
 Mailing Telephone: (315) 478-2995
 Owner Mark: First Owner
 Facility Status: 2 - Unregulated by PBS (the total capacity is less than 1,101 gallons) and Subpart 360-14.
 Facility Addr2: Not reported
 SWIS ID: 3115
 Old PBS Number: Not reported
 Facility Type: RETAIL GASOLINE SALES
 Inspected Date: Not reported
 Inspector: Not reported
 Inspection Result: Not reported
 Federal ID: Not reported
 Certification Flag: False
 Certification Date: 07/08/1997
 Expiration Date: 06/05/2002

MAP FINDINGS

TASSONE'S NORTH (Continued) U000387498

Renewal Flag: False
 Renewal Date: Not reported
 Total Capacity: 0
 FAMT: True
 Facility Screen: No Missing Data
 Owner Screen: No Missing Data
 Tank Screen: 0
 Dead Letter: False
 CBS Number: Not reported
 Town or City: SYRACUSE (C)
 County Code: 31
 Town or City: 15
 Region: 7
 Tank Id: 001
 Tank Location: UNDERGROUND
 Tank Status: Closed Before April 1, 1991
 Install Date: Not reported
 Capacity (gals): 6000
 Product Stored: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: Vapor Well
 Overfill Prot: Product Level Gauge
 Dispenser: Submersible
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: False
 Lat/long: Not reported

Tank Id: 002
 Tank Location: UNDERGROUND
 Tank Status: Closed Before April 1, 1991
 Install Date: Not reported
 Capacity (gals): 4000
 Product Stored: UNLEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: Vapor Well
 Overfill Prot: Product Level Gauge

MAP FINDINGS

TASSONE'S NORTH (Continued) U000387498

Dispenser: Submersible
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: False
 Lat/long: Not reported

Tank Id: 003
 Tank Location: UNDERGROUND
 Tank Status: Closed Before April 1, 1991
 Install Date: Not reported
 Capacity (gals): 4000
 Product Stored: LEADED GASOLINE
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: Vapor Well
 Overfill Prot: Product Level Gauge
 Dispenser: Submersible
 Date Tested: Not reported
 Next Test Date: Not reported
 Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: False
 Lat/long: Not reported

Tank Id: 004
 Tank Location: UNDERGROUND
 Tank Status: Closed Before April 1, 1991
 Install Date: Not reported
 Capacity (gals): 4000
 Product Stored: DIESEL
 Tank Type: Steel/carbon steel
 Tank Internal: Epoxy Liner
 Tank External: Not reported
 Pipe Location: Not reported
 Pipe Type: GALVANIZED STEEL
 Pipe Internal: Not reported
 Pipe External: Not reported
 Second Containment: None
 Leak Detection: Vapor Well
 Overfill Prot: Product Level Gauge
 Dispenser: Submersible
 Date Tested: Not reported
 Next Test Date: Not reported

MAP FINDINGS

TASSONE'S NORTH (Continued) U000387498

Missing Data for Tank: Minor Data Missing
 Date Closed: Not reported
 Test Method: Not reported
 Deleted: False
 Updated: False
 Lat/long: Not reported

SPILLS:

Facility ID: 9803225
 Facility Type: ER
 DER Facility ID: 72803
 Site ID: 78211
 DEC Region: 7
 Spill Date: 1998-06-09
 Spill Number/Closed Date: 9803225 / 2009-01-14
 Spill Cause: Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1998-06-09
 CID: 999
 Water Affected: Not reported
 Spill Source: Gasoline Station or other PBS Facility
 Spill Notifier: DEC
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: 1998-06-09
 Recommended Penalty: False
 UST Trust: True
 Remediation Phase: 0
 Date Entered In Computer: 1998-06-12
 Spill Record Last Update: 2009-01-14
 Spiller Name: VINCENT TASSONE
 Spiller Address: 1801 NORTH SALINA ST
 Spiller City,St,Zip: SYRACUSE, NY 13208
 Spiller Company: 001
 Contact Name: VINCENT TASSONE
 Contact Phone: (315) 478-2995
 DEC Memo: *Prior to Sept, 2004 data translation this spill_Lead_DEC Field was CM *

Remarks: *TANK REMOVAL OF 4 UST. *

Material:

Tank Test:

Map ID
Direction
Distance
Elevation

MAP FINDINGS

74
ENE
1/4-1/2
0.272 mi.
1344 ft.

Relative:
Higher

Actual:
410 ft.

MC MILLAN CANDLE CO
WOLF STREET
SYRACUSE, NY

NY LTANKS S101008545
N/A

Database(s) EPA ID Number

LTANKS:
Site ID: 98911
Spill Number/Closed Date: 9700151 / 1997-10-30
Spill Date: 1997-02-13
Spill Cause: Tank Overfill
Spill Source: Commercial/Industrial
Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
Cleanup Ceased: Not reported
Cleanup Meets Standard: False
SWIS: 3400
Investigator: CFMANNES
Referred To: Not reported
Reported to Dept: 1997-04-01
CID: 369
Water Affected: Not reported
Spill Notifier: Responsible Party
Last Inspection: Not reported
Recommended Penalty: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1997-04-03
Spill Record Last Update: 1997-04-03
Spiller Name: KELLEY M ONEILL
Spiller Company: MACK-MILLER
Spiller Address: 7851 MALTAGE DRIVE 2
Spiller City,St,Zip: LIVERPOOL, NY 13090-001
Spiller Contact: KELLEY ONEILL
Spiller Phone: (315) 622-9790
Spiller Extension: Not reported
DEC Region: Not reported
DER Facility ID: 169041
DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM *
Remarks: *TANK REMOVAL CLOSURE, 20K TANK REMOVED*

Material:

Tank Test:

75
NW
1/4-1/2
0.289 mi.
1324 ft.

Relative:
Lower

Actual:
372 ft.

OIL CITY/CAROUSEL CENTER - SITE 4
CAROUSEL CENTER DRIVE
SYRACUSE, NY 13204

NY BROWNFIELDS S102963401
NY Spills N/A

Database(s) EPA ID Number

BROWNFIELDS:
Program: BCP
Site Code: 450305
Acres: 30.51
HW Code: C734132

Map ID
Direction
Distance
Elevation

MAP FINDINGS

OIL CITY/CAROUSEL CENTER - SITE 4 (Continued) S102963401

SWIS:
Town:
Record Added Date:
Record Updated Date:
Update By:
Site Description:

3415
Syracuse (c)
06/10/2011
03/21/2016
HDWARNER
Location: Destiny USA BCP Site 4 is located in an urban area of Onondaga County at 1 Carousel Center Drive in the City of Syracuse. The site occupies an area of approximately 30.51 acres in the western portion of the lands generally referred to as Destiny USA, west of Hiawatha Boulevard. Site 4 located west of Carousel Center/Destiny USA and is bounded by: Interstate 81 to the north; Destiny BCP Site 3 (C734131) to the northeast; Onondaga Lake to the west and the NYS Barge Canal to the south. Site 4 is located within the overall boundaries of the Destiny Project Area which is generally bounded by: Interstate 81 to the north and northeast; Onondaga Lake to the north and northwest; and the NYS Barge Canal to the west and southwest, and Bear Street to the south and southeast. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The site currently consists of various surface paved features used for Carousel Center/Destiny USA parking, vehicle driveways, and sidewalks into Carousel Center/Destiny USA Current Zoning/Use The site is currently active and is zoned for industrial use. Land uses surrounding the site generally consist of business districts with mixed commercial and industrial properties to the north, east, and west. Carousel Center/Destiny USA is located to the east and the Onondaga County Metropolitan Sewage Treatment Plant is located across the Barge Canal to the south. The site is currently zoned as commercial Historical Uses: Prior to 1989, a portion of Amerasia Hess Petroleum Tank Farm and Marley Scrap was located in the area of the Site 4. Prior uses that appear to have led to site contamination include disposal of PCB-contaminated electrical equipment, disposal of Allied Chemical alkali waste (Solvay waste), disposal of contaminated scrap metal and solvents, and oil storage in above ground storage tanks and below ground pipelines. During construction of the adjacent Carousel Center in 1989-1990, contaminated soils were graded and spread throughout the Carousel Center site, including Site 4, and a slurry wall was constructed around Carousel Center to maintain hydraulic control under the mall. In 1990, Hess above ground storage tanks were decommissioned and removed. In 1992, the Amerasia Hess groundwater collection trench was installed in the southeastern portion of Site 4. Site Geology: Site 4 is located in a former area of extensive natural shoreline and lowland deposits consisting of marl and organic vegetation. Soils underlying Site 4 consist of up to 30 feet of highly variable fill containing Solvay waste, C&P debris, metal salvage material and miscellaneous debris (wood, glass, brick, etc.). The fill is underlain by native deposits of sand, silt and gravel, with bedrock occurring at approximately 200 feet below ground surface. Groundwater beneath Site 4 flows in a westerly direction towards the NYS Barge Canal located approximately 400 feet west of the site. The Barge Canal flows into Onondaga Lake approximately 700 feet downgradient. Depth to groundwater at the site is approximately 6 feet below ground surface. The Remedial Investigation Work Plan is currently under review. Information will be updated once the investigation is complete and the Remedial Investigation Report is approved. The NYSDOH will evaluate the potential for impacts to public health

Env Problem:

Health Problem:

Map ID
Direction
Distance
Elevation

MAP FINDINGS

OIL CITY/CAROUSEL CENTER - SITE 4 (Continued) S102963401

SPILLS:

Facility ID: 0704196
Facility Type: ER
DER Facility ID: 333708
Site ID: 384294
DEC Region: 7
Spill Date: 2007-07-13
Spill Number/Closed Date: 0704196 / 2009-02-18
Spill Cause: Deliberate
Spill Class: Known release that creates potential for fire or hazard. DEC Response.
Cleanup Ceased: Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: kckemp
Referred To: Not reported
Reported to Dept: 2007-07-13
CID: 404
Water Affected: Not reported
Spill Source: Passenger Vehicle
Spill Notifier: Fire Department
Cleanup Ceased: 2007-10-01
Cleanup Meets Std: False
Last Inspection: 2007-07-13
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2007-07-13
Spill Record Last Update: 2009-02-18
Spiller Name: FRANK LASALA
Spiller Company: GREEN HOMES AMERICA BY ENTHERM
Spiller Address: 801 HIAWATHA BLVD
Spiller City,St,Zip: SYRACUSE, NY 13206
Spiller Company: 999
Contact Name: DISPATCHER JOANNE
Contact Phone: (315) 435-8884
DEC Memo: *Cianbro construction employee reports that she observed person unloading recycling bins from rear of SUV and pouring oil like substance from containers onto ground. SPD and SFD called. SYR PD DR # - 07-321890 SYR FD DI # - 07-10087 SYR FD Hazmat had bagged containers, debris, and supplies used in two large garbage bags. SYR FD states oil tested positive for PCB's. On arrival with RSE Brazell, note two persons in back seat of police car (1st approx 50 years old, 2nd approx 10 yrs old). SYR PD Officer states occupants removed light ballasts from dumpster at Green Homes by Enterm, 801 Hiawatha Blvd East, Syracuse NY 13208, and were pouring oil form ballasts onto ground so they could sell scrap metals to Roth Steel. SYR PD took subjects to verify dumpster location materials were removed from. Op-tech called to overpack materials, sample for PCB oil content, and hold for DLE investigation. ECO Head and LI Masucca called. SYR PD released subjects and left scene before any info obtained. Will secure copy of DR 07-321890 to obtain info. 7/16/2007 - HazMat PIN issued and incident reviewed with LI, Valadez and ECO Head. 8/1/2007 - Analytical in - >500 ppm PCB detected, EPA ID# obtained (see eDocs). DLE and RSE Brazell advised. *
Remarks: *LIGHT BALLIST BURNED AND HAS A LOW CONCENTRATION OF PCB'S OUTSIDE

Map ID
Direction
Distance
Elevation

MAP FINDINGS

OIL CITY/CAROUSEL CENTER - SITE 4 (Continued) S102963401

Material:

Site ID: 384294
Operable Unit ID: 1141604
Operable Unit: 01
Material ID: 2131816
Material Code: 0017A
Material Name: PCB oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 1.00
Units: Gallons
Recovered: 1.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 0704196
Facility Type: ER
DER Facility ID: 333708
Site ID: 384294
DEC Region: 7
Spill Date: 2007-07-13
Spill Number/Closed Date: 0704196 / 2009-02-18
Spill Cause: Deliberate
Spill Class: Known release that creates potential for fire or hazard. DEC Response.
Cleanup Ceased: Willing Responsible Party. Corrective action taken.
SWIS: 3415
Investigator: kckemp
Referred To: Not reported
Reported to Dept: 2007-07-13
CID: 404
Water Affected: Not reported
Spill Source: Passenger Vehicle
Spill Notifier: Fire Department
Cleanup Ceased: 2007-10-01
Cleanup Meets Std: False
Last Inspection: 2007-07-13
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2007-07-13
Spill Record Last Update: 2009-02-18
Spiller Name: CARL AUSTIN
Spiller Company: CARL AUSTIN
Spiller Address: 1113 CARBON ST
Spiller City,St,Zip: SYRACUSE, NY 13208
Spiller Company: 999
Contact Name: DISPATCHER JOANNE
Contact Phone: (315) 435-8884
DEC Memo: *Cianbro construction employee reports that she observed person unloading recycling bins from rear of SUV and pouring oil like substance from containers onto ground. SPD and SFD called. SYR PD DR

OIL CITY/CAROUSEL CENTER - SITE 4 (Continued) S102963401

- 07-321890 SYR FD DI # - 07-10087 Syr FD Hazmat had bagged containers, debris, and supplies used in two large garbage bags. Syr FD states oil tested positive for PCB's. On arrival with RSE Brazell, note two persons in back seat of police car (1st approx 50 years old, 2nd approx 10 yrs old). Syr PD Officer states occupants removed light ballasts from dumpster at Green Homes by Entherm, 801 Hiawatha Blvd East., Syracuse NY 13208, and were pouring oil form ballasts onto ground so they could sell scrap metals to Roth Steel. Syr PD took subjects to verify dumpster location materials were removed from. Op-tech called to overpack materials, sample for PCB oil content, and hold for DLE investigation. ECO Head and Lt Masuicca called. Syr PD released subjects and left scene before any info obtained. Will secure copy of DR 07-321890 to obtain info. 7/16/2007 - HazMat PIN issued and incident reviewed with Lt. Valadez and ECO Head. 8/1/2007 - Analytical in - >500 ppm PCB detected, EPA ID# obtained (see #0203). DLE and RSE Brazell advised. "LIGHT BALLIST BURNED AND HAS A LOW CONCENTRATION OF PCB'S OUTSIDE MALL IN PARKING LOT (ACCESS ROAD) FIRE DEPARTMETN ON SCENE REQUESTING CALL FROM DEC REP"

Material:
Site ID: 384294
Operable Unit ID: 1141604
Operable Unit: 01
Material ID: 2131816
Material Code: 0017A
Material Name: PCB oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 1.00
Units: Gallons
Recovered: 1.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

Facility ID: 9710261
Facility Type: ER
DER Facility ID: 261732
Site ID: 324921
DEC Region: 7
Spill Date: 1997-12-06
Spill Number/Closed Date: 9710261 / 1998-04-07
Spill Cause: Traffic Accident
Spill Class: Known release that creates a file or hazard. DEC Response. Unknown
Responsible Party: Corrective action taken. (ISF)
SWIS: 3415
Investigator: HDWARNER
Referred To: Not reported
Reported to Dept: 1907-12-06
CID: 365
Water Affected: Not reported
Spill Source: Commercial Vehicle
Spill Notifier: Fire Department
Cleanup Ceased: 1997-12-15

OIL CITY/CAROUSEL CENTER - SITE 4 (Continued) S102963401

Cleanup Meets Std: True
Last Inspection: 1997-12-06
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1997-12-06
Spill Record Last Update: 2001-06-19
Spiller Name: Not reported
Spiller Company: UNKNOWIN
Spiller Address: Not reported
Spiller City,St,Zip: NY
Spiller Company: 999
Contact Name: DISTRICT CHIEF KILLIAN
Contact Phone: (315) 447-6270
DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was HW"
Remarks: "female subj hit a curb or something & ruptured a tank - they need a call back from dec to (315)447-6270 for district chief killian"

Material:

Tank Test:

N76 SE OIL CITY, SOLAR STREET NY LTANKS S100129460
1/4-1/2 OIL CITY, SOLAR STREET SYRACUSE, NY N/A
0.318 mi. Site 1 of 2 in cluster N

Relative: Higher
Actual: 377 ft.
LTANKS:
Site ID: 296578
Spill Number/Closed Date: 8710846 / 1988-09-06
Spill Date: 1988-03-28
Spill Cause: Tank Test Failure
Spill Source: Major Facility (MOSF) > 400,000 gal
Spill Class: Not reported
Cleanup Ceased: 1988-09-06
Cleanup Meets Standard: True
SWIS: 3415
Investigator: AJMARSCH
Referred To: Not reported
Reported to Dept: 1988-03-28
CID: Not reported
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
UST Involvement: True
Remediation Phase: 0
Date Entered In Computer: 1988-04-06
Spill Record Last Update: 1988-11-07
Spiller Name: Not reported
Spiller Company: MOBIL OIL
Spiller Address: Not reported
Spiller City,St,Zip: ZZ
Spiller County: 999
Spiller Contact: Not reported

MOBIL OIL SOLAR (Continued) S100129460

Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 7
DER Facility ID: 101270
DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was JM 08/29/88: TANK WAS RETESTED AND PASSED. (SEE TEST RESULTS). "6000 GAL TANK FAILED PETRO TITE SYSTEM TEST -0.144GPH EXCAVATE, ISOLATE, AND RETEST."

Material:
Site ID: 296578
Operable Unit ID: 915605
Operable Unit: 01
Material ID: 462599
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

N77 SE OIL CITY/CAROUSEL CENTER - SITE 8 NY BROWNFIELDS S116041495
300 BEAR STREET WEST SYRACUSE, NY 13204 N/A
0.318 mi. Site 2 of 2 in cluster N

Relative: Lower
Actual: 376 ft.
BROWNFIELDS:
Program: BCP
Site Code: 450313
Acres: 6.5
HW Code: C734136
SWIS: 3415
Town: Syracuse (c)
Record Added Date: 06/10/2011
Record Updated Date: 03/21/2016
Update By: HDWARNER
Site Description: Location: The Oil City/Carousel Center Site 8 is located in an urban area of Onondaga County at 300 Bear Street West. The site occupies an area of approximately 6.5 acres in the southeast portion of the lands generally referred to as Oil City, south of Hiawatha Boulevard. Site 8 is located between the NYS Barge Canal and Solar St. and is bounded to the southeast by Bear Street and to the northeast by BCP Site 6 (C734134). Site 8 is located within the overall boundaries of the Destiny Project Area which and is generally bounded by: Interstate 81 to the north and northeast; Hiawatha Street to the north and northwest; and the NYS Barge Canal to the west and southwest, and Bear Street to the south and southeast. The Destiny Project Area consists of eight additional contiguous BCP sites. Site Features: The site originally consisted of a large vegetated, contaminated soil stockpile and associated stormwater protection structures (swales and

OIL CITY/CAROUSEL CENTER - SITE 8 (Continued) S116041495

detention basins). Approximately 88,000 cubic yards of contaminated soil excavated from the Destiny USA mall expansion (NYSDEC BCP Site No. C734104) were stockpiled on Site 8. In April 2014, Destiny agreed not to pursue BCP tax credit for removal of this soil from the site. Portions of the NYS Barge Canal Lands and Solar Street (0.9 acres total) are also included in this site. Current Zoning/Use: The site is currently inactive and is zoned for industrial use. Land uses surrounding the site generally consist of business districts and mixed residential property located approximately 1/2 mile to the northeast. Historical Uses: The majority of the property was used as an oil storage tank farm for Mobil Oil. Prior uses that appear to have led to site contamination include: oil storage in above ground storage tanks and below ground pipelines. On July 18, 2011, the Department signed the Brownfield Cleanup Agreement for the site, the effective date of which is June 28, 2005. The Applicant has submitted a Remedial Investigation Work Plan. This document is available for public review in the document repository for this Site. These documents relate to the activities described above. Site Geology: Surface deposits at Site 8 consist of imported fill materials composed of silt, sand, and clay, intermixed with laundry slag. Underlying the fill are the truly native soil or unconsolidated deposits that were present at and beneath the ground surface prior to development of the area. These included salt marsh deposits, including marl, shells, and peat (often referred to as boring logs as organic); Deltaic sand and gravel; Lacustrine (Lake) silt and clay deposits that can vary from approximately 40 to almost 200 feet in thickness; glacial outwash deposits that vary from less than 20 feet to more than 130 feet; and a relatively thin (8 to 30 feet) glacial till deposit consisting of a heterogeneous mixture of silt, sand, gravel, and cobbles. Bedrock, consisting of weathered shale, is found at depths greater than 100 feet. Groundwater beneath the sites flows in a southwesterly direction towards the NYS Barge Canal. The Barge Canal flows into Onondaga Lake approximately 900 feet downgradient. Depth to groundwater across the site is fairly shallow, ranging in depth from approximately 0.5 to 8 feet below ground surface. Analytical results from the Remedial Investigation are currently under review. Results will be made available once the Remedial Investigation report is submitted and approved. The NYSDOH will evaluate the potential for impacts to public health from exposure to site-related contaminants once sufficient information from the investigation of the site becomes available for review.

Env Problem:

Health Problem:

78 SSE CONWAY EASTERN NY LTANKS S100158187
1/4-1/2 BEAR STREET SYRACUSE, NY N/A
0.320 mi. 1689 ft.

Relative: Lower
Actual: 374 ft.
LTANKS:
Site ID: 145551
Spill Number/Closed Date: 8706264 / 1987-12-07
Spill Date: 1987-10-23
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: Not reported
Cleanup Ceased: 1987-12-07
Cleanup Meets Standard: True
SWIS: 3415

MAP FINDINGS

CONWAY EASTERN (Continued)

S100158187

Investigator: A.MARSCH
 Referred To: Not reported
 Reported to Dept: 1987-10-24
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1987-10-27
 Spill Record Last Update: 1988-01-14
 Spiller Name: Not reported
 Spiller Company: CONWAY EASTERN
 Spiller Address: Not reported
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 124022
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM // : TANK WAS RETESTED IN MID NOVEMBER AND PASSED. // : WILL PUMP OUT TANKS."
 Remarks: "FAILURE RATE OF .247 GPH."

Material:
 Site ID: 145551
 Operable Unit ID: 912298
 Operable Unit: 01
 Material ID: 465285
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

079 SCOTTSMAN PRESS NY LTANKS S100130546
 ESE OIL CITY 250 BEAR ST W N/A
 1/4-1/2 SYRACUSE, NY
 0.326 mi. Site 1 of 2 in cluster O
 1734 ft. Relative: LTANKS:
 Higher Site ID: 98668
 Spill Number/Closed Date: 9008413 / 1991-01-13
 Spill Date: 1990-11-01
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial

MAP FINDINGS

SCOTTSMAN PRESS (Continued)

S100130546

Spill Class: Not reported
 Cleanup Ceased: 1991-01-09
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1990-11-01
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-11-26
 Spill Record Last Update: 1991-02-13
 Spiller Name: Not reported
 Spiller Company: SCOTTSMAN PRESS
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 87755
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 021391: SEE SPILL # 9009681."
 Remarks: "TANK TEST FAILURE"

Material:
 Site ID: 98668
 Operable Unit ID: 945616
 Operable Unit: 01
 Material ID: 432242
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

81 NIMO, HIAWATHA GAS NY HSWDS S108146963
 SW HIAWATHA BLVD. N/A
 1/4-1/2 SYRACUSE, NY 13202
 0.334 mi. Relative: HSWDS:
 Lower Facility ID: Not reported
 371 ft. Region: 7
 Actual: Facility Status: Unknown
 Owner Type: Publ Utily
 Owner: Niagara Mohawk
 Owner Address: 300 Erie Blvd. West
 Owner Phone: (315)474-1511
 Operator Type: Publ Utily
 Operator: Unknown
 Operator Phone: Unknown
 EPA ID: NYD980664213
 Registry: Not on NYS Registry of Inactive Haz Waste Disposal Sites
 Registry Site ID: None
 RCRA Permitted: Unknown
 Site Code: Coal Gasification Plant
 Owner City State: Syracuse
 Operator City State: Not reported
 Quadrangle: Syracuse West
 Latitude: 43 03 51 N
 Longitude: 76 10 30 W
 Acres: 0.00
 Operator Date: 1849
 Close Date: 1930's
 Completed: PA
 Active: Unknown
 PCB's Disposed: Unknown
 Pesticides Disposed: Unknown
 Metals Disposed: Yes
 Asbestos Disposed: Unknown
 Volatile Organic Compounds Disposed: Unknown
 Semi Volatile Organic Compounds Disposed: Unknown
 Analytical Info Exists for Air: Not reported
 Analytical Info Exists for Ground: Not reported
 Analytical Info Exists for Surface: Not reported
 Analytical Info Exists for Sediments: Not reported
 Analytical Info Exists for Surface Soil: Not reported
 Analytical Info Exists for Substance: Not reported
 Analytical Info Exists for Waste: Not reported
 Analytical Info Exists for Leachate: Not reported
 Analytical Info Exists for EP Toxicity: Not reported
 Analytical Info Exists for TCLP: Not reported
 Threat to Environment/Public Health: Environmental/Public
 Surface Water Contamination: Unknown
 Surface Water Body Class: Unknown

MAP FINDINGS

080 SCOTTSMAN PRESS NY LTANKS S104074526
 ESE OIL CITY 250 BEAR ST N/A
 1/4-1/2 SYRACUSE, NY
 0.326 mi. Site 2 of 2 in cluster O
 1734 ft. Relative: LTANKS:
 Higher Site ID: 150241
 Spill Number/Closed Date: 9009681 / 1991-01-09
 Spill Date: 1990-12-05
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1991-01-09
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1990-12-05
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1990-12-11
 Spill Record Last Update: 1992-06-15
 Spiller Name: Not reported
 Spiller Company: JOHN BADOUR-SCOTTSMAN PRES
 Spiller Address: 250 BEAR ST WEST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 127764
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 0110991: TANK REMOVED FROM SERVICE IN VERY POOR CONDITION. CONTAMINATED SOIL IN TANK PIT PLUME HAS MIGRATED UNDER BLDG. NO PRODUCT MOVING OFFSITE. REMEDIATION IN THE FUTURE MAY BE REQUIRED WHEN MORE FEASIBLE."
 Remarks: "CONTAMINATED SOIL FOUND DURING TANK REMOVAL."

Material:
 Site ID: 150241
 Operable Unit ID: 946703
 Operable Unit: 01
 Material ID: 429882
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 20.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported

MAP FINDINGS

SCOTTSMAN PRESS (Continued)

S104074526

Oxygenate: Not reported

Tank Test:

81 NIMO, HIAWATHA GAS NY HSWDS S108146963
 SW HIAWATHA BLVD. N/A
 1/4-1/2 SYRACUSE, NY 13202
 0.334 mi. Relative: HSWDS:
 Lower Facility ID: Not reported
 371 ft. Region: 7
 Actual: Facility Status: Unknown
 Owner Type: Publ Utily
 Owner: Niagara Mohawk
 Owner Address: 300 Erie Blvd. West
 Owner Phone: (315)474-1511
 Operator Type: Publ Utily
 Operator: Unknown
 Operator Phone: Unknown
 EPA ID: NYD980664213
 Registry: Not on NYS Registry of Inactive Haz Waste Disposal Sites
 Registry Site ID: None
 RCRA Permitted: Unknown
 Site Code: Coal Gasification Plant
 Owner City State: Syracuse
 Operator City State: Not reported
 Quadrangle: Syracuse West
 Latitude: 43 03 51 N
 Longitude: 76 10 30 W
 Acres: 0.00
 Operator Date: 1849
 Close Date: 1930's
 Completed: PA
 Active: Unknown
 PCB's Disposed: Unknown
 Pesticides Disposed: Unknown
 Metals Disposed: Yes
 Asbestos Disposed: Unknown
 Volatile Organic Compounds Disposed: Unknown
 Semi Volatile Organic Compounds Disposed: Unknown
 Analytical Info Exists for Air: Not reported
 Analytical Info Exists for Ground: Not reported
 Analytical Info Exists for Surface: Not reported
 Analytical Info Exists for Sediments: Not reported
 Analytical Info Exists for Surface Soil: Not reported
 Analytical Info Exists for Substance: Not reported
 Analytical Info Exists for Waste: Not reported
 Analytical Info Exists for Leachate: Not reported
 Analytical Info Exists for EP Toxicity: Not reported
 Analytical Info Exists for TCLP: Not reported
 Threat to Environment/Public Health: Environmental/Public
 Surface Water Contamination: Unknown
 Surface Water Body Class: Unknown

MAP FINDINGS

NIMO, HIAWATHA GAS (Continued)

S108146963

Groundwater Contamination: Unknown
 Groundwater Classification: Unknown
 Drinking Water Contamination: Unknown
 Any Known Fish or Wildlife: Unknown
 Hazardous Exposure: Unknown
 Site Has Controlled Access: Yes
 Ambient Air Contamination: No
 Direct Contact: No
 EPA Hazardous Ranking System Score: Unknown
 Inventory: F
 Nefrap: Not reported
 Mailing: Not reported
 Tax Map No: Not reported
 Qualify: 0
 Next Action: Not reported
 Agencies: Not reported
 Air: Not reported
 Building: Not reported
 Site Desc: Not reported
 Drink: Not reported
 Eptoc: Not reported
 Fish: Not reported
 Ground: Not reported
 Ground Desc: Not reported
 Hazardous Threat: Not reported
 Haz Threat Desc: Not reported
 Leachate: Not reported
 Preparer: Not reported
 Sediment: Not reported
 Soil: Not reported
 Surface: Not reported
 Status: Not reported
 Surface Soil: Not reported
 Surface: Not reported
 TCLP: Not reported
 Waste: Not reported

MAP FINDINGS

PARK STREET (Continued)

S105054727

CID: 270
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2001-04-25
 Spill Record Last Update: 2003-11-05
 Spiller Name: SAME
 Spiller Company: RICHARD SANDS
 Spiller Address: 703 BARTLEY CHESTER RD
 Spiller City,St,Zip: FLANDERS, NJ
 Spiller County: 001
 Spiller Contact: CALLER
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 247262
 DEC Memo: "Prior to Sept, 2004 data translation this spill_Lead_DEC Field was CM"
 Remarks: "contaminated soil discovered from tank removal"

Material:
 Site ID: 306115
 Operable Unit ID: 837877
 Operable Unit: 01
 Material ID: 536675
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

82 PARK STREET NY LTANKS S105054727
 NNE 2019 PARK ST N/A
 SYRACUSE, NY

1/4-1/2
 0.346 mi.
 1827 ft.

Relative:
 Higher

LTANKS:
 Site ID: 306115
 Spill Number/Closed Date: 0100961 / 2003-11-05
 Spill Date: 2001-04-25
 Spill Cause: Tank Failure
 Spill Source: Private Dwelling
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2001-04-25

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Tank Test:

83 CON-WAY EASTERN EXPRESS NY LTANKS S102666876
 East 121 BEAR ST N/A
 SYRACUSE, NY

1/4-1/2
 0.352 mi.
 1856 ft.

Relative:
 Higher

LTANKS:
 Site ID: 319911
 Spill Number/Closed Date: 9204453 / 1992-09-30
 Spill Date: 1992-07-17
 Spill Cause: Tank Overflow
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1992-09-30
 Cleanup Meets Standard: True

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MAP FINDINGS

CON-WAY EASTERN EXPRESS (Continued)

S102666876

SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1992-07-17
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1992-07-17
 Spill Record Last Update: 1993-03-22
 Spiller Name: Not reported
 Spiller Company: CON-WAY EASTERN EXPRESS
 Spiller Address: 121 BEAR STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 257752
 DEC Memo: "Prior to Sept, 2004 data translation this spill_Lead_DEC Field was MN 09/28/95: This is additional information about material spilled from the translation of the old spill file: CONTAMINATED SOIL."
 Remarks: "TANK REMOVAL. CONTAMINATED SOIL FOUND AT FILL UP AREA. SOIL STAGED BY ENVIRONMENTAL PRODUCTS AND SVCS."

Material:
 Site ID: 319911
 Operable Unit ID: 968178
 Operable Unit: 01
 Material ID: 412176
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 319912
 Spill Number/Closed Date: 9613701 / 1997-02-21
 Spill Date: 1997-02-21
 Spill Cause: Tank Overflow
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
 Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False

TC04679424.2r Page 537

MAP FINDINGS

CON-WAY EASTERN EXPRESS (Continued)

S102666876

SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1997-02-21
 CID: 270
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-02-21
 Spill Record Last Update: 1997-03-25
 Spiller Name: DAVID
 Spiller Company: GRIFFITH ENERGY
 Spiller Address: 275 MCKEE RD
 Spiller City,St,Zip: ROCHESTER, NY 13676-
 Spiller County: 001
 Spiller Contact: AL
 Spiller Phone: (315) 466-1046
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 257752
 DEC Memo: "Prior to Sept, 2004 data translation this spill_Lead_DEC Field was CM"
 Remarks: "DRIVER OVERFILLED THE TANK"

Material:
 Site ID: 319912
 Operable Unit ID: 1045119
 Operable Unit: 01
 Material ID: 338806
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 20.00
 Units: Gallons
 Recovered: 20.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Site ID: 319913
 Spill Number/Closed Date: 9707371 / 1997-09-30
 Spill Date: 1997-09-23
 Spill Cause: Tank Overflow
 Spill Source: Commercial/Industrial
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415

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MAP FINDINGS

CON-WAY EASTERN EXPRESS (Continued)

S10266676

Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1997-09-23
 CID: 297
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-09-23
 Spill Record Last Update: 1997-09-23
 Spiller Name: DAVE KINGSLEY
 Spiller Company: GRIFFITH ENERGY
 Spiller Address: 275 MCKEE RD
 Spiller City,St,Zip: ROCHESTER, NY 14611-001
 Spiller Contact: AL
 Spiller Phone: (315) 466-1046
 Spiller Extension: Not reported
 DEC Region: Not reported
 DER Facility ID: 257752
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM"
 Remarks: "DRIVER OVERFILLED AN ABOVE GROUND TANK - ENVIRONMENTAL PRODUCTS AND SERVICES ENROUTE FOR CLEANUP"

Material:

Tank Test:

P84 NE 1/4-1/2 0.355 mi. 1872 ft.

BODOWS RECYCLING
 1925 PARK STREET
 SYRACUSE, NY

NY LTANKS S102234001
 N/A

Site 1 of 2 in cluster P

Relative: Higher

LTANKS:

Site ID: 328738
 Spill Number/Closed Date: 9604282 / 1997-08-29
 Spill Date: 1996-06-28
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release that creates potential for fire or hazard. DEC Response. Unable/unwilling Responsible Party. Corrective action taken. (ISR)
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1996-06-28
 CID: 266
 Water Affected: Not reported
 Spill Notifier: Affected Persons
 Last Inspection: 1996-06-28
 Recommended Penalty: False

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MAP FINDINGS

BODOWS RECYCLING (Continued)

S102234001

UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1996-06-28
 Spill Record Last Update: 1997-11-24
 Spiller Name: Not reported
 Spiller Company: BODOWS RECYCLING
 Spiller Address: 1925 PARK STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: Not reported
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 264567
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 06/28/96: 9:30 PM ARRIVED ON SCENE @ 1925 PARK ST - BODOW RECYCLING INC. OBSERVED 9 FUEL OIL TANKS STREWN ALONG THE CURB, PRODUCT ON THE ROAD AND IN THE STORM DRAIN. 10:10 SPOKE W/ RSE BRAZELL. INFORMED HIM OF THE SITUATION THAT I WAS GOING TO HIRE A CONTRACTOR TO MOP UP THE SPILL. PUMP OUT THE CATCH BASIN AND TO SECURE THE TANKS AND TO CALL INVESTIGATOR MASUICCA. 10:20 SPOKE W/ STEVE READER FROM ACTION TECH. TO HAVE HIS CREW THERE THE NEXT MORNING. 10:25-35 ATTEMPTED TO CONTACT MASUICCA. NO CONTACT. 10:30 SPOKE WITH ANDREA KNOLLS - PRESIDENT OF BODOW. SHE NOTICED DRUMS IN AM OF 06/28/96 AND @ QUITTING TIME. THE TANKS WERE STILL THERE. SHE HAD A CALL IN TO HER PLANT MANAGER FOR ANY DETAILS. TOLD HER THAT THE DEC WAS GOING TO SECURE THE AREA AND TO CLEAN UP THE LEAKING TANKS. 06/29/96 7:00AM ACTION TECH. ON SCENE. 7:10AM DEC ON SCENE A.T. PERSONEL ON SCENE: TIM PIKE, DARRELL DAVE
 EQUIPMENT: SPEEDI-DRI, PADS, BOOMS, PLASTIC, VAC-TRUCK 8:15AM SPOKE W/ MASUICCA- WILL MEET MONDAY IN AM. 10:30AM LEFT SCENE A.T. AND DEC 06/30/96 RECEIVED MESSAGE AT RESIDENCE THAT ANDREA CALLED SHE WOULD LIKE TO MEET SOMETIME AFTER 9:00AM MONDAY. 07/01/96: ON SCENE W/ MASUICCA AND RESPONDER MATHEWS, JIM INTERVIEWED. ANDREA AND HER PLANT MANAGER- JOHN HRVNYK HAD RECEIVED PHONE INQUIRIES TO DISPOSE OF THE TANKS. THEY BELIEVE IT AGWAY HAD CALLED EARLIER IN THE WEEK TO DISPOSE OF THE TANKS AND SMALL ELECTRIC TRANSFORMERS AND MOTORS. AFTER FURTHER INVESTIGATION BY JIM MASUICCA. AGWAY HAD DROPPED THE TANKS OFF. BUT THERE IS CONFLICTING ARGUMENTS OF PERMISSION TO DROP OFF THE TANKS. 07/02/96 AFTER SPEAKING WITH JIM M. THE DETERMINATION HAS BEEN MADE THAT BODOW IS RESPONSIBLE FOR THE CLEANUP AND PAYMENT. 07/02/96 MET W/ ANDREA AND INFORMED HER OF HER RESPONSIBILITIES. REQUEST THAT SHE PROVIDE SPILLS A COPY OF THE DISPOSAL RECEIPTS FOR DRUMS AND THE TANKS. ALSO INFORMED TO CONTACT ACTION TECH. SO THEY CAN PAY THEM FOR THE WORK COMPLETED SO FAR OR SHE COULD REFUSE NOW BUT THE STATE WOULD END UP SENDING HER A BILL LATER ON. 07/02/96 STEVE READER FROM ACTION CALLED TO CONFIRM IT WAS OKAY TO REMOVE THE TANKS. ANDREA HAD CALLED STEVE TO MAKE ARRANGEMENTS.
 Remarks: "SPILLER HAS NUMEROUS 275 GALLON TANKS OUTSIDE OF BUILDING. MULTIPLE TANKS ARE LEAKING ALL OVER GROUND. CALLER CONCERNED ABOUT FIRE HAZARD AND SMELL. ANDREA KNOLLER FROM BODOW RECYCLING CALLED AT 2040. NINE 275 GALLON TANKS WERE DUMPED THERE WITHOUT BEING ACCEPTED BY SPILLER. AT MOST 10 GALLONS OF #2 FUEL OIL SPILLED ONTO PAVEMENT AND SOIL. FIRE DEPARTMENT ON SCENE FOR CLEAN UP. CALLER REQUEST CALL BACK (315) 422-2552."

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MAP FINDINGS

BODOWS RECYCLING (Continued)

S102234001

Material:
 Site ID: 328738
 Operable Unit ID: 1031942
 Operable Unit: 01
 Material ID: 350572
 Material Code: 0012A
 Material Name: kerosene
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 328738
 Operable Unit ID: 1031942
 Operable Unit: 01
 Material ID: 350571
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

P85 NE 1/4-1/2 0.359 mi. 1893 ft.

AUTOLAND
 2000 PARK ST
 SYRACUSE, NY

NY LTANKS S101103013
 N/A

Site 2 of 2 in cluster P

Relative: Higher

LTANKS:

Site ID: 297443
 Spill Number/Closed Date: 9402261 / 1996-07-09
 Spill Date: 1994-05-16
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: MENASH
 Referred To: Not reported
 Reported to Dept: 1994-05-16
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True

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MAP FINDINGS

AUTOLAND (Continued)

S101103013

Remediation Phase: 0
 Date Entered In Computer: 1994-05-16
 Spill Record Last Update: 1996-07-09
 Spiller Name: Not reported
 Spiller Company: AUTOLAND
 Spiller Address: Not reported
 Spiller City,St,Zip: ZZ
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 240651
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 09/29/95. This is additional information about material spilled from the translation of the old spill file: CONTAMINATED SOIL."
 Remarks: "FOUND CONTAMINATED SOIL DURING TANK REMOVAL. 4 K TANK. JAY SEITZ TO BE NOTIFIED. APPROXIMATELY 1 YD OF SOIL STAGED TO BE DISPOSED."

Material:
 Site ID: 297443
 Operable Unit ID: 959941
 Operable Unit: 01
 Material ID: 386003
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

86 East 1/4-1/2 0.367 mi. 1940 ft.

BRINKS
 BRINKS INC
 SYRACUSE, NY

NY LTANKS S101174659
 N/A

Relative: Higher

LTANKS:

Site ID: 314914
 Spill Number/Closed Date: 9403940 / 1994-09-20
 Spill Date: 1994-06-20
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: 1994-08-31
 Cleanup Meets Standard: True
 SWIS: 3400
 Investigator: DAQUJUST
 Referred To: Not reported
 Reported to Dept: 1994-06-20

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BRINKS (Continued) **S101174659**

CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: 1994-07-01
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1994-07-01
 Spill Record Last Update: 1994-09-20
 Spiller Name: Not reported
 Spiller Company: BRINKS
 Spiller Address: 2616 LODI ST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 253892
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was ID 0701914. SAMPLES RECEIVED 09/21/94. EVERYTHING BELOW GUIDANCE VALUES EXCEPT PYRENE. CONTAMINATED SOIL TAKEN TO LANDFILL. 09/20/94: SAMPLES RECEIVED 06/21/94. EVERYTHING BELOW GUIDANCE VALUES EXCEPT PYRENE. CONTAMINATED SOIL TAKEN TO LANDFILL. RECEIVED BILL OF LADEN FOR CONTAMINATED SOIL 09/31/94. *

Remarks: *DURING TANK REMOVAL SOME STAINED SOIL. TANK HAS SEVERAL PEN SIZE HOLES. SOIL WILL BE REMOVED AND SAMPLES TAKEN*

Material:
 Site ID: 314914
 Operable Unit ID: 1000869
 Operable Unit: 01
 Material ID: 384098
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Q87 **METROPOLITAN SYRACUSE WWTP** **NY SWFLF** **S103053359**
SW **650 HIAWATHA BLVD WEST** **NY LTANKS** **N/A**
114-112 **SYRACUSE, NY 13204** **NY CBS**
0.375 mi. **Site 1 of 3 in cluster Q** **NY CBS AST**
1980 ft. **Site 1 of 3 in cluster Q** **NY Spills**
Relative: **NY SPDES**
Lower **SWFLF:**
 Flag: INACTIVE
 Region Code: 7
 Phone Number: 3156891380

METROPOLITAN SYRACUSE WWTP (Continued) **S103053359**

Owner Name: Not reported
 Owner Type: Not reported
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: Not reported
 Owner Email: Not reported
 Owner Phone: Not reported
 Contact Name: C. Wesley Gregory; III
 Contact Address: 9289 Bonta Bridge Road
 Contact Addr2: Not reported
 Contact City,St,Zip: Jordan, NY 13080
 Contact Email: Not reported
 Contact Phone: 3154220525
 Activity Desc: Composting/other processing - biosolids/other
 Activity Number: [34U45]
 Active: No
 East Coordinate: 376815
 North Coordinate: 4789046
 Accuracy Code: 4.3 - Utilization of Digital Orthophoto Quads
 Regulatory Status: SAPA
 Waste Type: Biosolids
 Authorization #: 7-3115-00212/00015
 Authorization Date: 10/15/2008
 Expiration Date: 09/28/2013

LTANKS:

Site ID: 217158
 Spill Number/Closed Date: 9707719 / 2002-08-06
 Spill Date: 1997-09-30
 Spill Cause: Tank Test Failure
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1997-09-30
 CID: 252
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1997-09-30
 Spill Record Last Update: 2002-08-06
 Spiller Name: JOHN ELLIOTT
 Spiller Company: ONONDAGA CO METRO WWTP
 Spiller Address: 650 HIAWATHA BLVD WEST
 Spiller City,St,Zip: SYRACUSE, ZY
 Spiller County: 001
 Spiller Contact: JOHN ELLIOTT
 Spiller Phone: (315) 435-3451
 Spiller Extension: Not reported
 DEC Region: 7

METROPOLITAN SYRACUSE WWTP (Continued) **S103053359**

DER Facility ID: 179776
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM NO REPORT SUBMITTED*
 Remarks: *TREATMENT PLANT PLANS TO UNCOVER TANK FOR FURTHER INVESTIGATION*

Material:
 Tank Test:

Site ID: 101086
 Spill Number/Closed Date: 9506602 / 1996-01-01
 Spill Date: 1995-08-29
 Spill Cause: Tank Test Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-08-29
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Tank Tester
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1995-09-08
 Spill Record Last Update: 1996-12-04
 Spiller Name: Not reported
 Spiller Company: SYRACUSE METRO WWTP
 Spiller Address: 650 HIAWATHA BLVD. WEST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 179776
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM **
 Remarks: **

Material:
 Site ID: 101086
 Operable Unit ID: 1017348
 Operable Unit: 01
 Material ID: 364567
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00

METROPOLITAN SYRACUSE WWTP (Continued) **S103053359**

Units: Pounds
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

CBS:
 CBS Number: 7-000067
 Program Type: CBS
 Facility Status: Active
 Expiration Date: 06/20/2017
 DEC Region: 7
 UTMX: 404164.37042
 UTM Y: 4768723.51571

CBS AST:

CBS Number: 7-000067
 ICS Number: 0-027081
 PBS Number: 7-394335
 MOSF Number: Not reported
 SPDES Number: 0-027081
 Facility Status: IN SERVICE
 Facility Type: EF
 Telephone: (315) 435-3142
 Facility Town: SYRACUSE (C)
 Region: STATE
 Expiration Date: 06/20/2003
 Total Capacity of All Active Tanks(gal): 106000
 Operator: GERALD WILLIAMS
 Emergency Contact: METRO OPERATORS BOARD
 Emergency Phone: (315) 435-5037
 Owner Name: ONONDAGA COUNTY
 Owner Address: 650 HIAWATHA BLVD. WEST
 Owner City,St,Zip: SYRACUSE, NY 13204
 Owner Telephone: (315) 435-2260
 Owner Type: Local Government
 Owner Sub Type: Not reported
 Mail Name: ONONDAGA COUNTY DEPT. OF DRAINAGE & SANITATION
 Mail Contact Addr: 650 HIAWATHA BLVD WEST
 Mail Contact Addr2: Not reported
 Mail Contact Contact: RICHARD L. ELANDER, COMMISS.
 Mail Contact City,St,Zip: SYRACUSE, NY 13204-1194
 Mail Phone: (315) 435-2260

Tank ID: 528-3
 CAS Number: 7720787
 Federal ID: Not reported
 Tank Status: In Service
 Install Date: 12/99
 Tank Closed: Not reported
 Capacity (Gall): 20000
 Chemical: Ferrous sulfate
 Tank Location: Indoors, Aboveground
 Tank Type: Fiberglass coated steel

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Total Tanks: 8
 Tank Secret: False
 Tank Secondary Containment: 09
 Tank Error Status: No Missing Data
 Date Entered: 12/06/1999
 Certified Date: 06/15/2001
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None, None
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Double Walled Fiberglass
 Pipe Internal: None
 Pipe External: 00
 Pipe Flag: 00
 Leak Detection: 01
 Overfill Protection: 24
 Haz Percent: 9
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 03/12/2001

Tank Id: 527-2
 CAS Number: 7720787
 Federal ID: Not reported
 Tank Status: In Service
 Install Date: 12/99
 Tank Closed: Not reported
 Capacity (Gal): 20000
 Chemical: Ferrous sulfate
 Tank Location: Indoors, Aboveground
 Tank Type: Fiberglass coated steel
 Total Tanks: 8
 Tank Secret: False
 Tank Secondary Containment: 09
 Tank Error Status: No Missing Data
 Date Entered: 12/06/1999
 Certified Date: 06/15/2001
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None, None
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Double Walled Fiberglass
 Pipe Internal: None
 Pipe External: 00
 Pipe Flag: 00

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Leak Detection: 01
 Overfill Protection: 24
 Haz Percent: 9
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 03/12/2001

Tank Id: 526-1
 CAS Number: 7720787
 Federal ID: Not reported
 Tank Status: In Service
 Install Date: 12/99
 Tank Closed: Not reported
 Capacity (Gal): 20000
 Chemical: Ferrous sulfate
 Tank Location: Indoors, Aboveground
 Tank Type: Fiberglass coated steel
 Total Tanks: 8
 Tank Secret: False
 Tank Secondary Containment: 09
 Tank Error Status: No Missing Data
 Date Entered: 12/06/1999
 Certified Date: 06/15/2001
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None, None
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Double Walled Fiberglass
 Pipe Internal: None
 Pipe External: 00
 Pipe Flag: 00
 Leak Detection: 01
 Overfill Protection: 24
 Haz Percent: 9
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: False

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 03/12/2001

Tank Id: 529-4
 CAS Number: 7758943
 Federal ID: Not reported
 Tank Status: In Service
 Install Date: 12/99
 Tank Closed: Not reported
 Capacity (Gal): 20000
 Chemical: Ferrous chloride
 Tank Location: Indoors, Aboveground
 Tank Type: Fiberglass coated steel
 Total Tanks: 8
 Tank Secret: False
 Tank Secondary Containment: 09
 Tank Error Status: No Missing Data
 Date Entered: 12/06/1999
 Certified Date: 06/15/2001
 Substance: More than one Hazardous Substance on DEC List
 Internal Protection: None
 External Protection: None, None
 Pipe Location: Aboveground/Underground Combination
 Pipe Type: Double Walled Fiberglass
 Pipe Internal: None
 Pipe External: 00
 Pipe Flag: 00
 Leak Detection: 01
 Overfill Protection: 24
 Haz Percent: 37
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 03/12/2001

Tank Id: 217
 CAS Number: 7664939
 Federal ID: Not reported
 Tank Status: In Service
 Install Date: 07/76
 Tank Closed: 04/92
 Capacity (Gal): 7000
 Chemical: Sulfuric acid
 Tank Location: Indoors, Belowground

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Tank Type: Steel/carbon steel
 Total Tanks: 8
 Tank Secret: False
 Tank Secondary Containment: Vault
 Tank Error Status: No Missing Data
 Date Entered: 06/20/1989
 Certified Date: 06/15/2001
 Substance: Single Hazardous Substance on DEC List
 Internal Protection: Rubber Liner
 External Protection: Painted/Asphalt Coating
 Pipe Location: Underground
 Pipe Type: Double Walled Fiberglass
 Pipe Internal: None
 Pipe External: None
 Pipe Flag: None
 Leak Detection: None
 Overfill Protection: Product Level Gauge
 Haz Percent: 100
 Last Test: Not reported
 Due Date: Not reported
 SWIS Code: 3115
 Lat/Long: Not reported
 Is Updated: False
 Renew Date: 03/01/93
 Is It There: False
 Delinquent: False
 Date Expired: 06/20/95
 Owner Mark: 1
 Certificate Needs to be Printed: False
 Fiscal Amt for Registration Fee Correct: True
 Renewal Has Been Printed for Facility: True
 Pre-Printed Renewal App Last Printed: 03/12/2001

[Click this hyperlink](#) while viewing on your computer to access 9 additional NY_AST_CBS: record(s) in the EDR Site Report.

SPILLS:
 Facility ID: 1402444
 Facility Type: ER
 DER Facility ID: 179776
 Site ID: 495768
 DEC Region: 7
 Spill Date: 2014-06-05
 Spill Number/Closed Date: 1402444 / 2014-11-18
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CXROSSI
 Referred To: Not reported
 Reported to Dept: 2014-06-05
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Last Inspection: 2014-06-05
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2014-06-05
 Spill Record Last Update: 2014-11-18
 Spiller Name: CARY BUSTIN
 Spiller Company: METRO TREATMENT PLANT
 Spiller Address: 650 HIAWATHA BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 999
 Contact Name: CARY BUSTIN
 Contact Phone: (315) 239-3332
 DEC Memo: "80 gallons spilled to pad under transformers and the flowed to soil on two, opposite sides of pad. Hired EPS to dig out, Bill Simpson. Analytica report show acceptable. Disposal document expected. 9/18/2014 -cfr- Disposal received 11/18/14 -cfr-"
 Remarks: "loss to containment, c/i pending, Chris Rossi has been advised by caller"
 Material:
 Site ID: 495768
 Operable Unit ID: 1245264
 Operable Unit: 01
 Material ID: 2246236
 Material Code: 0016A
 Material Name: non PCB oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 80.00
 Units: Gallons
 Recovered: 80.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 1007299
 Facility Type: ER
 DER Facility ID: 179776
 Site ID: 440699
 DEC Region: 7
 Spill Date: 2010-10-07
 Spill Number/Closed Date: 1007299 / 2010-10-15
 Spill Cause: Human Error
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: hdwamer
 Referred To: Not reported
 Reported to Dept: 2010-10-07
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Other

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2010-10-07
 Spill Record Last Update: 2010-10-15
 Spiller Name: Not reported
 Spiller Company: ONONDAGA CTY DEPT OF WATER ENVIRONMENT PROTECTION
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: SUSAN PFEFFER
 Contact Phone: (315) 435-2260 374
 DEC Memo: "
 Remarks: "cleanup in progress"
 Material:
 Site ID: 440699
 Operable Unit ID: 1191304
 Operable Unit: 01
 Material ID: 2186429
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 20.00
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

Facility ID: 0308862
 Facility Type: ER
 DER Facility ID: 179776
 Site ID: 217157
 DEC Region: 7
 Spill Date: 2003-11-20
 Spill Number/Closed Date: 0308862 / 2003-11-21
 Spill Cause: Other
 Spill Class: No spill occurred. No DEC Response. No corrective action required.
 SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 2003-11-20
 CID: 216
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2003-11-20
 Spill Record Last Update: 2003-11-21
 Spiller Name: ROLF BROWN
 Spiller Company: ONONDAGA CO WATER
 Spiller Address: 650 HIAWATHA BLVD WEST
 Spiller City,St,Zip: SYRACUSE, NY 13204-001
 Contact Name: ROLF BROWN
 Contact Phone: (315) 435-2399 223
 DEC Memo: "Prior to Sept. 2004 data translation this spill Lead_DEC Field was CM REFERRED TO DOW E.C. INVESTIGATED"
 Remarks: "due to storm had a over flow it is detained clean up crew on the way did not go to the storm drains "
 Material:
 Site ID: 217157
 Operable Unit ID: 877495
 Operable Unit: 01
 Material ID: 488775
 Material Code: 0060A
 Material Name: wastewater
 Case No.: Not reported
 Material FA: Other
 Quantity: 50.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 217157
 Operable Unit ID: 877495
 Operable Unit: 01
 Material ID: 488774
 Material Code: 0060A
 Material Name: sludge
 Case No.: Not reported
 Material FA: Other
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

SPDES:

Permit Number: NY0027651
 State-Region: 07
 Expiration Date: 04/01/2004
 Current Major Minor Status: Minor
 Primary Facility SIC Code: 8999
 State Water Body Name: BUTTERNUT CK
 Limit Set Status Flag: Active
 Total Actual Average Flow(MGD): 0.065

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Total App Design Flow(MGD): Not reported
 UDF1: Not reported
 Lat/Long: 42.985611 / -76.068222
 DMR Cognizant Official: RANDY R OTT, PE, PROC CTRL DIR
 UDF2: 000703
 C(T)
 UDF3: NY067
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT
 Non-Gov Permit Street Address: JAMESVILLE PENITENTIARY STP
 Non-Gov Permit Supplemental Location: 650 HIAWATHA BLVD WEST
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 132041194
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT
 Non-Gov Facility Street Address: JAMESVILLE PENITENTIARY STP
 Non-Gov Facility Supplemental Location: 650 HIAWATHA BLVD WEST
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 132041194
 State Water Body: 04140202100
 UDF2: 000703
 UDF3: C(T)
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: DMR Mailing Address
 Non-Gov Permit Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT
 Non-Gov Permit Street Address: JAMESVILLE PENITENTIARY STP
 Non-Gov Permit Supplemental Location: 650 HIAWATHA BLVD WEST
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 132041194
 Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT
 Non-Gov Facility Street Address: JAMESVILLE PENITENTIARY STP
 Non-Gov Facility Supplemental Location: 650 HIAWATHA BLVD WEST
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 132041194
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT

Tank Test:

UDF2: 000703
 UDF3: C(T)
 FIPS County Code: NY067
 Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: ONONDAGA CO DEPT DRAIN AND SANIT
 Non-Gov Permit Street Address: 650 HIAWATHA BLVD WEST
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 132041194
 Non-Gov Facility Affiliation Type Desc: Mailing Address
 Non-Gov Facility Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT

METROPOLITAN SYRACUSE WWTP (Continued)

S103053359

Non-Gov Facility Street Address: JAMESVILLE PENITENTIARY STP
 Non-Gov Facility Supplemental Location: 650 HIAWATHA BLVD WEST
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 132041194
 State Water Body: 04140202100

UDF2: 000703
 UDF3: C(T)
 FIPS County Code: NY067

Non-Gov Permit Affiliation Type Desc: Permittee
 Non-Gov Permit Org Formal Name: ONONDAGA CO DEPT DRAIN AND SANIT
 Non-Gov Permit Street Address: 650 HIAWATHA BLVD WEST
 Non-Gov Permit Supplemental Location: Not reported
 Non-Gov Permit City: SYRACUSE
 Non-Gov Permit State Code: NY
 Non-Gov Permit Zip Code: 13204-1194

Non-Gov Facility Affiliation Type Desc: Owner
 Non-Gov Facility Org Formal Name: ONONDAGA CO DEPT DRAIN & SANIT
 Non-Gov Facility Street Address: JAMESVILLE PENITENTIARY STP
 Non-Gov Facility Supplemental Location: 650 HIAWATHA BLVD. WEST
 Non-Gov Facility City: SYRACUSE
 Non-Gov Facility State Code: NY
 Non-Gov Facility Zip Code: 132041194
 State Water Body: 04140202100

Q88
SW
 1/4-1/2
 0.375 mi.
 1980 ft.

Relative:
Lower

Actual:
 372 ft.

METROPOLITAN SYRACUSE WWTP
650 HIAWATHA BLVD W
SYRACUSE, NY 13204
Site 2 of 3 in cluster Q

RCRA-LOG
NY LTANKS
NY Spills
NY MANIFEST
NJ MANIFEST

RCRA-LOG:
 Date form received by agency: 02/24/2014
 Facility name: METROPOLITAN SYRACUSE WWTP
 Facility address: 650 HIAWATHA BLVD W
 SYRACUSE, NY 132041194
 NYD000861179
 EPA ID: HIAWATHA BLVD W
 SYRACUSE, NY 132041194
 Contact: GARY M BLUSTIN
 Contact address: HIAWATHA BLVD W
 SYRACUSE, NY 132041194
 US
 Contact telephone: (315) 435-2260
 Telephone ext.: 361
 Contact email: CARYBUSTIN@ONGOV.NET
 EPA Region: 02
 Land type: County
 Classification: Large Quantity Generator
 Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:
 Owner/operator name: JAMES JONES
 Owner/operator address: HIAWATHA BLVD W
 SYRACUSE, NY 13204
 US
 Owner/operator county: US
 Owner/operator telephone: Not reported
 Legal status: County
 Owner/Operator Type: Operator
 Owner/Op start date: 04/01/2013
 Owner/Op end date: Not reported

Owner/operator name: OODWEP
 Owner/operator address: HIAWATHA BLVD W
 SYRACUSE, NY 13204
 US
 Owner/operator county: (315) 435-2260
 Legal status: County
 Owner/Operator Type: Owner
 Owner/Op start date: 12/01/1998
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

. Waste code: D001
 . Waste name: IGNITABLE WASTE

. Waste code: D002
 . Waste name: CORROSIVE WASTE

. Waste code: D018
 . Waste name: BENZENE

. Waste code: D039
 . Waste name: TETRACHLOROETHYLENE

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Historical Generators:
 Date form received by agency: 01/01/2007
 Site name: METROPOLITAN SYRACUSE WWTP
 Classification: Small Quantity Generator

Date form received by agency: 01/01/2006
 Site name: METROPOLITAN SYRACUSE WWTP
 Classification: Small Quantity Generator

Date form received by agency: 03/29/2004
 Site name: METROPOLITAN SYRACUSE WWTP
 Classification: Conditionally Exempt Small Quantity Generator

. Waste code: D001
 . Waste name: IGNITABLE WASTE

. Waste code: D002
 . Waste name: CORROSIVE WASTE

. Waste code: D004
 . Waste name: ARSENIC

. Waste code: D006
 . Waste name: CADMIUM

. Waste code: D007
 . Waste name: CHROMIUM

. Waste code: D009
 . Waste name: MERCURY

. Waste code: D011
 . Waste name: SILVER

. Waste code: D022
 . Waste name: CHLOROFORM

. Waste code: D039
 . Waste name: TETRACHLOROETHYLENE

. Waste code: P012
 . Waste name: ARSENIC OXIDE AS2O3 (OR) ARSENIC TRIOXIDE

. Waste code: P106
 . Waste name: SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)

. Waste code: U134
 . Waste name: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

. Waste code: U144
 . Waste name: ACETIC ACID, LEAD(2+) SALT (OR) LEAD ACETATE

Date form received by agency: 01/01/2001
 Site name: ONONDAGA DEPT OF DRAINAGE & SANITATION
 Classification: Large Quantity Generator

Date form received by agency: 03/24/1995

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Site name: METROPOLITAN SEWAGE PLANT
 Classification: Not a generator, verified

. Waste code: NONE
 . Waste name: NONE

Date form received by agency: 07/13/1990
 Site name: METROPOLITAN SEWAGE PLANT
 Classification: Small Quantity Generator

. Waste code: X002
 . Waste name: POLYCHLORINATED BIPHENOLS (PCBs)

Facility Has Received Notices of Violations:
 Regulation violated: Not reported
 Area of violation: Generators - Pre-transport
 Date violation determined: 12/29/2009
 Date achieved compliance: 01/05/2010
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 01/04/2010
 Enf. disposition status: Action Satisfied (Case Closed)
 Enf. disp. status date: 01/05/2010
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Regulation violated: Not reported
 Area of violation: State Statute or Regulation
 Date violation determined: 12/29/2009
 Date achieved compliance: 01/05/2010
 Violation lead agency: State
 Enforcement action: WRITTEN INFORMAL
 Enforcement action date: 01/04/2010
 Enf. disposition status: Action Satisfied (Case Closed)
 Enf. disp. status date: 01/05/2010
 Enforcement lead agency: State
 Proposed penalty amount: Not reported
 Final penalty amount: Not reported
 Paid penalty amount: Not reported

Evaluation Action Summary:
 Evaluation date: 07/22/2015
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Not reported
 Date achieved compliance: Not reported
 Evaluation lead agency: State

Evaluation date: 12/29/2009
 Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: Generators - Pre-transport
 Date achieved compliance: 01/05/2010
 Evaluation lead agency: State

Evaluation date: 12/29/2009

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 100046853

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
 Area of violation: State Statute or Regulation
 Date achieved compliance: 01/05/2010
 Evaluation lead agency: State

LTANKS:
 Site ID: 378308
 Spill Number/Closed Date: 0613301 / 2007-03-22
 Spill Date: 2007-03-12
 Spill Cause: Tank Overfill
 Spill Source: Commercial/Industrial
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.

Cleanup Ceased: Not reported
 Cleanup Meets Standard: False
 SWIS: 3415
 Investigator: hdwarnr
 Referred To: Not reported
 Reported to Dept: 2007-03-12
 CID: 444
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 2007-03-12
 Spill Record Last Update: 2007-03-22
 Spiller Name: INSPECTOR - RON
 Spiller Company: ONONDAGA CTY DEPT WATER &
 Spiller Address: 650 HIAWATHA BOUL
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Spiller Contact: INSPECTOR - RON
 Spiller Phone: (315) 435-2263
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 326552
 DEC Memo:
 Remarks: "OVERPUMPED THE HOLDING TANK. SOME HAS BEEN RECOVERED AND STILL IN PROCESS"

Material:
 Site ID: 378308
 Operable Unit ID: 1135812
 Operable Unit: 01
 Material ID: 2125737
 Material Code: 0052A
 Material Name: sludge
 Case No.: Not reported
 Material FA: Other
 Quantity: 200.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: False

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 100046853

Tank Test:
 SPILLS:
 Facility ID: 1402048
 Facility Type: ER
 DER Facility ID: 429471
 Site ID: 495354
 DEC Region: 7
 Spill Date: 2014-05-27
 Spill Number/Closed Date: 1402048 / 2014-11-18
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: CXROSSI
 Referred To: Not reported
 Reported to Dept: 2014-05-27
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2014-05-27
 Spill Record Last Update: 2014-11-18
 Spiller Name: CARY BUSTIN
 Spiller Company: ONONDAGA COUNTY
 Spiller Address: 650 HIAWATHA BLVD
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 999
 Contact Name: CARY BUSTIN
 Contact Phone: (315) 299-3332
 DEC Memo: "This 2 gallon spill was the original spill in which the transformer ruptured an insulator. Then a larger spill 1402444 occurred when the contractor hired to fix the insulator and test the repaired transformer caused another leak. Non PCB. Both were remediated. -ctr-"
 Remarks: "Caller advised aprx 2 gal of oil spilled into soil. Clean up is pending."

Material:
 Site ID: 495354
 Operable Unit ID: 1244858
 Operable Unit: 01
 Material ID: 2245756
 Material Code: 0020A
 Material Name: transformer oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 2.00
 Units: Gallons

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 100046853

Recovered: 2.00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Facility ID: 1211067
 Facility Type: ER
 DER Facility ID: 429471
 Site ID: 474203
 DEC Region: 7
 Spill Date: 2012-11-16
 Spill Number/Closed Date: 1211067 / 2012-11-16
 Spill Cause: Human Error
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: DJLASALL
 Referred To: Not reported
 Reported to Dept: 2012-11-16
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Institutional, Educational, Gov., Other
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2012-11-16
 Spill Record Last Update: 2012-11-16
 Spiller Name: CARY BUSTIN
 Spiller Company: WATER TREATMENT PLANT
 Spiller Address: 650 HIAWATHA BLVD
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 999
 Contact Name: CARY BUSTIN
 Contact Phone: 3152993332
 DEC Memo: "EP&S hired to excavate grass and underlying soil."
 Remarks: "CoGen 30wt oil spilled to lawn from unsecured container on a vehicle. Cleanup contractor is soon scene"

Material:
 Site ID: 474203
 Operable Unit ID: 1224043
 Operable Unit: 01
 Material ID: 2222214
 Material Code: 0013
 Material Name: lube oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: Not reported

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 100046853

Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Facility ID: 0612182
 Facility Type: ER
 DER Facility ID: 326552
 Site ID: 376979
 DEC Region: 7
 Spill Date: 2007-02-05
 Spill Number/Closed Date: 0612182 / 2007-02-08
 Spill Cause: Equipment Failure
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: KACACHILL
 Referred To: Not reported
 Reported to Dept: 2007-02-05
 CID: 78
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Local Agency
 Cleanup Ceased: 2007-02-07
 Cleanup Meets Std: False
 Last Inspection: 2007-02-06
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2007-02-06
 Spill Record Last Update: 2007-02-23
 Spiller Name: RONALD RAZZOLINI
 Spiller Company: PVS CHEMICALS INC
 Spiller Address: 12158 CREEKRIDGE DR
 Spiller City,St,Zip: EAST AURORA, NY 14052
 Spiller County: 001
 Contact Name: DAN KELLY
 Contact Phone: (315) 247-9075
 DEC Memo: "Contacted Dan Kelly at Metro. He indicated that the spill quantity was unknown as the ferric chloride delivery was completed after the leak was repaired. They are estimating 100 gallons based on visual evidence. Dan indicated that the majority of the solution was sprayed onto the snow within the delivery vehicle containment area, and a stairwell and grassy area adjacent to this area. The delivery company, PVS Chemicals, will be conducting the cleanup. 02/06/07 Met Eric Schultheis (OCDWEP), Ronald Razzolini (PVS) and Endra Mahamooth (DEC DOW) onsite. PVS has retained Op-Tech and cleanup activities have been initiated. The total delivery is estimated to be approx. 3800 gallons. The spill occurred while delivery was being made so the exact spill amount cannot be determined. An approx. 10 x 10 foot area of soil below the stairwell adjacent to containment area is also affected. After review of the MSDS and consultation with DEC Tech Support and DOW, it was decided that hot water could be used to flush the ferric chloride solution from direct contact surfaces (landing, stairwell, and sidewalk). Due to frozen ground and access issues, a limited amount of hot water will also be used to flush the grassy

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

area adjacent to the containment area. The remainder of the product bound up in snow will be containerized and treated at the plant. 02/07/07 Eric called to update me on the spill quantity. PVS has verified that the total product weight on truck was 48,780 lbs which equates to 3995 gallons (specific gravity = 1.4). The total delivery to the product tank was 3491 gallons. Therefore, 534 gallons was spilled onto the containment area. The plant estimates that 200-300 gallons was recovered in the containment area sump, therefore, the estimated quantity of the spill is 234-334 gallons. Op-Tech has completed cleanup activities and relinquished material to the plant to be treated. Spill closed.

Remarks: *CASNo: DOT #1 1903 UN 2582 STRIPPED BOLT ON FLANGE CONTAINMENT IS IN PROGRESS. SPRAYED OUTSIDE ON SNOW CONTAINED FERIC CHLORIDE, SOLUTION GUIDE #154 2ND # FOR SHIPPER 800-337-7428*

Material:
 Site ID: 376979
 Operable Unit ID: 1134533
 Operable Unit: 01
 Material ID: 2124407
 Material Code: 0076A
 Material Name: ferric chloride
 Case No: 07705080
 Material FA: Hazardous Material
 Quantity: 500.00
 Units: Gallons
 Recovered: 450.00
 Resource Affected: Not reported
 Oxygenate: Not reported
 Site ID: 376979
 Operable Unit ID: 1134533
 Operable Unit: 01
 Material ID: 2124855
 Material Code: 0063A
 Material Name: unknown hazardous material
 Case No.: Not reported
 Material FA: Hazardous Material
 Quantity: 100.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Facility ID: 0503911
 Facility Type: ER
 DER Facility ID: 326552
 Site ID: 348619
 DEC Region: 7
 Spill Date: 2005-07-01
 Spill Number/Closed Date: 0503911 / 2005-07-05
 Spill Cause: Other
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Investigator: BFMATTHE
 Referred To: Not reported
 Reported to Dept: 2005-07-01
 CID: 409
 Water Affected: Not reported
 Spill Source: Institutional, Educational, Gov., Other
 Spill Notifier: Responsible Party
 Cleanup Ceased: Not reported
 Cleanup Meets Std: True
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2005-07-01
 Spill Record Last Update: 2005-07-05
 Spiller Name: MELISSA ILES
 Spiller Company: ONONDAGA CTY DEPT WATER &
 Spiller Address: 650 HIAWATHA BOUL
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller Company: 001
 Contact Name: MELISSA ILES
 Contact Phone: (315) 435-2260
 DEC Memo: *reportable quantity is 100 lbs. spoke to melissa Iles, not alot of chemicle, went into storm, no drainage. They wanted to report so we would know what is was if we received calls from it.
 Remarks: "IN THE PROCESS OF BEING CONTAINED, FERRIC CHLORIDE. ONLY WENT INTO STORM DRAIN."

Material:
 Site ID: 348619
 Operable Unit ID: 1106270
 Operable Unit: 01
 Material ID: 1971197
 Material Code: 0064A
 Material Name: unknown material
 Case No.: Not reported
 Material FA: Other
 Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Facility ID: 0201332
 Facility Type: ER
 DER Facility ID: 326552
 Site ID: 107086
 DEC Region: 7
 Spill Date: 2002-05-06
 Spill Number/Closed Date: 0201332 / 2002-05-09
 Spill Cause: Human Error
 Spill Class: Known release with minimal potential for fire or hazard. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Investigator: MELITO
 Referred To: Not reported
 Reported to Dept: 2002-05-06
 CID: 365
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Affected Persons
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: 2002-05-06
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered in Computer: 2002-05-06
 Spill Record Last Update: 2002-05-09
 Spiller Name: Not reported
 Spiller Company: SLACK CHEMICAL
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller Company: 999
 Contact Name: GERALD WILLIAMS
 Contact Phone: (315) 435-3142
 DEC Memo: *Prior to Sept, 2004 data translation this spill Lead_DEC Field was JAM ALL THE SPILLED MATERIAL WAS CONTAINED. ENVIRONMENTAL PRODUCTS & SERVICES USED A VAC TRUCK TO COLLECT IT. IT WAS PUMPED BACK INTO THE SYSTEM. NO FURTHER WORK REQUIRED.*
 Remarks: *slack chemical made a delivery & left a valve open causing spill to the floor - they are going to hire a company to come in & pump it off the floor back into the tank*

Material:
 Site ID: 107086
 Operable Unit ID: 854612
 Operable Unit: 01
 Material ID: 522746
 Material Code: 0079A
 Material Name: ferrous sulfate
 Case No.: 07720787
 Material FA: Hazardous Material
 Quantity: 1300.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:
 Click this hyperlink while viewing on your computer to access additional NY_SPILL: detail in the EDR Site Report.

NY MANIFEST:
 Country: USA
 EPA ID: NYD000861179
 Facility Status: Not reported
 Location Address 1: 650 HIAWATHA BOULEVARD WEST
 Code: BP

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYD000861179
 Mailing Name: ONONDAGA COUNTY DEPT OF DRAINAGE &
 Mailing Contact: JOSEPH SANFILIPPO
 Mailing Address 1: SANITATION 650 HIAWATHA BLVDW
 Mailing Address 2: Not reported
 Mailing City: SYRACUSE
 Mailing State: NY
 Mailing Zip: 13204
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154356820

NY MANIFEST:
 Document ID: Not reported
 Manifest Status: Not reported
 age: Not reported
 Year: 2013
 Trans1 State ID: TXR000081205
 Trans2 State ID: NJD986607380
 Generator Ship Date: 08/07/2013
 Trans1 Recv Date: 08/07/2013
 Trans2 Recv Date: 08/23/2013
 TSD Site Recv Date: 09/14/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: ARD069748192
 TSDF ID 2: Not reported
 Manifest Tracking Number: 003640770SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H040
 Waste Code: Not reported
 Quantity: 300

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Units: P - Pounds
 Number of Containers: 2
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D018
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: TXR000081205
 Trans2 State ID: NJD071629976
 Generator Ship Date: 01/02/2013
 Trans1 Recv Date: 01/02/2013
 Trans2 Recv Date: 01/07/2013
 TSD Site Recv Date: 01/11/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: KYD05348108
 TSD ID 2: Not reported
 Manifest Tracking Number: 003244826SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H061
 Waste Code: Not reported
 Quantity: 150
 Units: P - Pounds
 Number of Containers: 1
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1
 Waste Code: D001
 Waste Code 1_2: D018
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: TXR000081205
 Trans2 State ID: Not reported
 Generator Ship Date: 01/02/2013
 Trans1 Recv Date: 01/02/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 01/02/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: 003079639SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 45
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 5
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: TXR000081205
 Trans2 State ID: Not reported

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Generator Ship Date: 04/25/2013
 Trans1 Recv Date: 04/25/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 04/25/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: 003400369SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 45
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 5
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: TXR000081205
 Trans2 State ID: Not reported
 Generator Ship Date: 09/20/2013
 Trans1 Recv Date: 09/20/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 09/20/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported

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Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

TSD ID 1: NYD982743312
 TSD ID 2: Not reported
 Manifest Tracking Number: 003640775SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 45
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 5
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 06/05/2013
 Trans1 Recv Date: 06/05/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/14/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSD ID 1: PAD067098822
 TSD ID 2: Not reported
 Manifest Tracking Number: 005727775FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N

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METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 225
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 5
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/16/2013
 Trans1 Recv Date: 05/16/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/23/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 005727780FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 150
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 3
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 05/01/2013
 Trans1 Recv Date: 05/01/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 05/16/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 005727795FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 900
 Units: P - Pounds
 Number of Containers: 3
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D002

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2013
 Trans1 State ID: NYR000115733
 Trans2 State ID: Not reported
 Generator Ship Date: 08/11/2013
 Trans1 Recv Date: 08/11/2013
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 08/14/2013
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: PAD067098822
 TSDF ID 2: Not reported
 Manifest Tracking Number: 006496378FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 170
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 4
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: L Landfill.
 Specific Gravity: 1
 Waste Code: D002
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported

METROPOLITAN SYRACUSE WWTP (Continued)

1000446853

Year: 2012
 Trans1 State ID: TXR000050930
 Trans2 State ID: NJD071629976
 Generator Ship Date: 08/16/2012
 Trans1 Recv Date: 08/16/2012
 Trans2 Recv Date: 08/20/2012
 TSD Site Recv Date: 08/23/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: KY055348108
 TSDF ID 2: Not reported
 Manifest Tracking Number: 002931996SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H061
 Waste Code: Not reported
 Quantity: 300.0
 Units: P - Pounds
 Number of Containers: 2.0
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 1.0
 Waste Code: D001
 Waste Code 1_2: D018
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2012
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 02/10/2012
 Trans1 Recv Date: 02/10/2012
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 02/10/2012
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Generator EPA ID: NYD000861179
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: NYD082743312
TSDF ID 2: Not reported
Manifest Tracking Number: 002931746SKS
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 45.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 5.0
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 1.0
Waste Code: D039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: TXR000050930
Trans2 State ID: Not reported
Generator Ship Date: 05/23/2012
Trans1 Recv Date: 05/23/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/23/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000861179
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: NYD082743312
TSDF ID 2: Not reported
Manifest Tracking Number: 003049847SKS
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 45.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 5.0
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 1.0
Waste Code: D039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2012
Trans1 State ID: TXR000081205
Trans2 State ID: Not reported
Generator Ship Date: 09/11/2012
Trans1 Recv Date: 09/11/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 09/11/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000861179
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: NYD082743312
TSDF ID 2: Not reported
Manifest Tracking Number: 003423797SKS
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Waste Code: Not reported
Quantity: 45.0
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 5.0
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 1.0
Waste Code: D039
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: TXR000050930
Trans2 State ID: NJD071629976
Generator Ship Date: 06/28/2011
Trans1 Recv Date: 06/28/2011
Trans2 Recv Date: 07/05/2011
TSD Site Recv Date: 07/07/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000861179
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: KYD053348108
TSDF ID 2: Not reported
Manifest Tracking Number: 002866127SKS
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H061
Waste Code: Not reported
Quantity: 300.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DM - Metal drums, barrels

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: D018
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2011
Trans1 State ID: TXR000050930
Trans2 State ID: NJD071629976
Generator Ship Date: 01/07/2011
Trans1 Recv Date: 01/07/2011
Trans2 Recv Date: 01/12/2011
TSD Site Recv Date: 01/17/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD000861179
Trans1 EPA ID: Not reported
Trans2 EPA ID: KYD053348108
TSDF ID 1: Not reported
TSDF ID 2: Not reported
Manifest Tracking Number: 003842095FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H061
Waste Code: Not reported
Quantity: 400.0
Units: P - Pounds
Number of Containers: 2.0
Container Type: DM - Metal drums, barrels
Handling Method: B Incineration, heat recovery, burning.
Specific Gravity: 1.0
Waste Code: D001
Waste Code 1_2: D018
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

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MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 10/10/2011
 Trans1 Recv Date: 10/10/2011
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 10/10/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: 002708478SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 48.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 5.0
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1.0
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 10/10/2011
 Trans1 Recv Date: 10/10/2011
 Trans2 Recv Date: Not reported

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

TSD Site Recv Date: 10/10/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: 002708478SKS
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 5.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 03/18/2011
 Trans1 Recv Date: 03/18/2011
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/18/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: 003842359FLE

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 36.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 4.0
 Container Type: DM - Metal drums, barrels
 Handling Method: R Material recovery of more than 75 percent of the total material.
 Specific Gravity: 1.0
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 03/18/2011
 Trans1 Recv Date: 03/18/2011
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 03/18/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: 003842359FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued)

100046853

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 5.0
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported
 Document ID: Not reported
 Manifest Status: Not reported
 seq: Not reported
 Year: 2011
 Trans1 State ID: TXR000050930
 Trans2 State ID: Not reported
 Generator Ship Date: 06/21/2011
 Trans1 Recv Date: 06/21/2011
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 06/21/2011
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYD000861179
 Trans1 EPA ID: Not reported
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD982743312
 TSDF ID 2: Not reported
 Manifest Tracking Number: 004254381FLE
 Import Indicator: N
 Export Indicator: N
 Discr Quantity Indicator: N
 Discr Type Indicator: N
 Discr Residue Indicator: N
 Discr Partial Reject Indicator: N
 Discr Full Reject Indicator: N
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 5.0

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 1000446853

Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 1.0
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: T Chemical, physical, or biological treatment.
 Specific Gravity: 1.0
 Waste Code: D039
 Waste Code 1_2: Not reported
 Waste Code 1_3: Not reported
 Waste Code 1_4: Not reported
 Waste Code 1_5: Not reported
 Waste Code 1_6: Not reported

Click this hyperlink while viewing on your computer to access 165 additional NY_MANIFEST: record(s) in the EDR Site Report.

NJ MANIFEST:
 EPA ID: NYD000861179
 Mail Address: Not reported
 Mail City/State/Zip: Not reported
 Facility Phone: 3154631643
 Emergency Phone: Not reported
 Contact: GARY C. SCHAUS
 Comments: Not reported
 SIC Code: Not reported
 County: 00
 Municipal: 00
 Previous EPA Id: Not reported
 Gen Flag: X
 Trans Flag: Not reported
 TSDF Flag: Not reported
 Name Change: Not reported
 Date Change: Not reported

Manifest:
 Manifest Number: NJA5229875
 EPA ID: NYD000861179
 Date Shipped: 03/29/2006
 TSDF EPA ID: NJD002200046
 Transporter EPA ID: VT900500090
 Transporter 2 EPA ID: NJ0000027193
 Transporter 3 EPA ID: Not reported
 Transporter 4 EPA ID: Not reported
 Transporter 5 EPA ID: Not reported
 Transporter 6 EPA ID: Not reported
 Transporter 7 EPA ID: Not reported
 Transporter 8 EPA ID: Not reported
 Transporter 9 EPA ID: Not reported
 Transporter 10 EPA ID: Not reported
 Date Trans1 Transported Waste: 03/29/2006
 Date Trans2 Transported Waste: 04/07/2006
 Date Trans3 Transported Waste: Not reported
 Date Trans4 Transported Waste: Not reported
 Date Trans5 Transported Waste: Not reported
 Date Trans6 Transported Waste: Not reported
 Date Trans7 Transported Waste: Not reported
 Date Trans8 Transported Waste: Not reported

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 1000446853

Date Trans9 Transported Waste: Not reported
 Date Trans10 Transported Waste: Not reported
 Date TSDF Received Waste: 04/17/2006
 TSDF EPA Facility Name: Not reported
 QTY Units: Not reported
 Transporter SEQ ID: Not reported
 Transporter-1 Date: Not reported
 Waste SEQ ID: Not reported
 Waste Type Code 2: Not reported
 Waste Type Code 3: Not reported
 Waste Type Code 4: Not reported
 Waste Type Code 5: Not reported
 Waste Type Code 6: Not reported
 Date Accepted: Not reported
 Manifest Discrepancy Type: Not reported
 Data Entry Number: 05260621
 Was Load Rejected: No
 Reason Load Was Rejected: Not reported

Manifest Number: NJA5219439
 EPA ID: NYD000861179
 Date Shipped: 11/16/2004
 TSDF EPA ID: NJD002200046
 Transporter EPA ID: VT900500090
 Transporter 2 EPA ID: VT900500090
 Transporter 3 EPA ID: Not reported
 Transporter 4 EPA ID: Not reported
 Transporter 5 EPA ID: Not reported
 Transporter 6 EPA ID: Not reported
 Transporter 7 EPA ID: Not reported
 Transporter 8 EPA ID: Not reported
 Transporter 9 EPA ID: Not reported
 Transporter 10 EPA ID: Not reported
 Date Trans1 Transported Waste: 11/16/2004
 Date Trans2 Transported Waste: 11/20/2004
 Date Trans3 Transported Waste: Not reported
 Date Trans4 Transported Waste: Not reported
 Date Trans5 Transported Waste: Not reported
 Date Trans6 Transported Waste: Not reported
 Date Trans7 Transported Waste: Not reported
 Date Trans8 Transported Waste: Not reported
 Date Trans9 Transported Waste: Not reported
 Date Trans10 Transported Waste: Not reported
 Date TSDF Received Waste: 12/01/2004
 TSDF EPA Facility Name: Not reported
 QTY Units: Not reported
 Transporter SEQ ID: Not reported
 Transporter-1 Date: Not reported
 Waste SEQ ID: Not reported
 Waste Type Code 2: Not reported
 Waste Type Code 3: Not reported
 Waste Type Code 4: Not reported
 Waste Type Code 5: Not reported
 Waste Type Code 6: Not reported
 Date Accepted: Not reported
 Manifest Discrepancy Type: Not reported
 Data Entry Number: 01190525

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

METROPOLITAN SYRACUSE WWTP (Continued) 1000446853

Was Load Rejected: No
 Reason Load Was Rejected: Not reported

Manifest Number: NJA5009233
 EPA ID: NYD000861179
 Date Shipped: 02/11/2004
 TSDF EPA ID: NJD002200046
 Transporter EPA ID: VT900500090
 Transporter 2 EPA ID: VT900500090
 Transporter 3 EPA ID: Not reported
 Transporter 4 EPA ID: Not reported
 Transporter 5 EPA ID: Not reported
 Transporter 6 EPA ID: Not reported
 Transporter 7 EPA ID: Not reported
 Transporter 8 EPA ID: Not reported
 Transporter 9 EPA ID: Not reported
 Transporter 10 EPA ID: Not reported
 Date Trans1 Transported Waste: 02/11/2004
 Date Trans2 Transported Waste: 02/13/2004
 Date Trans3 Transported Waste: Not reported
 Date Trans4 Transported Waste: Not reported
 Date Trans5 Transported Waste: Not reported
 Date Trans6 Transported Waste: Not reported
 Date Trans7 Transported Waste: Not reported
 Date Trans8 Transported Waste: Not reported
 Date Trans9 Transported Waste: Not reported
 Date Trans10 Transported Waste: Not reported
 Date TSDF Received Waste: 02/20/2004
 TSDF EPA Facility Name: Not reported
 QTY Units: Not reported
 Transporter SEQ ID: Not reported
 Transporter-1 Date: Not reported
 Waste SEQ ID: Not reported
 Waste Type Code 2: Not reported
 Waste Type Code 3: Not reported
 Waste Type Code 4: Not reported
 Waste Type Code 5: Not reported
 Waste Type Code 6: Not reported
 Date Accepted: Not reported
 Manifest Discrepancy Type: Not reported
 Data Entry Number: 03290422
 Was Load Rejected: No
 Reason Load Was Rejected: Not reported

Q89 WASTE STREAM ENVIRONMENTAL INC. (N-VIRO) NY RGA LF S114962659
 SW 650 HIAWATHA BLVD. WEST SYRACUSE, NY N/A
 0.375 mi. 1980 ft. Site 3 of 3 in cluster Q
 Relative: Lower RGA LF: 2012 WASTE STREAM ENVIRONMENTAL INC. (N-VIRO) 650 HIAWATHA BLVD. WEST
 Actual: 2011 WASTE STREAM ENVIRONMENTAL INC. (N-VIRO) 650 HIAWATHA BLVD. WEST
 372 ft. 2010 WASTE STREAM ENVIRONMENTAL INC. (N-VIRO) 650 HIAWATHA

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

WASTE STREAM ENVIRONMENTAL INC. (N-VIRO) (Continued) S114962659

BLVD. WEST

90 ROMA TILE NY LTANKS S100127899
 NE PARK & WOLF ST SYRACUSE, NY N/A
 1/4-1/2 mi. 0.383 mi. 2021 ft.

Relative: Higher LTANKS: Site ID: 230862
 Spill Number/Closed Date: 8900207 / 1989-06-26
 Spill Date: 1989-04-06
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1989-04-11
 Cleanup Meets Standard: True
 SWIS: Investigator: HDWARNER
 Referred To: Not reported
 Reported to Dept: 1989-04-07
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1989-04-18
 Spill Record Last Update: 1990-05-21
 Spiller Name: Not reported
 Spiller Company: VITO ROMANGNO
 Spiller Address: 2100 PARK ST
 Spiller City/State/Zip: SYRACUSE, NY 001
 Spiller County: Not reported
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 190245
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was HW 04/11/89: EOI REMOVED ABANDONED 1000 GAL WASTE OIL TANK. CHRIS MEYERS OF EOI WAS THE JOB PC. TANK SAMPLED, PUMPED OUT AND CLEANED. NO OBVIOUS SIGNS OF SOIL CONTAMINATION. NO FURTHER ACTION REQ'D. *
 "ENV OIL DOING EXCAVATING AND DISCOVERED TANK."

Material: Site ID: 230862
 Operable Unit ID: 928610
 Operable Unit: 01
 Material ID: 451559
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Not reported
 Recovered: .00

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Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

ROMA TILE (Continued) S100127839
 Resource Affected: Not reported
 Oxygenate: Not reported
 Tank Test:

91 ESE 1/4-1/2 0.407 mi. 2151 ft. Relative: Higher Actual: 390 ft.
 EMERALD POINT CORPORATION NY MOSF 1009232720
 1001 N CLINTON ST NY MANIFEST N/A
 SYRACUSE, NY 13204
 MOSF:
 Facility ID: 7-1740
 Program Type: MOSF
 Tank Status: Unregulated/Closed
 Expiration Date: Not reported
 Dec Region: 7
 UTMX: 405395.14445
 UTM Y: 4768585.52644

NY MANIFEST:
 Country: USA
 EPA ID: NYP000890533
 Facility Status: Not reported
 Location Address 1: 1001 N CLINTON ST
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13204
 Location Zip 4: Not reported

NY MANIFEST:
 EPAID: NYP000890533
 Mailing Name: EMERALD POINT CORPORATION
 Mailing Contact: EMERALD POINT CORPORATION
 Mailing Address 1: 10 THURLOW TERRACE
 Mailing Address 2: Not reported
 Mailing City: ALBANY
 Mailing State: NY
 Mailing Zip: 12208
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 5184631415

NY MANIFEST:
 Document ID: NYA7264683
 Manifest Status: C
 seq. Not reported
 Year: 1989
 Trans1 State ID: 000000000
 Trans2 State ID: 000000000
 Generator Ship Date: 07/12/1989
 Trans1 Recv Date: 07/12/1989
 Trans2 Recv Date: 07/12/1989

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

EMERALD POINT CORPORATION (Continued) 1009232720

TSD Site Recv Date: 07/12/1989
 Part A Recv Date: 07/18/1989
 Part B Recv Date: 07/18/1989
 Generator EPA ID: NYP000890533
 Trans1 EPA ID: NYD060761191
 Trans2 EPA ID: Not reported
 TSD ID 1: NYD043815703
 TSD ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00812
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: TT - Cargo tank, tank trucks
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

92 East 1/4-1/2 0.413 mi. 2179 ft. Relative: Higher Actual: 428 ft.
 MIDSTATE AUTO NY RGA LF S114959117
 1515-1517 NORTH SALINA NY MANIFEST N/A
 SYRACUSE, NY

RGA LF: 2009 MIDSTATE AUTO 1515-1517 NORTH SALINA

93 SW 1/4-1/2 0.415 mi. 2191 ft. Relative: Lower Actual: 372 ft.
 NIMO - SYRACUSE - HIAWATHA MGP EDR MGP 1008408048
 HIAWATHA BLVD / METRO STP / ONONDAGA LAKE / BARGE CANAL N/A
 SYRACUSE, NY 13204

Manufactured Gas Plants: The former MGP is approximately twenty three acres in area, and is bounded to the north by the barge canal, to the east by Hiawatha Boulevard, to the south by the Metro STP, and to the west by Onondaga Lake. Source: ROD

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

94 East 1/4-1/2 0.440 mi. 2324 ft. Relative: Higher Actual: 421 ft.
 CAR EXCHANGE NY LTANKS S100130779
 2524 LODI STREET NY SPILLS N/A
 SYRACUSE, NY

LTANKS:
 Site ID: 251278
 Spill Number/Closed Date: 9012460 / 1991-04-11
 Spill Date: 1991-02-26
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: Not reported
 Cleanup Ceased: 1991-04-11
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: ROMOCKI
 Referred To: Not reported
 Reported to Dept: 1991-03-05
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: False
 Remediation Phase: 0
 Date Entered In Computer: 1991-03-05
 Spill Record Last Update: 1994-02-01
 Spiller Name: Not reported
 Spiller Company: LARRY DOUGLAS
 Spiller Address: 726 WOLF ST.
 Spiller City,St,Zip: SYRACUSE, NY 13204
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 261711
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 04/1/91: BARRELS OF WASTE OIL DISCOVERED DURING INSPECTION OF PROPERTY THAT WERE IMPROPERLY STORED. PROPERTY OWNER UNDERTOOK CLEANUP AFTER REQUEST FROM OUR OFFICE. NO FURTHER ACTION REQUIRED AT THIS TIME."
 Remarks: "ALASKAN OIL REFUSED TO MAKE DELIVERY BECAUSE OF RATE OF USE. BELIEVE UG TANK IS LEAKING."

Material:
 Site ID: 251278
 Operable Unit ID: 949634
 Operable Unit: 01
 Material ID: 428926
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 5.00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

CAR EXCHANGE (Continued) S100130779

Oxygenate: Not reported

Tank Test:

SPILLS:
 Facility ID: 9501087
 Facility Type: EP
 DER Facility ID: 261711
 Site ID: 324897
 DEC Region: 7
 Spill Date: 1994-10-05
 Spill Number/Closed Date: 9501087 / 1995-06-30
 Spill Cause: Human Error
 Spill Class: Known release with minimal potential for fire or hazard. No DEC Response. No corrective action required.

SWIS: 3415
 Investigator: CFMANNES
 Referred To: Not reported
 Reported to Dept: 1995-04-26
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Citizen
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 1995-05-12
 Spill Record Last Update: 1997-11-28
 Spiller Name: Not reported
 Spiller Company: JOHN COLLERS
 Spiller Address: 2524 LODI STREET
 Spiller City,St,Zip: SYRACUSE, NY
 Spiller County: 001
 Contact Name: Not reported
 Contact Phone: Not reported
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM"

Remarks: "WASTE OIL AND COLLANT ARE BEING DUMPED INTO LARGE SEWER GRATE INSIDE THE BLDG. FLOOR IS WASHED DOWN AND THIS EMPTIES INTO THE DRAIN."

Material:
 Site ID: 324897
 Operable Unit ID: 1015481
 Operable Unit: 01
 Material ID: 369699
 Material Code: 0022
 Material Name: waste oil/used oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Pounds
 Recovered: .00
 Resource Affected: Not reported

MAP FINDINGS

CAR EXCHANGE (Continued) S100130779
 Oxygenate: Not reported
 Tank Test:

R95 South 1/4-1/2 0.452 mi. 2387 ft. Relative: Higher Actual: 377 ft.
 MCKESSON ENVIROSYSTEMS (INLAND SITE) NY RGA HWS S114964422
 400 BEAR STREET WEST SYRACUSE, NY N/A
 Site 1 of 2 in cluster R
 RGA HWS:
 2012 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2011 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2010 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2009 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2008 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2007 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2006 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2005 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2003 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 2000 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST
 1997 MCKESSON ENVIROSYSTEMS (INLAND SITE) 400 BEAR STREET WEST

R96 South 1/4-1/2 0.452 mi. 2387 ft. Relative: Higher Actual: 377 ft.
 MCKESSON ENVIROSYSTEMS CORRACTS 1000222268
 400 BEAR ST US ENG CONTROLS NYD075806836
 SYRACUSE, NY 13204 US INST CONTROL NY SHWS
 Site 2 of 2 in cluster R NY VAPOR REOPENED NY ENG CONTROLS
 NY INST CONTROL RCRA NonGen / NLR
 2020 COR ACTION FINDS
 ECHO

CORRACTS:

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19960903
 Action: CA075LO - CA Prioritization, Facility or area was assigned a low corrective action priority
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported
 EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19870805
 Action: CA100 - RFI Imposition
 NAICS Code(s): 32511

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20141114
 Action: CA577
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970315
 Action: CA200 - RFI Approved
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970315
 Action: CA300 - CMS Approved
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970315
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950515
 Action: CA070YE - RFA Determination Of Need For An RFI, RFI is Necessary
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

Actual Date: 19950418
 Action: CA050 - RFA Completed
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940318
 Action: CA200 - RFI Approved
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940318
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940318
 Action: CA350 - CMS Approved
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20150219
 Action: CA800YE
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19990824
 Action: CA075ME - CA Prioritization, Facility or area was assigned a medium corrective action priority
 NAICS Code(s): 32511
 Original schedule date: Not reported
 Schedule end date: Not reported

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20000926
 Action: CA720YE - Migration of Contaminated Groundwater under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20000926
 Action: CA725YE - Current Human Exposures Under Control, Yes, Current Human Exposures Under Control has been verified
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20060926
 Action: CA400 - Date For Remedy Selection (CM Imposed)
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 20060926
 Action: CA550RC
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950627
 Action: CA210T - CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action referred to another non-RCRA Federal Authority
 NAICS Code(s): 32511
 Original schedule date: Petrochemical Manufacturing
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19980430

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

Action: CA770GW
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19980430
 Action: CA770GW
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19950830
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19980130
 Action: CA550 - Certification Of Remedy Completion Or Construction Completion
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19990730
 Action: CA150 - RFI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950730
 Action: CA770NG
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19950730
 Action: CA770NG
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19950730
 Action: CA550 - Certification Of Remedy Completion Or Construction Completion
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19940330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19970330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970330
 Action: CA772EP
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19940530
 Action: CA500 - CMI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: SITEWIDE
 Actual Date: 19950930
 Action: CA772ID
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19970930
 Action: CA500 - CMI Workplan Approved
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 1 UNSATURATED SOILS
 Actual Date: 19870831
 Action: CA100 - RFI Imposition
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

EPA ID: NYD075806836
 EPA Region: 02
 Area Name: AREA 2 SATURATED SOILS
 Actual Date: 19870831
 Action: CA100 - RFI Imposition
 NAICS Code(s): 32511
 Petrochemical Manufacturing
 Original schedule date: Not reported
 Schedule end date: Not reported

US ENG CONTROLS:
 EPA ID: NYD075806836
 Site ID: Not reported
 Name: MCKESSON ENVIROSYSTEMS
 Address: 400 BEAR ST

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

SYRACUSE, NY 13204
 EPA Region: 02
 County: ONONDAGA
 Event Code: CA770GW
 Actual Date: 04/09/1998
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported

Action ID: Not reported
 Action Name: Not reported
 Action Completion date: 01/01/1990
 Operable Unit: Not reported
 Contaminated Media : Not reported
 Engineering Control: Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported

Action ID: Not reported
 Action Name: Not reported
 Action Completion date: 01/01/1990
 Operable Unit: Not reported
 Contaminated Media : Not reported
 Engineering Control: Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext: 4159838300
 Latitude: Not reported
 Longitude: Not reported

US INST CONTROL:
 EPA ID: NYD075806836
 Site ID: Not reported
 Name: MCKESSON ENVIROSYSTEMS
 Action Name: Not reported
 Address: 400 BEAR ST
 SYRACUSE, NY 13204

EPA Region: 02
 County: ONONDAGA
 Event Code: CA772EP
 Inst. Control: Not reported
 Actual Date: 03/30/1997
 Complet. Date: 01/01/1990
 Operable Unit: Not reported
 Contaminated Media : Not reported
 Contact Name: GREGG FRANKLIN
 Contact Phone and Ext :4159838300
 Latitude : Not reported
 Longitude : Not reported

EPA ID: NYD075806836
 Site ID: Not reported
 Name: MCKESSON ENVIROSYSTEMS
 Action Name: Not reported

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Address: 400 BEAR ST
SYRACUSE, NY 13204
EPA Region: 02
County: ONONDAGA
Event Code: CA7722
Inst. Control: Not reported
Actual Date: 09/30/1995
Complet. Date: 01/01/1900
Operable Unit: Not reported
Contaminated Media: Not reported
Contact Name: GREGG FRANKLIN
Contact Phone and Ext: -4159838300
Latitude: Not reported
Longitude: Not reported

SHWS:

Program: HW
Site Code: 56333
Classification: Site is properly closed - requires continued management.
Region: 7
Acres: 8.62
HW Code: 734020
Record Add: 11/18/1999
Record Upd: 07/06/2015
Updated By: SLEDWARD

Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakewood District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections 1920's. Occupied by various salt companies 1928-1969; Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951; Tank 7 installed (North Parcel) 1969-1973; Petroleum Storage Facility BP Oil Company (BP) 1973; Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980; ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA), 1982; ICC operations discontinued 1987; Revised part A application for closure submitted to NYSDEC, Remediation Consent Order signed 6/10/87, 1988; Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol"; submitted to NYSDEC, 1989; Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC, Aboveground tanks removed from the site, 1990; Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A FAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unsaturated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Env Problem:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

xylene)s are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit", was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 19, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Dump:

Structure: True
Lagoon: False
Landfill: False
Pond: False
Disp Start: 1973
Disp Term: 1984
Lat/Long: 43.00340 / 76.10.19.0
Del: False
Record Add: 11/18/1999 12:00:00 PM
Record Upd: 2/28/2012 11:19:00 AM
Updated By: FDLONG
Own Op: Owner
Sub Type: E
Owner Name: James E. Fleer
Owner Company: McKesson Corporation
Owner Address: 1 Post Street
34th floor
Owner City, St, Zip: San Francisco, CA 94104
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Christopher Mannes
Owner Company: NYSDEC Region 7 Office
Owner Address: 615 Erie Boulevard West
Owner Address: Not reported
Owner City, St, Zip: Syracuse, NY 13204-2400
Owner Country: United States of America
HW Code: 734020
Waste Type: SPENT SOLVENTS (INCLUDING BTX COMPOUNDS)
Waste Quantity: 20,000 CUBIC YARDS OF
Waste Code: Not reported
HW Code: 734020
Waste Type: BASE/NEUTRALS
Waste Quantity: CONTAMINATED SOIL
Waste Code: Not reported
Cross Ref ID: 3308514
Cross Ref Type Code: 25
County Recording Identifier: Not reported
Record Added Date: 12/4/2014 2:50:00 PM
Record Updated: 12/4/2014 2:50:00 PM
Updated By: SLEDWARD
Cross Ref ID: NYD075806836
Cross Ref Type Code: 96
Cross Ref Type: RCRA EPA ID No.
Record Added Date: 11/18/1999 12:00:00 PM
Record Updated: 3/31/2011 9:34:00 AM
Updated By: DADESNOY
Cross Ref ID: MCKESSON ENVIROSYSTEMS

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Cross Ref Type Code: 27
 Cross Ref Type: Alternate Site Name
 Record Added Date: 6/16/2011
 Record Updated: 6/16/2011
 Updated By: jmm
 Crossref ID: NYD075806836
 Cross Ref Type Code: 05
 Cross Ref Type: EPA Site ID
 Record Added Date: 11/13/1999 12:00:00 PM
 Record Updated: 5/10/2001 4:31:00 PM
 Updated By: REGTRANS

VAPOR REOPENED:

Site Code: 734020
 Facility Status: Complete (No Further Action)

ENG CONTROLS:

Site Code: 56333
 HW Code: 734020
 Control Code: 16
 Control Type: ENG
 Date Record Added: 12/14/2010
 Date Rec Updated: 01/29/2016
 Updated By: PDLONG
 Site Description:

Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

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the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO). Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Env Problem:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and

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xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppm), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PFP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile

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organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
 HW Code: 734020
 Control Code: 22
 Control Type: ENG
 Date Record Added: 05/12/2011
 Date Rec Updated: 01/29/2016
 Updated By: PDLONG
 Site Description:

Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO). Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other

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MCKESSON ENVIROSYSTEMS (Continued)

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solvents. 1980. ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982. ICC operations discontinued. 1987. Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988. Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989. Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990. Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Envr Problem:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were

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MCKESSON ENVIROSYSTEMS (Continued)

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detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for remediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem:

The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

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MCKESSON ENVIROSYSTEMS (Continued)

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INST CONTROL:

Site Code: 56333
Control Name: O&M Plan
HW Code: 734020
Control Code: 33
Control Type: INST
Dt record added: 12/14/2010
Dt rec updated: 01/29/2016
Updated By: PLOONG
Site Code: 56333
Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal. Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakemont District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northeast, and northeast is designated PK (Civic Space/ Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled

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MCKESSON ENVIROSYSTEMS (Continued)

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"Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989. Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990. Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

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Database(s) EDR ID Number
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MCKESSON ENVIROSYSTEMS (Continued)

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N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

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Site Code: 56333
Control Name: IC/E Plan
HW Code: 734020
Control Code: 34
Control Type: INST
Dt record added: 12/14/2010

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Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
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MCKESSON ENVIROSYSTEMS (Continued)

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The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 60 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylene) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylene, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may

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Map ID
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Elevation
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Database(s) EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Site Management Plan
HW Code: 734020
Control Code: 32
Control Type: INST
Dt record added: 12/14/2010
Updated By: PDLONG
Site Code: 56333
Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site

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MCKESSON ENVIROSYSTEMS (Continued)

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Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA) 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decommissioning Protocol" and to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by

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MCKESSON ENVIROSYSTEMS (Continued)

100022268

silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Errata:

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylene) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (t-1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hot spot" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historical (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep

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MCKESSON ENVIROSYSTEMS (Continued)

100022268

well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem:

The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Monitoring Plan
HW Code: 734000
Control Code: 31
Control Type: INST
DI record added: 12/14/2010
DI rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site Description: Location: The McKesson Environments Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material

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Database(s) EDR ID Number
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MCKESSON ENVIROSYSTEMS (Continued)

100022268

storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA) 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decommissioning Protocol" and to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environments Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on

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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Envr Problem:

other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (t-1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Health Problem:

unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1998. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Landuse Restriction
HW Code: 734020
Control Code: 25
Control Type: INST
Dt record added: 12/14/2010
Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site Description: Location: The McKesson Enviroystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lafayette District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Envr Problem:

residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as I9 - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol". to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Enviroystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (t-1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1998. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

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monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
 Control Name: Ground Water Use Restriction
 HW Code: 734020
 Control Code: 08
 Control Type: INST
 Dt record added: 12/14/2010
 Dt rec updated: 01/29/2016
 Updated By: PDLONG
 Site Code: 56333
 Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations throughout the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1961: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA). 1982: ICC operations discontinued. 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

flow system appears to be Onondaga Lake.

Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard concentration in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit 1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A FRP funded Feasibility Study was completed in 1995. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient

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Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
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MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued)

100022268

monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
 Control Name: Soil Management Plan
 HW Code: 734020
 Control Code: 14
 Control Type: INST
 Dt record added: 12/14/2010
 Dt rec updated: 01/29/2016
 Updated By: PDLONG
 Site Code: 56333
 Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations throughout the northeast. During

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Map ID
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MAP FINDINGS

Database(s) EDR ID Number
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Map ID
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MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections 1920's. Occupied by various salt companies, 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA), 1982: ICC operations discontinued 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-Mckesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environmentsystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consisting of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and

Env Problem:

MCKESSON ENVIROSYSTEMS (Continued)

100022268

xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "leakage" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard concentrations in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 16, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit 1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP-funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the initial anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing. The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile

Health Problem:

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Map ID
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MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

Map ID
Direction
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Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Decision Document
HW Code: 734020
Control Code: D
Control Type: INST
Dt record added: 05/12/2011
Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site Description: Location: The McKesson Environmentsystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakemont District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as I5 - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Uses(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections 1920's. Occupied by various salt companies, 1928-1969: Petroleum Storage Facility (ARCO), Tanks 1-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases

site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA), 1982: ICC operations discontinued 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-Mckesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environmentsystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and

site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA), 1982: ICC operations discontinued 1987: Revised part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87. 1988: Operational Unit 01B-Mckesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Environmentsystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake. Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and

Env Problem:

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to

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MCKESSON ENVIROSYSTEMS (Continued)

100022268

occur will be completed should the current use of the site change.

Site Code: 56333
Control Name: Deed Restriction
HW Code: 754020
Control Code: A
Control Type: INST
Dt record added: 12/14/2010
Dt rec updated: 01/29/2016
Updated By: PDLONG
Site Code: 56333
Site Description: Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakeland District, in a zone labeled T5 Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as B - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space Recreation). The area to the south is designated T4 General Urban District. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. 1920's: Occupied by various salt companies. 1928-1969: Petroleum Storage Facility (AFCO), Tanks 14-6 (South Parcel) 1951: Tank 7 installed (North Parcel) 1969-1973: Petroleum Storage Facility BP Oil Company (BP) 1973: Inland Chemical Corporation (ICC) purchases site from BP Oil Company for recycling waste streams and chemical storage including: methanol, methylene chloride and other solvents. 1980: ICC filed a Part A Permit Application for interim status as a hazardous waste storage facility under the Resource Conservation Recovery Act (RCRA), 1982: ICC operations discontinued 1987: Revised Part A application for closure submitted to NYSDEC. Remediation Consent Order signed 6/10/87, 1988: Operational

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

MCKESSON ENVIROSYSTEMS (Continued)

100022268

Unit 01B-McKesson Corporation submitted a RCRA closure plan entitled "Verification of Aboveground Storage Tank Decontamination Protocol" to NYSDEC. 1989: Operational Unit 01B-RCRA Closure certification is submitted to NYSDEC. Aboveground tanks removed from the site. 1990: Notification from NYSDEC that facility was officially closed and that corrective actions would proceed under the Remediation Consent Order which was amended to include both McKesson Corporation and Safety-Kleen Envirosystems Company as Respondents. The Final Remedial Investigation Report was issued in April 1990. The RI revealed significant soil and groundwater contamination. A PAH Distribution Report was issued at the same time. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-1 remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 9 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be Onondaga Lake.

Env Problem: Prior to remediation: Soils: The unsaturated soils addressed by Operable Unit 01 at this site are those approximately four feet in depth which lie above the groundwater elevation. These soils have been contaminated with materials previously stored in tanks at the site. The soils at the site are contaminated with the COCs identified above. Non-halogenated aromatics (benzene, toluene, ethylbenzene, and xylenes) are frequently detected in association with petroleum products (primarily gasoline). Chlorinated aliphatic compounds are commonly used as solvents. They include the following compounds detected at this site: tetrachloroethene (PCE), trichloroethene (TCE), trans-1,2-dichloroethene (1,2-DCE), methylene chloride, and vinyl chloride. The dimethylaniline-related compounds observed at the site are aniline and N,N-dimethylaniline. Acetone, methanol, and chlorobenzene are also present at the site which do not fit into the other classes of chemicals. In general, the chemicals of concern were detected near the former materials loading area and the former locations of the aboveground storage tanks. Groundwater: The groundwater quality results indicate the presence of chemical compounds at concentrations above groundwater quality standards. The identified chemicals in groundwater are: methylene chloride,

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MCKESSON ENVIROSYSTEMS (Continued)

100022268

trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone. Groundwater data from the RI, the Supplemental Sampling program and semi-annual monitoring events indicate that COCs, though present in on-site groundwater have not, with only one exception (aniline at 7 ppb), migrated beyond the site property boundaries. This off-site contaminant "hit" was detected during the August 1996 semi-annual sampling event. While RI information may indicate limited migration of contamination toward the Barge Canal, groundwater information from the Supplemental Investigation supported that the concentration and areal distribution of COCs in groundwater seemed to have decreased in comparison to historic (RI) data. Investigation data also supports that contamination is generally confined to the shallow hydrogeologic unit. This was evidenced by the lack of groundwater standard contravention in samples from the deep well points installed during the Supplemental Investigation. Furthermore, within the deeper hydrogeologic unit there is a freshwater/saltwater interface. This interface exists at a depth of approximately 35 feet bgs. The groundwater in this deeper unit has historically been unusable for drinking because of its high chloride concentrations. Post-Remediation: A Record of Decision (ROD) was issued on March 18, 1994, and called for bioremediation of the unsaturated soils in the area referred to as Operable Unit-1 (OU-1). The bioremediation successfully treated an estimated 20,000 cubic yards of contaminated soil. The saturated soils and groundwater at the site have been designated as OU-2. A PRP funded Feasibility Study was completed in 1996. A Record of Decision (ROD) was signed on March 15, 1997. Design and construction of an anaerobic bioremediation system was completed in early 1998. Based on the process control monitoring data obtained in 2002, the in situ anaerobic bioremediation treatment process is meeting the remedial goals for OU No. 2 presented in the ROD. April 10, 2013 the anaerobic system was shutdown due to asymptotic levels of contamination in the groundwater and no detection of contamination in the down gradient monitoring wells. The system was temporarily shutdown and will be evaluated after 2 years to determine that there is no rebound and the down gradient monitoring wells continue to have no detection of contamination. Long-term site management is ongoing.

Health Problem: The site is fenced. However, since some contaminated soils remain at the site below clean backfill, people will not come into contact with contaminated soils unless they dig below the surface materials. People are not drinking the groundwater because the area is served by a public water supply not affected by site contamination. Volatile organic compounds in the groundwater may move into bedrock fissures and the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently there are no occupied buildings on the site. An evaluation of the potential for soil vapor intrusion to occur will be completed should the current use of the site change.

RCRA NonGen / NLR:
Date form received by agency: 01/01/2007
Facility name: MCKESSON ENVIROSYSTEMS
Facility address: 400 BEAR ST
SYRACUSE, NY 13204

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MCKESSON ENVIROSYSTEMS (Continued) 1000222268

EPA ID: NYD075806836
Mailing address: W BERRY ST SUITE 200 FORT WAYNE, NY 46802
Contact: GREGG FRANKLIN
Contact address: W BERRY ST SUITE 200 FORT WAYNE, NY 46802
Contact country: US
Contact telephone: (415) 983-8300
Contact email: Not reported
EPA Region: 02
Land type: Facility is not located on Indian land. Additional information is not known.
Classification: Non-Generator
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
Owner/operator name: INLAND CHEMICAL CORP
Owner/operator address: 127 W BERRY ST SUITE 200 FORT WAYNE, IN 46802
Owner/operator country: US
Owner/operator telephone: (219) 424-1940
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Owner/Operator name: INLAND CHEMICAL CORPORATION
Owner/operator address: SUITE 200 127 W BERRY STREET OPERCITY, IN 99999
Owner/operator country: US
Owner/operator telephone: (219) 424-1940
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: Yes
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:
Date form received by agency: 01/01/2006
Site name: MCKESSON ENVIROSYSTEMS
Classification: Not a generator, verified

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

Date form received by agency: 05/11/1998
Site name: MCKESSON ENVIRO SYSTEMS
Classification: Large Quantity Generator

Date form received by agency: 11/19/1980
Site name: MCKESSON ENVIROSYSTEMS
Classification: Not a generator, verified

Waste code: F002
Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F005
Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Date form received by agency: 07/14/1980
Site name: MCKESSON ENVIROSYSTEMS
Classification: Large Quantity Generator

Waste code: D001
Waste name: IGNITABLE WASTE

Waste code: F001
Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F002
Waste name: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F003

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

Waste code: U213
Waste name: FURAN, TETRAHYDRO-(I) (OR) TETRAHYDROFURAN (I)

Waste code: U220
Waste name: BENZENE, METHYL-(OR) TOLUENE

Waste code: U226
Waste name: ETHANE, 1,1,1-TRICHLORO-(OR) METHYL CHLOROFORM

Waste code: U228
Waste name: ETHENE, TRICHLORO-(OR) TRICHLOROETHYLENE

Waste code: U239
Waste name: BENZENE, DIMETHYL-(I,T) (OR) XYLENE (I)

Date form received by agency: 12/31/1979
Site name: MCKESSON ENVIROSYSTEMS
Classification: Large Quantity Generator

Corrective Action Summary:
Event date: 08/05/1987
Event: RFI Imposition
Event date: 08/31/1987
Event: RFI Imposition
Event date: 07/30/1990
Event: RFI Workplan Approved
Event date: 03/18/1994
Event: RFI Approved
Event date: 03/18/1994
Event: CMS Approved
Event date: 03/18/1994
Event: Date For Remedy Selection (CM Imposed)
Event date: 03/30/1994
Event: CA772EP
Event date: 05/30/1994
Event: CMI Workplan Approved
Event date: 04/18/1995
Event: RFA Completed
Event date: 05/15/1995
Event: RFA Determination Of Need For An RFI, RFI is Necessary;
Event date: 06/27/1995
Event: CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action referred to another non-RCRA Federal Authority.
Event date: 07/30/1995
Event: Certification Of Remedy Completion Or Construction Completion

Waste code: F005
Waste name: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: U002
Waste name: 2-PROPANONE (I) (OR) ACETONE (I)

Waste code: U012
Waste name: ANILINE (I,T) (OR) BENZENAMINE (I,T)

Waste code: U018
Waste name: BENZ(A)ANTHRACENE

Waste code: U031
Waste name: 1-BUTANOL (I) (OR) N-BUTYL ALCOHOL (I)

Waste code: U080
Waste name: METHANE, DICHLORO-(OR) METHYLENE CHLORIDE

Waste code: U112
Waste name: ACETIC ACID, ETHYL ESTER (I) (OR) ETHYL ACETATE (I)

Waste code: U140
Waste name: 1-PROPANOL, 2-METHYL-(I,T) (OR) ISOBUTYL ALCOHOL (I,T)

Waste code: U154
Waste name: METHANOL (I) (OR) METHYL ALCOHOL (I)

Waste code: U159
Waste name: 2-BUTANONE (I,T) (OR) METHYL ETHYL KETONE (MEK) (I,T)

Waste code: U161
Waste name: 4-METHYL-2-PENTANONE (I) (OR) METHYL ISOBUTYL KETONE (I) (OR) PENTANOL, 4-METHYL-

Waste code: U188
Waste name: PHENOL

Waste code: U210
Waste name: ETHENE, TETRACHLORO-(OR) TETRACHLOROETHYLENE

MCKESSON ENVIROSYSTEMS (Continued) 1000222268

Waste code: U213
Waste name: FURAN, TETRAHYDRO-(I) (OR) TETRAHYDROFURAN (I)

Waste code: U220
Waste name: BENZENE, METHYL-(OR) TOLUENE

Waste code: U226
Waste name: ETHANE, 1,1,1-TRICHLORO-(OR) METHYL CHLOROFORM

Waste code: U228
Waste name: ETHENE, TRICHLORO-(OR) TRICHLOROETHYLENE

Waste code: U239
Waste name: BENZENE, DIMETHYL-(I,T) (OR) XYLENE (I)

Date form received by agency: 12/31/1979
Site name: MCKESSON ENVIROSYSTEMS
Classification: Large Quantity Generator

Corrective Action Summary:
Event date: 08/05/1987
Event: RFI Imposition
Event date: 08/31/1987
Event: RFI Imposition
Event date: 07/30/1990
Event: RFI Workplan Approved
Event date: 03/18/1994
Event: RFI Approved
Event date: 03/18/1994
Event: CMS Approved
Event date: 03/18/1994
Event: Date For Remedy Selection (CM Imposed)
Event date: 03/30/1994
Event: CA772EP
Event date: 05/30/1994
Event: CMI Workplan Approved
Event date: 04/18/1995
Event: RFA Completed
Event date: 05/15/1995
Event: RFA Determination Of Need For An RFI, RFI is Necessary;
Event date: 06/27/1995
Event: CA Responsibility Referred To A Non-RCRA Federal Authority, Corrective Action referred to another non-RCRA Federal Authority.
Event date: 07/30/1995
Event: Certification Of Remedy Completion Or Construction Completion

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 100022268

Event date: 07/30/1995
Event: CA77ONG

Event date: 08/30/1995
Event: RFI Workplan Approved

Event date: 09/30/1995
Event: CA772ID

Event date: 09/03/1996
Event: CA Prioritization, Facility or area was assigned a low corrective action priority.

Event date: 03/15/1997
Event: Date For Remedy Selection (CM Imposed)

Event date: 03/15/1997
Event: CMS Approved

Event date: 03/15/1997
Event: RFI Approved

Event date: 03/30/1997
Event: CA772EP

Event date: 09/30/1997
Event: CMI Workplan Approved

Event date: 01/30/1998
Event: Certification Of Remedy Completion Or Construction Completion

Event date: 04/30/1998
Event: CA770GW

Event date: 06/24/1999
Event: CA Prioritization, Facility or area was assigned a medium corrective action priority.

Event date: 09/26/2000
Event: Irrigation of Contaminated Groundwater Under Control, Yes, Migration of Contaminated Groundwater Under Control has been verified. Based on a review of information contained in the EI determination, it has been determined that migration of contaminated groundwater is under control at the facility. Specifically, this determination indicates that the migration of contaminated groundwater is under control, and that monitoring will be conducted to confirm that contaminated groundwater remains within the existing area of contaminated groundwater. This determination will be re-evaluated when the Agency becomes aware of significant changes at the facility.

Event date: 09/26/2000
Event: Current Human Exposures under Control, Yes, Current Human Exposures Under Control has been verified. Based on a review of information contained in the EI determination, current human exposures are expected to be under control at the facility under current and reasonably expected conditions. This determination will be re-evaluated when the Agency/State becomes aware of significant

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 100022268

changes at the facility.

Event date: 09/26/2006
Event: CA550RC

Event date: 09/26/2006
Event: Date For Remedy Selection (CM Imposed)

Event date: 11/14/2014
Event: CA577

Event date: 02/19/2015
Event: CA800YE

Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 05/03/1984
Date achieved compliance: 08/13/1984
Violation lead agency: EPA
Enforcement action: Not reported
Enforcement action date: Not reported
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: Not reported
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 04/29/1992
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: EPA

Evaluation date: 06/15/1988
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 09/29/1987
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 03/03/1986
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 09/13/1984
Evaluation: NON-FINANCIAL RECORD REVIEW

MAP FINDINGS

MCKESSON ENVIROSYSTEMS (Continued) 100022268

Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 08/13/1984
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 05/03/1984
Evaluation: FINANCIAL RECORD REVIEW
Area of violation: Generators - General
Date achieved compliance: 08/13/1984
Evaluation lead agency: EPA

2020 COR ACTION:
EPA ID: NYD075806836
Region: 2
Action: Remedy Constructed

FINDS:
Registry ID: 110032990627

Environmental Interest/Information System
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:
EnvId: 100022268
Registry ID: 110032990627
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110032990627

MAP FINDINGS

HESS STATION 32348 (Continued) S105054573

Referred To: Not reported
Reported to Dept: 2001-04-06
CID: 405
Water Affected: Not reported
Spill Notifier: Responsible Party
Last Inspection: Not reported
Recommended Penalty: False
UST Involvement: False
Remediation Phase: 0
Date Entered in Computer: 2001-04-06
Spill Record Last Update: 2001-04-20
Spiller Name: DAVID LEE
Spiller Company: HESS STATION 32348
Spiller Address: 685 HIAWATHA BL
Spiller City, St, Zip: SYRACUSE, NY 13204-0001
Spiller County: DAVID LEE
Spiller Contact: (518) 436-6585
Spiller Phone: Not reported
Spiller Extension: 7
DEC Region: 111986
DER Facility ID: "Prior to Sept, 2004 data translation this spill_Lead_DEC Field was CM *"
DEC Memo: "FD ON SITE CLEANED UP"

Remarks:

Material:
Site ID: 129945
Operable Unit ID: 838770
Operable Unit: 01
Material ID: 560402
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 7.00
Units: Gallons
Recovered: 7.00
Resource Affected: Not reported
Oxygenate: Not reported

Tank Test:

97 HESS STATION 32348 NY LTANKS S105054573
SW 685 HIAWATHA BL N/A
1/4-1/2 SYRACUSE, NY
0.473 ml.
2500 ft.

Relative: LTANKS:
Lower Site ID: 129945
Spill Number/Closed Date: 0100218 / 2001-04-20
Spill Date: 2001-04-06
Spill Cause: Tank Overflow
Spill Source: Commercial Vehicle
Spill Class: Known release with minimal potential for fire or hazard. DEC Response.
Cleanup Ceased: Willing Responsible Party. Corrective action taken.
Cleanup Meets Standard: Not reported
SWIS: 3415
Investigator: CFMANNES

98 ABC USED AUTO PARTS NY SWFL/F S10646803
East 2424 LODI STREET N/A
1/4-1/2 SYRACUSE, NY 13208
0.480 ml.
2532 ft.

Relative: SWFL/F:
Higher Flag: INACTIVE
Region Code: 7
Phone Number: 3154762144
Actual: Owner Name: Not reported
419 ft. Owner Type: Not reported
Owner Address: Not reported
Owner Addr2: Not reported

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

ABC USED AUTO PARTS (Continued)

S108468053

Owner City,St,Zip: Not reported
 Owner Email: Not reported
 Owner Phone: Not reported
 Contact Name: Not reported
 Contact Address: Not reported
 Contact Addr2: Not reported
 Contact City,St,Zip: Not reported
 Contact Email: Not reported
 Contact Phone: Not reported
 Activity Desc: Vehicle Dismantling
 Activity Number: Not reported
 Active: No
 East Coordinate: 408470
 North Coordinate: 4768884
 Accuracy Code: Not reported
 Regulatory Status: Not reported
 Waste Type: Not reported
 Authorization #: Not reported
 Authorization Date: Not reported
 Expiration Date: Not reported

899 East 1/4-1/2 0.480 mi. 2532 ft. Relative: Higher Actual: 419 ft.

ABC USED AUTO PARTS 2424 LODI STREET SYRACUSE, NY
 Site 2 of 2 in cluster S
 RGA LF:
 2012 ABC USED AUTO PARTS 2424 LODI STREET
 2011 ABC USED AUTO PARTS 2424 LODI STREET
 2010 ABC USED AUTO PARTS 2424 LODI STREET
 2009 ABC USED AUTO PARTS 2424 LODI STREET
 2008 ABC USED AUTO PARTS 2424 LODI STREET
 2007 ABC USED AUTO PARTS 2424 LODI STREET

NY RGA LF S114854121 N/A

100 SW 1/4-1/2 0.492 mi. 2997 ft. Relative: Lower Actual: 373 ft.

HESS STATION OIL CITY, HIAWATHA BLVD SYRACUSE, NY
 LTANKS:
 Site ID: 94430
 Spill Number/Closed Date: 8802741 / 1989-04-19
 Spill Date: 1989-06-20
 Spill Cause: Tank Failure
 Spill Source: Gasoline Station or other PBS Facility
 Spill Class: Not reported
 Cleanup Ceased: 1989-04-19
 Cleanup Meets Standard: True
 SWIS: 3415
 Investigator: VOLLMER
 Referred To: Not reported
 Referred to Dept: 1989-06-20
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Responsible Party

NY LTANKS S100157562 N/A

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

HESS STATION (Continued)

S100157562

Last Inspection: Not reported
 Recommended Penalty: False
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1989-07-08
 Spill Record Last Update: 1989-05-15
 Spiller Name: Not reported
 Spiller Company: AMERADA HESS
 Spiller Address: Not reported
 Spiller City,St,Zip: NY
 Spiller County: 999
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extension: Not reported
 DEC Region: 7
 DER Facility ID: 260671
 DEC Memo: *Prior to Sept. 2004 data translation this spill Lead_DEC Field was DV 06/20/88: 4 MONITORING WELLS TO BE INSTALLED, WITH NEW TANKS. MONITOR FOR FREEPRODUCT. LARGE AMOUNT OF CONTAMINATED SOIL TO BE DISPOSED OF. GIAMARINO IS CONTRACTOR, 11/23/88: MONITORING. 04/19/89: CHECKED MW IN TANK FIELD. NO FREE PROD OR SHEEN. SLIGHT PETRO ODOR. NO REMEDIATION WARRANTED AT H/THIS TIME. *FOUND CONTAMINATED GROUNDWATER DURING TANK REMOVAL PROJECT.*

Remarks:

Material:
 Site ID: 94430
 Operable Unit ID: 919953
 Operable Unit: 01
 Material ID: 458310
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: Gallons
 Recovered: .00
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

101 NE 1/2-1 0.507 mi. 2676 ft. Relative: Higher Actual: 393 ft.

TERRELL ASSOCIATES INC W HIAWATHA BLVD SYRACUSE, NY 13208
 SHWS:
 Program: HW
 Site Code: 57612
 Classification: Site is properly closed - requires continued management.
 Region: 7
 Acres: 5.36
 HW Code: 734048
 Record Add: 11/18/1999
 Record Upd: 02/26/2016

NY SHWS 1000355613 NY ENG CONTROLS NYD986869253 NY INST CONTROL RCRA NonGen / NLR NY MANIFEST

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

TERRELL ASSOCIATES INC (Continued)

1000355613

Updated By: HDWARNER
 Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1989 and confirmed the levels of contamination. An Interim Remedial Measure (IM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RI/FS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation Lamp; Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDDEC for review. The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedences of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.
 Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.
 Dump: True
 Structure: False
 Lagoon: False
 Landfill: False
 Pond: False
 Disp Start: unknown
 Disp Term: unknown
 Lat/Long: 43:04:11.0 / 76:10:27.0
 Del: False
 Record Add: 11/18/1999 12:00:00 PM
 Record Upd: 3/29/2011 11:06:00 AM
 Updated By: CFMANNES

Map ID Direction Distance Elevation Site Database(s) EDR ID Number EPA ID Number

MAP FINDINGS

TERRELL ASSOCIATES INC (Continued)

1000355613

Own Op: Disp. Owner
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: CLARK CONCRETE COMPANY, INC.
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: NNN
 Owner Name: ROBERT SCHOENECK
 Owner Company: Destiny USA
 Owner Address: 9090 Destiny USA Drive
 Owner Addr2: Not reported
 Owner City,St,Zip: SYRACUSE, NY 13204
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: NNN
 Owner Name: Not reported
 Owner Company: UNKNOWNS
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: ZZ
 Owner Country: United States of America
 Own Op: On-Site Operator
 Sub Type: E
 Owner Name: ROBERT SCHOENECK
 Owner Company: Destiny USA
 Owner Address: 9090 Destiny USA Drive
 Owner Addr2: Not reported
 Owner City,St,Zip: SYRACUSE, NY 13204
 Owner Country: United States of America
 Own Op: Owner
 Sub Type: E
 Owner Name: EXCHANGE THE CLINTON
 Owner Company: CLARK CONCRETE COMPANY, INC.
 Owner Address: 4 CLINTON SQUARE
 Owner Addr2: Not reported
 Owner City,St,Zip: SYRACUSE, NY 13202
 Owner Country: United States of America
 HW Code: 734048
 Waste Type: CHLORINATED AND NON-CHLORINATED HYDROCARBONS
 Waste Quantity: UNKNOWNS
 Waste Code: Not reported
 Crossref ID: Not reported
 Cross Ref Type Code: Not reported
 Cross Ref Type: Not reported
 Record Added Date: Not reported
 Record Updated: Not reported
 Updated By: Not reported

ENG CONTROLS:
 Site Code: 57612
 HW Code: 734048
 Control Code: 18
 Control Type: ENG
 Date Record Added: 06/04/2007

Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

TERRELL ASSOCIATES INC (Continued) 1000355613

Date Rec Updated: 04/18/2011
Updated By: SRHEIGEL
Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RIFS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

Site Code: 57612
HW Code: 734048
Control Code: 17
Control Type: ENG
Date Record Added: 06/04/2007
Date Rec Updated: 04/18/2011
Updated By: SRHEIGEL
Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center.

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Map ID
Direction
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Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

TERRELL ASSOCIATES INC (Continued) 1000355613

Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RIFS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

Site Code: 57612
HW Code: 734048
Control Code: 15
Control Type: ENG
Date Record Added: 06/04/2007
Date Rec Updated: 04/18/2011
Updated By: SRHEIGEL
Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

TERRELL ASSOCIATES INC (Continued) 1000355613

uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RIFS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

Site Code: 57612
HW Code: 734048
Control Code: 16
Control Type: ENG
Date Record Added: 06/04/2007
Date Rec Updated: 04/18/2011
Updated By: SRHEIGEL
Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and

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Map ID
Direction
Distance
Elevation
Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

TERRELL ASSOCIATES INC (Continued) 1000355613

groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RIFS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

INST CONTROL:
Site Code: 57612
Control Name: Decision Document
HW Code: 734048
Control Code: D
Control Type: INST
Dt rec added: 06/04/2007
Dt rec updated: 04/18/2011
Updated By: SRHEIGEL
Site Code: 57612
Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in

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TERRELL ASSOCIATES INC (Continued) 1000355613

December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RI/FS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

Site Code: 57612
 Control Name: Site Management Plan
 HW Code: 734048
 Control Code: 32
 Control Type: INST
 Dt record added: 06/04/2007
 Dt rec updated: 04/18/2011
 Updated By: SRHEIGEL
 Site Code: 57612

Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial

TERRELL ASSOCIATES INC (Continued) 1000355613

Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RI/FS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

Site Code: 57612
 Control Name: O&M Plan
 HW Code: 734048
 Control Code: 33
 Control Type: INST
 Dt record added: 06/04/2007
 Dt rec updated: 04/18/2011
 Updated By: SRHEIGEL
 Site Code: 57612

Site Description: The Clark Property site is located in an urban portion of Onondaga County, New York at 372 West Hiawatha Boulevard within the City of Syracuse. The site is on portions of the current shopping center, Carousel Center Mall. Currently, portions of the site are used for parking and shopping center purposes. In other portions, excavated materials have been placed in a lined containment cell. The surrounding parcels are currently used for a combination of commercial, light industrial, retail, municipal and recreational uses. The nearest residential area is mile to the north and northeast. The site was formerly a heavily commercial and industrial area located along wetlands adjacent to Onondaga Lakes southeastern shore line. Historical releases of chlorinated and non-chlorinated solvents occurred, resulting in surface soil, subsurface soil and groundwater contamination. Completed investigation and remediation efforts include soil and groundwater sampling and analysis in December 1987. Results revealed relatively high levels of site-related contaminants. Re-sampling and analysis was conducted in 1988 and confirmed the levels of contamination. An Interim Remedial Measure (IRM) consisting of leachate collection and treatment was completed in August 1990. Currently, groundwater is being pumped, treated at a small on-site plant and discharged in accordance with a

TERRELL ASSOCIATES INC (Continued) 1000355613

SPDES permit. The contaminated soil has been removed and placed into a lined cell which is periodically monitored. A Remedial Investigation/Feasibility Study (RI/FS) has been completed. A Proposed Remedial Action Plan (PRAP) was approved in 1994. A Record Of Decision (ROD) was signed on March 25, 1994. The ROD calls for no further remedial action. Operation & Monitoring (O&M) of the treatment plant and the lined and capped holding cell is ongoing. Groundwater quality monitoring reports are periodically submitted to the NYSDEC for review.

Env Problem: The primary contaminants of concern at the site include chlorinated and non-chlorinated solvents. Investigation of the site indicated surface and subsurface soil as well as groundwater contamination. Exceedances of standards, criteria and guidance include chlorinated and non-chlorinated solvents in soils and groundwater. Operation and monitoring of the groundwater treatment system has mitigated the threat of impact to nearby Onondaga Creek and the Barge Canal. Monitoring reports indicate that the system is continuing to operate as designed. Periodic Report Submitted in Process of Review. This site is in review process for possible allowance into BCP. Ongoing review as by SPILLS MANAGEMENT SECTION.

Health Problem: Contaminated soils have been excavated and placed in a secure treatment cell. Long term monitoring of groundwater is ongoing. Potential for exposures has been eliminated.

RCRA NonGen / NLR:

Date form received by agency: 01/01/2007
 Facility name: TERRELL ASSOCIATES INC
 Facility address: W HIAWATHA BLVD SYRACUSE, NY 13208
 EPA ID: NYD98689253
 Contact: Not reported
 Contact address: W HIAWATHA BLVD SYRACUSE, NY 13208
 Contact country: US
 Contact telephone: Not reported
 Contact email: Not reported
 EPA Region: 02
 Classification: Non-Generator
 Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
 Owner/operator name: CLARK CONCRETE CO INC
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Owner/operator name: CLARK CONCRETE CO INC
 Owner/operator address: NOT REQUIRED, WY 99999
 Owner/operator country: US
 Owner/operator telephone: (212) 555-1212

TERRELL ASSOCIATES INC (Continued) 1000355613

Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: Not reported
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 Used oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 01/01/2006
 Site name: TERRELL ASSOCIATES INC
 Classification: Not a generator, verified

Date form received by agency: 07/08/1999
 Site name: TERRELL ASSOCIATES INC
 Classification: Not a generator, verified

Date form received by agency: 06/10/1988
 Site name: TERRELL ASSOCIATES INC
 Classification: Large Quantity Generator

Waste code: D001
 Waste name: IGNITABLE WASTE

Violation Status: No violations found

NY MANIFEST:

Country: USA
 EPA ID: NYD98689253
 Facility Status: Not reported
 Location Address 1: 372 WEST HIAWATHA BLVD
 Code: BP
 Location Address 2: Not reported
 Total Tanks: Not reported
 Location City: SYRACUSE
 Location State: NY
 Location Zip: 13208
 Location Zip 4: Not reported

NY MANIFEST: EPAID: NYD98689253
 Mailing Name: TERRELL ASSOCIATES
 Mailing Contact: TERRELL ASSOCIATES

Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

TERRELL ASSOCIATES INC (Continued) 1000355613

Mailing Address 1: C/O 10 THURLLOW TERRACE
 Mailing Address 2: Not reported
 Mailing City: ALBANY
 Mailing State: NY
 Mailing Zip: 12203
 Mailing Zip 4: Not reported
 Mailing Country: USA
 Mailing Phone: 3154277128

NY MANIFEST:
 Document ID: NYA5285277
 Manifest Status: C
 seq: Not reported
 Year: 1988
 Trans1 State ID: LRS536
 Trans2 State ID: Not reported
 Generator Ship Date: 06/10/1988
 Trans1 Recv Date: 06/10/1988
 Trans2 Recv Date: / /
 TSD Site Recv Date: 06/13/1988
 Part A Recv Date: 06/29/1988
 Part B Recv Date: 05/21/1988
 Generator EPA ID: NYD98686253
 Trans1 EPA ID: NYD099328395
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD043515703
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D001 - NON-LISTED IGNITABLE WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00110
 Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 002
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00055

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

TERRELL ASSOCIATES INC (Continued) 1000355613

Units: G - Gallons (liquids only)* (8.3 pounds)
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100
 Waste Code: F003 - UNKNOWN
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00200
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning.
 Specific Gravity: 100

T102 SW 1/2-1 0.717 mi. 3788 ft. ROTH STEEL, RICHMOND AVE RICHMOND AVE SYRACUSE, NY 13204 NY SHWS S113916890 N/A

Site 2 of 2 in cluster T
 Relative Lower: SHWS:
 Program: HW
 Site Code: 56362
 Classification: N
 Region: 7
 Acres: Not reported
 HW Code: 734077
 Record Add: 11/18/1999
 Record Upd: 07/12/2004
 Updated By: lefiato
 Site Description: Description Not Available
 Env Problem: Not reported
 Health Problem: Not reported
 Dump: Not reported
 Structure: Not reported
 Lagoon: Not reported
 Landfill: Not reported
 Pond: Not reported
 Disp Start: Not reported
 Disp Term: Not reported
 Lat/Long: Not reported
 Dell: Not reported
 Record Add: Not reported
 Record Upd: Not reported
 Updated By: Not reported
 Own Op: Not reported
 Sub Type: Not reported
 Owner Name: Not reported
 Owner Company: Not reported
 Owner Address: Not reported
 Owner Addr2: Not reported
 Owner City,St,Zip: Not reported
 Owner Country: Not reported
 HW Code: Not reported

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

ROTH STEEL, RICHMOND AVE (Continued) S113916890

Waste Type: Not reported
 Waste Quantity: Not reported
 Waste Code: Not reported
 Crossref ID: Not reported
 Cross Ref Type Code: Not reported
 Cross Ref Type: Not reported
 Record Added Date: Not reported
 Record Updated: Not reported
 Updated By: Not reported

T103 SW 1/2-1 0.717 mi. 3788 ft. 800 HIAWATHA BOULEVARD WEST (FORMER ROTH STEEL) NY SHWS S111064831 NY SHWS S111064831 N/A NY BROWNFIELDS NY Spills

Site 2 of 2 in cluster T
 Relative Lower: SHWS:
 Program: HW
 Site Code: 57168
 Classification: P
 Region: 7
 Acres: 23
 HW Code: 734083
 Record Add: 04/04/2003
 Record Upd: 05/05/2015
 Updated By: HDWARNER
 Site Description: Location: The Roth Steel Site is located at 800 Hiawatha Boulevard, Syracuse, Onondaga County, NY. The site occupies approximately 23 acres of land and is bound to the north by Onondaga Lake, to the northeast by the Metropolitan Wastewater Treatment Plant, to the west by commercial property, and to the south and southeast by Hiawatha Boulevard. Site Features: There are various buildings and metal processing equipment located on the site, including an office building, maintenance shop, shredder, and an Eddy Current Sorter. The center of the site contains a manmade, unlined pond that receives stormwater pumped from the shredder area. Current Zoning and Land Use: The site is currently inactive and zoned for industrial use. Land uses surrounding the site generally consist of business districts with mixed commercial and industrial properties to the south, west and east. Past Use of the Site: The site was used as a metal recycling facility from approximately 1967 to 2014. Discarded automobiles were shredded and processed to recover the metals. Non-ferrous metals were separated from the non-metallic materials or automobile shredder residue (ASR). Historically, ASR was buried in two small areas (referred to as Cell #1 and Cell #2) located on the northwest end of the site near a rail spur. Consent Order D7-1015-11-04 was issued December 28, 2007, between Roth Steel Corporation and the New York State Department of Environmental Conservation (NYSDEC). Requirements of the CO include solid waste and petroleum investigations to determine if any contaminants are being released or migrating from two shredder fluff cells into waters of the state and/or from on-site soil or groundwater. Consent Order R7-20121101-89 was issued on January 31, 2013, and involved the removal of an ASR pile adjacent to the ponded area. An investigation was performed at the site beginning in summer 2010. The Site Investigation Report was submitted in June 2013. Site Geology and Hydrology: The site is located in a former area of extensive natural shoreline and lowland deposits consisting of marl and organic

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Map ID Direction Distance Elevation Site MAP FINDINGS Database(s) EDR ID Number EPA ID Number

800 HIAWATHA BOULEVARD WEST (FORMER ROTH STEEL) S111064831

vegetation, covered by anthropogenic fill, consisting of poorly sorted gravel-sized material with lesser quantities of sand and silt. A layer of concrete, used for stabilization purposes, is found in many locations across the site. Solvay waste deposit was encountered between 8 and 12 ft below ground surface during the site investigation across most of the site. Groundwater flows in a northerly direction toward Onondaga lake and is encountered approximately 1 to 4 feet below grade. Shallow soil samples collected in 2008 as part of a preliminary site investigation revealed low levels of PCBs in site soils. Additional soil and groundwater investigations conducted in July 2010 revealed both PCB and lead contamination in both soil and groundwater above standards. The onsite lagoon contained concentrations of PCBs and lead in sediment up to 38 and 1370 ppm, respectively. Groundwater immediately downgradient of the lagoon area contained concentrations of PCBs and lead at 5 and 0.1 ppb, respectively, and PCBs have been detected in downgradient monitoring wells up to 5 ppb. The site in being managed under a Consent Order. The draft Site Investigation Report was rejected by the Department in November 2013. In Spring 2014, the previous owner declared bankruptcy, and the site was purchased by the current owner in November 2014. As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns.
 Env Problem: Not reported
 Health Problem: Not reported
 Dump: Not reported
 Structure: Not reported
 Lagoon: Not reported
 Landfill: Not reported
 Pond: Not reported
 Disp Start: Not reported
 Disp Term: Not reported
 Lat/Long: Not reported
 Dell: Not reported
 Record Add: Not reported
 Record Upd: Not reported
 Updated By: Not reported
 Own Op: Owner
 Sub Type: 03
 Owner Name: Not reported
 Owner Company: Roth Steel Corporation
 Owner Address: 800 Hiawatha Blvd. West
 Owner Addr2: Not reported
 Owner City,St,Zip: Syracuse, NY 13204
 Owner Country: United States of America
 HW Code: Not reported
 Waste Type: Not reported
 Waste Quantity: Not reported
 Waste Code: Not reported
 Crossref ID: Not reported
 Cross Ref Type Code: Not reported
 Cross Ref Type: Not reported
 Record Added Date: Not reported
 Record Updated: Not reported
 Updated By: Not reported

BROWNFIELDS: Program: BCP

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800 HIAWATHA BOULEVARD WEST (FORMER ROTH STEEL) (Continued) S111064831

Site Code: 504609
 Acres: 23.9
 HW Code: C734083
 SWIS: 3415
 Town: Syracuse (c)
 Record Added Date: 02/13/2015
 Record Updated Date: 12/07/2015
 Update By: EXANDERS
 Site Description: LocationThe former Roth Steel Site is located at 800 Hiawatha Boulevard West, Syracuse, NY. The property is located north of the intersection of Hiawatha Boulevard with State Fair Boulevard. The site is located in an urban setting just south of Onondaga Lake and is surrounded by industrial and commercial properties. Site FeaturesThe property includes four tax parcels totaling 23.9 acres of land. The site is accessible via driveway off of Hiawatha Boulevard. The property has approximately 1300 feet of road frontage along Hiawatha Boulevard. There are eight buildings on the property. A paved drive way surrounds buildings 1, 2, and 3. Unpaved driveways and storage areas surround buildings (4, 5, 6, 7, and 8). A stormwater pond is located in the center of the property. The pond is approximately 100 feet by 300 feet. Waste materials, fill and debris are present on the undeveloped portion of the site. Current Zoning and Land UseThe site is the former Roth Steel facility and was previously used for processing and recycling scrap metal up until 2014. The site is located in an industrial and commercial area on the southern end of Onondaga Lake and is zoned as an industrial district. The site is currently vacant. Past Use of the SiteThe site operated as a metal processing and recycling center from 1950s to 2014. The site is located on the southern edge of Onondaga Lake. The southern shore of Onondaga Lake was formerly a location for salt production when the salt industry flourished in Syracuse. Construction of the Erie Canal led to lowering of the lake level and exposure of previously submerged land area. The site was constructed on fill placed over the exposed land. Site Geology and HydrogeologyThe site consists of anthropologic fill overlying native deposits. The upper portion of the fill consists of gravel-sized material with lesser amounts of sand and silt. In some locations the fill contains small quantities of cinder, ash, plastic, brick, glass, metal, and wood. The lower portion of the fill consists of Solvay waste, a white to light grey silt sized granular material. The underlying deposits beginning at 12 feet below grade, consist of a brown or gray sand and varying amounts of silt, with shells at some locations. Groundwater flows to the northwest towards Onondaga Lake. A groundwater mounding condition appears to be present in the vicinity of the on-site surface impoundment. Shallow groundwater exists in unconfined conditions within the anthropologic fill. Depth to water ranges from 4.4 feet to 10.8 feet. Information submitted with the BCP application regarding the environmental condition at the site are currently under review and will be revised as additional information becomes available. Health Problem: Information submitted with the BCP application regarding the conditions at the site are currently under review and will be revised as additional information becomes available.

Env Problem:

Health Problem:

SPILLS:
 Facility ID: 1102961
 Facility Type: ER
 DER Facility ID: 405059

800 HIAWATHA BOULEVARD WEST (FORMER ROTH STEEL) (Continued) S111064831

Site ID: 450499
 DEC Region: 7
 Spill Date: 2011-06-15
 Spill Number/Closed Date: 1102961 / 2011-06-21
 Spill Cause: Equipment Failure
 Spill Class: Possible release with minimal potential for fire or hazard or Known release with no damage. DEC Response. Willing Responsible Party. Corrective action taken.
 SWIS: 3415
 Investigator: cxrossi
 Referred To: Not reported
 Reported to Dept: 2011-06-15
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial Vehicle
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False
 Last Inspection: Not reported
 Recommended Penalty: False
 UST Trust: False
 Remediation Phase: 0
 Date Entered In Computer: 2011-06-15
 Spill Record Last Update: 2011-06-21
 Spiller Name: Not reported
 Spiller Company: ROTH STEEL CORP
 Spiller Address: Not reported
 Spiller City, St, Zip: NY 999
 Spiller Company: MARK CLEMENT
 Contact Name: Not reported
 DEC Memo: Not reported
 Remarks: "spill to concrete pad/clean up underway"

Material:
 Site ID: 450499
 Operable Unit ID: 1200707
 Operable Unit: 01
 Material ID: 2197129
 Material Code: 0010
 Material Name: hydraulic oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: 30.00
 Units: Gallons
 Recovered: Not reported
 Resource Affected: Not reported
 Oxygenate: Not reported

Tank Test:

U104 SSE 1/2-1 0.769 mi. 4062 ft. Lower Actual: 362 ft. S&W REDEVELOPMENT, LLC SPENCE ST SYRACUSE, NY 13204 RCRA-SQG 1008374481 NY SHWS NYR000132209 NY MANIFEST

RCRA-SQG: 1008374481
 NY SHWS: NYR000132209
 NY MANIFEST

Site 1 of 2 in cluster U

RCRA-SQG: 1008374481
 Date form received by agency: 01/01/2007
 Facility name: S&W REDEVELOPMENT, LLC
 Facility address: SPENCE ST SYRACUSE, NY 13204
 EPA ID: NYR000132209
 Mailing address: E GENESEE ST SUITE 401 SYRACUSE, NY 13202
 Contact: DAVID W STONER
 Contact address: Not reported
 Contact country: US
 Contact telephone: (315) 422-4949
 Telephone ext.: STONER
 Contact email: DSTONER@SWREDEV.COM
 EPA Region: 02
 Classification: Small Small Quantity Generator
 Description: Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:
 Owner/operator name: S&W REDEVELOPMENT LLC
 Owner/operator address: E GENESEE ST SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 09/05/2002
 Owner/Op end date: Not reported

Owner/operator name: S & W REDEVELOPMENT LLC
 Owner/operator address: E GENESEE ST SUITE 401 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Owner
 Owner/Op start date: 09/05/2002
 Owner/Op end date: Not reported

Owner/operator name: NO NAME FOUND
 Owner/operator address: Not reported
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 09/05/2002

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Owner/Op end date: Not reported
 Owner/operator name: S & W REDEVELOPMENT LLC
 Owner/operator address: E GENESEE ST SUITE 401 SYRACUSE, NY 13202
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: Private
 Owner/Operator Type: Operator
 Owner/Op start date: 09/05/2002
 Owner/Op end date: Not reported

Handler Activities Summary:
 U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:
 Date form received by agency: 02/02/2006
 Site name: S&W REDEVELOPMENT, LLC
 Classification: Not a generator, verified

Waste code: D001
 Waste name: IGNITABLE WASTE

Waste code: D002
 Waste name: CORROSIVE WASTE

Waste code: D006
 Waste name: CADMIUM

Waste code: D007
 Waste name: CHROMIUM

Waste code: D008
 Waste name: LEAD

Waste code: D009
 Waste name: MERCURY

Waste code: D011
 Waste name: SILVER

Waste code: B003

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Waste name: B003
Waste code: B007
Waste name: B007
Date form received by agency: 02/01/2006
Site name: S&W REDEVELOPMENT, LLC
Classification: Large Quantity Generator
Date form received by agency: 10/28/2005
Site name: S&W REDEVELOPMENT LLC
Classification: Large Quantity Generator
Waste code: D001
Waste name: IGNITABLE WASTE
Waste code: D002
Waste name: CORROSIVE WASTE
Waste code: B007
Waste name: B007
Date form received by agency: 05/18/2005
Site name: AMERICAN BAG & METAL
Classification: Large Quantity Generator
Waste code: D001
Waste name: IGNITABLE WASTE
Waste code: D002
Waste name: CORROSIVE WASTE
Violation Status: No violations found

SHWS:

Program: HW
Site Code: 56359
Classification: N
Region: 7
Acres: 0.5
HW Code: 734069
Record Add: 11/18/1999
Record Upd: 10/25/2013
Updated By: RXMJMUSTIC
Site Description: The ABM Site is comprised of 2 parcels located at 400-404 (Tax #117-08-07.0) and 380 (Tax #117-08-06.1) Spencer Street in the City of Syracuse, Onondaga County, New York. The site is surrounded by Kirkpatrick Street (North), Spencer Street (South), the City of Syracuse property (West), and an industrial area (East). The parcels total approximately 2.7 acres in size and are separated by Onondaga Creek, a tributary to Onondaga lake. The West Parcel includes an area of approximately 0.6 acres, and the larger East Parcel includes an area of approximately 2.1 acres. The West Parcel is currently occupied by a one-story concrete block building that was formerly used as office space and a machinery shop. The East Parcel is currently vacant land. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Remediation on the West Parcel included soil excavation, and off-site disposal.

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

of PCB contaminated soil greater than 10 ppm. Remediation on the East Parcel included excavation and off-site disposal of the paint waste. An Environmental Easement was filed with the County Clerk on 12/14/2006. A COG was issued on December 22, 2006. Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A. PCB contamination of soils has been confirmed on the West Parcel. Paint waste contamination has been confirmed on the East Parcel in both groundwater and soil. On-Site remediation occurred in 2005 and 2006 under the State's Brownfields Cleanup Program (C734088). Off-site of the West Parcel, PCB soil contamination exists and a Decision Document was issued on March 20, 2012 under site No. C734088A.
Env Problem:
Health Problem: Not reported
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: Disp. Owner
Sub Type: NNN
Owner Name: Not reported
Owner Company: AMERICAN BAG AND METAL, INC.
Owner Address: Not reported
Owner Addr2: Not reported
Owner City,St,Zip: ZZ
Owner Country: United States of America
Own Op: On-Site Operator
Sub Type: NNN
Owner Name: Not reported
Owner Company: American Bag and Metal, Inc.
Owner Address: 400 Spencer Street
Owner Addr2: Not reported
Owner City,St,Zip: Syracuse, NY 13204
Owner Country: United States of America
Own Op: Owner
Sub Type: NNN
Owner Name: Not reported
Owner Company: American Bag and Metal, Inc.
Owner Address: 400 Spencer Street
Owner Addr2: Not reported
Owner City,St,Zip: Syracuse, NY 13204
Owner Country: United States of America
Own Op: Owner
Sub Type: E
Owner Name: Not reported
Owner Company: American Bag and Metal, Inc.
Owner Address: 400 Spencer Street
Owner Addr2: Not reported
Owner City,St,Zip: Syracuse, NY 13204

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Owner Country: United States of America
Own Op: On-Site Operator
Sub Type: E
Owner Name: Not reported
Owner Company: American Bag and Metal, Inc.
Owner Address: 400 Spencer Street
Owner Addr2: Not reported
Owner City,St,Zip: Syracuse, NY 13204
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

NY MANIFEST:

Country: USA
EPA ID: NYR000132209
Facility Status: Not reported
Location Address 1: 400 SPENCER ST
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: SYRACUSE
Location State: NY
Location Zip: 13204
Location Zip 4: Not reported

NY MANIFEST:

EPAD: NYR000132209
Mailing Name: S & W REDEVELOPMENT LLC
Mailing Contact: BRIAN BAULSIR
Mailing Address 1: 625 BROADWAY
Mailing Address 2: Not reported
Mailing City: ALBANY
Mailing State: NY
Mailing Zip: 12233
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 3154224949

NY MANIFEST:

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2007
Trans1 State ID: NYD000097444
Trans2 State ID: Not reported
Generator Ship Date: 02/13/2007
Trans1 Recv Date: 02/13/2007
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/14/2007

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD049836679
TSD ID 2: Not reported
Manifest Tracking Number: 001219777JK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H132
Waste Code: Not reported
Quantity: 90
Units: K - Kilograms (2.2 pounds)
Number of Containers: 2
Container Type: DM - Metal drums, barrels
Handling Method: L Landfill
Specific Gravity: 1
Waste Code: B007
Waste Code 1, 2: Not reported
Waste Code 1, 3: Not reported
Waste Code 1, 4: Not reported
Waste Code 1, 5: Not reported
Waste Code 1, 6: Not reported
Document ID: NYG5379057
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: MAD039322250
Trans2 State ID: NYD06792814
Generator Ship Date: 11/17/2005
Trans1 Recv Date: 11/17/2005
Trans2 Recv Date: 11/21/2005
TSD Site Recv Date: 11/09/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: S5659PANY
Trans2 EPA ID: AK93483NY
TSD ID 1: OHD000816629
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02400
 Units: P - Pounds
 Number of Containers: 006
 Container Type: DM - Metal drums, barrels
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: 01.00
 Waste Code: D008 - LEAD 5.0 MGL TCLP
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 00100
 Units: P - Pounds
 Number of Containers: 001
 Container Type: DF - Fiberboard or plastic drums (glass)
 Handling Method: Not reported
 Specific Gravity: 01.00
 Waste Code: Not reported
 Quantity: Not reported
 Units: Not reported
 Number of Containers: Not reported
 Container Type: Not reported
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: Not reported
 Document ID: NYG5379066
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: MAD039322250
 Trans2 State ID: NYD982732614
 Generator Ship Date: 11/17/2005
 Trans1 Recv Date: 11/17/2005
 Trans2 Recv Date: 11/18/2005
 TSD Site Recv Date: 12/05/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: 27278JHNY
 Trans2 EPA ID: AK93481NY
 TSDF ID 1: OHD000816629

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 02600
 Units: P - Pounds
 Number of Containers: 004
 Container Type: CF - Fiber or plastic boxes, cartons
 Handling Method: B Incineration, heat recovery, burning
 Specific Gravity: 01.00
 Document ID: NYH1498779
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/16/2005
 Trans1 Recv Date: 11/16/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/17/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: XS36220PA
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 25892
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill
 Specific Gravity: 01.00
 Document ID: NYH1498798
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/18/2005
 Trans1 Recv Date: 11/18/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/22/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AJ76780NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 25891
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill
 Specific Gravity: 01.00
 Document ID: NYH1498797
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005

MAP FINDINGS

S&W REDEVELOPMENT, LLC (Continued) 1008374481

Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/18/2005
 Trans1 Recv Date: 11/18/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/21/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AD8864NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported
 Export Indicator: Not reported
 Discr Quantity Indicator: Not reported
 Discr Type Indicator: Not reported
 Discr Residue Indicator: Not reported
 Discr Partial Reject Indicator: Not reported
 Discr Full Reject Indicator: Not reported
 Manifest Ref Number: Not reported
 Alt Facility RCRA ID: Not reported
 Alt Facility Sign Date: Not reported
 MGMT Method Type Code: Not reported
 Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Waste Code: Not reported
 Quantity: 29076
 Units: K - Kilograms (2.2 pounds)
 Number of Containers: 001
 Container Type: DT - Dump trucks
 Handling Method: L Landfill
 Specific Gravity: 01.00
 Document ID: NYH1498806
 Manifest Status: Not reported
 seq: Not reported
 Year: 2005
 Trans1 State ID: PAD987347515
 Trans2 State ID: Not reported
 Generator Ship Date: 11/22/2005
 Trans1 Recv Date: 11/22/2005
 Trans2 Recv Date: Not reported
 TSD Site Recv Date: 11/23/2005
 Part A Recv Date: Not reported
 Part B Recv Date: Not reported
 Generator EPA ID: NYR000132209
 Trans1 EPA ID: AN35048NY
 Trans2 EPA ID: Not reported
 TSDF ID 1: NYD049836679
 TSDF ID 2: Not reported
 Manifest Tracking Number: Not reported
 Import Indicator: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site _____ Database(s) _____ EDR ID Number
EPA ID Number _____

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
All Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Quantity: 21655
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill
Specific Gravity: 01.00

Document ID: NYH1498851
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 12/21/2005
Trans1 Recv Date: 12/21/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 12/22/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: AE53089NY
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
All Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

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Map ID
Direction
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Elevation

MAP FINDINGS

Site _____ Database(s) _____ EDR ID Number
EPA ID Number _____

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Waste Code: Not reported
Quantity: 23052
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill
Specific Gravity: 01.00

Document ID: NYH1498869
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 12/08/2005
Trans1 Recv Date: 12/08/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 12/09/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: AB58310NY
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
All Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 29221
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill
Specific Gravity: 01.00

Document ID: NYH1498878
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 11/15/2005

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Map ID
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Elevation

MAP FINDINGS

Site _____ Database(s) _____ EDR ID Number
EPA ID Number _____

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Trans1 Recv Date: 11/15/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/16/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: XBC8579PA
Trans2 EPA ID: NYD049836679
TSDF ID 1: Not reported
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
All Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Quantity: 20920
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill
Specific Gravity: 01.00

Document ID: NYH1498887
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 11/15/2005
Trans1 Recv Date: 11/15/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/16/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: X538220PA
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported

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Elevation

MAP FINDINGS

Site _____ Database(s) _____ EDR ID Number
EPA ID Number _____

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
All Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 28223
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill
Specific Gravity: 01.00

Document ID: NYH1498896
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 11/15/2005
Trans1 Recv Date: 11/15/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/16/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: XBA4463PA
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
All Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 26780
Units: K - Kilograms (2.2 pounds)

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MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill.
Specific Gravity: 01.00

Document ID: NYH1498905
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 11/15/2005
Trans1 Recv Date: 11/15/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/16/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: XW63964PA
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 32650
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill.
Specific Gravity: 01.00

Document ID: NYH1498914
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 11/15/2005
Trans1 Recv Date: 11/15/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/16/2005

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MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: AB58310NY
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 27996
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill.
Specific Gravity: 01.00

Document ID: NYH1520127
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 10/14/2005
Trans1 Recv Date: 10/14/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/17/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: AN35048NY
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported

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Map ID
Direction
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MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Quantity: 23433
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill.
Specific Gravity: 01.00

Document ID: NYH1520136
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 10/14/2005
Trans1 Recv Date: 10/14/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/17/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: AM92558NY
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 22589
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill.

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Map ID
Direction
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Site

MAP FINDINGS

Database(s)
EDR ID Number
EPA ID Number

S&W REDEVELOPMENT, LLC (Continued)

1008374481

Specific Gravity: 01.00

Document ID: NYH1520145
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 10/14/2005
Trans1 Recv Date: 10/14/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/17/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209
Trans1 EPA ID: AB58310NY
Trans2 EPA ID: Not reported
TSDF ID 1: NYD049836679
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: B007 - OTHER MISCELLANEOUS PCB WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 29321
Units: K - Kilograms (2.2 pounds)
Number of Containers: 001
Container Type: DT - Dump trucks
Handling Method: L Landfill.
Specific Gravity: 01.00

Document ID: NYH1520154
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: PAD987347515
Trans2 State ID: Not reported
Generator Ship Date: 10/14/2005
Trans1 Recv Date: 10/14/2005
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/17/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000132209

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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List
National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: N/A
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 07/07/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
 Telephone: 202-564-7333

EPA Region 1 Telephone: 617-918-1143	EPA Region 6 Telephone: 214-655-6659
EPA Region 3 Telephone: 215-814-5418	EPA Region 7 Telephone: 913-551-7247
EPA Region 4 Telephone: 404-562-8033	EPA Region 8 Telephone: 303-312-8774
EPA Region 5 Telephone: 312-886-6686	EPA Region 9 Telephone: 415-947-4246
EPA Region 10 Telephone: 206-553-8665	

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: N/A
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 07/07/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of federal notices of Superfund Liens.

Date of Government Version: 10/15/1991 Source: EPA
 Date Data Arrived at EDR: 02/01/1994 Telephone: 202-564-4267
 Date Made Active in Reports: 03/30/1994 Last EDR Contact: 08/15/2011
 Number of Days to Update: 56 Next Scheduled EDR Contact: 11/28/2011
 Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions
 The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: N/A
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 07/07/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/13/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 01/06/2016 Telephone: 703-603-8704
 Date Made Active in Reports: 05/20/2016 Last EDR Contact: 07/06/2016
 Number of Days to Update: 135 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: 800-424-9346
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 04/05/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 08/01/2016
 Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

RCRA-INFO: RCRA - Information System

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSD's treat, store, or dispose of the waste.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 03/07/2016 Source: EPA
 Date Data Arrived at EDR: 04/05/2016 Telephone: 800-424-9346
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 04/05/2016
 Number of Days to Update: 10 Next Scheduled EDR Contact: 08/01/2016
 Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/09/2015 Source: EPA
 Date Data Arrived at EDR: 03/02/2016 Telephone: 800-424-9346
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSD's treat, store, or dispose of the waste.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-INFO: RCRA - Information System

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

US EMG CONTROL: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 09/10/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 09/11/2015 Telephone: 703-603-0695
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 05/25/2016
 Number of Days to Update: 53 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 09/10/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 09/11/2015 Telephone: 703-603-0695
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 05/25/2016
 Number of Days to Update: 53 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System
Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/28/2016 Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 03/30/2016 Telephone: 202-267-2180
Date Made Active in Reports: 05/20/2016 Last EDR Contact: 05/28/2016
Number of Days to Update: 51 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

SHWS: Inactive Hazardous Waste Disposal Sites in New York State
Referred to as the State Superfund Program, the Inactive Hazardous Waste Disposal Site Remedial Program is the cleanup program for inactive hazardous waste sites and now includes hazardous substance sites

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9622
Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Annually

VAPOR REOPENED: Vapor Intrusion Legacy Site List

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion.

Date of Government Version: 08/01/2015 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 11/19/2015 Telephone: 518-402-9814
Date Made Active in Reports: 12/10/2015 Last EDR Contact: 05/20/2016
Number of Days to Update: 21 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Varies

State and tribal landfill and/or solid waste disposal site lists

SWFLF: Facility Register

Solid Waste Facilities/Landfill Sites. SWFLF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 04/06/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/14/2016 Telephone: 518-457-2051
Date Made Active in Reports: 05/17/2016 Last EDR Contact: 07/01/2016
Number of Days to Update: 64 Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/13/2015 Source: EPA Region 8
Date Data Arrived at EDR: 10/23/2015 Telephone: 303-312-6271
Date Made Active in Reports: 02/18/2016 Last EDR Contact: 04/27/2016
Number of Days to Update: 118 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 01/07/2016 Source: EPA Region 10
Date Data Arrived at EDR: 01/08/2016 Telephone: 206-553-2857
Date Made Active in Reports: 02/18/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 41 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Quarterly

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 02/25/2016 Source: Environmental Protection Agency
Date Data Arrived at EDR: 04/23/2016 Telephone: 415-972-2872
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Quarterly

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 12/11/2015 Source: EPA Region 6
Date Data Arrived at EDR: 02/19/2016 Telephone: 214-665-6597
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 105 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 02/05/2016 Source: EPA Region 4
Date Data Arrived at EDR: 04/29/2016 Telephone: 404-562-8677
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/26/2016
Number of Days to Update: 35 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Semi-Annually

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/27/2015 Source: EPA Region 1
Date Data Arrived at EDR: 02/19/2016 Telephone: 517-918-1313
Date Made Active in Reports: 01/04/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 67 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 02/17/2016 Source: EPA Region 5
Date Data Arrived at EDR: 04/27/2016 Telephone: 312-886-7439
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/27/2016
Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/09/2015 Source: EPA Region 7
Date Data Arrived at EDR: 02/19/2016 Telephone: 518-551-7003
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 08/08/2016
Number of Days to Update: 112 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LTANKS: Spills Information Database

Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9549
Date Made Active in Reports: 07/12/2016 Last EDR Contact: 05/19/2016
Number of Days to Update: 54 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Varies

HIST LTANKS: Listing of Leaking Storage Tanks

A listing of leaking underground and aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills. In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY LTANKS database, Department of Environmental Conservation.

Date of Government Version: 01/01/2002 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 07/08/2005 Telephone: 518-402-9549
Date Made Active in Reports: 07/14/2005 Last EDR Contact: 07/07/2005
Number of Days to Update: 6 Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010 Source: FEMA
Date Data Arrived at EDR: 02/16/2010 Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010 Last EDR Contact: 07/07/2016
Number of Days to Update: 55 Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Varies

UST: Petroleum Bulk Storage (PBS) Database

Facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
Date Made Active in Reports: 04/22/2016 Last EDR Contact: 06/30/2016
Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: No Update Planned

CBS UST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in underground tanks of any size

Date of Government Version: 01/01/2002 Source: NYSDEC
Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
Date Made Active in Reports: 03/22/2002 Last EDR Contact: 10/24/2005
Number of Days to Update: 30 Next Scheduled EDR Contact: 01/23/2006
Data Release Frequency: No Update Planned

MOSF UST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002 Source: NYSDEC
Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
Date Made Active in Reports: 03/22/2002 Last EDR Contact: 07/25/2005
Number of Days to Update: 30 Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CBS: Chemical Bulk Storage Site Listing

These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

MOSF: Major Oil Storage Facility Site Listing

These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

AST: Petroleum Bulk Storage

Registered Aboveground Storage Tanks.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9549
Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: No Update Planned

CBS AST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 01/01/2002 Source: NYSDEC
Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
Date Made Active in Reports: 03/22/2002 Last EDR Contact: 07/25/2005
Number of Days to Update: 30 Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

MOSF AST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002 Source: NYSDEC
Date Data Arrived at EDR: 02/20/2002 Telephone: 518-402-9549
Date Made Active in Reports: 03/22/2002 Last EDR Contact: 07/25/2005
Number of Days to Update: 30 Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 02/05/2016 Source: EPA Region 4
Date Data Arrived at EDR: 04/29/2016 Telephone: 404-562-9424
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/26/2016
Number of Days to Update: 35 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R1: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/20/2015 Source: EPA, Region 1
Date Data Arrived at EDR: 10/29/2015 Telephone: 617-918-1313
Date Made Active in Reports: 01/04/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 67 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 02/25/2016 Source: EPA Region 9
Date Data Arrived at EDR: 04/27/2016 Telephone: 415-972-3368
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/27/2016
Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 01/26/2016 Source: EPA Region 8
Date Data Arrived at EDR: 02/05/2016 Telephone: 303-312-6137
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 119 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 01/07/2016 Source: EPA Region 10
Date Data Arrived at EDR: 01/08/2016 Telephone: 206-553-2857
Date Made Active in Reports: 02/18/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 41 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Quarterly

INDIAN UST R7: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 09/23/2014 Source: EPA Region 7
Date Data Arrived at EDR: 11/25/2014 Telephone: 913-551-7003
Date Made Active in Reports: 01/29/2015 Last EDR Contact: 04/29/2016
Number of Days to Update: 65 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 12/23/2015 Source: EPA Region 6
Date Data Arrived at EDR: 02/04/2016 Telephone: 214-665-7911
Date Made Active in Reports: 06/03/2016 Last EDR Contact: 04/29/2016
Number of Days to Update: 120 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R5: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 11/05/2015 Source: EPA Region 5
Date Data Arrived at EDR: 11/13/2015 Telephone: 312-886-6136
Date Made Active in Reports: 01/04/2016 Last EDR Contact: 04/27/2016
Number of Days to Update: 52 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: Varies

TANKS: Storage Tank Facility Listing
This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

Date of Government Version: 03/29/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 03/31/2016 Telephone: 518-402-9543
Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/30/2016
Number of Days to Update: 20 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENV RES DECL: Environmental Restrictive Declarations
The Environmental Restrictive Declarations (ERD) listed were recorded in connection with a zoning action against the noted Tax Blocks and Tax Lots, or portion thereof, and are available in the property records on file at the Office of the City Register for Bronx, Kings, New York and Queens counties or at the Richmond County Clerk's office. They contain environmental requirements with respect to hazardous materials, air quality and/or noise in accordance with Section 11-15 of this Resolution.

Date of Government Version: 02/04/2016 Source: New York City Department of City Planning
Date Data Arrived at EDR: 03/24/2016 Telephone: 212-720-3300
Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/21/2016
Number of Days to Update: 27 Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Varies

RES DECL: Restrictive Declarations Listing
A restrictive declaration is a covenant running with the land which binds the present and future owners of the property. As a condition of certain special permits, the City Planning Commission may require an applicant to sign and record a restrictive declaration that places specified conditions on the future use and development of the property. Certain restrictive declarations are indicated by a D on zoning maps.

Date of Government Version: 11/18/2010 Source: NYC Department of City Planning
Date Data Arrived at EDR: 06/30/2014 Telephone: 212-720-3401
Date Made Active in Reports: 07/21/2014 Last EDR Contact: 06/24/2016
Number of Days to Update: 21 Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Varies

ENVI CONTROLS: Registry of Engineering Controls
Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9553
Date Made Active in Reports: 07/07/2016 Last EDR Contact: 06/24/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls
Environmental Remediation sites that have institutional controls in place.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9553
Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Quarterly

State and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Agreements
New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9711
Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Semi-Annually

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015 Source: EPA Region 1
Date Data Arrived at EDR: 09/29/2015 Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016 Last EDR Contact: 07/01/2016
Number of Days to Update: 142 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008 Source: EPA Region 7
Date Data Arrived at EDR: 04/22/2008 Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2009 Last EDR Contact: 04/20/2009
Number of Days to Update: 27 Next Scheduled EDR Contact: 10/10/2009
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Site List
A Brownfield is any real property where redevelopment or re-use may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant, or contaminant.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9764
Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Semi-Annually

ERP: Environmental Restoration Program Listing
In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a \$200 million Environmental Restoration or Brownfields Fund as part of the \$1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9622
Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfields lists

US BROWNFIELDS: A Listing of Brownfields Sites
Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Clearing up and reinvigorating these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 03/21/2016 Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/22/2016 Telephone: 202-566-2777
Date Made Active in Reports: 07/13/2016 Last EDR Contact: 06/22/2016
Number of Days to Update: 113 Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Registered Recycling Facility List
A listing of recycling facilities.
Date of Government Version: 04/06/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/14/2016 Telephone: 518-402-8705
Date Made Active in Reports: 06/17/2016 Last EDR Contact: 07/01/2016
Number of Days to Update: 64 Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Semi-Annually

SWTIRE: Registered Waste Tire Storage & Facility List
A listing of facilities registered to accept waste tires.
Date of Government Version: 08/01/2006 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 11/15/2006 Telephone: 518-402-8694
Date Made Active in Reports: 11/30/2006 Last EDR Contact: 01/15/2016
Number of Days to Update: 15 Next Scheduled EDR Contact: 05/02/2016
Data Release Frequency: Annually

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.
Date of Government Version: 12/31/1998 Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2007 Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008 Last EDR Contact: 04/27/2016
Number of Days to Update: 52 Next Scheduled EDR Contact: 08/15/2016
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.
Date of Government Version: 01/12/2009 Source: EPA, Region 9
Date Data Arrived at EDR: 01/20/2009 Telephone: 415-947-4219
Date Made Active in Reports: 09/21/2009 Last EDR Contact: 07/20/2016
Number of Days to Update: 137 Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/30/1985 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 08/09/2004 Telephone: 800-424-9346
 Date Made Active in Reports: 09/17/2004 Last EDR Contact: 06/09/2004
 Number of Days to Update: 39 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register
 A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 05/04/2016 Source: Drug Enforcement Administration
 Date Data Arrived at EDR: 06/03/2016 Telephone: 202-307-1000
 Date Made Active in Reports: 07/13/2016 Last EDR Contact: 05/31/2016
 Number of Days to Update: 40 Next Scheduled EDR Contact: 06/13/2016
 Data Release Frequency: No Update Planned

DEL SHWS: Delisted Registry Sites
 A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9622
 Date Made Active in Reports: 07/07/2016 Last EDR Contact: 05/19/2016
 Number of Days to Update: 49 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Annually

US CDL: Clandestine Drug Labs
 A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/04/2016 Source: Drug Enforcement Administration
 Date Data Arrived at EDR: 06/03/2016 Telephone: 202-307-1000
 Date Made Active in Reports: 07/13/2016 Last EDR Contact: 05/31/2016
 Number of Days to Update: 40 Next Scheduled EDR Contact: 09/12/2016
 Data Release Frequency: Quarterly

Local Lists of Registered Storage Tanks

HIST UST: Historical Petroleum Bulk Storage Database
 These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. It is no longer updated due to the sensitive nature of the information involved. See LIST for more current data.

Date of Government Version: 01/01/2002 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 06/02/2006 Telephone: 518-402-9549
 Date Made Active in Reports: 07/20/2006 Last EDR Contact: 10/23/2006
 Number of Days to Update: 48 Next Scheduled EDR Contact: 01/22/2007
 Data Release Frequency: Varies

HIST AST: Historical Petroleum Bulk Storage Database
 These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. No longer updated due to the sensitive nature of the information involved. See AST for more current data.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/01/2002 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 06/02/2006 Telephone: 518-402-9549
 Date Made Active in Reports: 07/20/2006 Last EDR Contact: 10/23/2006
 Number of Days to Update: 48 Next Scheduled EDR Contact: 01/22/2007
 Data Release Frequency: No Update Planned

Local Land Records

LIENS: Spill Liens Information
 Lien information from the Oil Spill Fund.

Date of Government Version: 02/08/2016 Source: Office of the State Comptroller
 Date Data Arrived at EDR: 02/10/2016 Telephone: 518-474-9034
 Date Made Active in Reports: 03/22/2016 Last EDR Contact: 08/01/2016
 Number of Days to Update: 41 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information
 A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/18/2014 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/18/2014 Telephone: 202-564-4023
 Date Made Active in Reports: 04/24/2014 Last EDR Contact: 04/26/2016
 Number of Days to Update: 37 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
 Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/24/2015 Source: U.S. Department of Transportation
 Date Data Arrived at EDR: 06/26/2015 Telephone: 202-366-4555
 Date Made Active in Reports: 09/02/2015 Last EDR Contact: 06/28/2016
 Number of Days to Update: 68 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Annually

SPILLS: Spills Information Database
 Data collected on spills reported to NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

Date of Government Version: 05/17/2016 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 05/19/2016 Telephone: 518-402-9549
 Date Made Active in Reports: 07/12/2016 Last EDR Contact: 06/28/2016
 Number of Days to Update: 54 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

HIST SPILLS: SPILLS Database
 This database contains records of chemical and petroleum spill incidents. Under State law, petroleum and hazardous chemical spills that can impact the waters of the state must be reported by the spiller (and, in some cases, by anyone who has knowledge of the spills). In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYSDEC as of January 1, 2002. Current information may be found in the NY SPILLS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002 Source: Department of Environmental Conservation
 Date Data Arrived at EDR: 07/08/2005 Telephone: 518-402-9549
 Date Made Active in Reports: 07/14/2005 Last EDR Contact: 07/07/2005
 Number of Days to Update: 6 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
 RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 12/09/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/02/2016 Telephone: (212) 637-3660
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/30/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

FUDS: Formerly Used Defense Sites
 The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015 Source: U.S. Army Corps of Engineers
 Date Data Arrived at EDR: 07/08/2015 Telephone: 202-528-4285
 Date Made Active in Reports: 10/13/2015 Last EDR Contact: 06/10/2016
 Number of Days to Update: 97 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Varies

DOD: Department of Defense Sites
 This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005 Source: USGS
 Date Data Arrived at EDR: 11/10/2006 Telephone: 888-275-8747
 Date Made Active in Reports: 01/11/2007 Last EDR Contact: 07/15/2016
 Number of Days to Update: 62 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands
 Federally and Indian administered lands of the United States. Lands included are administered by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005 Source: U.S. Geological Survey
 Date Data Arrived at EDR: 02/06/2006 Telephone: 888-275-8747
 Date Made Active in Reports: 01/11/2007 Last EDR Contact: 07/15/2016
 Number of Days to Update: 339 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing
 The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/09/2011 Telephone: 615-532-8599
 Date Made Active in Reports: 05/02/2011 Last EDR Contact: 05/20/2016
 Number of Days to Update: 54 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

US FIN ASSUR: Financial Assurance Information
 All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 09/01/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 09/03/2015 Telephone: 202-566-1917
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 05/19/2016
 Number of Days to Update: 6 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST
 EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone undetected or unresolved.

Date of Government Version: 08/30/2013 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/21/2014 Telephone: 617-820-3000
 Date Made Active in Reports: 06/17/2014 Last EDR Contact: 05/09/2016
 Number of Days to Update: 88 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List
 The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 04/22/2013 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/03/2015 Telephone: 703-308-4044
 Date Made Active in Reports: 03/09/2015 Last EDR Contact: 05/12/2016
 Number of Days to Update: 6 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: Varies

TSCA: Toxic Substances Control Act
 Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2012 Source: EPA
 Date Data Arrived at EDR: 01/15/2015 Telephone: 202-260-5521
 Date Made Active in Reports: 01/29/2015 Last EDR Contact: 06/24/2016
 Number of Days to Update: 14 Next Scheduled EDR Contact: 10/03/2016
 Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System
 Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2014 Source: EPA
 Date Data Arrived at EDR: 11/24/2015 Telephone: 202-566-0250
 Date Made Active in Reports: 04/05/2016 Last EDR Contact: 05/24/2016
 Number of Days to Update: 133 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SSIS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009 Source: EPA
 Date Data Arrived at EDR: 12/10/2010 Telephone: 202-564-6020
 Date Made Active in Reports: 02/25/2011 Last EDR Contact: 04/25/2016
 Number of Days to Update: 77 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision, ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013 Source: EPA
 Date Data Arrived at EDR: 12/12/2013 Telephone: 703-616-0223
 Date Made Active in Reports: 02/24/2014 Last EDR Contact: 06/07/2016
 Number of Days to Update: 74 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a) Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases. Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g. the fire department) should an accident occur.

Date of Government Version: 08/01/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 08/28/2015 Telephone: 202-564-8600
 Date Made Active in Reports: 11/03/2015 Last EDR Contact: 04/25/2016
 Number of Days to Update: 69 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System, RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administrative actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995 Source: EPA
 Date Data Arrived at EDR: 07/03/1995 Telephone: 202-564-4104
 Date Made Active in Reports: 08/07/1995 Last EDR Contact: 06/22/2008
 Number of Days to Update: 35 Next Scheduled EDR Contact: 09/01/2008
 Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013 Source: EPA
 Date Data Arrived at EDR: 10/17/2014 Telephone: 202-564-6023
 Date Made Active in Reports: 10/20/2014 Last EDR Contact: 05/12/2016
 Number of Days to Update: 3 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Quarterly

TC04679424.2r Page GR-17

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PADS: PCB Activity Database System

PCB Activity Database, PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCBs who are required to notify the EPA of such activities.

Date of Government Version: 07/01/2014 Source: EPA
 Date Data Arrived at EDR: 10/15/2014 Telephone: 202-566-0500
 Date Made Active in Reports: 11/17/2014 Last EDR Contact: 07/15/2016
 Number of Days to Update: 33 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 01/23/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 02/06/2015 Telephone: 202-564-5088
 Date Made Active in Reports: 03/09/2015 Last EDR Contact: 07/07/2016
 Number of Days to Update: 31 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Quarterly

FTTS: FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009 Source: EPA/Office of Prevention, Pesticides and Toxic Substances
 Date Data Arrived at EDR: 04/16/2009 Telephone: 202-566-1667
 Date Made Active in Reports: 05/11/2009 Last EDR Contact: 05/20/2016
 Number of Days to Update: 25 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Quarterly

FTTS INSP: FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009 Source: EPA
 Date Data Arrived at EDR: 04/16/2009 Telephone: 202-566-1667
 Date Made Active in Reports: 05/11/2009 Last EDR Contact: 05/20/2016
 Number of Days to Update: 25 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/07/2016 Source: Nuclear Regulatory Commission
 Date Data Arrived at EDR: 03/19/2016 Telephone: 301-415-7188
 Date Made Active in Reports: 04/15/2016 Last EDR Contact: 05/06/2016
 Number of Days to Update: 28 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005 Source: Department of Energy
 Date Data Arrived at EDR: 08/07/2009 Telephone: 202-586-8719
 Date Made Active in Reports: 10/22/2009 Last EDR Contact: 05/09/2016
 Number of Days to Update: 76 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Varies

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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 10/19/2011 Telephone: 202-566-6517
 Date Made Active in Reports: 10/20/2014 Last EDR Contact: 06/10/2016
 Number of Days to Update: 40 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submissions.

Date of Government Version: 02/01/2011 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 10/19/2011 Telephone: 202-566-6517
 Date Made Active in Reports: 01/10/2012 Last EDR Contact: 04/26/2016
 Number of Days to Update: 83 Next Scheduled EDR Contact: 08/08/2016
 Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/07/2015 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 07/09/2015 Telephone: 202-343-9775
 Date Made Active in Reports: 09/16/2015 Last EDR Contact: 07/07/2016
 Number of Days to Update: 69 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/01/2007 Telephone: 202-564-2501
 Date Made Active in Reports: 04/10/2007 Last EDR Contact: 12/17/2007
 Number of Days to Update: 40 Next Scheduled EDR Contact: 03/17/2008
 Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006 Source: Environmental Protection Agency
 Date Data Arrived at EDR: 03/01/2007 Telephone: 202-564-2501
 Date Made Active in Reports: 04/10/2007 Last EDR Contact: 12/17/2007
 Number of Days to Update: 40 Next Scheduled EDR Contact: 03/17/2008
 Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/31/2012 Source: Department of Transportation, Office of Pipeline Safety
 Date Data Arrived at EDR: 08/07/2012 Telephone: 202-366-4535
 Date Made Active in Reports: 09/18/2012 Last EDR Contact: 05/04/2016
 Number of Days to Update: 42 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2014 Source: Department of Justice, Consent Decree Library
 Date Data Arrived at EDR: 04/17/2015 Telephone: Varies
 Date Made Active in Reports: 06/02/2015 Last EDR Contact: 07/15/2016
 Number of Days to Update: 46 Next Scheduled EDR Contact: 10/10/2016
 Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2013 Source: EPA/NTIS
 Date Data Arrived at EDR: 02/24/2015 Telephone: 800-424-9346
 Date Made Active in Reports: 05/30/2015 Last EDR Contact: 05/27/2016
 Number of Days to Update: 218 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005 Source: USGS
 Date Data Arrived at EDR: 12/08/2005 Telephone: 202-208-3710
 Date Made Active in Reports: 01/11/2007 Last EDR Contact: 07/15/2016
 Number of Days to Update: 34 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 03/11/2016 Source: Department of Energy
 Date Data Arrived at EDR: 03/15/2016 Telephone: 202-586-3559
 Date Made Active in Reports: 06/03/2016 Last EDR Contact: 05/09/2016
 Number of Days to Update: 80 Next Scheduled EDR Contact: 08/22/2016
 Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low, however, in some cases tailings were used as construction material before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010 Source: Department of Energy
 Date Data Arrived at EDR: 10/07/2011 Telephone: 505-845-0011
 Date Made Active in Reports: 03/01/2012 Last EDR Contact: 05/23/2016
 Number of Days to Update: 146 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Varies

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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LEAD SMELTER 1: Lead Smelter Sites
A listing of former lead smelter site locations.

Date of Government Version: 11/25/2014 Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/25/2014 Telephone: 703-603-8787
Date Made Active in Reports: 01/29/2015 Last EDR Contact: 07/08/2016
Number of Days to Update: 64 Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites
A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001 Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010 Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010 Last EDR Contact: 12/02/2009
Number of Days to Update: 36 Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)
The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/20/2015 Source: EPA
Date Data Arrived at EDR: 10/27/2015 Telephone: 202-564-2496
Date Made Active in Reports: 01/04/2016 Last EDR Contact: 06/22/2016
Number of Days to Update: 69 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data
A listing of minor source facilities.

Date of Government Version: 10/20/2015 Source: EPA
Date Data Arrived at EDR: 10/27/2015 Telephone: 202-564-2496
Date Made Active in Reports: 01/04/2016 Last EDR Contact: 06/22/2016
Number of Days to Update: 69 Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

US MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 02/09/2016 Source: Department of Labor, Mine Safety and Health Administration
Date Data Arrived at EDR: 03/02/2016 Telephone: 303-331-6598
Date Made Active in Reports: 04/15/2016 Last EDR Contact: 06/02/2016
Number of Days to Update: 44 Next Scheduled EDR Contact: 09/12/2016
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing
This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron or molybdenum) and nonferrous (nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005 Source: USGS
Date Data Arrived at EDR: 02/29/2008 Telephone: 703-648-7709
Date Made Active in Reports: 04/19/2008 Last EDR Contact: 06/20/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 09/12/2016
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

US MINES 3: Active Mines & Mineral Plants Database Listing
Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011 Source: USGS
Date Data Arrived at EDR: 06/08/2011 Telephone: 703-648-7709
Date Made Active in Reports: 09/13/2011 Last EDR Contact: 06/03/2016
Number of Days to Update: 97 Next Scheduled EDR Contact: 09/12/2016
Data Release Frequency: Varies

FINDS: Facility Index System/Facility Registry System
Facility Index System, FINDS contains both facility information and "pointers" to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/20/2015 Source: EPA
Date Data Arrived at EDR: 09/09/2015 Telephone: (212) 637-3000
Date Made Active in Reports: 11/03/2015 Last EDR Contact: 06/08/2016
Number of Days to Update: 55 Next Scheduled EDR Contact: 09/18/2016
Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing
A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 03/01/2016 Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/03/2016 Telephone: 202-564-0527
Date Made Active in Reports: 04/05/2016 Last EDR Contact: 05/25/2016
Number of Days to Update: 33 Next Scheduled EDR Contact: 09/12/2016
Data Release Frequency: Varies

LXO: Unexploded Ordnance Sites
A listing of unexploded ordnance site locations.

Date of Government Version: 10/25/2015 Source: Department of Defense
Date Data Arrived at EDR: 01/29/2016 Telephone: 518-373-0407
Date Made Active in Reports: 04/05/2016 Last EDR Contact: 06/20/2016
Number of Days to Update: 67 Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Varies

AIRS: Air Emissions Data
Point source emissions inventory data.

Date of Government Version: 01/25/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 02/16/2016 Telephone: 518-402-8452
Date Made Active in Reports: 02/22/2016 Last EDR Contact: 05/25/2016
Number of Days to Update: 35 Next Scheduled EDR Contact: 08/15/2016
Data Release Frequency: Annually

COAL ASH: Coal Ash Disposal Site Listing
A listing of coal ash disposal site locations.

Date of Government Version: 04/06/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/15/2016 Telephone: 518-402-8680
Date Made Active in Reports: 06/17/2016 Last EDR Contact: 09/17/2016
Number of Days to Update: 63 Next Scheduled EDR Contact: 09/12/2016
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

DRYCLEANERS: Registered Drycleaners
A listing of all registered drycleaning facilities.

Date of Government Version: 03/25/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/12/2016 Telephone: 518-402-9403
Date Made Active in Reports: 06/17/2016 Last EDR Contact: 06/13/2016
Number of Days to Update: 66 Next Scheduled EDR Contact: 09/26/2016
Data Release Frequency: Varies

E DESIGNATION: E DESIGNATION SITE LISTING
The (E) (Environmental) designation would ensure that sampling and remediation take place on the subject properties, and would avoid any significant impacts related to hazardous materials at these locations. The (E) designations would require that the fee owner of the sites conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the NYCDERP before the issuance of a building permit by the Department of Buildings pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designations also include a mandatory construction-related health and safety plan which must be approved by NYCDERP.

Date of Government Version: 03/14/2016 Source: New York City Department of City Planning
Date Data Arrived at EDR: 03/24/2016 Telephone: 718-595-6658
Date Made Active in Reports: 04/20/2016 Last EDR Contact: 06/21/2016
Number of Days to Update: 27 Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing
Financial assurance information.

Date of Government Version: 04/06/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/08/2016 Telephone: 518-402-8660
Date Made Active in Reports: 07/01/2016 Last EDR Contact: 07/01/2016
Number of Days to Update: 84 Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

Financial Assurance 2: Financial Assurance Information Listing
A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 12/01/2015 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 12/29/2015 Telephone: 518-402-9712
Date Made Active in Reports: 02/11/2016 Last EDR Contact: 05/16/2016
Number of Days to Update: 44 Next Scheduled EDR Contact: 08/29/2016
Data Release Frequency: Varies

HSWDS: Hazardous Substance Waste Disposal Site Inventory
The list includes any and all suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-Registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entry. The last version of the study inventory is frozen in time. The sites on the study will not automatically be made Superfund sites, rather each site will be further evaluated for listing on the Registry. So overtime they will be added to the registry or not.

Date of Government Version: 01/01/2003 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 10/20/2006 Telephone: 518-402-9564
Date Made Active in Reports: 11/30/2006 Last EDR Contact: 05/26/2009
Number of Days to Update: 41 Next Scheduled EDR Contact: 08/24/2009
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 05/01/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/06/2016 Telephone: 518-402-8651
Date Made Active in Reports: 06/17/2016 Last EDR Contact: 05/06/2016
Number of Days to Update: 42 Next Scheduled EDR Contact: 08/15/2016
Data Release Frequency: Annually

SPDES: State Pollutant Discharge Elimination System
New York State has a state program which has been approved by the United States Environmental Protection Agency for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Under New York State law the program is known as the State Pollutant Discharge Elimination System (SPDES) and is broader in scope than that required by the Clean Water Act in that it controls point source discharges to groundwaters as well as surface waters.

Date of Government Version: 05/03/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/10/2016 Telephone: 518-402-8233
Date Made Active in Reports: 09/17/2016 Last EDR Contact: 04/25/2016
Number of Days to Update: 38 Next Scheduled EDR Contact: 08/08/2016
Data Release Frequency: No Update Planned

UIC: Underground Injection Control Wells
A listing of enhanced oil recovery underground injection wells.

Date of Government Version: 06/06/2016 Source: Department of Environmental Conservation
Date Data Arrived at EDR: 06/08/2016 Telephone: 518-402-8056
Date Made Active in Reports: 07/01/2016 Last EDR Contact: 06/08/2016
Number of Days to Update: 23 Next Scheduled EDR Contact: 09/19/2016
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information
ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/20/2015 Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/23/2015 Telephone: 202-564-2290
Date Made Active in Reports: 01/04/2016 Last EDR Contact: 06/22/2016
Number of Days to Update: 103 Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing
This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/24/2016 Source: EPA
Date Data Arrived at EDR: 05/25/2016 Telephone: 800-385-6164
Date Made Active in Reports: 07/13/2016 Last EDR Contact: 05/25/2016
Number of Days to Update: 49 Next Scheduled EDR Contact: 09/05/2016
Data Release Frequency: Quarterly

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used waste oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oil waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A
 Date Data Arrived at EDR: N/A
 Date Made Active in Reports: N/A
 Number of Days to Update: N/A

Source: EDR, Inc.
 Telephone: N/A
 Last EDR Contact: N/A
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records" or HRRH. EDR's HRRH effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
 Date Data Arrived at EDR: N/A
 Date Made Active in Reports: N/A
 Number of Days to Update: N/A

Source: EDR, Inc.
 Telephone: N/A
 Last EDR Contact: N/A
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRRH. EDR's HRRH effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
 Date Data Arrived at EDR: N/A
 Date Made Active in Reports: N/A
 Number of Days to Update: N/A

Source: EDR, Inc.
 Telephone: N/A
 Last EDR Contact: N/A
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List
 The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
 Date Data Arrived at EDR: 07/10/2013
 Date Made Active in Reports: 12/30/2013
 Number of Days to Update: 182

Source: Department of Environmental Conservation
 Telephone: N/A
 Last EDR Contact: 06/01/2012
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List
 The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
 Date Data Arrived at EDR: 07/01/2013
 Date Made Active in Reports: 01/02/2014
 Number of Days to Update: 193

Source: Department of Environmental Conservation
 Telephone: N/A
 Last EDR Contact: 06/01/2012
 Next Scheduled EDR Contact: N/A
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

COUNTY RECORDS

CORTLAND COUNTY:

Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 05/18/2016
 Date Data Arrived at EDR: 05/24/2016
 Date Made Active in Reports: 07/01/2016
 Number of Days to Update: 38

Source: Cortland County Health Department
 Telephone: 607-753-5035
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Quarterly

Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 05/18/2016
 Date Data Arrived at EDR: 05/24/2016
 Date Made Active in Reports: 07/01/2016
 Number of Days to Update: 38

Source: Cortland County Health Department
 Telephone: 607-753-5035
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Quarterly

NASSAU COUNTY:

Registered Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 04/22/2016
 Date Data Arrived at EDR: 04/26/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 52

Source: Nassau County Health Department
 Telephone: 516-571-3314
 Last EDR Contact: 07/05/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: No Update Planned

Storage Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
 Date Data Arrived at EDR: 02/23/2011
 Date Made Active in Reports: 03/29/2011
 Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal
 Telephone: 516-572-1000
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

Registered Tank Database in Nassau County

A listing of facilities in Nassau County with storage tanks.

Date of Government Version: 04/22/2016
 Date Data Arrived at EDR: 04/26/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 52

Source: Nassau County Department of Health
 Telephone: 516-571-4601
 Last EDR Contact: 07/05/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: Varies

Registered Tank Database

A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 04/22/2016
 Date Data Arrived at EDR: 04/26/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 52

Source: Nassau County Health Department
 Telephone: 516-571-3314
 Last EDR Contact: 07/05/2016
 Next Scheduled EDR Contact: 10/17/2016
 Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Storage Tank Database

A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
 Date Data Arrived at EDR: 02/23/2011
 Date Made Active in Reports: 03/29/2011
 Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal
 Telephone: 516-572-1000
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

ROCKLAND COUNTY:

Petroleum Bulk Storage Database

A listing of aboveground storage tank sites located in Rockland County.

Date of Government Version: 04/12/2016
 Date Data Arrived at EDR: 04/15/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 63

Source: Rockland County Health Department
 Telephone: 914-364-2605
 Last EDR Contact: 06/06/2016
 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Quarterly

Petroleum Bulk Storage Database

A listing of underground storage tank sites located in Rockland County.

Date of Government Version: 04/12/2016
 Date Data Arrived at EDR: 04/15/2016
 Date Made Active in Reports: 06/17/2016
 Number of Days to Update: 63

Source: Rockland County Health Department
 Telephone: 914-364-2605
 Last EDR Contact: 06/06/2016
 Next Scheduled EDR Contact: 09/19/2016
 Data Release Frequency: Quarterly

SUFFOLK COUNTY:

Storage Tank Database

A listing of aboveground storage tank sites located in Suffolk County.

Date of Government Version: 03/03/2015
 Date Data Arrived at EDR: 03/10/2015
 Date Made Active in Reports: 03/23/2015
 Number of Days to Update: 13

Source: Suffolk County Department of Health Services
 Telephone: 631-854-2521
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: No Update Planned

Storage Tank Database

A listing of underground storage tank sites located in Suffolk County.

Date of Government Version: 03/03/2015
 Date Data Arrived at EDR: 03/10/2015
 Date Made Active in Reports: 03/23/2015
 Number of Days to Update: 13

Source: Suffolk County Department of Health Services
 Telephone: 631-854-2521
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: No Update Planned

WESTCHESTER COUNTY:

Listing of Storage Tanks

A listing of aboveground storage tank sites located in Westchester County.

Date of Government Version: 02/19/2016
 Date Data Arrived at EDR: 02/24/2016
 Date Made Active in Reports: 03/22/2016
 Number of Days to Update: 27

Source: Westchester County Department of Health
 Telephone: 914-813-5161
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Listing of Storage Tanks

A listing of underground storage tank sites located in Westchester County.

Date of Government Version: 02/19/2016
 Date Data Arrived at EDR: 02/24/2016
 Date Made Active in Reports: 03/22/2016
 Number of Days to Update: 27

Source: Westchester County Department of Health
 Telephone: 914-813-5161
 Last EDR Contact: 05/02/2016
 Next Scheduled EDR Contact: 08/15/2016
 Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
 Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013
 Date Data Arrived at EDR: 08/19/2013
 Date Made Active in Reports: 10/03/2013
 Number of Days to Update: 45

Source: Department of Energy & Environmental Protection
 Telephone: 860-424-3375
 Last EDR Contact: 05/13/2016
 Next Scheduled EDR Contact: 08/29/2016
 Data Release Frequency: No Update Planned

NY MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013
 Date Data Arrived at EDR: 07/17/2015
 Date Made Active in Reports: 08/12/2015
 Number of Days to Update: 26

Source: Department of Environmental Protection
 Telephone: N/A
 Last EDR Contact: 07/11/2016
 Next Scheduled EDR Contact: 10/24/2016
 Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2014
 Date Data Arrived at EDR: 07/24/2015
 Date Made Active in Reports: 08/18/2015
 Number of Days to Update: 25

Source: Department of Environmental Protection
 Telephone: 717-783-8990
 Last EDR Contact: 05/13/2016
 Next Scheduled EDR Contact: 10/31/2016
 Data Release Frequency: Annually

RI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2013
 Date Data Arrived at EDR: 06/19/2015
 Date Made Active in Reports: 07/15/2015
 Number of Days to Update: 26

Source: Department of Environmental Management
 Telephone: 401-222-2787
 Last EDR Contact: 06/06/2016
 Next Scheduled EDR Contact: 09/05/2016
 Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data

Hazardous waste manifest information.

Date of Government Version: 05/02/2016
 Date Data Arrived at EDR: 05/24/2016
 Date Made Active in Reports: 07/13/2016
 Number of Days to Update: 50

Source: Department of Environmental Conservation
 Telephone: 802-241-3443
 Last EDR Contact: 07/18/2016
 Next Scheduled EDR Contact: 10/31/2016
 Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

WI MANIFEST: Manifest Information
 Hazardous waste manifest information.
 Date of Government Version: 12/31/2015
 Date Data Arrived at EDR: 04/14/2016
 Date Made Active in Reports: 06/03/2016
 Number of Days to Update: 50
 Source: Department of Natural Resources
 Telephone: N/A
 Last EDR Contact: 06/13/2016
 Next Scheduled EDR Contact: 09/26/2016
 Data Release Frequency: Annually

Oil/Gas Pipelines
 Source: PennWell Corporation
 Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data
 Source: PennWell Corporation
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates these buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
 Source: American Hospital Association, Inc.
 Telephone: 312-280-5991
 The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
 Source: Centers for Medicare & Medicaid Services
 Telephone: 410-786-3000
 A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
 Source: National Institutes of Health
 Telephone: 301-594-6248
 Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
 Source: National Center for Education Statistics
 Telephone: 202-502-7300
 The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
 Source: National Center for Education Statistics
 Telephone: 202-502-7300
 The National Center for Education Statistics' primary database on private school locations in the United States.
 Daycare Centers: Day Care Providers
 Source: Department of Health
 Telephone: 212-676-2444

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
 Source: Department of Environmental Conservation
 Telephone: 518-402-8961

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Current USGS 7.5 Minute Topographic Map
 Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

CAROUSEL MALL
 9090 DESTINY USA DRIVE
 SYRACUSE, NY 13290

TARGET PROPERTY COORDINATES

Latitude (North): 43.067673 - 43° 4' 3.62"
 Longitude (West): 76.170439 - 76° 10' 13.58"
 Universal Transverse Mercator: Zone 18
 UTM X (Meters): 404701.1
 UTM Y (Meters): 4768779.5
 Elevation: 377 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 5937769 SYRACUSE WEST, NY
 Version Date: 2013

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

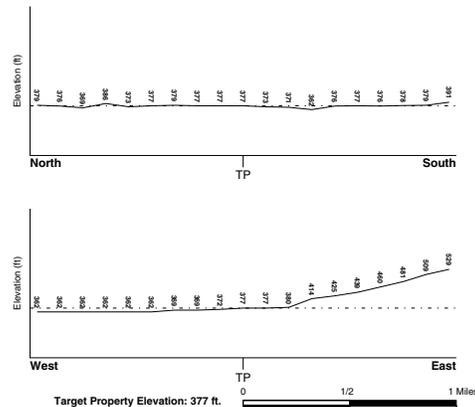
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General WSW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County: ONONDAGA, NY
 FEMA Flood Electronic Data: YES - refer to the Overview Map and Detail Map
 Flood Plain Panel at Target Property: 3605950001D - FEMA Q3 Flood data
 Additional Panels in search area: 3605910006A - FEMA Q3 Flood data, 3605950002D - FEMA Q3 Flood data, 3605790007C - FEMA Q3 Flood data, 3605950003E - FEMA Q3 Flood data, 3605950004E - FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property: SYRACUSE WEST
 NWI Electronic Data Coverage: YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:
 Search Radius: 1.25 miles
 Status: Not found

AQUIFLOW®

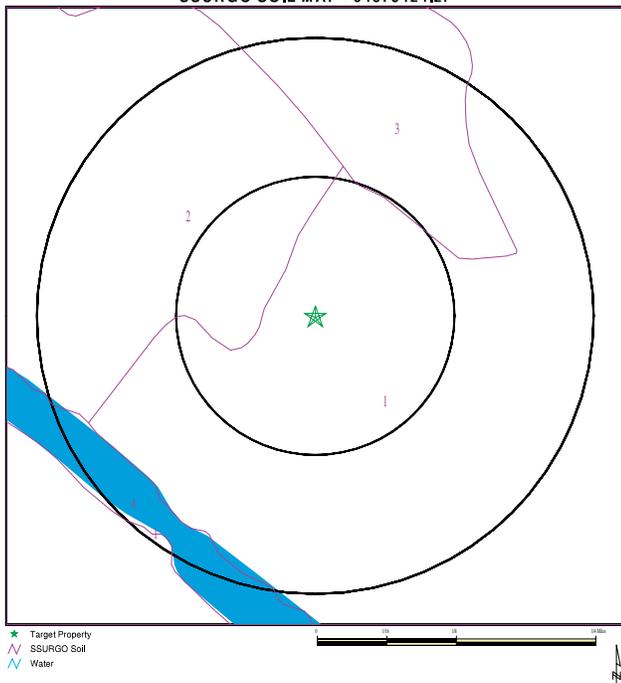
Search Radius: 1,000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1998 Site-specific hydrogeological data gathered by CERCLUS Alerts, Inc. Basebridge Island, NY. All rights reserved. All of the information and opinions presented are those of the client (EPA report), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

SSURGO SOIL MAP - 04679424.2r



GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Urban land
 Soil Surface Texture: Not reported
 Hydrologic Group: Not reported
 Soil Drainage Class: Unknown
 Hydric Status: Unknown
 Corrosion Potential - Uncoated Steel: Not Reported
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 0 inches
 No Layer Information available.

Soil Map ID: 2

Soil Component Name: Udorthents
 Soil Surface Texture: channery loam
 Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.
 Soil Drainage Class: Somewhat excessively drained
 Hydric Status: Not hydric
 Corrosion Potential - Uncoated Steel: Moderate
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 137 inches

SITE NAME: Carousel Mall
 ADDRESS: 9090 Destiny USA Drive
 Syracuse NY 13290
 LAT/LONG: 43.067673 / 76.170439
 CLIENT: EnviroBusiness, Inc.
 CONTACT: Production Manager
 INQUIRY #: 04579424.2r
 DATE: July 21, 2016 1:30 pm

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information								
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)	
	Upper	Lower		AASHTO Group	Unified Soil			
1	0 inches	3 inches	channery loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Clayey Gravel	Max: 141 Min: 0.42	Max: 7.3 Min: 4.5	
2	3 inches	70 inches	very channery loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 42 Min: 0.42	Max: 8.4 Min: 4.5	

Soil Map ID: 3

Soil Component Name: Udoorthents
 Soil Surface Texture: gravelly sandy loam
 Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.
 Soil Drainage Class: Somewhat excessively drained
 Hydric Status: Not hydric
 Corrosion Potential - Uncoated Steel: Moderate
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 137 inches

Soil Layer Information								
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)	
	Upper	Lower		AASHTO Group	Unified Soil			
1	0 inches	3 inches	gravelly sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Clayey Gravel	Max: 141 Min: 0.42	Max: 7.3 Min: 4.5	

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information								
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)	
	Upper	Lower		AASHTO Group	Unified Soil			
2	3 inches	70 inches	very gravelly sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 42 Min: 0.42	Max: 8.4 Min: 4.5	

Soil Map ID: 4

Soil Component Name: Water
 Soil Surface Texture: gravelly sandy loam
 Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.
 Soil Drainage Class: Hydric Status: Unknown
 Corrosion Potential - Uncoated Steel: Not Reported
 Depth to Bedrock Min: > 0 inches
 Depth to Watertable Min: > 0 inches
 No Layer Information available.

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1,000
Federal FRDS PWS State Database	Nearest PWS within 1 mile 1,000

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A1	USGS40000870264	0 - 1/8 Mile ESE
A2	USGS40000870227	0 - 1/8 Mile SSE
B3	USGS40000870317	0 - 1/8 Mile North
B4	USGS40000870299	0 - 1/8 Mile NE
C5	USGS40000870251	0 - 1/8 Mile WSW
6	USGS40000870263	0 - 1/8 Mile East
C7	USGS40000870276	0 - 1/8 Mile West
D8	USGS40000870316	1/8 - 1/4 Mile ENE
D9	USGS40000870346	1/8 - 1/4 Mile NE
D10	USGS40000870361	1/8 - 1/4 Mile NE
E11	USGS40000870187	1/8 - 1/4 Mile SSW
12	USGS40000870201	1/8 - 1/4 Mile SE
13	USGS40000870403	1/8 - 1/4 Mile NNE
F14	USGS40000870265	1/8 - 1/4 Mile West
15	USGS40000870168	1/8 - 1/4 Mile SSE
G16	USGS40000870375	1/8 - 1/4 Mile NE
17	USGS40000870226	1/8 - 1/4 Mile ESE
F18	USGS40000870300	1/8 - 1/4 Mile WNW
F19	USGS40000870252	1/8 - 1/4 Mile West
E20	USGS40000870150	1/4 - 1/2 Mile SW
G21	USGS40000870402	1/4 - 1/2 Mile NE
F22	USGS40000870242	1/4 - 1/2 Mile West
23	USGS40000870107	1/4 - 1/2 Mile South
24	USGS40000870138	1/4 - 1/2 Mile SW
25	USGS40000870318	1/4 - 1/2 Mile WNW
26	USGS40000870266	1/4 - 1/2 Mile West
27	USGS40000870129	1/4 - 1/2 Mile SE
H28	USGS40000870315	1/4 - 1/2 Mile ENE
H29	USGS40000870314	1/4 - 1/2 Mile ENE
I30	USGS40000870436	1/4 - 1/2 Mile NE
I31	USGS40000870417	1/4 - 1/2 Mile NE
H32	USGS40000870298	1/4 - 1/2 Mile East
33	USGS40000870512	1/4 - 1/2 Mile North
H34	USGS40000870297	1/4 - 1/2 Mile East
I35	USGS40000870469	1/4 - 1/2 Mile NE
36	USGS40000870136	1/4 - 1/2 Mile WSW
37	USGS40000870260	1/4 - 1/2 Mile SE
J38	USGS40000870553	1/4 - 1/2 Mile North
K39	USGS40000870511	1/4 - 1/2 Mile NE
K40	USGS40000870534	1/4 - 1/2 Mile NNE
41	USGS40000870572	1/4 - 1/2 Mile North
J42	USGS40000870574	1/4 - 1/2 Mile NNW
J43	USGS40000870581	1/4 - 1/2 Mile North
44	USGS40000870051	1/2 - 1 Mile SW
L45	USGS40000870582	1/2 - 1 Mile NNW
L46	USGS40000870583	1/2 - 1 Mile NNW
L47	USGS40000870594	1/2 - 1 Mile NNW
M48	USGS40000870601	1/2 - 1 Mile North
49	USGS40000870630	1/2 - 1 Mile NNE
N50	USGS40000870573	1/2 - 1 Mile NNE
N51	USGS40000870580	1/2 - 1 Mile NNE
O52	USGS40000870003	1/2 - 1 Mile SE

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
P53	USGS40000869961	1/2 - 1 Mile SSE
P54	USGS40000869974	1/2 - 1 Mile SE
Q55	USGS40000870617	1/2 - 1 Mile NNW
M56	USGS40000870624	1/2 - 1 Mile North
57	USGS40000870659	1/2 - 1 Mile NNW
O58	USGS40000869986	1/2 - 1 Mile SE
O59	USGS40000870643	1/2 - 1 Mile North
60	USGS40000869903	1/2 - 1 Mile SSE
61	USGS40000870660	1/2 - 1 Mile North
62	USGS40000870649	1/2 - 1 Mile NNW
63	USGS40000869834	1/2 - 1 Mile SSW
R64	USGS40000869790	1/2 - 1 Mile SSE
R65	USGS40000869791	1/2 - 1 Mile SSE
66	USGS40000870677	1/2 - 1 Mile NNW
67	USGS40000869759	1/2 - 1 Mile SSW
68	USGS40000869732	1/2 - 1 Mile South
69	USGS40000869733	1/2 - 1 Mile South
70	USGS40000870768	1/2 - 1 Mile NNW
71	USGS40000869857	1/2 - 1 Mile SW
72	USGS40000870755	1/2 - 1 Mile NNE
73	USGS40000869872	1/2 - 1 Mile SE
74	USGS40000869758	1/2 - 1 Mile SSE
75	USGS40000870739	1/2 - 1 Mile NNW
76	USGS40000869858	1/2 - 1 Mile SW
77	USGS40000869997	1/2 - 1 Mile WSW

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		
Note: PWS System location is not always the same as well location.		

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

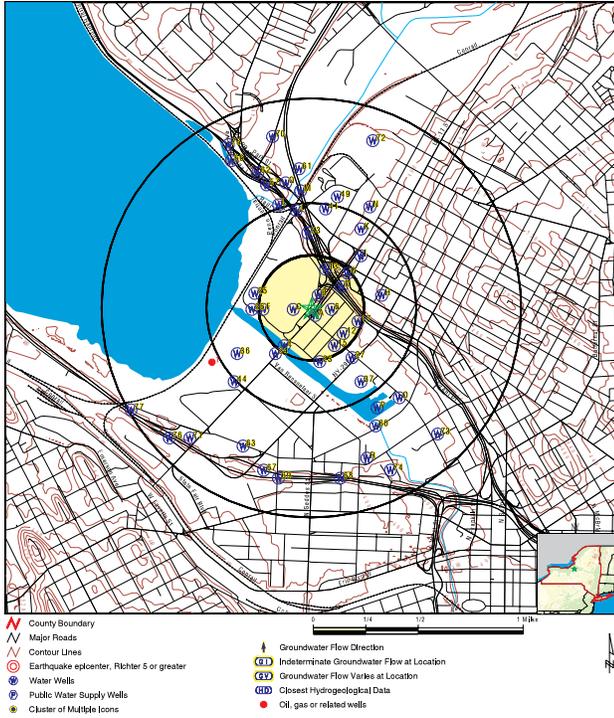
OTHER STATE DATABASE INFORMATION

STATE OIL/GAS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	NYOGR0000035970	1/2 - 1 Mile WSW

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PHYSICAL SETTING SOURCE MAP - 04679424.2r



SITE NAME: Carousell Mall
 ADDRESS: 9030 Destiny USA Drive
 Syracuse NY 13290
 LAT/LONG: 43.067673 / 76.170439

CLIENT: EnviroBusiness, Inc.
 CONTACT: Production Manager
 INQUIRY #: 04679424.2r
 DATE: July 21, 2016 1:30 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
 Direction
 Distance
 Elevation

Database	EDR ID Number
A1 ESE 0 - 1/8 Mile Higher	FED USGS USGS40000870264

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-43040076101401
 Monloc name: OD1095
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1702029
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acc measure units: feet
 Vertical collection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530609
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0675667
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374.8
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 125

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-06-09	4.2	

Database	EDR ID Number
A2 SSE 0 - 1/8 Mile Lower	FED USGS USGS40000870227

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-43040076101301
 Monloc name: OD1554
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.169925
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acc measure units: feet
 Vertical collection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifer name: Not Reported
 Formation type: Not Reported

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0667334
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 374
 Vertacc measure val: 5
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 125

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-06-09	4.2	

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19980401
 Welldepth units: Not Reported
 Wellholedepth units: ft

Welldepth: Not Reported
 Wellholedepth: 165.5

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-04-01	8.0	

B3
North
0 - 1/8 Mile
Higher

FED USGS USGS40000870317

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-43040076101401
 Monloc name: OD1094
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1702029
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acc measure units: feet
 Vertical collection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19490902
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0687778
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 372.8
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 45

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1949-09-02	3.2	

B4
NE
0 - 1/8 Mile
Higher

FED USGS USGS40000870299

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430400607610101
 Monloc name: OD1549
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1693695

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0694001
 Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acc measure units: feet
 Vertical collection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980114
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.067334
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 380
 Vertacc measure val: 5
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 85.3

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-01-14	19.9	

CS
WSW
0 - 1/8 Mile
Lower

FED USGS USGS40000870251

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430402076102001
 Monloc name: OD1547
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1718696
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert acc measure units: feet
 Vertical collection method: Level or other surveying method
 Vert coord refs: NGVD29
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19971224
 Welldepth units: Not Reported
 Wellholedepth units: ft

Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Latitude: 43.0672889
 Sourcemap scale: 24000
 Horiz Acc measure units: seconds
 Vert measure val: 377.3
 Vertacc measure val: 0.1
 Countrycode: US
 Welldepth: Not Reported
 Wellholedepth: 162

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1997-12-24	9.5	

6
East
0 - 1/8 Mile
Higher

FED USGS USGS40000870263

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430403076100801
 Monic name: OD1096
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0675667
 Longitude: -76.1683361 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 347.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530624 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 55
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-06-24	7.4	

C7 West 0 - 1/8 Mile Lower **FED USGS USGS40000870276**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430404076102201
 Monic name: OD1548
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0678445
 Longitude: -76.1724252 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 306.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19971216 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 130.2
 Wellholedepth units: ft
 Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1997-12-16	23.5	

D8 ENE 1/8 - 1/4 Mile Higher **FED USGS USGS40000870316**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430407076100501
 Monic name: OD1093
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0686779
 Longitude: -76.1677028 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 374.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19490818 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 50
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1949-08-18	4.1	

D9 NE 1/8 - 1/4 Mile Higher **FED USGS USGS40000870346**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430409076100401
 Monic name: OD1611
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0692334
 Longitude: -76.167425 Source map scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 374.4
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19490818 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 52
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1949-08-18	9	

D10 NE 1/8 - 1/4 Mile Higher **FED USGS USGS40000870361**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430410076100501
 Monic name: OD1092
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0695112
 Longitude: -76.1677028 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 402.3
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530529 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 30
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1953-05-29	2.3	

E11 SSW 1/8 - 1/4 Mile Higher **FED USGS USGS40000870187**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430355076102201
 Monic name: OD1506
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0653445
 Longitude: -76.1724252 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 379.6
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890613 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 291.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-06-13	13.4	

12 SE 1/8 - 1/4 Mile Higher **FED USGS USGS40000870201**

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430357076100401
 Monic name: OD1551
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0659
 Longitude: -76.167425 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 376
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 1990025
 Welldepth units: Not Reported
 Wellholedepth: 121.3
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date: 1998-03-25
 Surface: 4.2
 Feet to Sealevel

13 NNE **FED USGS USGS40000870403**
1/8 - 1/4 Mile Higher

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430413076101001
 Monic name: OD1613
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.0703445
 Contrib drainagearea units: Not Reported
 Longitude: -76.1690917
 Sourcecmap scale: 24000
 Horiz Acc measure: 1
 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure val: 369.6
 Vert measure units: feet
 Vertacc measure val: 0.1
 Vertacc measure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 1954098
 Welldepth units: Not Reported
 Wellholedepth: 88
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date: 1954-09-08
 Surface: 1.0
 Feet to Sealevel

F14 West **FED USGS USGS40000870265**
1/8 - 1/4 Mile Lower

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430403076102901
 Monic name: OD1511
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.0675667
 Contrib drainagearea units: Not Reported
 Longitude: -76.1743697
 Sourcecmap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vertacc measure val: 380
 Vertacc measure units: 5
 Vert measure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19871020
 Welldepth units: Not Reported
 Wellholedepth: 162
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date: 1987-10-20
 Surface: 5.0
 Feet to Sealevel

15 SSE **FED USGS USGS40000870168**
1/8 - 1/4 Mile Lower

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430354076100701
 Monic name: OD1550
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.0650667
 Contrib drainagearea units: Not Reported
 Longitude: -76.1682583
 Sourcecmap scale: 24000
 Horiz Acc measure: 1
 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure val: 374
 Vert measure units: feet
 Vertacc measure val: 5
 Vertacc measure units: feet
 Vert collection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980402
 Welldepth units: Not Reported
 Wellholedepth: 174.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date: 1998-04-02
 Surface: 10.5
 Feet to Sealevel

G16 NE **FED USGS USGS40000870375**
1/8 - 1/4 Mile Higher

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430406076103101
 Monic name: OD1787
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.0684001
 Contrib drainagearea units: Not Reported
 Longitude: -76.1749252
 Sourcecmap scale: 24000
 Horiz Acc measure: 1
 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure val: 375.3
 Vert measure units: feet
 Vertacc measure val: 0.1
 Vertacc measure units: feet
 Vert collection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 20020619
 Welldepth units: Not Reported
 Wellholedepth: 290.1
 Wellholedepth units: ft

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430411076100301
 Monic name: OD1097
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.069789
 Contrib drainagearea units: Not Reported
 Longitude: -76.1671472
 Sourcecmap scale: 24000
 Horiz Acc measure: 1
 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure val: 385.4
 Vert measure units: feet
 Vertacc measure val: 0.1
 Vertacc measure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 1954004
 Welldepth units: Not Reported
 Wellholedepth: 56
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

17 ESE **FED USGS USGS40000870226**
1/8 - 1/4 Mile Higher

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430400076095901
 Monic name: OD1552
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.067334
 Contrib drainagearea units: Not Reported
 Longitude: -76.166038
 Sourcecmap scale: 24000
 Horiz Acc measure: 1
 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure val: 379
 Vert measure units: feet
 Vertacc measure val: 5
 Vertacc measure units: feet
 Vert collection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19980323
 Welldepth units: Not Reported
 Wellholedepth: 36.2
 Wellholedepth units: ft

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1
 Date: 1998-03-23
 Surface: 3.8
 Feet to Sealevel

F18 WNW **FED USGS USGS40000870300**
1/8 - 1/4 Mile Lower

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430406076103101
 Monic name: OD1787
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.0684001
 Contrib drainagearea units: Not Reported
 Longitude: -76.1749252
 Sourcecmap scale: 24000
 Horiz Acc measure: 1
 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure val: 375.3
 Vert measure units: feet
 Vertacc measure val: 0.1
 Vertacc measure units: feet
 Vert collection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifer name: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 20020619
 Welldepth units: Not Reported
 Wellholedepth: 290.1
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date: 2002-06-19
 Surface: 0.0
 Feet to Sealevel

F19 West **FED USGS USGS40000870252**
1/8 - 1/4 Mile Lower

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430402076103201
 Monic name: OD1788
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported
 Contrib drainagearea: 43.0672889
 Contrib drainagearea units: Not Reported
 Longitude: -76.175203
 Sourcecmap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 376.5
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vert accmeasure val: 5
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 20020524
 Welldepth: Not Reported
 Wellholedepth: 351
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
2002-05-24	3.20	

E20 SW
1/4 - 1/2 Mile Lower
 FED USGS USGS40000870150

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430353076102601
 Monic name: OD 593
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1735363
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 370
 Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth: Not Reported
 Wellholedepth: 292
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

G21 NE
1/4 - 1/2 Mile Higher
 FED USGS USGS40000870402

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430413076100201
 Monic name: OD1624
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1666694
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 403
 Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950125
 Welldepth: Not Reported
 Wellholedepth: 20
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1995-01-25	18.5	

F22 West
1/4 - 1/2 Mile Lower
 FED USGS USGS40000870242

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430401076103301
 Monic name: OD1069
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1754608
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 370
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19770311
 Welldepth: Not Reported
 Wellholedepth: 216.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

23 South
1/4 - 1/2 Mile Lower
 FED USGS USGS40000870107

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430350076101201
 Monic name: OD 553
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1696473
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 370
 Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19990409
 Welldepth: Not Reported
 Wellholedepth: 226
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1998-04-09	8.0	

24 SW
1/4 - 1/2 Mile Lower
 FED USGS USGS40000870138

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430352076102701
 Monic name: OD1505
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1738141

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 379.6
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19890607
 Welldepth: Not Reported
 Wellholedepth: 271.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1989-06-07	12.0	

25 WNW
1/4 - 1/2 Mile Lower
 FED USGS USGS40000870318

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430407076103401
 Monic name: OD1512
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1757586
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 380
 Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19880907
 Welldepth: Not Reported
 Wellholedepth: 270.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1988-09-07	8.0	

26 West
1/4 - 1/2 Mile Lower
 FED USGS USGS40000870266

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430403076103501
 Monic name: OD1789
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0675667
 Longitude: -76.1760364 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 380.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 20020509 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 370.2
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date Surface Feet below Sealevel
 2002-05-09 14.8

27 SE 1/4 - 1/2 Mile Lower FED USGS USGS40000870129

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430351076100101
 Monic name: OD1546
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0642334
 Longitude: -76.1665916 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 372
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19871216 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 120.3
 Wellholedepth units: ft
 Ground-water levels, Number of Measurements: 1
 Date Surface Feet below Feet to Sealevel
 1987-12-16 6.5

H28 ENE 1/4 - 1/2 Mile Higher FED USGS USGS40000870315

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430407076095301
 Monic name: OD1088
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0686779
 Longitude: -76.1643693 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19490623 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 29
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

H29 ENE 1/4 - 1/2 Mile Higher FED USGS USGS40000870314

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430407076095201
 Monic name: OD1091
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0686779
 Longitude: -76.1640916 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.7
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530724 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 38
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

I30 NE 1/4 - 1/2 Mile Higher FED USGS USGS40000870436

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430416076095901
 Monic name: OD1625
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0711779
 Longitude: -76.166036 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 404
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950125 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 20
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

I31 NE 1/4 - 1/2 Mile Higher FED USGS USGS40000870417

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430414076095601
 Monic name: OD 601
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.076223
 Longitude: -76.1652027 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 420
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 85
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

H32 East 1/4 - 1/2 Mile Higher FED USGS USGS40000870298

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430406076095001
 Monic name: OD1090
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0684001
 Longitude: -76.163536 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.5
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19530721 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 22
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

33 North 1/4 - 1/2 Mile Higher FED USGS USGS40000870512

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430422076101601
 Monic name: OD1612
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0728446
 Longitude: -76.1707584 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 367.1
 Vertacc measure val: 0.1
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19531113
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 115
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date Feet below Surface Feet to Sealevel
 1953-11-13 0.1

H34
 East
 1/4 - 1/2 Mile
 Higher
 FED USGS USGS40000870297

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430406076094901
 Monic name: OD1089
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1632582
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 400.7
 Vertacc measure val: 0.1
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19630722
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 31.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

I35
 NE
 1/4 - 1/2 Mile
 Higher
 FED USGS USGS40000870469

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430406076094901
 Monic name: OD1089
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1632582
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 400.7
 Vertacc measure val: 0.1
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19630722
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 31.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430419076095901
 Monic name: OD1626
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.166036
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 401
 Vertacc measure val: 5
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950125
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 16
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

36
 WSW
 1/4 - 1/2 Mile
 Lower
 FED USGS USGS40000870136

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430352076041601
 Monic name: OD 528
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1774253
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 365
 Vertacc measure val: 5
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 430
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
 Direction
 Distance
 Elevation
 Database EDR ID Number

37
 SE
 1/4 - 1/2 Mile
 Lower
 FED USGS USGS40000870050

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430345076095801
 Monic name: OD1507
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1657583
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 381.4
 Vertacc measure val: 0.1
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950909
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 192
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Date Feet below Surface Feet to Sealevel
 1993-09-09 20.0

J38
 North
 1/4 - 1/2 Mile
 Higher
 FED USGS USGS40000870553

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430426076102001
 Monic name: OD1610
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1718696
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 366.4
 Vertacc measure val: 0.1
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: 19521209
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 109
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date Feet below Surface Feet to Sealevel
 1962-12-09 0.1

K39
 NE
 1/4 - 1/2 Mile
 Higher
 FED USGS USGS40000870511

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430422076095601
 Monic name: OD1627
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1652027
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 395
 Vertacc measure val: 5
 Vert acc measure units: feet
 Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950125
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 17.7
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

K40
 NNE
 1/4 - 1/2 Mile
 Higher
 FED USGS USGS40000870534

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430424076100001
 Monic name: OD 576
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.1663139
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 24000
 Vertacc measure val: 24000
 Vert acc measure units: feet

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 373
 Vert measure units: feet Vertacc measure val: 5
 Vert acc measure units: feet
 Vert collection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 95
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**41
North
1/4 - 1/2 Mile
Lower**

FED USGS USGS40000870572

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430428076044601
 Monloc name: OD 517
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0745112
 Longitude: -76.1690917 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 392
 Vert measure units: feet Vertacc measure val: 5
 Vert acc measure units: feet
 Vert collection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 112
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**J42
NNW
1/4 - 1/2 Mile
Lower**

FED USGS USGS40000870574

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430428076102201
 Monloc name: OD1609
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0745112
 Longitude: -76.1724252 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 366.8
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acc measure units: feet
 Vert collection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19521204 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 119
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1952-12-04	0.5	

**J43
North
1/4 - 1/2 Mile
Higher**

FED USGS USGS40000870581

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430429076101801
 Monloc name: OD1094
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.074789
 Longitude: -76.171314 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 370.4
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acc measure units: feet
 Vert collection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19770413 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 110
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977-04-13	1.0	

**44
SW
1/2 - 1 Mile
Lower**

FED USGS USGS40000870051

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430428076102201
 Monloc name: OD1609
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0745112
 Longitude: -76.1724252 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430345076104101
 Monloc name: OD1533
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0625667
 Longitude: -76.1777031 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 371.0
 Vert measure units: feet Vertacc measure val: 0.1
 Vert acc measure units: feet
 Vert collection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 314.75
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**L45
NNW
1/2 - 1 Mile
Lower**

FED USGS USGS40000870582

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430429076102701
 Monloc name: OD1850
 Monloc type: Well
 Monloc desc: LEY CK-UNCONSOLIDATED
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0746501
 Longitude: -76.1737863 Sourcemap scale: 24000
 Horiz Acc measure: .1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 368
 Vert measure units: feet Vertacc measure val: 10
 Vert acc measure units: feet
 Vert collection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Mixed (confined and unconfined multiple aquifers)
 Construction date: 20041122 Welldepth: 44
 Welldepth units: ft Wellholedepth: 91.2
 Wellholedepth units: ft

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
2004-11-24	6.91	

**L46
NNW
1/2 - 1 Mile
Lower**

FED USGS USGS40000870583

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430429076102702
 Monloc name: OD1851
 Monloc type: Well
 Monloc desc: LEY CK-BEDROCK
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0746779
 Longitude: -76.1737863 Sourcemap scale: 24000
 Horiz Acc measure: .1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 368
 Vert measure units: feet Vertacc measure val: 10
 Vert acc measure units: feet
 Vert collection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Mixed (confined and unconfined multiple aquifers)
 Construction date: 20041122 Welldepth: 91
 Welldepth units: ft Wellholedepth: 91.2
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
2004-11-24	8.20	

**L47
NNW
1/2 - 1 Mile
Lower**

FED USGS USGS40000870594

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430430076102401
 Monloc name: OD1617
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0750668
 Longitude: -76.1729807 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 364.2
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19540727
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 103
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1954-07-27	0.5	

M48
North
1/2 - 1 Mile
Higher
 FED USGS USGS40000870601

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430431076100601
 Monloc name: OD1629
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea Units: Not Reported
 Contrib drainagearea units: Not Reported
 Longitude: -76.171314
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 369.6
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19771220
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 116.3
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1977-12-20	3.0	

49
NNE
1/2 - 1 Mile
Lower
 FED USGS USGS40000870600

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430431076100601
 Monloc name: OD1629
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Longitude: -76.167906
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 369.6
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950126
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 96
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1995-01-26	1.1	

N50
NNE
1/2 - 1 Mile
Higher
 FED USGS USGS40000870573

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430428076095501
 Monloc name: OD1503
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Longitude: -76.1649249
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 380.0
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1993-08-23	13.8	

PS3
SSE
1/2 - 1 Mile
Lower
 FED USGS USGS40000869961

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
 Construction date: Not Reported
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 93.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

N51
NNE
1/2 - 1 Mile
Higher
 FED USGS USGS40000870580

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430429076095501
 Monloc name: OD1629
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Longitude: -76.1649249
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 380.3
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19950124
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 40.1
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1995-01-24	3.5	

Q52
SE
1/2 - 1 Mile
Lower
 FED USGS USGS40000870003

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430342076094701
 Monloc name: OD1642
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Longitude: -76.1627026
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 370.4
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930823
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 99.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 370.4
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930823
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 99.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1993-08-23	13.8	

PS3
SSE
1/2 - 1 Mile
Lower
 FED USGS USGS40000869961

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430338076095401
 Monloc name: OD1506
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Longitude: -76.1646471
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 363.0
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930902
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 162
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

PS4
SE
1/2 - 1 Mile
Lower
 FED USGS USGS40000869974

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430338076095401
 Monloc name: OD1506
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201
 Drainagearea value: Not Reported
 Contrib drainagearea: Not Reported
 Longitude: -76.1646471
 Horiz Acc measure: 1
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83
 Vert measure units: feet
 Vert measure val: 363.0
 Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29
 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930902
 Welldepth: Not Reported
 Welldepth units: Not Reported
 Wellholedepth: 162
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430339076095101
 Monic name: OD1509
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0609
 Longitude: -76.1636138 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 362.9
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930831 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 141.8
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

Q55
NW
1/2 - 1 Mile
Higher FED USGS USGS40000870617

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430433076102401
 Monic name: OD1615
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0759001
 Longitude: -76.1729807 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 365.0
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19540730 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 90
 Wellholedepth units: ft

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1954-07-30	2.0	

M56
North
1/2 - 1 Mile
Lower FED USGS USGS40000870624

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430434076101901
 Monic name: OD1087
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0761779
 Longitude: -76.1715918 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 368.9
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19770815 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 120.3
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1977-08-15	3.0	

S7
NW
1/2 - 1 Mile
Higher FED USGS USGS40000870659

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430438076042601
 Monic name: OD 516
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0761779
 Longitude: -76.1746475 Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 375
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 80
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

O58
SE
1/2 - 1 Mile
Lower FED USGS USGS40000869988

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430340076094301
 Monic name: OD1510
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0611778
 Longitude: -76.1615915 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 362.9
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19930903 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 142
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

Q59
North
1/2 - 1 Mile
Lower FED USGS USGS40000870643

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430436076102301
 Monic name: OD1619
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0767335
 Longitude: -76.172703 Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 369.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19541014 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 111
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1954-10-14	5.5	

60
SSE
1/2 - 1 Mile
Lower FED USGS USGS40000869903

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430334076095301
 Monic name: OD 594
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0595111
 Longitude: -76.1643693 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 374
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 81.5
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

61
North
1/2 - 1 Mile
Lower FED USGS USGS40000870660

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430436076102301
 Monic name: OD1619
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0767335
 Longitude: -76.172703 Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430438076101901
Monloc name: OD1086
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0772891
Longitude: -76.1715918
Sourcemap scale: 24000
Horiz Acc measure: 1
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 372.0
Vert measure units: feet
Vertacc measure val: 0.1
Vertacc measure units: feet
Vert collection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: 19810304
Welldepth: Not Reported
Wellholedepth: 115
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
Date Surface Sealevel
1981-03-04 3.0

62 NNW 1/2 - 1 Mile Higher

FED USGS USGS40000870649

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430437076103301
Monloc name: OD1614
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0770113
Longitude: -76.1754808
Sourcemap scale: 24000
Horiz Acc measure: 1
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 364.6
Vert measure units: feet
Vertacc measure val: 0.1
Vertacc measure units: feet
Vert collection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Aquifer type: Not Reported
Construction date: 19540924
Welldepth: Not Reported
Wellholedepth: 72
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
Date Surface Sealevel
1954-09-24 1.8

63 SSW 1/2 - 1 Mile Higher

FED USGS USGS40000869834

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430329076103801
Monloc name: OD1520
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0581222
Longitude: -76.1786897
Sourcemap scale: 24000
Horiz Acc measure: 1
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 373.7
Vert measure units: feet
Vertacc measure val: 0.1
Vertacc measure units: feet
Vert collection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: 19600427
Welldepth: Not Reported
Wellholedepth: 101.5
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
Date Surface Sealevel
1960-04-27 1.8

64 SSE 1/2 - 1 Mile Higher

FED USGS USGS40000869790

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430326076095601
Monloc name: OD1806
Monloc type: Well
Monloc desc: SPENCER STREET WELL (SHALLOW)
Huc code: Not Reported
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0572888
Longitude: -76.1650207
Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
Horiz Collection method: Global positioning system (GPS), uncorrected
Horiz coord refs: NAD83
Vert measure val: Not Reported
Vertacc measure val: Not Reported
Vert measure units: Not Reported
Vertacc measure units: Not Reported
Vert collection method: Not Reported
Vert coord refs: Not Reported
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: Not Reported
Welldepth: Not Reported
Wellholedepth: Not Reported
Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

65 SSE 1/2 - 1 Mile Higher

FED USGS USGS40000869791

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430326076095602
Monloc name: OD1805
Monloc type: Well
Monloc desc: SPENCER STREET WELL (DEEP)
Huc code: Not Reported
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0572888
Longitude: -76.1652027
Sourcemap scale: 24000
Horiz Acc measure: 1
Horiz Collection method: Global positioning system (GPS), uncorrected
Horiz coord refs: NAD83
Vert measure val: Not Reported
Vertacc measure val: Not Reported
Vert measure units: Not Reported
Vertacc measure units: Not Reported
Vert collection method: Not Reported
Vert coord refs: Not Reported
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: Not Reported
Welldepth: Not Reported
Wellholedepth: Not Reported
Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

66 NNW 1/2 - 1 Mile Higher

FED USGS USGS40000870677

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430440076104201
Monloc name: OD1619
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0778446
Longitude: -76.1779809
Sourcemap scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 364.1
Vertacc measure val: 0.1
Vert measure units: feet
Vertacc measure units: feet
Vert collection method: Level or other surveying method
Vert coord refs: NGVD29
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: 19541007
Welldepth: Not Reported
Wellholedepth: 61
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
Date Surface Sealevel
1954-10-07 0.1

67 SSW 1/2 - 1 Mile Higher

FED USGS USGS40000869759

Org. Identifier: USGS-NY
Formal name: USGS New York Water Science Center
Monloc Identifier: USGS-430323076103101
Monloc name: OD 559
Monloc type: Well: Test hole not completed as a well
Monloc desc: Not Reported
Huc code: 04140201
Drainagearea value: Not Reported
Contrib drainagearea units: Not Reported
Latitude: 43.0564555
Longitude: -76.1749252
Sourcemap scale: 24000
Horiz Acc measure: 1
Horiz Collection method: Interpolated from map
Horiz coord refs: NAD83
Vert measure val: 378
Vert measure units: feet
Vertacc measure val: 5
Vertacc measure units: feet
Vert collection method: Interpolated from topographic map
Vert coord refs: NGVD29
Countrycode: US
Aquifername: Not Reported
Formation type: Not Reported
Aquifer type: Not Reported
Construction date: Not Reported
Welldepth: Not Reported
Wellholedepth: 192
Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

68 South 1/2 - 1 Mile Higher

FED USGS USGS40000869732

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430321076100501
 Monic name: OD 562
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0558999
 Longitude: -76.1677028 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 380.5
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 102
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**69 South
1/2 - 1 Mile
Higher**

FED USGS USGS40000869733

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430321076102601
 Monic name: OD1519
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0558999
 Longitude: -76.1735363 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 376
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19610621 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 186.5
 Wellholedepth units: ft

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1961-06-21	7.0	

**70 NW
1/2 - 1 Mile
Higher**

FED USGS USGS40000870768

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430446076102801
 Monic name: OD1620
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0795113
 Longitude: -76.1740919 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 369.6
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19550906 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 65
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Surface	Sealevel
1955-09-06	3.0	

**71 SW
1/2 - 1 Mile
Higher**

FED USGS USGS40000869857

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430331076105601
 Monic name: OD1634
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0586777
 Longitude: -76.1818699 Sourcemap scale: 24000

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 370.1
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 1970 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 161
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1

Date	Feet below Surface	Feet to Sealevel
1970	9	

**72 NNE
1/2 - 1 Mile
Lower**

FED USGS USGS40000870755

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430445076095401
 Monic name: OD 575
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0792335
 Longitude: -76.1646471 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 373.4
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 105
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

**73 SE
1/2 - 1 Mile
Higher**

FED USGS USGS40000869872

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-43032076093201
 Monic name: OD 266
 Monic type: Well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0564555
 Longitude: -76.1585358 Sourcemap scale: 25000
 Horiz Acc measure: 1 Horiz Acc measure units: minutes
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 400.00
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: New York and New England carbonate-rock aquifers
 Formation type: Silurian, Upper
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: 240
 Welldepth units: ft Wellholedepth: Not Reported
 Wellholedepth units: Not Reported

Ground-water levels, Number of Measurements: 0

**74 SSE
1/2 - 1 Mile
Higher**

FED USGS USGS40000869758

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monic Identifier: USGS-430323076094801
 Monic name: OD1528
 Monic type: Well: Test hole not completed as a well
 Monic desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0564555
 Longitude: -76.1629804 Sourcemap scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 398.0
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19600429 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 101.5
 Wellholedepth units: ft

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Ground-water levels, Number of Measurements: 1
 Feet below Surface Sealevel
 Date 1960-04-29 35

75
NW
1/2 - 1 Mile
Higher
FED USGS USGS40000870739

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430444076104301
 Monloc name: OD1619
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0789557
 Longitude: -76.1782587 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 368.2
 Vert measure units: feet Vertacc measure val: 0.1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: 19550914 Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 24
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 1
 Feet below Surface Sealevel
 Date 1955-09-14 3.5

76
SW
1/2 - 1 Mile
Higher
FED USGS USGS40000869858

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430331076110301
 Monloc name: OD 566
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0586777
 Longitude: -76.1838144 Source map scale: 24000

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 391.1
 Vert measure units: feet Vertacc measure val: .1
 Vert accmeasure units: feet
 Vertcollection method: Level or other surveying method
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 136
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

77
WSW
1/2 - 1 Mile
Higher
FED USGS USGS40000869997

Org. Identifier: USGS-NY
 Formal name: USGS New York Water Science Center
 Monloc Identifier: USGS-430341076035501
 Monloc name: OD 527
 Monloc type: Well: Test hole not completed as a well
 Monloc desc: Not Reported
 Huc code: 04140201 Drainagearea value: Not Reported
 Drainagearea Units: Not Reported Contrib drainagearea: Not Reported
 Contrib drainagearea units: Not Reported Latitude: 43.0605222
 Longitude: -76.1874256 Source map scale: 24000
 Horiz Acc measure: 1 Horiz Acc measure units: seconds
 Horiz Collection method: Interpolated from map
 Horiz coord refs: NAD83 Vert measure val: 375
 Vert measure units: feet Vertacc measure val: 5
 Vert accmeasure units: feet
 Vertcollection method: Interpolated from topographic map
 Vert coord refs: NGVD29 Countrycode: US
 Aquifername: Not Reported
 Formation type: Not Reported
 Aquifer type: Not Reported
 Construction date: Not Reported Welldepth: Not Reported
 Welldepth units: Not Reported Wellholedepth: 121
 Wellholedepth units: ft

Ground-water levels, Number of Measurements: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Database EDR ID Number

1
WSW
1/2 - 1 Mile
OIL_GAS NYOG80000035970

Api wellno: 31067009390000 Cnty: 67
 Hole: 839 Sidetrack: 0
 Completion: 0 Well name: Onondaga Salt Reserve 1
 Company na: New York State Operator r: 9209
 Well type: SG Map symbol: O
 Well statu: UN Date statu: Not Reported
 Date permi: Not Reported Permit iss: Not Reported
 Date spud: 1884-01-01 00:00:00 Date total: Not Reported
 Date well: Not Reported Date well00: Not Reported
 Date well01: Not Reported Confid: No
 Town: Syracuse City Quad: Syracuse West
 Quadsec: E Producing: Not Applicable
 Producin00: Not Applicable Financial: Not Reported
 Slant: Vertical County: Onondaga
 Region: NA State leas: SURF
 Proposed d: 0 Surface loc:
 Surface 00: -76.1798
 Surface la: 43.06392
 Bottom h0: BH
 Bottom h00: -76.1798
 Bottom h01: 43.06392
 True vert: 1969
 Kickoff: 0 Measured d: 1969
 Elevation: 365 Original w: NL
 Permit fee: 0 Objective: Not Applicable
 Depth fee: -100 Spacing: Not Reported
 Spacing ac: Not Reported Integratio: Not Reported
 Dt hearing: Not Reported Dt mod: 2006-02-28 14:12:25
 Link: http://www.dec.ny.gov/cfm/xtapps/GasOil/search/wells/index.cfm?api=31067009390000
 Site id: NYOG80000035970

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: NY Radon

Radon Test Results

County	Town	Num Tests	Avg Result	Geo Mean	Max Result
ONONDAGA	CAMILLUS	980	11.38	6	188.3
ONONDAGA	CICERO	275	1.96	1.28	30.5
ONONDAGA	CLAY	328	2	1.19	30.4
ONONDAGA	DE WITT	754	10.01	3.76	346.7
ONONDAGA	ELBRIDGE	129	13.42	6.2	96.1
ONONDAGA	FABIUS	26	5.17	3.03	26.5
ONONDAGA	GEDDES	291	9.25	4.79	99.3
ONONDAGA	LAFAYETTE	105	7.39	4.25	95.6
ONONDAGA	LYSANDER	272	4.14	2.1	89.1
ONONDAGA	MANLIUS	1,442	11.4	5.03	341.8
ONONDAGA	MARCELLUS	251	5.91	3.39	98
ONONDAGA	ONONDAGA	294	10.8	5.9	89.4
ONONDAGA	OTISCO	21	7.32	3.64	40.1
ONONDAGA	POMPEY	105	6.84	4.7	35
ONONDAGA	SALINA	449	2.49	1.49	69.5
ONONDAGA	SKANEATELES	203	4.39	2.43	105.7
ONONDAGA	SPAFFORD	16	3.66	2.32	8.8
ONONDAGA	SYRACUSE	2,334	6.8	3.48	185.4
ONONDAGA	TULLY	140	18.29	8.48	165.2
ONONDAGA	VAN BUREN	119	6.68	2.5	70.1

Federal EPA Radon Zone for ONONDAGA COUNTY: 1

- Note: Zone 1 indoor average level > 4 pCi/L
- : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L
- : Zone 3 indoor average level < 2 pCi/L

Federal Area Radon Information for ONONDAGA COUNTY, NY

Number of sites tested: 476

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area	1.760 pCi/L	76%	21%	3%
Basement	3.000 pCi/L	62%	29%	9%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
Source: Department of Environmental Conservation
Telephone: 518-402-8961

HYDROGEOLOGIC INFORMATION

AQUIFLOW[®] Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beklan Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:53,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

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PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3755
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

New York Public Water Wells
Source: New York Department of Health
Telephone: 518-458-6731

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Database
Department of Environmental Conservation
Telephone: 518-402-8072
These files contain records, in the database, of wells that have been drilled.

RADON

State Database: NY Radon
Source: Department of Health
Telephone: 518-402-7556
Radon Test Results

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6666

Epipenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United States Geological Survey

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PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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APPENDIX F
HISTORICAL DOCUMENTATION

DRAFT

EBI Consulting



Aerial Photograph
Year: 1938



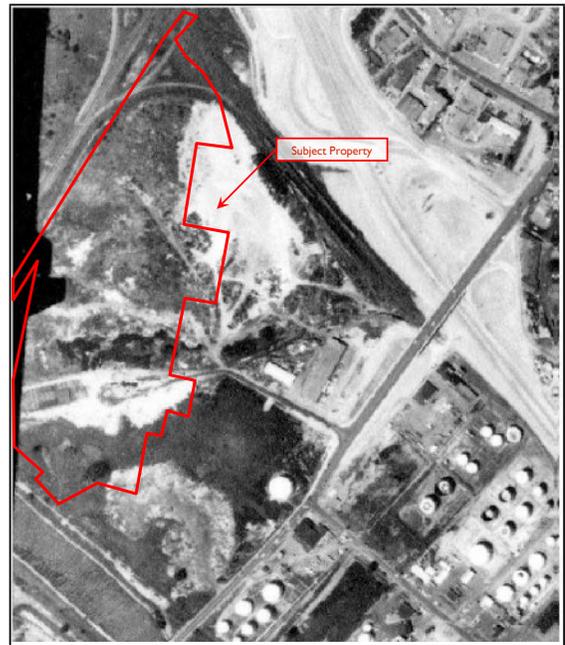
EBI Consulting



Aerial Photograph
Year: 1951



EBI Consulting



Aerial Photograph
Year: 1959



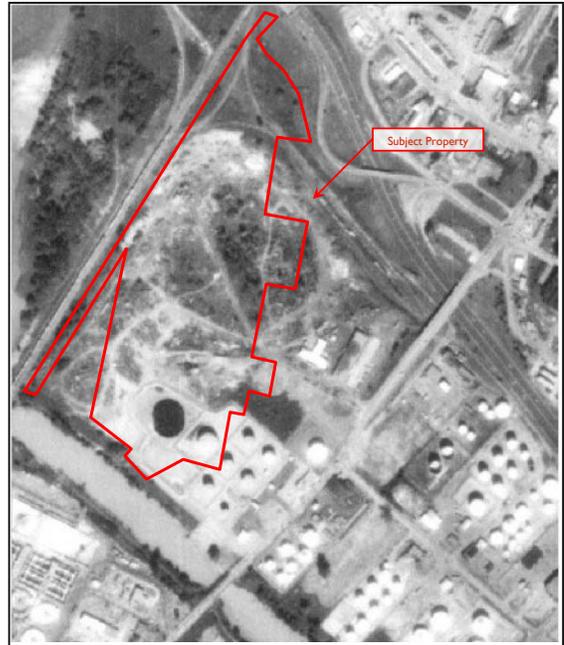
EBI Consulting



Aerial Photograph
Year: 1966



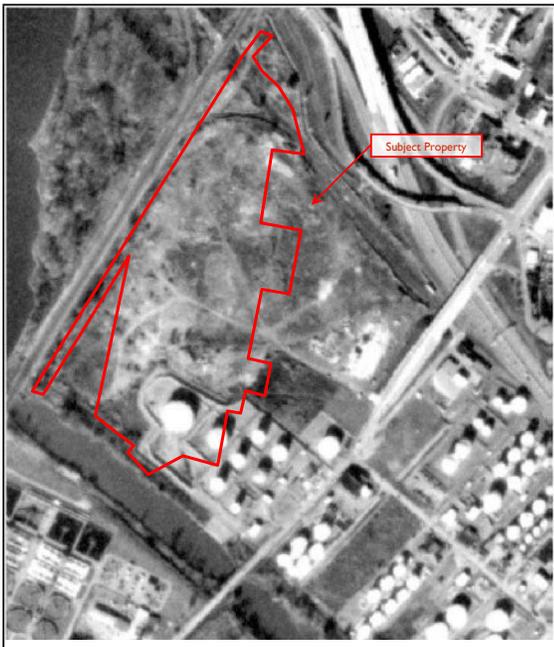
EBI Consulting



Aerial Photograph
Year: 1978



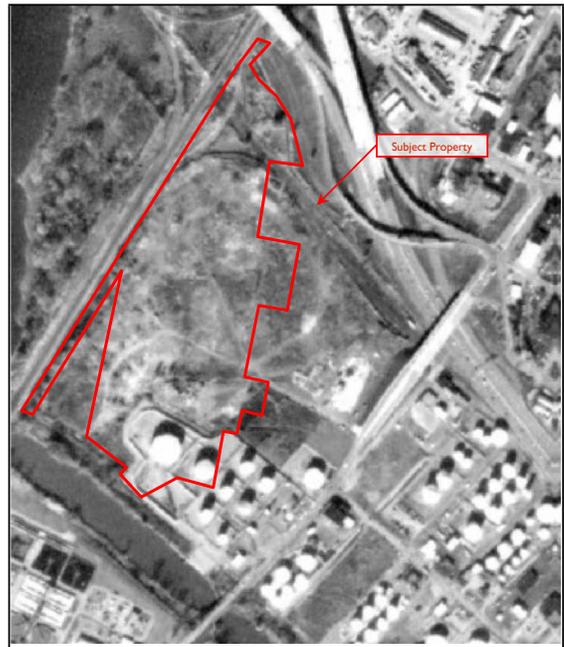
EBI Consulting



Aerial Photograph
Year: 1988



EBI Consulting



Aerial Photograph
Year: 1988



EBI Consulting



Aerial Photograph
Year: 1995



EBI Consulting



Aerial Photograph
Year: 2006



EBI Consulting



Aerial Photograph
Year: 2008



EBI Consulting



Aerial Photograph
Year: 2009



EBI Consulting



Aerial Photograph
Year: 2011



EBI Consulting



Historic USGS Topographic Map
Year: 1895



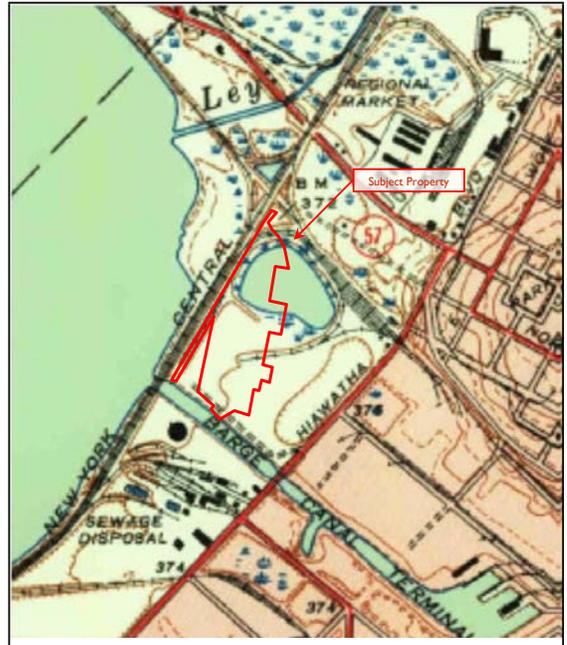
EBI Consulting



Historic USGS Topographic Map
Year: 1898



EBI Consulting



Historic USGS Topographic Map
Year: 1939

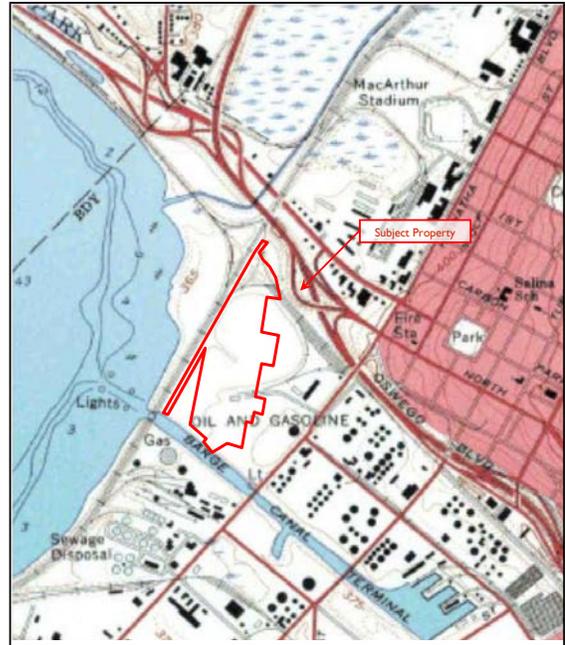


EBI Consulting



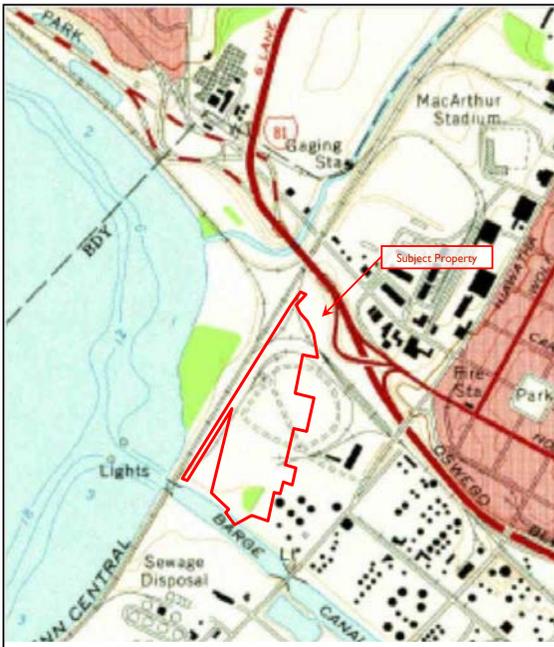
Historic USGS Topographic Map
Year: 1947

EBI Consulting



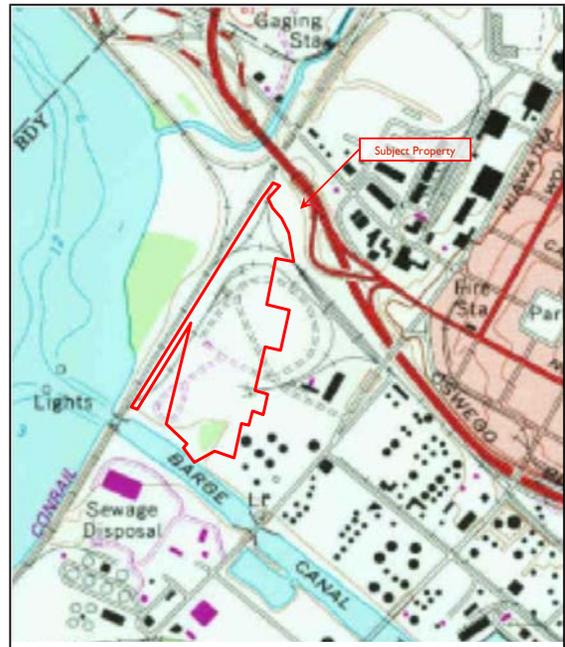
Historic USGS Topographic Map
Year: 1958

EBI Consulting



Historic USGS Topographic Map
Year: 1973

EBI Consulting



Historic USGS Topographic Map
Year: 1978

EBI Consulting



Historic USGS Topographic Map
 Year: 2013



EBI Consulting

Carousel Mall
 9090 Destiny USA Drive
 Syracuse, NY 13290
 Inquiry Number: 4679424.6
 July 22, 2016

The EDR-City Directory Image Report



6 Armstrong Road
 Shelton, CT 06484
 800.352.0050
 www.edrnet.com

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SECTION

- Executive Summary
- Findings
- City Directory Images

Thank you for your business.
 Please contact EDR at 1-800-352-0050
 with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	Target Street	Cross Street	Source
2013	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
2008	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
2003	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
1999	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
1995	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
1992	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information Services
1988	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1983	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1978	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1973	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1968	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1964	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1959	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1953	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1948	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1944	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory
1938	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Polk's City Directory

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FINDINGS

TARGET PROPERTY STREET

9090 Destiny USA Drive
Syracuse, NY 13290

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
DESTINY USA DR		
2013	pg A1	Cole Information Services
2008	-	Cole Information Services
2003	-	Cole Information Services
1999	-	Cole Information Services
1995	-	Cole Information Services
1992	-	Cole Information Services
1988	-	Polk's City Directory
1983	-	Polk's City Directory
1978	-	Polk's City Directory
1973	-	Polk's City Directory
1968	-	Polk's City Directory
1964	-	Polk's City Directory
1959	-	Polk's City Directory
1953	-	Polk's City Directory
1948	-	Polk's City Directory
1944	-	Polk's City Directory
1938	-	Polk's City Directory

City Directory Images

FINDINGS

CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
HIAWATHA BLVD W		
2013	pg A2	Cole Information Services
2008	pg A3	Cole Information Services
2003	pg A4	Cole Information Services
1999	pg A5	Cole Information Services

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
HIAWATHA BLVD WEST		
1995	pg A6	Cole Information Services
1992	pg A7	Cole Information Services
1988	pg A8	Polk's City Directory
1983	pg A9	Polk's City Directory
1978	pg A10	Polk's City Directory
1973	pg A11	Polk's City Directory
1968	pg A12	Polk's City Directory
1964	pg A13	Polk's City Directory
1964	pg A14	Polk's City Directory
1959	pg A15	Polk's City Directory
1959	pg A16	Polk's City Directory
1953	pg A17	Polk's City Directory
1953	pg A18	Polk's City Directory
1948	pg A19	Polk's City Directory
1944	pg A20	Polk's City Directory
1944	pg A21	Polk's City Directory
1938	pg A22	Polk's City Directory
1938	pg A23	Polk's City Directory

<u>TargetStreet</u>	<u>CrossStreet</u>	<u>Source</u>
✓	-	ColeInformationServices

DESTINYUSADR 2013

9090	BAREESCENTUALS BESTBUY CAROUSELCENTER CHARLOTTERUSSE CHICOS CRABTREE&EVELYN FINISHLINE JCREW JILL LIDS MOTHERHOODMATERNITY NEWDEALLC OLDNAVY SEPHORACAROUSELCENTERMALL THEALDOGROUP TRUERELIGIONBRANDJEANS WETSEAL
9266	RONALDTITUS
9272	KHALILDUNAWAY
9284	ANGELISSELMON
9291	JOHNTINSLEY
9294	CATHERINEYOUNG
9302	MICHAELRELIC
9313	MELISSACAIOLA
9324	SANDRAJACKSON
9342	LISAESMITH
9343	ELIZABETHMILLS
9351	ROBERTMACCORMACK
9354	NERISSAHAWKINS
9363	EVELYNARROYO
9394	MATTHEWMALLORY
9404	FOREVERH21
9421	WILLIAMBAKER
9424	TONYIBRAHIM
9436	EDWARDSMYTH
9447	JOSEPHFAVATA
9461	MARYSCHURCH-ST

TargetStreet CrossStreet Source
 ✓
 ColeInformationServices

HIAWATHABLDVW 2013

420	CARDTRONICS
621	NESRENTALS
650	COUNTYOFONONDAGA ONONDAGACOUNTY ONONDAGACOUNTYDEPARTMENTOFWATER WASTESTREAMENVIRONMENTALINCORPORA
800	ROTHSTEELCORP
835	DUNCANSMARTIALARTSACADEMY SAUNACUSE
843	GMCRISELL&ASSOCSINC
865	CREASERFLOYDQUALITYUSEDCAARSINC
880	ROTHSTEELCORP
884	GOLDENAUTOSALES

TargetStreet CrossStreet Source
 ✓
 ColeInformationServices

HIAWATHABLDVW 2008

301	BIRCHMEYERPAULAUTIONSERVICE
321	WILLIAMSONMASTOREINC
420	HESSCORP
600	NIAGARAMOHAWKPOWERCORP
617	EMKAYCANDLESHOP
621	NATIONALEQUIPMENTSERVICES NESRENTALSINC
650	COUNTYOFONONDAGA ONONDAGACOUNTYDEPTOFWATERENVIRO
685	HESSGASSTATION
721	AUTOHOUSELLC
800	ELROHREALTYCORP ROTHSTEELCORP
843	COLLABORATIVEPEOPLESRESOURCE SELECTOUTSOURCINGSERVICESINC
845	INTELLIGENTDESIGNS
855	BILLDICKINSONSAUTOSERVICE
865	CREASERFLOYDQUALITYUSEDCAARSINC
880	DIAMONDJACKSCDS HIAWATHAVIDEO VCRINC

TargetStreet CrossStreet Source
 ✓
 ColeInformationServices

HIAWATHABLDVW 2003

301	OCCUPANTUNKNOWN
420	OCCUPANTUNKNOWN
621	ALBANYLADDERCO
648	OCCUPANTUNKNOWN MABOGIOVANNIINC RIDLEYELECTRIC
650	DEPTOFDRAINAGE&SANITATION DRAINAGE&SANITATIONDEPT DRNG&SANITNDEPTOFMETRO OCCUPANTUNKNOWN WASTESTREAMENVIRONMENTALINC
685	HESSGASSTATION OCCUPANTUNKNOWN
701	INDOORAIRTECHNOLOGY
721	DOUGLASALONE
723	FRALOPLASTECH FRANCISLOMBARDI STELLINGCO
800	OCCUPANTUNKNOWN ROTHSTEELCORP
835	JEFFREYWELLS WELLSBROTHERSINSTALLATIONS
845	INTELLIGENTDESIGNS KITCHENEXPRESSINC
855	BILLDICKINSONSAUTOSRVC BILLDICKINSONSAUTOMOTIVE OCCUPANTUNKNOWN
865	CREASERFLOYDQUALITYUSEDCAARSINC OCCUPANTUNKNOWN
880	HIAWATHAVIDEO
884	OCCUPANTUNKNOWN HARBORSALES

TargetStreet CrossStreet Source
 ✓
 ColeInformationServices

HIAWATHABLDVW 1999

621	ALBANYLADDERCOMPANYINCORPORATED
650	ENVIRONMENTALENGINEERINGASSOCIATESLLP FALTERCOCONSTRUCTIONCORPORATION
723	KRULFRANCISJ LERENDEZVOUSRESTRNTFRANCAIS LOMBARDIFRANCISTATTORNEY STELLINGTANK SYRACUSETANK&MANUFACTURINGCOMPANYINCORPORATED
800	ELROHREALTYCORPORATION ROTHSTEELCORPORATION
835	UHAULCOMPANY WELLSBROTHERSINSTALLATIONS
843	AUTOMATICDETECTIONSYSTEMSINCORPORATED OWENWSCOMPANYMANUFACTURERSREPS SYRACUSECOMPUTEREXCHANGE
845	KITCHENEXPRESSINCORPORATED SAULSBURYFIREEQUIPTCORPORATION SYRACUSEEQUIPMENTCOMPANY
855	BILLDICKINSONSAUTOSERVICES
865	CREASERFLOYDQUALITYUSEDCAARSINCORPORATED
880	HIAWATHAVIDEO ROTHSTEELCORPORATION

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 ColeInformationServices

HIAWATHABLDVWEST 1995

301	BUCKLEYSOUTHLANDOIL MOHAWKVALLEYOILINC SUNREFINING&MARKETINGCORP
330	RAVE
621	SYRACUSELADDER&SCAFFOLDING
650	ONONDAGACOUNTYOF-DEPTOFDRAINAGE&SANITATION-COMMISSIONER'S
723	ADMIRALTRAVEL LOMBARDI,FRANCIST,ATTY SYRACUSESTANK&MFGGOINC VIPSERVICESLTD
800	EL-ROHREALTYCORP ROTHSTEELCORP-FAXLINE ROTHSTEELCORP-MAINOFFICE&SHREDDER
839	STANDARDELECTRONICSINC,WHOLRADIO
843	AUTOMATICDETECTIONSYSTEMSINC ECONOMYPAVINGCOINC OWENWSCOMFRSREPS REPCOSALESINC SYRACUSETRANSPORTSVCE UPSTATEWHOLFLOALINC
845	ARBY'SFIELDQFC ASSUREDSECURITY DYNAMARKSECURITYCENTERS KITCHENEXPRESSINC MJKEXPRESSINC SYRACUSEFOODEQUIPTCOINC
855	BILLDICKINSONSAUTOSERVICES
865	CREASERFLOYDQUALITYUSEDCARINC
880	BRADY,JACK BRADY,JACK,VCRSERVICE ROTHSTEELCORP-GARAGE
901	STOR-ALL
959	AUTOOCREDITDIVOFCARBONEPONTIACNISSAN CARBONECOLLISIONREPAIRCENTER CARBONEPONTIACNISSANINC-GENERSALES&INFORMATION CARBONEPONTIACNISSANINC-PARTS CARBONEPONTIACNISSANINC-SERVICE CARBONESERVICENTER
1000	ROMANOBUICK/SUBARU/HYUNDAIBODY&COLLISION ROMANOMOTORSLTDCOLLISION&SERVICECENTER
1020	BAUTOREPAIRANDSALES DUKE'SSALES&SERVICEINC SCANDINAVIANAUTO SYRACUSECONTRACTDUPLICATEBRIDGECLUB UPSTATEYOGAINSTITUTE

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TargetStreet CrossStreet Source
 ColeInformationServices

HIAWATHABLDVWEST 1992

301	BUCKLEYSOUTHLANDOILINC MOHAWKVALLEYBUCKLEYSOUTHLANDOILINC SUNREFINING&MARKETINGCO SUNREFINING&MARKETINGCO.OPERATIONS SUNREFINING&MARKETINGCORP
330	AMERICANSTEELECTORS
420	AMERADAHESCORP
621	SYRACUSELADDER&SCAFFOLDING
650	ONONDAGACOUNTYOF-DEPTOFDRAINAGE&SANITATION-COMMISSIONERS
675	AMERADAHESCORP HIAWATHAHESSTATIONINC
723	ADMIRALTRAVEL LOMBARDI,FRANCIST,ATTY SYRACUSESTANK&MFGGOINC VIPSERVICESLTD
800	EL-ROHREALTYCORP ROTHSTEELCORP-FAXLINE ROTHSTEELCORP-MAINOFFICE&SHREDDER
839	STANDARDELECTRONICSINC,WHOLRADIO
843	AUTOMATICDETECTIONSYSTEMSINC CROSSLRINC OWENWSCOMFRSREPS REPCOSALESINC SYRACUSETRANSPORTSVCE UPSTATEWHOLFLOALINC
845	ARBY'SFIELDQFC SYRACUSEFOODEQUIPTCOINC WISEFOODS.SALESQFC
865	CREASERFLOYDQUALITYUSEDCARINC
880	BRADY,WILLIAM ROTHSTEELCORP-GARAGE
901	STOR-ALL
959	CARBONECOLLISIONREPAIRCENTER CARBONEPONTIACNISSANINC-GENERSALES&SVCE CARBONEPONTIACNISSANINC-SERVICE CARBONESERVICENTER
960	MERCEDESBENZ-ROMANOMOTORS&SERVICECENTER REGALBUICK/SUBARU/HYUNDAIBODY&COLLISION
1000	MERCEDESBENZ-ROMANOMOTORS&SERVICECENTER MERCEDESBENZ-ROMANOMTRS
1020	A-METROPOLITAN&SEWERSERVICE DUKE'SSALES&SERVICEINC EMERSONFUELCOINC HMIELBODYREPAIR MIKE'SAUTORECONDITIONING SCANDINAVIANAUTO SIMPLEXSEWERSERVICE SYRACUSECONTRACTDUPLICATEBRIDGECLUB

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TargetStreet CrossStreet Source
 Polk'sCityDirectory

HIAWATHABLDVWEST 1988

1050	Pilotti Louis B Auto Sales used 424-1730	HI
		125
03	HIAWATHA BLVD WEST -FROM 1901 NORTH SALINA TO ERIC BLVD WEST	116
		121
	ZIP CODE 13204	122
	LODI ENDS	125
301	Sun Refining & Marketing Co whol gas & oil 422-1254	128
	Alaskan Oil Co retail gas & oil 471-6496	131
	Parish Lubricants 475-2724	132
320	Marley Harry C Iwyr 472-6293	138
	Marley's (Division Abe Cooper Syracuse Inc) scrap processing 472-6293	141
	Cooper Abe-Syracuse Inc scrap processors 472-6293	142
	SOLAR DR ENDS	145
420	Hess Service Station gas 478-1279	148
	Amerada Hess Corp (Syracuse Terminal Ofc) 472-3316	151
	N Y STATE BARGE CANAL INTERSECTS	152
		161
		162
	VAN RENSSELAER ENDS	162
602	Niagara Mohawk Power Corp gas satellite 474-1511	167
621	Syracuse Ladder & Scaffolding Co Inc 472-7721	168
625	J P W Fabricators Inc 422-6966	172
650	County Metropolitan Syracuse Treatment Plant 425-3142	178
	PULASKI ST ENDS	181
723	Syracuse Tank & Manufacturing Co Inc 476-3181	206
726	Vacant	207
		208

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TargetStreet CrossStreet Source
 Polk'sCityDirectory

HIAWATHABLDVWEST 1983

1050	Foley's Mobil Serv 471-9730	HI
		125
03	HIAWATHA BLVD WEST -FROM 1901 NORTH SALINA TO ERIC BLVD WEST	116
		121
	ZIP CODE 13204	122
	LODI ENDS	125
301	Sun Oil Co Of Pennsylvania 422-1251 Sun Refining & Marketing Inc whol gas & oil 422-1254	128
320	Marley Harry Iwyr 472-6293 Marley's Industries Inc scrap processing 472-6293 Cooper Abe-Syracuse Inc scrap processors 472-6293	138
	SOLAR DR ENDS	142
401	Exxon Co U S A (Syr Terminal) 422-7174	145
420	Hess Service Sta 471-9311 Amerada Hess Corp (Syracuse Terminal Ofc) 472-3316	151
03	N Y STATE BARGE CANAL INTERSECTS	152
		161
		162
	VAN RENSSELAER ENDS	162
602	Niagara Mohawk Power Corp gas satellite 474-1511	167
621	Syracuse Ladder & Scaffolding Co Inc 472-7721	168
625	J P W Fabricators Inc steel fabrication shop 422-6966	172
650	County Metropolitan Syracuse Treatment Plant 425-3142	178
	PULASKI ST ENDS	181
723	Syracuse Tank & Manufacturing Co Inc 476-3181	206

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TargetStreet CrossStreet Source
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Polk'sCityDirectory

HIAWATHABLDWEST 1978

1050 Foley's Mobil Serv 471-9730

32
HIAWATHA BLVD WEST --FROM 1901
NORTH SALINA TO ERIC BLVD WEST

ZIP CODE 13204
LODI ENDS
301 Sun Oil Co Of Pennsylvania 422-1251
320 Vacant
Marley Harry C lwyer 472-6293
Marley's Div Abe Cooper Syracuse Inc ofc
equip 472-6293
Cooper Abe-Syracuse Inc scrap mtl
472-6293

SOLAR ENDS
401 Exxon Co U S A (Syr Terminal) 422-7172
420 Hess Service Sta 471-9311
Amerada Hess Corp (Syracuse Terminal
Ofc) 472-3316
N Y STATE BARGE CANAL
INTERSECTS

33
VAN RENSSELAER ENDS
602 Niagara Mohawk Power Corp (gas plant)
474-1511
621 Syracuse Ladder And Scaffolding Co Inc
472-7721
625 J P W Fabricators Inc steel fabrication
shop 422-6966
650 County Metropolitan Syracuse Treatment
Plant 425-3142
PULASKI ST ENDS
723 Syracuse Tank & Manufacturing Co Inc
476-3181
726 Roth Steel Corp (Mill Project Office)
475-2827
745 Hudson Gas Station 471-9447
752 Cooper-Jarrette Inc trucking 471-1184
800 El-Roh Realty Corp 475-8431
Roth Steel Corp scrap metals 475-8431
830 Vacant
839 Standard Electronics Co whol sup 422-0421
843 Radio Europe electronic repr &
installation 422-7332
844 Jones Motor Inc trucking 422-9263
Vacant

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✓
Polk'sCityDirectory

HIAWATHABLDWEST 1973

1050 Foley's Mobil Serv 471-9994

32
103 HIAWATHA BLVD WEST --FROM 1901
NORTH SALINA TO ERIC BLVD WEST

TH
ZIP CODE 13204
LODI ENDS
301 Sun Oil Co 422-1251
320 Syracuse Surplus Co (Whse) 472-6293
Marley Harry C lwyer 472-6293
Marley's Div Abe Cooper Syracuse Inc ofc
equip 472-6293
Cooper Abe-Syracuse Inc scrap mtl
472-6293

SOLAR ENDS
401 Humble Oil & Refining Co 422-7172
420 Hess Oil & Chem Corp gasoline sta
471-9311
Hess Oil & Chemical Corp (Office)
472-3316
N Y STATE BARGE CANAL
INTERSECTS

bd
33
VAN RENSSELAER ENDS
602 Niagara Mohawk Power Corp (gas plant)
474-1511
pet 650 County Metropolitan Syracuse Treatment
Plant 477-7574
Onondaga County Div Of Drainage & San
477-7575

PULASKI ST ENDS
723 Syracuse Tank & Manufacturing Co Inc
476-3181
726 Altmann Bottling Co Inc beer distr
475-3103
745 Hudson Gas Station 471-9382
752 Penn Van Express Inc 474-7849
800 El-Roh Realty Corp 475-8431
Roth Steel Corp scrap metals 475-8431
830 Papa-Joes Diner 471-9951
839 Standard Electronics Co whol electronic
sup 422-0421
843 Allen's Golf Car Sales & Service 471-9161
Guilford T V Associates Inc sporting goods
471-9161
844 Pacific Intermountain Express Inc
trucking 474-7436
855 West End Truck Repair 471-1760
860 Auto Express Terminal 474-2433
Watrous Motor Express Inc trucking
474-9433

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HIAWATHABLDWEST 1968

32
HIAWATHA BLVD WEST --FROM 1901 NORTH
SALINA SOUTHWEST TO 2000 WEST
FAYETTE

---ZIP CODE 13204
100 HIAWATHA CAR WASH 471-5553
---OSWEGO BLVD ENDS
---LODI ENDS
301 SUN OIL CO 422-1251
---ROUTE 81
---INTERSECTS
320 SYRACUSE SURPLUS CO 472-6293
MARLEY'S (ABE COOPER SYRACUSE
INC) OFC EQUIP 472-6293
LOVARD CORP MATERIAL HANDLING
EQUIP 474-7551
COOPER ABE-SYRACUSE INC SCRAP
MTL GR1-0124

---SOLAR ENDS
401 HUMBLE OIL & REFINING CO
HA2-7172
420 HESS OIL & CHEM CORP GASOLINE
STA 571-9311
HESS OIL & CHEMICAL CORP
(OFFICE) 472-3316
---N Y STATE BARGE CANAL
---INTERSECTS

33
---VAN RENSSELAER ENDS
600 NIAGARA MOHAWK POWER CORP GAS
PLANT GR4-1511
625 ONONDAGA READY MIX DIVISION
ELMIRA TRANSIT MIX INC
GR4-6481
650 METROPOLITAN SYRACUSE TREATMENT
PLANT 477-7574
ONONDAGA COUNTY OF DIV OF
DRAINAGE & SAN 477-7575
---PULASKI ENDS
723 SYRACUSE TANK & MANUFACTURING
CO INC MFG GR1-4131
726 ALTMANN BOTTLING CO INC BEER
DISTR 475-3103
---NYCRR CROSSES
W G S CORP SLS SCH SUPS &

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✓
Polk'sCityDirectory

HIAWATHABLDWEST 1964

32
HIAWATHA BLVD WEST --FROM 1901 NORTH
SALINA SOUTHWEST TO 2000 WEST
FAYETTE

COR HIAWATHA CAR WASH
---OSWEGO BLVD ENDS
---LODI ENDS
301 SUN OIL CO 422-1251
---N Y C R R CROSSES
---OSWEGO BOULEVARD EXPRWY
---INTERSECTS
320 MARLEY HARRY C LWYR GR1-0124
SYRACUSE SUPRLUS CO
MARLEY'S (ABE COOPER SYRACUSE
INC) GR1-0124
LOVARD CORP MATERIAL HANDLING
EQUIP GR1-6991
COOPER ABE - SYRACUSE INC SCRAP
MTL GR1-0124
329 NOCE SUNOCO SERVICE STATION
471-9050
---SOLAR ENDS
401 HUMBLE OIL & REFINING
CO-EASTERN ESSO REGION
HA2-7172

10
11
12
13
14
15
16
17

HARRY GOLD

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TargetStreet CrossStreet Source
 ✓ Polk'sCityDirectory

HIAWATHABLDVWEST 1964

132

420 HESS OIL & CHEM CORP GASOLINE
 STA GR1-9311
 ---N Y STATE BARGE CANAL
 ---INTERSECTS

33

---VAN RENSSELAER ENDS

600 NIAGARA MOHAWK POWER CORP GAS
 PLANT GR4-1511

625 ONONDAGA READY MIX DIVISION
 ELMIRA TRANSIT MIX INC
 GR4-6481

650 METROPOLITAN SYRACUSE TREATMENT
 PLANT GR2-6203

---PULASKI ENDS

723 SYRACUSE TANK & MANUFACTURING
 CO INC MFG GR1-4131
 LOMBARDI TARKY JR LWYR GR1-4131

726 ALTMANN BOTTLING CO INC BEER
 DISTR 475-3103

745 EMPIRE GAS STATION 471-9382

---STATE FAIR BLVD INTERSECTS

752 BUSH VAN EXPRESS INC GR4-7300

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TargetStreet CrossStreet Source
 ✓ Polk'sCityDirectory

HIAWATHABLDVWEST 1959

224 Sneyly Naupf r i 0112-1000

32

*WEST HIAWATHA BOULEVARD— From
 1901 N Salina southwest to 2000 W
 Fayette, wds 2, 7, Map J 5, G 7, Zone 8
 to 107, Zone 4 to end
 Wolf bus to beginning, W Solvay bus to end
 Oswego blvd ends
 Lodi st ends

301 Sun Oil Co The ΔHA2-0296
 NYCRR crosses
 Oswego blvd Expressway
 crosses

320 Marley's Syracuse Surplus Co
 ΔGR1-0124
 Cooper Abe Syracuse Inc scrap metal
 ΔGR1-0124
 Marley Harry C lwyr ΔGR1-0124
 Marley's Divisions ΔGR1-0124

329 Vacant

351 No Return

Solar st ends

401 Esso Standard Oil Co ΔHA2-7172

4679424.6Page:A15

TargetStreet CrossStreet Source
 ✓ Polk'sCityDirectory

HIAWATHABLDVWEST 1959

WEST HIAWATHA BLVD—Contd

N Y State Barge Canal crosses 33

VanRensselaer st ends

000 Niagara Mohawk Power Corp gas
 plant ΔGR4-1511

600 Bongiovanni M A Inc ΔGR1-6402

625 Consumer Ready Mix Inc
 ΔGR4-6481

Pulawski ends

628 Onondaga County Public Works
 Comn ΔHA2-5913

Syracuse Lighting Co garage

650 Winkelman D W Co Inc ΔGR1-7139

723 Syracuse Tank and Mfg Co Inc
 ΔGR1-4131

Lombardi Tarky jr lwyr ΔGR1-4131

726 Reiner John & Co Inc agricultural
 and ind equip whol ΔGR4-5741

State Fair blvd crosses

752 DeLuxe Motor Lines genl trucking
 ΔGR4-8761

Hiawatha Truck Transport Terminal

800 National Carloading Corp ΔGR4-1056

Vogel John Inc trucking ΔGR4-2980

830 Rick & Paul's Diner ΔGR1-9951

839 Roberts & O'Brien Inc electronic
 sups ΔHA2-0421

4679424.6Page:A16

TargetStreet CrossStreet Source
 ✓ Polk'sCityDirectory

HIAWATHABLDVWEST 1953

2

*WEST HIAWATHA BLVD fr
 1901 N Salina southwest to 2000
 W Fayette wds 2, 7, Map J 5, G
 7, Zone 8 to 107, Zone 3 to end
 Wolf bus to beginning, W Sol-
 vay bus to end

100 ΔLakeview Produce Co

101 Vacant

102 ΔHiawatha Auto Sales Co
 used cars

103 ΔProvo Bros Inc shop

105 ΔMiller Wm J

107 ΔSyracuse Surplus Co Inc
 machinery and tools
 C & H Marro Co Inc
 ΔCooper Abe-Syracuse Inc
 scrap iron and metals
 ΔCooper Abe junk
 Marley's mill supplies

110 Vacant store

Oswego blvd ends
 Lodi st ends

301 ΔSun Oil Co The

329 ΔLizzi Michl A gas sta

Solar st ends

4679424.6Page:A17

HIAWATHABLDWEST 1953

401	△Esso Standard Oil Co Barge canal crosses	1:
	VanRensselaer st ends	1:
000	△Niagara Mohawk Power Corp gas plant	
000	△Cobwell Reduction Co Inc fertilizers	1-
000	△Syracuse City of Bureau of Garbage	1-
	△Sewage Disposal Plant	
	Pulawski st ends	4-
	△Syracuse City of—Bureau of Ashes	w
	Spencer st ends	11
	State Fair blvd crosses	11
000	Niagara Mohawk Power Corp garage	rm
726	△Reiner John & Co agricultural and ind equip whol distrs	
752	△Boyce Motor Lines Inc Hiawatha Truck Transport Terminal	
800	△Pocono Freight Lines Div Niagara Motor Express Inc	
	△Cortland Fast Freight Inc	
	△Korten H J Inc truckers	
	△National Carloading Corp	
	△Southern Tier Div Niagara Motor Express	
830	△Harvey's Drive Inn Diner	
844	△Inland Express Inc	
860	△Shirks Motor Express Corp	
880	△Stibbs Transportation Lines Inc	
848	△D'Agata Dominick gas sta	

32

HIAWATHABLDWEST 1948

212	△Arnold Floyd D contr h	⊙
*WEST HIAWATHA BLVD fr 1901 N Salina southwest to 2000 W Fayette wds 2, 7 Map J 5, G 7. Zone 8 to 107. Zone 4 to end Wolf bus to beginning, W Solway bus to end		
101	△Ahern John T gas sta	
102	Vacant	
103	△Provo Bros Inc shop	
105	Miller Wm J	
107	△Syracuse Surplus Co Inc machinery and tools	
	△Cooper Abe junk	
108	Vacant	
110	International Milling Co storage	
	Oswego blvd ends	
	Lodi st ends	
301	△Sun Oil Co The	
319	△Lizzi & Greco gas sta	
	Solar st ends	6th
401	△Standard Oil Co of New Jersey	rm
	Barge canal crosses	
000	Central New York Power Corp	
	VanRensselaer st ends	
000	△Cobwell Reduction Co Inc fertilizers	
rear	△Syracuse City of Bureau of Sewage Disposal Plant	
	Pulawski st ends	
000	Central New York Power Corp garage	
	Spencer st ends	
	State Fair blvd crosses	
WEST HIGH TERRACE (Geddes) from W Genesee at Westcott		

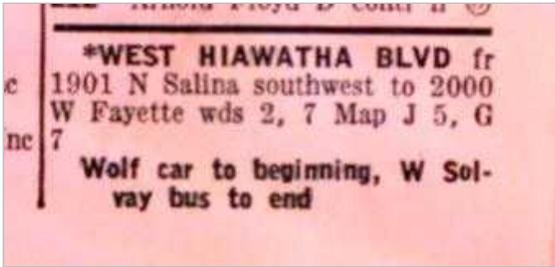
HIAWATHABLDWEST 1944

212	Arnold Floyd D contr h	⊙
*WEST HIAWATHA BLVD fr 1901 N Salina southwest to 2000 W Fayette wds 2, 7 Map J 5, G 7		
Wolf bus to beginning, W Solway bus to end		
101	Ahern John gas sta	
102	Vacant	
103	Provo Bros Inc shop	
105	Miller Wm J	
	Oswego blvd ends	6th
	Lodi st ends	rm6
107	Syracuse Surplus Co Inc machinery and tools	
	Cooper Abe junk	
108	Vacant	
110	Fellows C H flour and feed	
	International Milling Co flour and feed	" 6
301	Sun Oil Company The	
319	Vacant	" 7
	Solar st ends	
401	Colonial Beacon Oil Co Inc	
	Barge Canal crosses	

HIAWATHABLDWEST 1944

ins	000	VanRensselaer st ends	(E
	000	Cobwell Reduction Co Inc fertilizers	
rear		Syracuse City of Bureau of Sewage Disposal Plant	"
		Pulawski st ends	"
000		Central New York Power Corp garage	"
		Spencer st ends	"
		West Shore R R crosses	"
000		Vacant	"
		State Fair blvd crosses	"
WEST HIGH TERRACE (Geddes) from W Genesee at Westcott			

TargetStreet: CrossStreet: Source: Polk'sCityDirectory
 HIAWATHABLDWEST 1938



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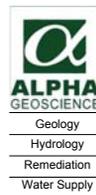
TargetStreet: CrossStreet: Source: Polk'sCityDirectory
 HIAWATHABLDWEST 1938



4679424.6Page:A23

APPENDIX G
 PORTIONS OF PREVIOUS REPORTS

DRAFT



Geology
 Hydrology
 Remediation
 Water Supply

November 14, 2006

Mr. Robert Utter
 Carousel Center Company, LP
 The Clinton Exchange
 4 Clinton Square
 Syracuse, New York 13202-1078

Re: Phase I Environmental Site Assessment Report
 Carousel Center, Syracuse, New York

Dear Mr. Utter:

Enclosed are three (3) copies of the Phase I Environmental Site Assessment (ESA) report for Carousel Center, Syracuse, New York, dated November 14, 2006.

This report has been prepared for the benefit and use of, and may be relied upon by, Citigroup Global Markets Inc., Lehman Brothers, Inc., Nixon Peabody LLP, and Carousel Center Company, LP for the sole purpose of evaluating the potential environmental conditions associated with the Carousel Center located at 9090 Carousel Center, Syracuse, New York, within the limitations stated in the report. This report is based on the guidelines established by the American Society for Testing Materials (ASTM) designations E1527-05 for conducting a Phase I ESA.

If you have any questions regarding the report, please feel free to contact me.

Sincerely,
 Alpha Geoscience

Thomas M. Johnson
 Vice President

TMJ/bms

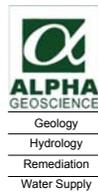
Z:\projects\2005\05121-05140\05136 - Aug 2005 Carousel ESA\Letters\01-09-06 transmittal letter.doc

**PHASE I
ENVIRONMENTAL SITE ASSESSMENT
OF
CAROUSEL CENTER
SYRACUSE, NEW YORK**

Prepared for:

**Pyramid Company of Onondaga
Syracuse, New York**

November 14, 2006



**Phase I
Environmental Site Assessment
of
Carousel Center
Syracuse, New York**

Prepared for:

**Carousel Center Company, LP
9090 Carousel Center
Syracuse, New York 13290**

Prepared by:

**Alpha Geoscience
679 Plank Road
Clifton Park, New York 12065**

November 14, 2006



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- Figure 1: Site Plan
- Figure 2: Location of Remedial Systems and Wells
- Figure 3: Ground Water Flow Map

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- Appendix A: Selected Site Photographs
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- Appendix C: Environmental First Search Report
- Appendix D: Clark Property Reclassification Letter
- Appendix E: Historical Maps and Aerial Photos
- Appendix F: Resume of Environmental Professional

EXECUTIVE SUMMARY

Alpha Geoscience (Alpha) performed a Phase I Environmental Site Assessment (ESA) of the property and building located at 9090 Carousel Center Drive in the City of Syracuse, Onondaga County, New York (the "Project Site", Figure 1) at the request of Pyramid Company of Onondaga. The purpose of this assessment was to identify recognized environmental conditions in connection with the subject property. The activities performed by Alpha were based on the guidelines established by the American Society for Testing Materials (ASTM) designation E1527-05 for conducting a Phase I ESA. The scope of this Phase I ESA consisted of the following:

- Records review of State and Federal Environmental database information,
- Site reconnaissance,
- Interview knowledgeable parties and,
- Preparation of this Phase I ESA report.

The Project Site was formerly comprised of multiple properties at which previously existing recognized environmental conditions were present before extensive investigation was performed and remedial measures were implemented. The only previously existing recognized environmental conditions identified by the previous investigations were solvent-impacted soil and ground water at the former Clark property and petroleum-impacted soil and ground water at the former Hess Terminal. Remedial measures were implemented to address each of these previously existing recognized environmental conditions with the approval of the NYSDEC. These remedial measures now consist only of continued operation, maintenance and monitoring and are defined as "historical recognized environmental conditions".

The historical recognized environmental conditions include the operation, maintenance and monitoring of the Clark containment structure and the components of the Hess remediation system. The Clark containment system and the Hess Terminal remedial systems are the responsibility of Pyramid Company of Onondaga. These systems exist beneath existing roads and parking areas and are operated and maintained consistent with mall operations.

The Clark containment system and the Hess remedial systems are located outside of the footprint, and downgradient from, the mall building. There are no known identified migration pathways for contaminants to enter the mall building, and therefore no known exposure to the occupants that could result in health risks. The Clark containment system and the Hess remedial systems were designed and implemented specifically to prevent offsite migration and eliminate exposure pathways. In any event, there are no known human receptors downgradient of the Project site.

It is Alpha's opinion that the historical recognized environmental conditions have been adequately addressed through implementation of existing state-approved remedial systems described in this report and that no further investigation of the historical recognized environmental conditions is warranted.

Alpha Geoscience Project No. 06129	Page i	Phase I ESA Pyramid Company of Onondaga
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Recognized environmental conditions identified during this assessment at other properties are not expected to adversely impact the Project site due to either the distance from the Project site, or the location of those properties in areas that are hydrologically separate from the Project Site.

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1.0 INTRODUCTION

Alpha Geoscience (Alpha) performed a Phase I Environmental Site Assessment (ESA) of the property and building located at 9090 Carousel Center Drive in the City of Syracuse, Onondaga County, New York (the "Project Site", Figure 1) at the request of Pyramid Company of Onondaga. The purpose of this assessment was to identify recognized environmental conditions in connection with the subject property. The activities performed by Alpha were based on the guidelines established by the American Society for Testing Materials (ASTM) designation E1527-05 for conducting a Phase I ESA. The scope of this Phase I ESA consisted of the following:

- Records review of State and Federal Environmental database information,
- Site reconnaissance,
- Interview knowledgeable parties and,
- Preparation of this Phase I ESA report.

Mr. Thomas M. Johnson is an environmental professional at Alpha Geoscience who has been involved with the environmental matters of the Carousel Center and its predecessor properties since 1988. Mr. Johnson was directly involved in investigations and remedial activities which have occurred at the Project. He also prepared many of the reports relating to the Project site including, but not limited to, separate Phase I Environmental Assessment Reports prepared in April 1995, June 2000, February 2002, October 2002, November 2004 (as supplemented in July and September 2005), and October 2005. These reports incorporated the results of prior investigations and remedial activities and are referred to herein as "the 1995 ESA", "the 2000 ESA", "the February 2002 ESA", "the October 2002 ESA", the "November 2004 ESA", and the "October 2005 ESA", respectively. This base of knowledge was used in conducting this Phase I ESA. Copies of the 1995 ESA, the 2000 ESA, the February 2002 ESA, the October 2002 ESA, the November 2004 ESA, and the October 2005 ESA can be provided upon request.

This Phase I ESA uses the environmental activities and efforts which have previously occurred at the Project site as the baseline for this assessment. The tasks performed during this assessment focused on obtaining, reviewing and presenting information that has become available since preparation of the October 2005 ESA. The site conditions, and conditions in the immediate vicinity of the site, remain essentially unchanged since the October 2005 ESA and the date this report was issued. The objective of this report is to identify recognized environmental conditions that may have developed at the Project site since preparation of the October 2005 ESA.

2.0 GENERAL SITE DESCRIPTION

Carousel Center is a super regional enclosed shopping center in Syracuse, New York (Project). The Project consists of +1.5 million square feet of gross leasable area on a +78-acre site on the southern shores of Onondaga Lake in the City of Syracuse, County of Onondaga, New York. It is generally bounded by Interstate Route 81/Southbound Frontage Road, Onondaga Lake, Hiawatha Boulevard West, and lands of New York State along the New York State Barge Canal (see Figure 1).

Alpha Geoscience Project No. 06129	Page 1	Phase I ESA Pyramid Company of Onondaga
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The Project contains approximately 180 leasable retail units, a Food Court, a movie theater complex, a skydeck, community banquet rooms, and a variety of department store anchors. The department store anchors currently include JC Penney, Macy's, Lord & Taylor, Best Buy, The Bon-Ton, and H&M. Parking for the shopping center is provided by parking lots around and beneath the building, and an above ground parking deck west of the Macy's anchor store (Figure 1).

Site observations and interviews were performed on October 10, 2006 by Thomas M. Johnson, Hydrogeologist and Vice President for Alpha Geoscience. Mr. Johnson has more than 27 years of related environmental experience and has been involved with environmental matters at the Project site since 1988. The site appears essentially unchanged since Alpha prepared the October 2005 ESA, with the exception that the leachate holding tank at the water treatment plant has been upgraded.

Onondaga Lake and railroad tracks lie to the north and west of the Project site. A small, local railway commuter service is provided to the Project through a sidetrack and passenger loading/unloading platform adjacent to the Project site's western boundary. The NYS Barge Canal lies directly to the south of the Project site. The Onondaga County Metropolitan Sewage Treatment Plant lies on the opposite side of the NYS Barge Canal from the Project site. A gasoline station owned and operated by Amerada Hess Corporation lies adjacent to (southeast of) the Project site along West Hiawatha Boulevard.

Interstate Route 81, a major interstate highway consisting of at least six travel lanes, and the I-81 Southbound Frontage Road, border the Project site to the east and north. On the opposite side (northeast) of Interstate Route 81 are various commercial and/or industrial uses such as a restaurant, car sales, the Central New York Regional Market (Farmer's Market), and other commercial establishments. Properties located on the opposite side (south) of West Hiawatha Boulevard formerly included petroleum bulk storage and terminal facilities owned and operated by the major oil companies, such as Mobil, Sunoco/Atlantic Coastal, and Citgo. Remedial actions have been undertaken at these properties by the owners under the direction of the New York State Department of Environmental Conservation (NYSDEC).

There are two remedial systems located on the subject Property associated with historical recognized environmental conditions. They are generally referred to as the Clark containment structure, and the Hess remediation system and their locations are identified in Figure 2.

The Clark containment system (NYSDEC Inactive Hazardous Waste Site Registry Site No. 734048) is an engineered structure constructed under the oversight and with the approval of the NYSDEC. The history and purpose of the containment structure are presented in Section 3.0. The structure is subjected to periodic monitoring and collection of leachate. There are no deed restrictions or institutional controls arising from, or relating to the remedial systems associated with the Clark property. The Hess remediation system consists of a recovery trench and well downgradient of the former Hess Tank Terminal constructed under the oversight and with the approval of the NYSDEC. Groundwater is collected and treated using dual granular activated carbon canisters prior to discharge to the New York State Barge Canal. The Hess Remediation System also includes an approved soil bioremediation area. The purpose and history of the former Hess remediation systems

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are described in Section 3.0. Both of these remediation systems are located under the shopping center parking lots

2.1 Site Topography/Regional Geology and Hydrogeology

The Project site is located in the Erie-Ontario Lowland physiographic province. The bedrock underlying the area is shale of the Vernon Formation which is overlain by soil of glacial origin. The site overlies a buried bedrock valley and the depth to bedrock ranges from approximately 100 to 225 feet. The natural soil in the area of the Project site consists of a layer of sand and gravel immediately above the bedrock and low permeability silt and clay overlying a thick sequence of very low permeability glaciolacustrine clay. Overlying the natural soil at the Project site is man-emplaced fill which was reworked and graded during construction of the existing shopping center. Portions of the Project site are sloped to promote drainage of the surrounding parking areas.

Ground water flow in the vicinity of the Project site is generally toward the New York State Barge Canal and Onondaga Lake. The depth to groundwater is approximately 9 to 12 feet, based on measurements in existing or previously existing wells. Ground water migration through the natural low permeability soil is very slow. Ground water flow in areas north of the Project site is generally west toward Onondaga Lake. Ground water flow in areas east and southeast of the Project site, including the former petroleum storage facilities located southeast of Carousel Center, is generally south to southwest toward the Barge Canal. These former petroleum storage facilities are not upgradient of Carousel Center.

Areas to the northeast are potentially upgradient from the Project site; however, a slurry wall around the entire mall building (except Lord and Taylor) diverts ground water around the mall. A map showing the approximate direction of ground water flow at the Project site and surrounding properties is shown on Figure 3. The slurry wall was constructed to control ground water levels around the mall foundation for design purposes. The topography of the Project site and surrounding areas is presented in historic maps, as described in Section 5.3.

3.0 SITE HISTORY

Mr. Thomas Johnson has been personally involved in the investigations, agency negotiations, remediation, and monitoring of the Project site since approximately 1988 when he was employed at Dunn Geoscience (Dunn). Mr. Johnson directly participated in investigation of the properties that were incorporated into the Project site. The investigations included research of the history of the properties and extensive sampling and analysis of soil, sediment, surface water and ground water to evaluate environmental conditions. The history of the various properties were researched by Dunn using standard sources of historical information available in various public and university libraries including, but not necessarily limited to, historical text books, newspaper articles, topographic maps, tax maps, and aerial photographs. The following site history is summarized from a July 1988 report by Dunn Geoscience entitled Hydrogeologic Conditions at the Marley Property.

Alpha Geoscience Project No. 06129 Page 3 Phase I ESA Pyramid Company of Onondaga

New York State Barge Canal pursuant to an Agreement with NYSDEC. The impacted soil at the former Hess Terminal is addressed by insitu bioremediation.

Based on these investigations, remedial measures and long term operation, maintenance and monitoring have been successfully implemented as part of development of the project to address the historical recognized environmental conditions. The remedial measures and on-going maintenance and monitoring at the Project site include the components that comprise the Clark containment system and the Hess Terminal remediation system. Legal agreements between the owner/operators and the NYSDEC were executed for the implementation, operation, and maintenance and monitoring of these systems. The Clark containment system and the former Hess Terminal remedial systems are the responsibility of Pyramid Company of Onondaga. These systems exist beneath existing roads and parking areas and are operated and maintained consistent with mall operations. Remediation, maintenance and monitoring associated with these systems will continue until such time as approval is received from the NYSDEC to discontinue such activities.

The Clark containment system and the Hess remedial systems are located outside the footprint of, and downgradient from, the mall building. There are no known identified migration pathways for contaminants to enter the mall building, and therefore no known exposure to the occupants that could result in health risks. The Clark containment system and the Hess remedial systems were designed and implemented specifically to prevent offsite migration and eliminate exposure pathways. In any event, there are no known human receptors downgradient of the Project site.

Separate Phase I Environmental Assessment Reports were previously prepared in April 1995, June 2000, February 2002, October 2002, November 2004 (as supplemented in July and September 2005), and October 2005. These reports incorporated the results of prior investigations and remedial activities.

4.0 USER-PROVIDED INFORMATION

ASTM 1527-05 requires that the user of the Phase I ESA provide certain information in order to qualify for one or more landowner liability protections offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001. The information to be provided by the user is as follows:

1. Environmental cleanup liens that are filed or recorded against the site.
2. Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry.
3. Specialized knowledge or experience of the person seeking to qualify for the LLP
4. Relationship of the purchase price to the fair market value of the property if it were not contaminated.

Alpha Geoscience Project No. 06129 Page 5 Phase I ESA Pyramid Company of Onondaga

The Project site was originally a salt marsh. The land was used for commercial production of salt through approximately 1910. In the early 1900's the Project site began to be used for the disposal of inert fill material such as construction debris. According to historical maps, the Allied Corporation placed Solvay Process Company byproducts (calcium carbonate, calcium chloride, and calcium oxide) on the Project site from 1907 to 1910, and from 1924 to 1930. Mixed fill was subsequently placed at the site to raise the grade to near current elevation. Petroleum bulk storage tanks were present on a portion of the property known as the Buckeye parcel from 1930 to the late 1980's and on the former Hess parcel from the mid-1960's to the late 1980's. A large portion of the Project site was formerly occupied by the Marley scrap metal business beginning in the 1930's. The scrap metal recovery business continued to operate until 1988 when it relocated in conjunction with redevelopment of the property for the Carousel Center. A small portion of the Project site was occupied by a concrete batching facility owned and operated by the Clark Concrete Company (Clark property). A strip of land adjacent to Onondaga Lake that was incorporated into the Project site was formerly occupied by railroad tracks used most recently by Conrail.

3.1 Previous Assessments, Investigations and Remedial Activities

The Project site is located in a commercial/ former industrial area. Extensive environmental investigations were completed for each of the parcels comprising the Project site in connection with initial development of the project. These investigations included detailed historical background searches of past land use, public record reviews, on-site inspections and soil and ground water analyses. The investigation of the former Marley, Clark, Buckeye, Conrail, and Hess Terminal properties included collection and analysis of surface soil, sediment, subsurface soil, surface water and ground water. Additionally, an electromagnetic survey was conducted on the former Clark property; however no buried metallic objects were found. The only recognized environmental conditions identified by the investigations were solvent-impacted soil and ground water at the Clark property and petroleum-impacted soil and ground water at the former Hess Terminal. Remedial measures were implemented to address each of these recognized environmental conditions with the approval of the NYSDEC. These remedial measures remain in place and now consist only of continued operation, maintenance and monitoring, as described below.

The impacted soil and groundwater at the former Clark property were excavated and pumped, respectively, during construction of the existing mall. Impacted soil was placed in the containment structure and impacted water was treated and discharged to the New York State Barge Canal. The containment structure is an engineered landfill with double 60 mil high density polyethylene (HDPE) liners, a 60 mil HDPE cover, and separate leachate collection and leak detection systems. Leachate is periodically pumped out of the collection sumps to a storage tank until it is removed by a licensed waste hauler to a licensed disposal facility. These remedial measures were performed under the direction of, and with the approval of the NYSDEC.

The primary environmental concern identified at the former Hess Terminal was petroleum-impacted soil and ground water. The impacted ground water at the former Hess Terminal is addressed by a ground water collection system consisting of a single recovery well and a ground water collection trench. The ground water is treated through dual activated carbon canisters and discharged to the

Alpha Geoscience Project No. 06129 Page 4 Phase I ESA Pyramid Company of Onondaga

5. Commonly known or reasonably ascertainable information about the property.
6. The degree of obviousness of the presence of likely presence of contamination at the property and the ability to detect the contamination by appropriate investigation.

The information provided to Alpha by Carousel Center Company, L.P. with respect to each of the above items is reiterated or summarized as follows:

1. The owner is unaware of any environmental clean-up liens against the property that are filed or recorded under federal, tribal, state or local law.
2. The owner is unaware of any land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law. The users response includes a brief description of engineering controls at the site that are described in greater detail elsewhere in this report.
3. The owners of the property have no direct knowledge or experience related to the prior businesses operated on the site (i.e. junkyard, concrete batch plant and other ancillary industrial uses). Historical land uses and investigations conducted at the Project site are described in section 3.0 of this report.
4. Item No. 4 is not applicable because the property is not presently the subject of a sale.
5. The user provided a brief description of past land use and other information pertaining to item No. 5. Alpha's knowledge of the Project site and its history, and the information provided throughout this report, is more extensive than that provided by the user due to the long term involvement of Mr. Thomas Johnson with the site, as described in sections 1.0 and 13.0.
6. The user responded that there are no obvious indicators that point to the presence or likely presence of contamination at the property following sixteen years of operation as a regional shopping center. This response is consistent with the observations made during the site reconnaissance.

5.0 SITE RECONNAISSANCE AND INTERVIEWS

Mr. Thomas M. Johnson of Alpha Geoscience examined the site conditions and conducted interviews with the key site manager on October 10, 2006. As described in Section 2.0, Mr. Johnson has personally participated in the environmental matters relating to Carousel Center. The examination consisted of a review of the existing mall and supporting facilities and structures, and the surrounding parking areas. Individual tenant spaces were not examined nor were tenant representatives interviewed based on information provided by the key site manager and observations by Mr. Johnson that the tenant operations likely do not indicate recognized environmental conditions in connection with the Project site. Photographs were taken of relevant features or structures during the site reconnaissance and are presented in Appendix A.

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5.1 Interview of Knowledgeable Parties

Alpha personnel conducted an interview with the key site manager, Mr. Robert Schoeneck, General Manager, during the site reconnaissance conducted on October 10, 2006. The environmental conditions at the Project site are essentially unchanged from those reported in the October 2005 ESA, based on the interview with Mr. Schoeneck, and observations by Alpha during the site reconnaissance. The information provided in the following sections is a compilation of information from existing reports, Alpha's historical knowledge of site conditions, the interview with Mr. Schoeneck and Alpha's observations.

5.2 Freedom of Information Requests

A Freedom of Information Law (FOIL) request was filed with the Onondaga County Department of Health (OCDOH) for information regarding incidents that may suggest potential environmental impacts at the Site between October 2005 and October 2006. The OCDOH has responded that there are no records indicating environmental or health-related issues on file.

A FOIL request was also filed with the Syracuse Fire Department via the Syracuse Office of the Corporation Counsel (SOCC) for information regarding emergency responses that might indicate potential environmental impacts between October 2005 and October 2006. The SOCC has responded that it is reviewing its files for any relevant information. Alpha will forward any information received from SOCC that indicates potential concerns regarding adverse environmental conditions. Copies of the FOIL requests and responses are included in Appendix B.

5.3 Fuel Oil, Tanks and Hazardous Materials Storage

No underground storage tanks were identified on the Project site. Aboveground tanks on the Project site include those which are used to temporarily store ground water as part of the mall foundation maintenance prior to treatment and discharge in accordance with the site State Pollution Discharge Elimination System (SPDES) permit (No. NY-0232386). A series of three (3) plastic tanks adjacent to the water treatment system are used for temporary storage of ground water before treatment.

There also is a single tank used to store leachate collected from the containment structure located on the Project site. This tank has been upgraded for maintenance purposed since the October 2005 ESA. An aboveground propane tank present at the water treatment system is not considered a recognized environmental condition because the volatility of propane precludes its infiltration into the subsurface. A single, 275 gallon, above ground storage tank containing diesel fuel is present in a maintenance room in the mall to fuel an emergency generator. A concrete floor and concrete containment walls are present beneath the tank. No leakage or spills were observed beneath the tank.

5.6 Stressed Vegetation

No stressed vegetation was observed on the Project site. Vegetation occurs primarily in landscaped dividers within parking lot areas, along the periphery, or on immediately adjacent parcels of unpaved land.

5.7 Stained Soil and Surfaces

No stained soils or surfaces were observed other than isolated oil spots from automobiles which occur on the surface of the parking areas. These are not considered a recognized environmental condition.

5.8 Chemical Odors

No chemical odors were noted at the Project site.

5.9 Adjacent Land Use

The New York State Barge Canal is directly south of the Project site. The Onondaga County Metropolitan Sewage Treatment Plant is directly south of the Barge Canal. Properties southeast of West Hiawatha Boulevard are currently empty lots. Petroleum Bulk Storage facilities were formerly present in this area. The northeast side of the Project site is bounded by Interstate 81. Various commercial and/or industrial properties lie further north of Interstate 81. The west side of the Project site is bounded by Onondaga Lake and railroad tracks. A gasoline station owned and operated by Amerada Hess Corporation lies adjacent to the southeast corner of the Project site along West Hiawatha Boulevard.

5.10 Existing Wells

The Project site is served by public water. There are no water supply wells on the site. There are fifteen other wells on the site. Their locations are shown on Figure 2. The purpose of the on-going monitoring is to monitor ground water quality in the vicinity of the containment structure and the Hess remedial systems. The locations of the monitoring wells were approved by the NYSDEC and the wells were installed under NYSDEC oversight. The NYSDEC has not required investigation or remediation, based on the results of the on-going monitoring.

Two sets of monitoring wells are present on the Project site under or near paved parking areas near the periphery of the property. One set of five wells is located around the containment structure for monitoring in accordance with a NYSDEC-approved maintenance and monitoring plan. The second

A 3000 gallon capacity, non-stationary, biofuel tank is present adjacent to the water treatment system at the downgradient end of the site. The tank is one-quarter to one-half full and stores a varying mixture of vegetable oil and diesel for use as fuel in diesel equipment (Robert Schoeneck, personal communication). The tank appears new and in good condition and no evidence of spills or stained soil was evident around the tank. On this basis, it is Alpha's opinion that the tank is not an environmental concern.

Hazardous materials observed during the site reconnaissance were limited to paints, related solvents, and flammable liquids (stored in a flammable liquids cabinet) in the mall maintenance room, which has a concrete floor. These materials are not considered a recognized environmental condition, based on the absence of spills or leaks, and the presence of the concrete floor in this area.

Portions of the property owned by Hess and Buckeye were formerly operated as onshore major oil storage facilities ("MOSFs"). The tanks were demolished and removed with oversight and approval by the New York State Department of Environmental Conservation (NYSDEC) in connection with construction of the shopping center. An underground storage tank was also removed from the former Marley property with oversight and approval by the NYSDEC. According to a 1992 Existing Site Conditions Report prepared by Dunn Geoscience Corporation, the Marley UST was a fuel storage tank. There was no visible evidence of petroleum product contamination at the time the tank was removed in July 1988. The report does not state the capacity of the UST.

Alpha interviewed Mr. Robert Schoeneck, Carousel Center General Manager, on October 10, 2006. As General Manager, Mr. Schoeneck is aware of the operations of all tenants and is routinely interviewed regarding environmental matters and conditions of Carousel Center and its tenants. During the interview, Mr. Schoeneck confirmed that no tenants store petroleum or hazardous materials, and that there have been no spills, leaks, or releases since the previous Phase I ESA in October 2005.

5.4 Asbestos Containing Materials

No ACM was identified on the Project site. Because the mall was constructed in 1990, it does not contain ACM. A commercially manufactured fire retardant material used throughout much of the structure consists of CAFCO Blaze-Shield.

5.5 Aged Electrical Transformers and Switchgear

No aged electrical transformers or switchgears were identified on the Project site. Transformers located on the property reportedly do not contain polychlorinated biphenyls (PCBs). Alpha personnel did not observe any evidence of leaks or spillage on the concrete and gravel aprons around the transformers.

set of monitoring wells consists of five wells which are routinely monitored to evaluate ground water quality at the south end of the Project site. These monitoring wells were originally installed on the former Hess petroleum bulk storage facility. A recovery well associated with the former Hess Terminal tank 2108 is present in the parking area west of the shopping center. This well is pumped to remove petroleum-impacted ground water that is treated through activated carbon canisters and discharged to the New York State Barge Canal pursuant to an Agreement with NYSDEC. The control panel for the well was damaged at the time of the site reconnaissance and is scheduled for repair.

The only other wells at the Project site are those used for water level control in association with the shopping center foundation maintenance. There are four groundwater wells used to control groundwater levels around the building foundation. Water from these wells is discharged to the New York State Barge Canal through the water treatment facility, operating pursuant to the site SPDES permit. "SPDES" is an acronym for a "State Pollution Discharge Elimination System" permit issued by the NYSDEC. It is a permit required for discharges into waters of the State.

5.11 Visual Evidence of Improper Waste Disposal

No evidence of improper waste disposal was identified.

5.12 Potable Water and Sanitary Waste Disposal

The Project site is serviced by the City of Syracuse municipal water system. Sanitary wastes are conveyed by the sanitary sewer system to the Onondaga County Metropolitan Sewage Treatment Plant.

5.13 Radon Gas Potential

Average short-term radon levels measured in basements and reported on the New York State Department of Health (NYSDOH) web site for the City of Syracuse are 6.9 pCi/l. According to the NYSDOH, short-term basement measurements typically are two to three times higher than levels measured in living areas. The 6.9 pCi/l level is slightly above the federal continuous exposure level of 4.0 pCi/l. Long-term living area measurements (not provided on the NYSDOH website) would be expected to be below the 4.0 pCi/l level. Regardless of the potential for radon at the Project site, a substantial mall air ventilation system, designed for a minimum air exchange rate of five exchanges per hour for a typical tenant space, would be expected to prevent significant radon accumulation and exposure. Based on the information collected in connection with preparation of this Phase I ESA, radon is not suspected to be a concern at the subject Property.

5.14 Mold

Alpha interviewed Mr. Robert Schoeneck, Carousel Center General Manager, on October 10, 2006. Based on the interview with Mr. Schoeneck, there is no evidence of suspected mold at the facility.

6.0 RECORDS SEARCH AND REVIEW

A computer database search of regulatory and public records was performed on October 19, 2006 using DataMap Technology Corporation's Environmental FirstSearch software. The search was conducted consistent with the requirements of ASTM E 1527. In addition to the searches required for ASTM, the New York State "Spills" database was searched with respect to the Project site and for a distance of one-eighth mile (660 feet) beyond the Project site to include adjacent properties. The search distances used for the database and records are consistent with the ASTM recommendations. The results of the database and records search, entitled Environmental First Search Report, are included as Appendix C. The report includes a detailed description of the records and databases and provides the data currency of each.

Alpha has reviewed extensive reports and conducted subsurface investigations at properties east and southeast of West Hiawatha Boulevard. The information from these investigations indicates that the ground water flow direction in this area is generally south to southwest toward the Barge Canal. Accordingly, sites located east and southeast of West Hiawatha Boulevard do not represent a recognized environmental condition or an environmental concern to the Project site because of the distance from the Project site and because those sites are located in an area that is hydrologically separate from the Project site. Similarly, sites located on the opposite (south) side of the Barge Canal are hydrologically separated from the Project site and do not represent an environmental concern or recognized environmental condition.

The following sections provide a discussion of the results of the search of each of the records and the relevance to the Project site, if any.

6.1 Federal Records

6.1.1 NPL Sites

EPA's National Priorities List (NPL) was reviewed for locations on the Project site, adjoining properties and those within one (1) mile. The NPL is a national list of abandoned or uncontrolled hazardous waste sites which have been scored by EPA according to a hazard ranking system that assesses the health and environmental threat posed by the location. The NPL is used by the EPA to prioritize sites scheduled for cleanup action.

The search of the NPL shows no active sites on the Project site. No other sites are listed on the NPL within a one (1) mile search distance, except for "Onondaga Lake". The Onondaga Lake bottom is

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6.1.4 RCRIS Listings

EPA's Resource Conservation and Recovery Information System (RCRIS) listing identifies those facilities or sites which generate, transport, store, treat and/or dispose of hazardous wastes as defined by the Resource Conservation and Recovery Act (RCRA). Inclusion of a site on the RCRIS listing does not necessarily indicate environmental problems on the site, but rather that the facility is (or was) engaged in one or more of the above hazardous waste handling activities. This system is comprised of the three databases presented immediately below.

6.1.4.1 RCRA Corrects TSD

CORRECTS identifies hazardous waste facilities or handlers with RCRA corrective action activity. The database is identified as RCRA COR on the First Search summary page. The search revealed no listings for the Project site, one listing within the one-eighth mile search distance and one listing within the one-quarter to one-half mile search distance of the Site. The Quanta Resources site is located 0.10 miles southeast of the Project site and the McKesson Envirosystems site is located 0.33 miles southeast of the Project site.

The Quanta Resources site is located on Lodi Street. As described in Section 5.1.2, it is not considered to be a recognized environmental condition or an environmental concern to the Project site based on its distance from the Project site and based on the ground water quality analysis historically reported for the Project site.

The McKesson Envirosystems site, 400 Bear Street, is located in an area which is hydrologically separate from the Project site on the opposite (west) side of the NYS Barge Canal. This site does not represent a recognized environmental condition or an environmental concern to the Project site because of its distance from the Project site and because it is located in an area that is hydrologically separate from the Project site.

6.1.4.2 RCRA non-CORRECTS TSD

This database, identified as RCRA TSD on the First Search summary page, lists sites which transport, treat, store or dispose of hazardous waste, but which do not necessarily have a corrective action activity. There are no RCRA TSD listings for the Project site, one listing within the one-eighth mile search distance and two listings within the one-quarter to one-half mile search distance of the Site. The facility within one-eighth mile is the Quanta Resources site on Lodi Street. As described above (Section 5.1.2), this site does not represent a recognized environmental condition or an environmental concern to the Project site based on its distance from the Project site and based on the ground water quality analysis historically reported for the Project site. The two facilities within the one-quarter to one-half mile search distance are the Texaco USA site and the McKesson Envirosystems site. The McKesson Envirosystems site is not considered a recognized environmental condition or an environmental concern to the Project site as described in Section 5.1.4.1.

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contaminated with mercury and other substances which have been discharged to Onondaga Lake by surrounding industries. The Onondaga Lake bottom is currently under investigation to assess the extent of further action. The lake sediments are specifically listed as comprising the NPL "site". The sediments are physically isolated by the lake water and do not pose a risk to the Project site. Similarly, the lake is a regional point of ground water discharge and is therefore, by definition, downgradient of the Project site. On this basis, the contaminated lake sediments do not pose a threat to the Project site.

6.1.2 CERCLIS Sites

The CERCLIS (Comprehensive Environmental Response Compensation and Liability Information System) is a list of potential hazardous waste sites that EPA is investigating for an existing or threatened release of a hazardous substance. However, EPA advises that the list contains only those sites that have been brought to the attention of EPA, and therefore it cannot claim that the list contains all potential hazardous waste sites that exist.

The CERCLIS list shows no listing for the Project site, one listing within the one-eighth mile search distance of the Project site.

The Quanta Resources site is listed as a former chemical plant which processed waste oil and which also handled caustics and acids. The Quanta Resources site is listed as 0.10 miles southeast of the Project site. Removal actions were reportedly completed in April, 1992, September 1997, April 2000, and September 2000. The Quanta Resources site is not considered to pose an environmental risk to the Project site based on its distance from the Project site, the slurry wall around much of the Project site, and based on the ground water quality analysis historically reported for the Project site. General ground water and surface water flow direction is towards Onondaga Lake and the Barge Canal. Ground water quality analyses demonstrate that ground water entering the [Project] site does not contain chemical constituents above background levels; therefore the [Project] site is not being adversely impacted by upgradient properties.

6.1.3 ERNS Listing

The Emergency Response Notification System (ERNS) Listing is a federal database containing information regarding reported releases of oil and hazardous substances. The ERNS database integrates both initial notification information of releases of oil and hazardous substances and additional follow-up information for those incidents. This database includes all reported releases, and therefore, includes incidents where there was a discharge which was neither a hazardous substance nor a petroleum product. The search for this database is limited to the Project site. The search of the ERNS database revealed no listings for the Project site.

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Review of the database search maps indicates the Texaco USA site, 475 Solar Street, is located in an area which is hydrologically separate from the Project site. Ground water in this area flows to the southwest toward the NYS Barge Canal. This site does not represent a recognized environmental condition or an environmental concern to the Project site because of its distance from the Project site and because the site is located in an area that is hydrologically separate from the Project site.

6.1.4.3 RCRA Generators

This database, identified as RCRA GEN on the First Search summary page, lists sites which generate hazardous waste. The lists indicate whether the facility is a small quantity generator (SQG) or large quantity generator (LQG). One RCRA GEN facilities is identified at the Project site and three listings were identified by the database search within the one-eighth mile search distance.

Review of the database search maps and facility addresses reveals that two of the listed RCRA generator facilities are located adjacent to the Project site, and one has been incorporated into the Project site, as described below. The Amerada Hess Station is located adjacent to the Project site on West Hiawatha Boulevard and is currently in operation. A Hess tank terminal was formerly adjacent to, and associated with, the station. The tank terminal has been dismantled and the property incorporated into the Project site. The tank terminal consisted of seven aboveground petroleum bulk storage tanks that were closed in accordance with, and under the oversight of, the NYSDEC. Wastes generated during demolition of the terminal were properly managed and disposed under the Hess facility RCRA generator permit and the closed facility continues to appear on the federal RCRA generators list. Remedial systems operating at the former Hess terminal are described in Section 3.0.

The Conklin Limited site is the former Clark property which was remediated and incorporated into the Project site. The remediation of the Clark property is described in Section 3.0. Activated carbon from the treatment of groundwater during remediation of the Clark property was disposed offsite under a RCRA generator permit. The property continues to appear on the federal RCRA generators list, although no waste has been generated since the Clark property remediation. The Clark site has been remediated, reclassified by the NYSDEC, and does not represent an environmental concern to the Project site; however, there is associated ongoing maintenance and monitoring. The March 1995 letter from the NYSDEC indicating that the former Clark property has been reclassified from Class 2 to Class 4 is provided in Appendix D. A classification code of 4 is defined as "site properly closed - requires continued management".

The Sunoco Inc. site is located at 301 West Hiawatha Boulevard, 0.03 miles southeast of the Project site. The database listing indicates that no details are available; however, Alpha is familiar with the site and activities that have occurred at the site. Sunoco operated a petroleum bulk storage facility and has conducted extensive remediation at this site. The RCRA GEN listing is likely associated with wastes that have been generated and removed from the site during the remediation activities. The Sunoco site is not up-gradient of the Carousel Center. Groundwater at the Sunoco site flows southwest toward the Barge Canal. As described above in section 5.0, sites located east and

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southeast of West Hiawatha Boulevard do not represent recognized environmental conditions or an environmental concern to the Project site because they are located in an area that is hydrologically separate from the Project site.

The Quanta Resources site is located 0.10 miles southeast of the Project site. Although no details are available from the First Search report regarding the RCRA GEN listing, this site is not considered to be a recognized environmental condition or an environmental concern to the Project site based on its distance from the Project site and based on the ground water quality analysis historically reported for the Project site, as described above in section 5.1.2.

6.2 New York State Records

6.2.1 SHWS Listing

The State Sites listing is essentially equivalent to the Federal CERCLIS listing. The State hazardous waste sites may or may not already be listed on the Federal CERCLIS list. This list indicates sites which have been prioritized for cleanup using state funds and sites where cleanup will be paid for by potentially responsible parties. The search for this list identified the Clark Property, which has been incorporated into the Project site, one site (1) within a one-eighth mile distance, one site (1) within a one-quarter to one-half mile search distance, and five (5) sites within the one-half to one mile search distance. A description for each of the listed sites follows.

As described in Section 3.0, the Clark Property was remediated and incorporated into the Project site and does not represent an environmental concern to the Project site; however there is associated ongoing maintenance and monitoring. The responsible party for the ongoing maintenance and monitoring is Pyramid Company of Onondaga. The site reclassification letter presented in Appendix D confirms that the site has been reclassified from Class 2 to Class 4.

The Quanta Resources Site, as described in section 5.1.2, is not considered to be a recognized environmental condition or an environmental concern to the Project site based on its distance from the Project site and based on the ground water quality analysis historically reported for the Project site. The McKesson site, 400 Bear Street West, is located in an area which is hydrologically separate from the Project site. Ground water at this site will flow to the New York State Barge Canal. The McKesson site does not represent a recognized environmental condition or an environmental concern to the Project site because of its distance from the Project site and because it is located in an area that is hydrologically separate from the Project site.

The Waste Bed B/Harbor Brook Area site (533 and 555 State Fair Boulevard), American Bag and Metal site (400 Spencer Street), Syracuse Fire Training School (312 State Fair Boulevard), the Rotondo Warehouse (West Division Street), and the Lipe-Rollaway Corp (806 Emerson Avenue), are located in an area which is hydrologically separate, and nearly one mile from the Project site. Accordingly, these sites do not represent a recognized environmental condition or an environmental concern to the Project site.

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impacted ground water. The ground water is treated through activated carbon canisters and discharged to the New York State Barge Canal pursuant to an Agreement with NYSDEC.

The Hess gasoline station located along the southeast side of the Project site has two LUST listings, one of which is "closed" and "meets standards" and does not represent recognized environmental conditions or an environmental concern to the Project site, and one of which (spill No. 9501942) is "closed" and "does not meet standards". Ground water flow in this area is southwest toward the Barge Canal and therefore does not flow onto the Project site. Additionally, contamination associated with spill No. 9501942 was addressed by a ground water recovery and treatment system that reportedly continues to operate under oversight by the NYSDEC. It is Alpha's opinion that conditions at the Hess gasoline station do not represent recognized environmental conditions or an environmental concern to the Project site, based on the ground water flow direction and the remedial efforts implemented at the gasoline station.

6.2.4 UST Listing

This list identifies facilities that have contained, or currently contain, either aboveground or underground storage tanks listed in the NYSDEC petroleum bulk storage database. Inclusion of a site in the UST database does not necessarily indicate environmental problems on the site, but rather that the facility had a license to store petroleum in bulk quantities and therefore may have the potential to cause environmental degradation if petroleum is released. A search of this database revealed no listings for the Project site and seven listings at five separate sites within a one-eighth mile search distance. The five sites include the former Marley site, the Hess gasoline station/former petroleum bulk storage facility, the former Buckeye petroleum bulk storage facility, the former YAD/PCO terminal, and the former SUN terminal.

The Hess Station #32214 refers to the Amerada Hess Station located adjacent to the Project site on West Hiawatha Boulevard which is currently in operation. The four tanks registered in the UST listing were reportedly installed in 1995 and a ground water remediation system was installed and operated to address a spill which was closed by NYSDEC. Seven tanks are listed as closed. Based on this information, and based on the conditions described in Section 5.2.3, the property does not represent a recognized environmental condition or an environmental concern to the Project site.

The Amerada Hess Syracuse Terminal and AHC Syracuse Terminal refer to the former Amerada Hess Petroleum storage facility which has been dismantled and incorporated into the Project site. The UST listing indicates that these sites are inactive, are no longer a major oil storage facility, and there are no remaining active tanks. The former Hess terminal is undergoing remediation under the oversight, and with the approval of, the NYSDEC and does not represent an environmental concern to the Project site; however there is ongoing maintenance and monitoring.

The UST listing for Marleys indicates there are no remaining active tanks. The Marley site was incorporated into the Project site. The tanks listed at the Marley site were removed prior to development of the Project site and remedial measures were implemented, as appropriate. Taking into account the current use of the property, Dunn Geoscience concluded in the 1995 ESA that "no

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6.2.2 State Landfills

This database typically contains an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, the listed landfills may be active or inactive facilities or open dumps which failed to meet RCRA Subtitle D criteria for solid waste landfills or disposal sites. The search of the state landfill list did not reveal landfills within the one-half mile search distance.

6.2.3 LUST Database

The Leaking Underground Storage Tank (LUST) records contain an inventory of reported leaking underground storage tank incidents. The information in the database is recorded by the New York State Department of Environmental Conservation. The search of the LUST files indicated no listings for the Project site (i.e., 9090 Carousel Center), three (3) sites within a one-eighth mile search distance, eleven (11) sites within the one-eighth to one-quarter mile search distance and thirteen (13) sites within the one-quarter to one-half mile search distance.

All except six of the LUST sites are located in areas that are hydrologically separate from the Project site and therefore do not represent recognized environmental conditions or an environmental concern to the Project site. The six LUST sites located northeast of the Project site in a potentially upgradient area include Tassone gas station, 1801 N. Salina, Autoland, Bodow's Recycling, Roma Tile and 2019 Park Street. The nearest of these sites is approximately 630 feet from the Project site. It is Alpha's opinion, based on a review of the database search results and maps, that these sites do not represent recognized environmental conditions or an environmental concern due to the "closed" regulatory status of each of the sites, the distance from the Project site, the ability of low permeability soil in the area to minimize migration of ground water and contaminants through the subsurface, and based on the ground water quality analysis historically reported for the Project site.

The database search is conducted using the current name and address of the Project site (i.e., 9090 Carousel Center). This address has existed only since Carousel Center was constructed circa 1990. Consequently, LUST sites recorded before 1990 will not appear in the database report coincident with the Project site, even though a LUST may have been on a property that was incorporated into the Project site. The LUST Database identifies three instances where a portion of the subject Property, or former occupant thereof (including the adjacent Hess Service Station), is listed.

The former Hess petroleum bulk storage terminal which has been incorporated into the Project site has one LUST listing. The listing is in reference to operation of a recovery well in the vicinity of former aboveground tank No. 2108 which is the subject of ongoing maintenance and monitoring. This listing is suspected to be an error in the original listing or in the database because a recovery well does not constitute a leaking underground storage tank. The recovery well associated with the former Hess Terminal aboveground tank 2108 is present in the parking area west of the shopping center. This well is pumped using a submersible pump and level switches to remove petroleum-

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environmental conditions or contamination of concern exists at the Marley property" following remedial activities.

The Buckeye Pipeline Co. listing refers to the former petroleum bulk storage facility located southeast of the Project site. The UST listing indicates that this site is no longer a major oil storage facility, and there are no remaining active tanks. This facility is not considered a recognized environmental condition or an environmental concern to the Project site because it is located in an area that is hydrologically separate from the Project site.

The YAD/PCO terminal and the SUN terminal refer to former petroleum bulk storage facilities located southeast of the Project site. The UST listing indicates that the YAD/PCO terminal is no longer a major oil storage facility and there are no active tanks. The UST listing indicates that the SUN terminal is inactive and incorrectly states that several tanks are in service. However, as described in sections 2.0 and 4.9, both of these facilities have been dismantled and no aboveground tanks are present. These facilities are not considered a recognized environmental condition or an environmental concern to the Project site because the sites are located in an area that is hydrologically separate from the Project site.

It is Alpha's opinion, based on a review of the database search results and maps, that these sites do not represent recognized environmental conditions or an environmental concern due to the distance from the Project site, the ability of low permeability soil in the area to minimize migration of ground water and contaminants through the subsurface, and based on the ground water quality analysis historically reported for the Project site.

6.2.5 Spills Listings

The Spills Information Database is a non-ASTM database that includes spills reported to the NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 or 6 NYCRR Section 595.2. It includes active spill files as of April 1, 1986, as well as spills occurring since that date. A search was conducted using a search distance of one-eighth mile to identify spills that have occurred at the Project site. The search of this list revealed eleven historical spills for the Project site. Nine of the eleven spills for the Project Site are classified by the NYSDEC as "closed, meets standards", indicating that the spill was cleaned up and no further action is required. The "closed, meets standards" classification indicates that the NYSDEC is not requiring further action. These spills are not considered recognized environmental conditions or an environmental concern to the Project site based on this classification. A brief description of each of the spills classified as "closed, meets standards" follows:

- 1) "Carousel Center" (#9303122): This spill refers to a release of approximately 15 gallons of waste cooking grease onto asphalt at the point of pickup in June 1993. Some of the grease was washed into a storm drain and the remainder was removed with a vacuum truck. The spill was cleaned up and the file is closed and meets standards.

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- 2) "Niagara-Mohawk; Kaufmans" (#9104469): This spill refers to a release of approximately 110 gallons of non-PCB oil within a containment area due to the failure of an electrical transformer in July 1991. The oil was cleaned up by the spiller (Niagara Mohawk Power Corporation and the spill was closed as meeting standards.
- 3) "Saunders/Carousel" (#9005463): This spill refers to a release of approximately 5 gallons of diesel from a ruptured truck fuel tank in August 1990. The impacted material was cleaned up and placed in overpacks. The file is closed and meets standards.
- 4) "Carousel Center Mall" (#9710261): This spill refers to a release from a ruptured tank of a commercial vehicle during a traffic accident in December 1997. There is no notation on the spill report regarding the party responsible for the cleanup. The file is closed and meets standards.
- 5) "Carousel Center" (#8912290): This spill refers to a release of approximately 55 gallons of petroleum from abandoned drums when free product was encountered on top of ground water in a utility trench along Hiawatha Boulevard in March 1990. There is no notation on the spill report regarding the party responsible for the cleanup. The file is closed and meets standards.
- 6) "Bonwit Teller" (#9108868): This spill refers to a release of approximately 1 gallon of waste oil or paint solvent on the ground in November 1991. There is no notation on the spill report regarding the party responsible for the cleanup. The file was closed six days after the initial spill report and spill is classified by the NYSDEC as meeting standards.
- 7) "Area of Caracel Mall" (#0109045): This spill refers to a report of a strong odor noticed by a motorist in the vicinity of Carousel Center in December 2001. There is no report of a release associated with this "spill". The file is closed and meets standards.
- 8) "Clark Treatment Plant" (#9211699): This spill refers to a release of approximately 750 liters of petroleum when a ruptured flange leaked in January 1993. The spill was cleaned up by the responsible party and the file is closed and meets standards.
- 9) "Carrossel Mall" (#9907720): This spill refers to a release of approximately 5 gallons of hydraulic oil when a hydraulic line on a commercial vehicle ruptured in September 1999. The spill was cleaned up by the responsible party and the file is closed and meets standards.

Two of the spills at the Project site are not listed as "closed, meets standards". A brief description of each of these spills follows:

- 1) The spill report for "Carisale Mall" (Spill No. 9906401) lists the spill as closed, does not meet standards. This spill refers to a trail of hydraulic oil released onto pavement by a garbage truck. The NYSDEC spill report indicates that approximately 2 gallons of oil were released. The hydraulic oil was immediately cleaned off the pavement by mall maintenance personnel using absorbent material (Robert Schoeneck, personal communication).

ongoing maintenance and monitoring associated with specific state-approved remedial systems, that are recognized environmental conditions.

7.2 Historical Recognized Environmental Conditions

Two historical recognized environmental conditions have been identified. These include solvent-impacted soil and ground water at the former Clark property and petroleum-impacted soil and ground water at the former Hess Terminal. Remedial measures were implemented to address each of these conditions with the approval of the NYSDEC. These remedial measures now consist only of continued operation, maintenance and monitoring. The Clark containment system and the Hess Terminal remedial systems are the responsibility of Pyramid Company of Onondaga. These systems exist beneath existing roads and parking areas and are operated and maintained consistent with mall operations.

7.3 De Minimis Conditions

No de minimis conditions have been identified.

8.0 OPINION

It is Alpha's opinion that the historical recognized environmental conditions have been adequately addressed through implementation of existing state-approved remedial systems described in this report and that no further investigation of the historical recognized environmental conditions is warranted. The rationale for concluding whether a condition is or is not currently a recognized environmental condition or a historical recognized environmental condition is provided and described in the previous sections.

It is Alpha's opinion that recognized environmental conditions identified during this assessment at other properties are not expected to adversely impact the Project site due to either the distance from the Project site, or the location of those properties in areas that are hydrologically separate from the Project Site.

9.0 CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527 of the Carousel Center Mall located at 9090 Carousel Center Drive, Onondaga County, Syracuse, New York, the property. Any exceptions to, or deletions from this practice are described in Section 10.0 of this report. This assessment has revealed no recognized environmental conditions in connection with the property except for the following.

- 2) The spill report for "Carosel Mall" (Spill No. 0111403) lists the spill as closed, but does not indicate whether the spill "meets standards". This spill refers to a release of approximately 25 gallons of hydraulic oil from a tractor trailer that ruptured a tank on a parking island. The spill was immediately cleaned up by the City of Syracuse Hazmat response team (Robert Schoeneck, personal communication).

It is Alpha's opinion that neither of these spills (0111403 and 9906401) represent an environmental concern or a recognized environmental condition based on the limited volume of the releases, the release of the fluid on pavement, and the immediate measures taken to cleanup the fluids.

6.3 Historical Use Information

Sources of historical information that are typically reviewed for a Phase I ESA include Sanborn Fire Insurance Maps and historical aerial photographs. Section 3.0 provides descriptions of the historical background of the properties comprising the Project site, the source of the information for the site history, and the long (17 year) involvement of Alpha personnel with the site from the time of its use for industrial purposes, through investigation, remediation and on-going monitoring, to its current use. A chain of title search or further review of historical information is not considered necessary because of the prior historical research conducted for the Project site properties and the extensive investigation of soil, sediment, surface water and ground water.

As set forth in detail in the 1995 Phase I Environmental Site Assessment, the subject Property was formerly occupied by industrial uses, including a scrap yard, petroleum storage facilities, and a concrete batch plant. Extensive investigations of soil and groundwater were performed prior to construction of the shopping center. These resulted in implementation of appropriate remedial measures at the subject Property with the oversight and approval of NYSDEC. A summary discussion of the remedial measures is presented in Section 3.0.

Photocopies of historic topographic maps and aerial photographs of the subject Property are provided in Appendix E.

7.0 FINDINGS

This section of the report identifies the known or suspected recognized environmental conditions, and historic recognized environmental conditions, and de minimis conditions, based on a reconnaissance of the site on October 10, 2006, review of selected federal and state environmental databases, and interviews with knowledgeable parties.

7.1 Recognized Environmental Conditions

The results of this assessment indicate that no recognized environmental conditions have been identified which currently represent an environmental concern to the Project site; however there is

The Project Site is comprised of multiple properties at which historical recognized environmental conditions existed before extensive investigation was performed and remedial measures were implemented. The only historic recognized environmental conditions identified by the previous investigations were solvent-impacted soil and ground water at the former Clark property and petroleum-impacted soil and ground water at the former Hess Terminal. Remedial measures were implemented to address each of these recognized environmental conditions with the approval of the NYSDEC. These remedial measures now consist only of continued operation, maintenance and monitoring.

The existing recognized environmental conditions are directly related to the historic recognized environmental conditions and now include only operation, maintenance and monitoring of the Clark containment structure and the components of the Hess remediation system. The Clark containment system and the Hess Terminal remedial systems are the responsibility of Pyramid Company of Onondaga. These systems exist beneath existing roads and parking areas and are operated and maintained consistent with mall operations.

The results of this assessment indicate that no recognized environmental conditions have been identified which currently represent an environmental concern to the Project site; however there is ongoing maintenance and monitoring associated with specific state-approved remedial systems, that are recognized environmental conditions. Recognized environmental conditions identified during this assessment at other properties are not expected to adversely impact the Project site due to either the distance from the Project site or the location of those properties in an area which is hydrologically separate from the Project site.

The Clark containment system and the Hess remedial systems are located outside the footprint of, and downgradient from, the mall building. There are no known identified migration pathways for contaminants to enter the mall building, and therefore no known exposure to the occupants that could result in health risks. The Clark containment system and the Hess remedial systems were designed and implemented specifically to prevent offsite migration and eliminate exposure pathways. In any event, there are no known human receptors downgradient of the Project site.

10.0 DEVIATIONS

Deviations from ASTM 1527-05 are limited to the following:

- The search of state and federal environmental databases did not include tribal lands since no such lands are present in the vicinity of the site.
- The site history is well documented in previous reports, as described in section 3.0. The historical information provided in previous reports was deemed sufficient and precluded the need for additional historical research.
- The report format varies slightly from that recommended in ASTM 1527-05. The purpose of these variations are organizational and do not reflect an omission of information.

11.0 ADDITIONAL INVESTIGATION OR SERVICES

It is Alpha's opinion that no further investigation or services are warranted in connection with the findings and conclusions of this Phase I Environmental Assessment.

12.0 REFERENCES

The following references were used in preparing this report.

Date	Title	Author
July 1, 1988	Hydrogeologic Conditions at the Marley Property	Dunn Geoscience Corp.
September 1, 1988	Report on Hydrogeologic Conditions at the Clark Property	Dunn Corporation
November 1, 1990	Interim Remedial Measure Report: Site #734048	Dunn Corporation
February 1, 1994	Final Feasibility Study: Site #734048	Dunn Corporation
April 1, 1995	Phase I ESA of Carousel Center	Alpha Geoscience Corporation
June 1, 2000	Phase I ESA of Carousel Center	Alpha Geoscience Corporation
February 1, 2002	Phase I ESA of Carousel Center	Alpha Geoscience Corporation
October 1, 2002	Phase I ESA of Carousel Center	Alpha Geoscience Corporation
November 1, 2004	Phase I ESA of Carousel Center	Alpha Geoscience Corporation

13.0 QUALIFICATIONS AND SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report was prepared by Mr. Thomas M. Johnson, Vice President of Alpha Geoscience. Mr. Johnson is an environmental professional at Alpha Geoscience who has been involved with the environmental matters of the Carousel Center and its predecessor properties since 1988. Mr. Johnson was directly involved in investigations and remedial activities which have occurred at the Project. He also prepared many of the reports relating to the Project site including, but not limited to, separate Phase I Environmental Site Assessment Reports prepared in April 1995, June 2000, February 2002, October 2002, November 2004 (as supplemented in July and September 2005), and October 2005. A copy of Mr. Johnson's resume highlighting Phase I Environmental Site Assessment experience is provided in Appendix F.

I declare, to the best of my professional knowledge and belief, I meet the definition of "Environmental Professional" as defined in 312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR 312.

Thomas M. Johnson
 Signature of Environmental Professional

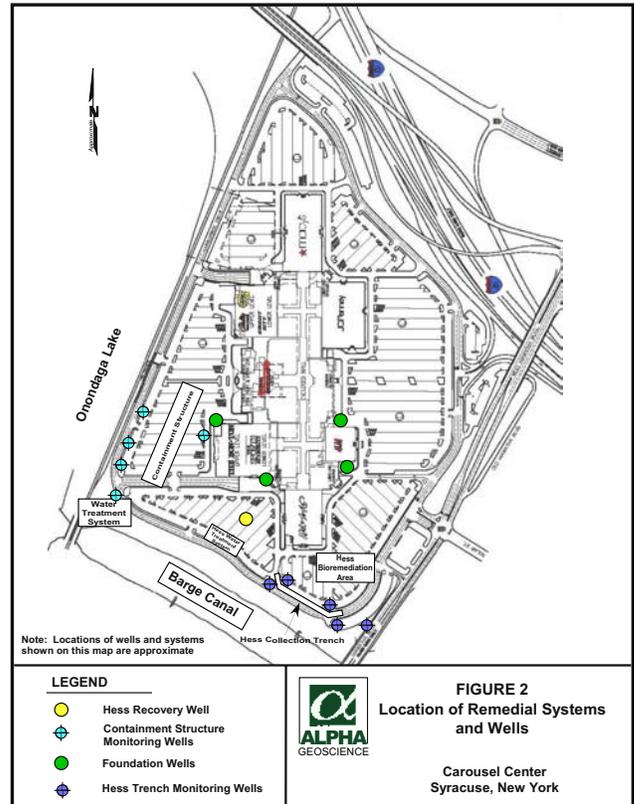
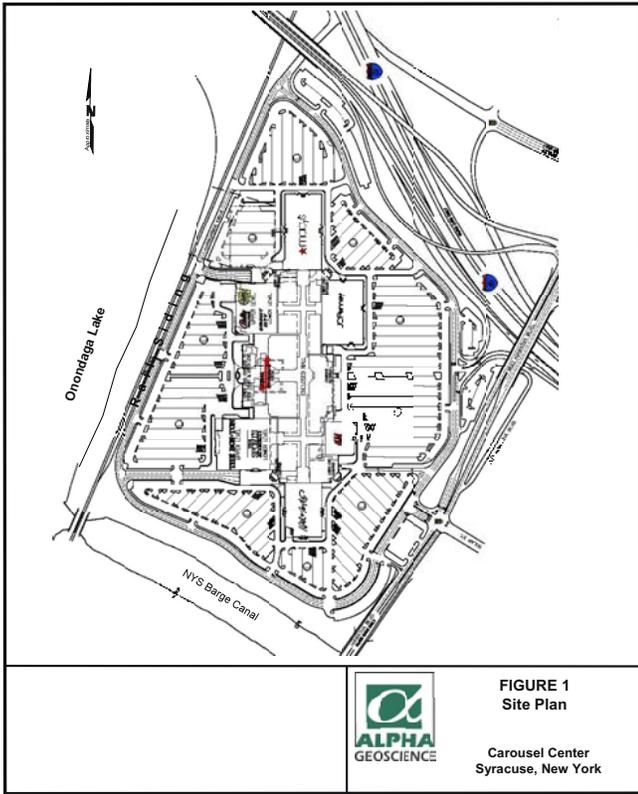
14.0 REPORT LIMITATIONS AND RELIANCE

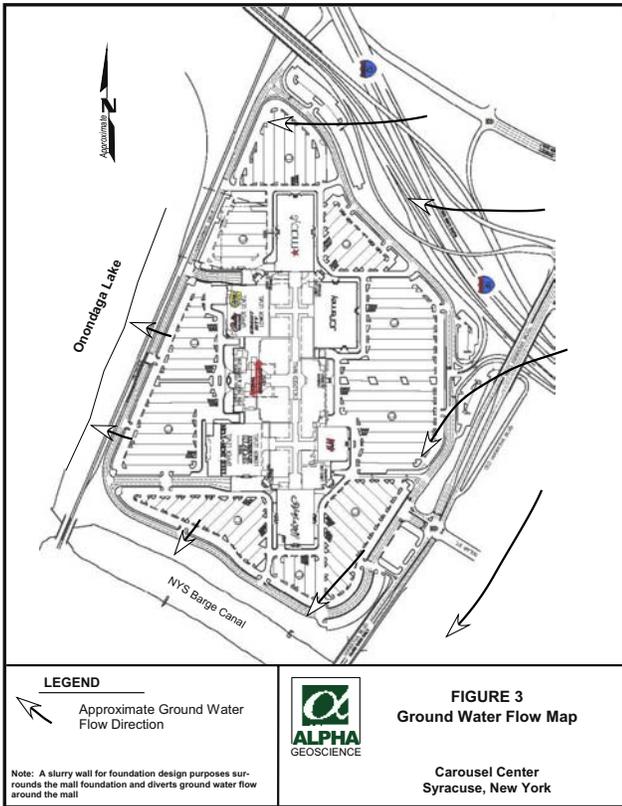
This report has been prepared in connection with a specific financing transaction for the benefit and use of Citigroup Global Markets Inc., Lehman Brothers, Inc., Nixon Peabody LLP, and Carousel Center Company, LP for the sole purpose of evaluating the potential environmental conditions associated with the Carousel Center (Project site) located at 9090 Carousel Center, Syracuse, New York. The information presented herein may not be relied upon by others without the express written permission of Alpha Geoscience.

The ASTM Standard does not require, and this ESA did not include, sampling or testing of any environmental media (i.e., soil, water, air) or manmade materials. Alpha has relied on its knowledge and involvement with site environmental matters, information obtained during records review, and interviews and information prepared or provided by others, where available, to formulate the opinions and conclusions presented herein. Information obtained by indirect means has not been independently verified by Alpha except where specific conditions could be confirmed by direct observation during site reconnaissance. The information provided to Alpha by others is assumed to be accurate and complete unless conditions observed during the site reconnaissance suggest otherwise.

The findings presented herein are based on observations of site conditions at the time the work was performed and on our knowledge of previous and current activities at the Project site, and are not necessarily indicative of future conditions or operating practices at the Project site. No representation regarding the site environmental conditions subsequent to issuance of this report is expressed or implied.

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APPENDIX A
Selected Site Photographs



Photo 1: View of Ring Road overlying the Hess collection trench, looking toward Onondaga Lake.



Photo 3: Water holding tank adjacent to water treatment building.



Photo 2: Maintenance room inside mall showing flammable materials storage cabinets.



Photo 4: Interior of water treatment building showing process tanks and piping.



Photo 5: View of parking lot overlying the containment structure.



Photo 7: Typical pad transformers

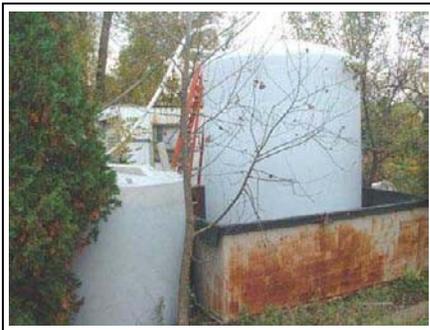


Photo 6: Leachate holding tank adjacent to the water treatment system.

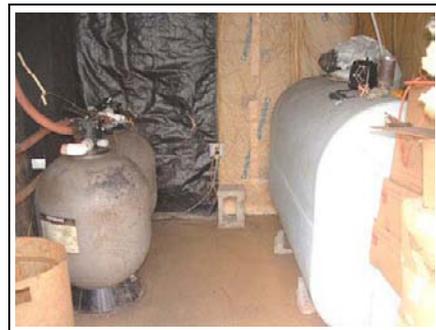


Photo 8: Treatment system for the Hess collection trench and the former Hess Tank 2108 recovery well.



Photo 9: Well and control panel for former Hess Tank 2108 recovery system

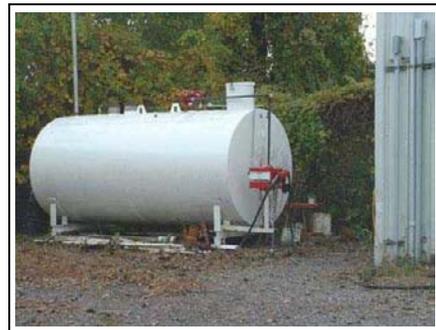


Photo 11: Biodiesel tank adjacent to the water treatment system.

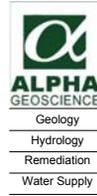


Photo 10: View of Parking Lot overlying the Hess bioremediation area



Photo 12: Fuel Oil Tank and Secondary Containment in Fire Suppression Room.

APPENDIX B
FOIL Request Correspondence



October 9, 2006

Ms. Lisa A. Letteney, P.E.
Division of Environmental Health
Onondaga County Health Department
4894 Onondaga Road
P. O. Box 15190
Syracuse, New York 13215-0190

Re: FOIL Request
9090 Carousel Center Drive
Syracuse, New York

Dear Ms. Letteney:

In October 2005 your office responded to a FOIL request for the Carousel Center, located at 9090 Carousel Center Drive, Syracuse, New York and indicated that your office had no record of environmental or health-related issues at the subject property. We are hereby requesting a review of any files that your agency may have regarding environmental or health-related issues at the subject property since our last inquiry (i.e., October 2005 to present).

Thank you for your attention to this matter. Please feel free to contact me with any questions you have regarding this matter.

Sincerely,
Alpha Geoscience

Thomas M. Johnson
Hydrogeologist

TMJ/bms

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679 Plank Road • Clifton Park, New York 12065 • (518) 348-6995 • Fax (518) 348-6966
www.alphageoscience.com



Onondaga County Health Department
Division of Environmental Health

421 Montgomery Street
Syracuse, New York 13202

Health & PWC
County Executive
www.onco.net

Cynthia G. McNeil, M.S., M.Ed.
County Executive's Office

Gary E. Smith, P.E.
Director of Environmental Health

Bureau of Environmental Risk Assessment
(315) 435-6600

November 2, 2006

Thomas Johnson
Alpha Geoscience
679 Plank Road
Clifton Park, New York 12065

RE: FOIL REQUEST
9090 Carousel Center Drive
City of Syracuse

Dear Mr. Johnson

This letter is in response to your FOIL request dated October 9, 2006.

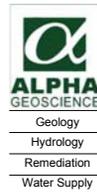
This office has no record of environmental or health-related issues on the above referenced property from October 2005 to present.

If you have any questions concerning this information please contact me at (315) 435-6600.

Very truly yours,

Lisa A. Letteney, P.E.
Director
ENVIRONMENTAL RISK ASSESSMENT

LAL/nn



October 9, 2006

Mr. Joseph W. Barry, III
Senior Assistant Corporation Counsel
Office of Corporation Counsel
300 City Hall
Syracuse, New York 13202

Re: FOIL Request
9090 Carousel Center Drive
Syracuse, New York

Dear Mr. Barry:

Alpha Geoscience is conducting a Phase I Environmental Site Assessment for the Carousel Center, located at 9090 Carousel Center Drive, Syracuse, New York. As part of this assessment, we are submitting this Freedom of Information Request for any information regarding environmental or health-related issues at the subject property from the Syracuse Department of Fire. We are hereby requesting a review of any files that your agency may have regarding environmental or health-related issues at the subject property.

Please feel free to contact me with any questions you have regarding this matter.

Sincerely,
Alpha Geoscience

Thomas M. Johnson
Hydrogeologist

TMJ/bms

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www.alphageoscience.com

Roxy A. McMahon
Corporation Counsel
Scale Assistant
Thomas M. Garrido
Joseph W. Harty III
Helen R. Eisenberg



OFFICE OF THE CORPORATION COUNSEL

Matthew J. Driscoll, Mayor
October 16, 2006

David B. Neff
Joseph Ruzicic Bergh
Mark J. Lounsbury
Law C. Marcellino
James P. McGinty
Christopher R. Cerraglio
Jeffrey J. Lauer
John C. Plack, Jr.
Brent E. Rubenstein
Robert P. Stacey
Joseph R. II Doyle
Mary Anne Doherty

OCT 28 2006

Thomas M. Jolanon
Alpha Neuroscience
679 Peak Road
Clifton Park, New York 12065

RE: Freedom of Information Law Request
9090 Carousel Center Drive

Dear Mr. Jolanon:

I write to acknowledge receipt of your Freedom of Information Law request dated October 9, 2006 that was received by this office. You will receive any information responsive to your request within the specified time frame stated in Public Officer's Law.

If there are any questions or concerns, please contact our office.

Very truly yours,

Joseph W. Harty, III
Senior Assistant Corporation Counsel

300 CITY • TEL • SYRACUSE, N.Y. 13209 • (315) 448-8400 • FAX 448-8381 • Web Page: WWW.SYRACUSE.NY.GOV
SERVICES OF PAPERS OR EXCESS BY FACSIMILE IS NOT ACCEPTABLE.

APPENDIX D

Clark Property Reclassification Letter

New York State Department of Environmental Conservation
60 Wolf Road, Albany, New York 12233 • 7010



Clark Property
Site ID #734048

Page 2

MAR 14 1995

For additional information, please contact me at (518) 457-0747.

ConKin Ltd. Pyramid Management Group
The Clinton Exchange
4 Clinton Square
Syracuse, New York 13202

RECEIVED
MAR 14 1995
Ans#.....

Sincerely,

Robert L. Marino
Chief
Site Control Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

Dear Sir:

As mandated by Section 27-1305 of the Environmental Conservation Law (ECL), the New York State Department of Environmental Conservation (NYSDEC) must maintain a Registry of all inactive disposal sites suspected or known to contain hazardous waste. The ECL also mandates that this Department notify the owner of all or any part of each site or area included in the Registry of Inactive Hazardous Waste Disposal Sites as to changes in site classification.

Enclosures

Our records indicate that you are the owner or part owner of the site listed below. Therefore, this letter constitutes notification of change in the classification of such site in the Registry of Inactive Hazardous Waste Disposal Sites in New York State.

DEC Site No.: 734048
Site Name: Clark Property
Site Address: 372 West Hiawatha Boulevard, Syracuse, New York 13208

Classification Change from 2 to 4

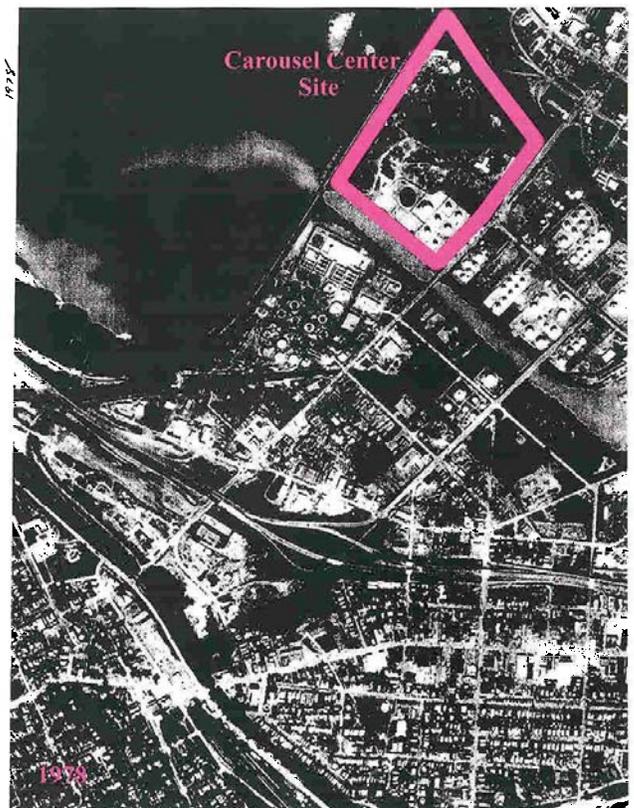
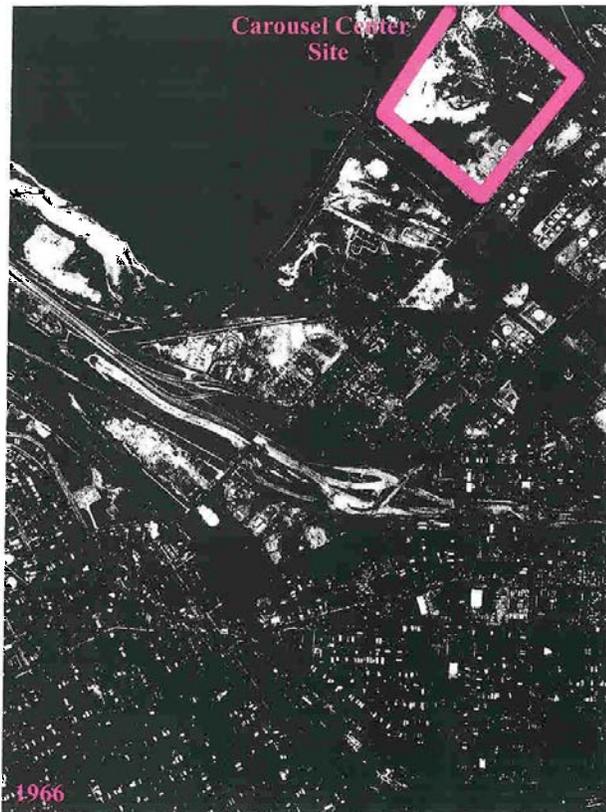
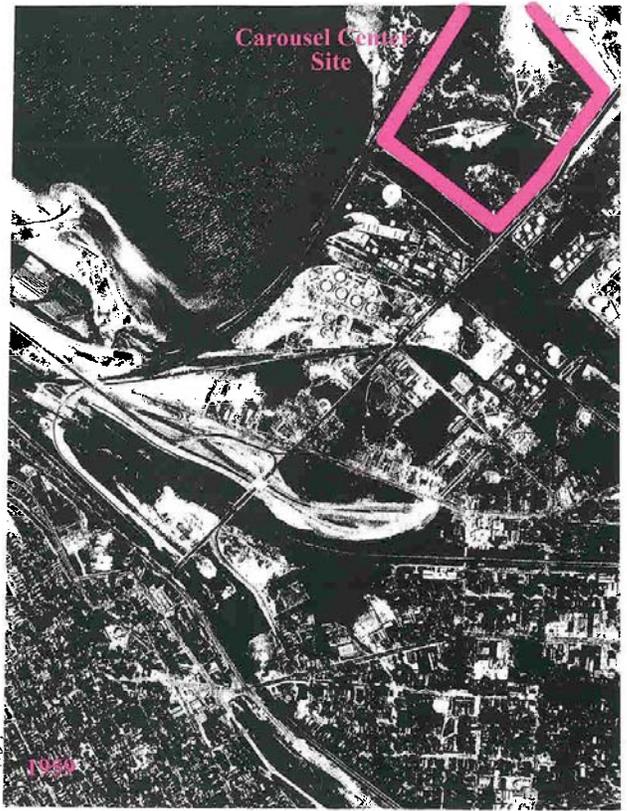
The reason for the change is as follows:

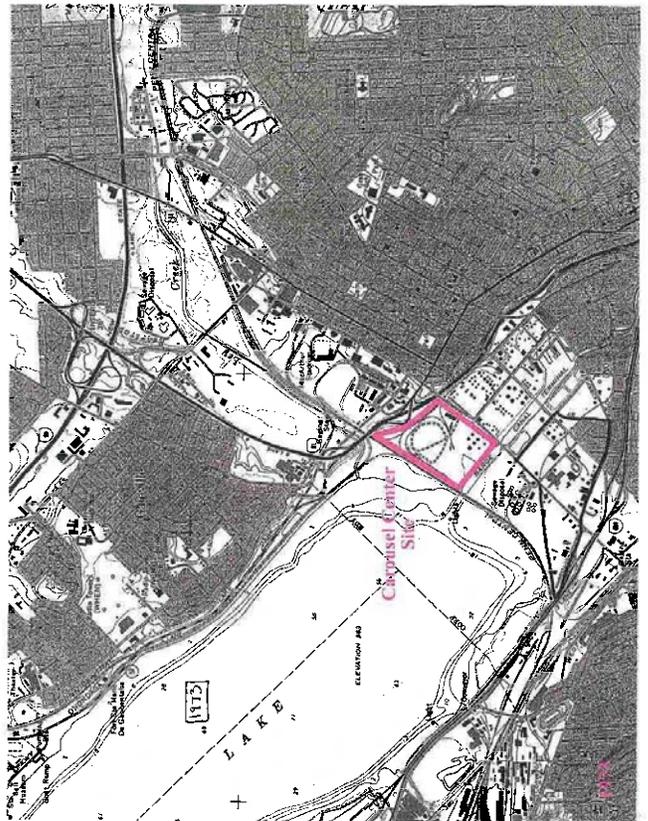
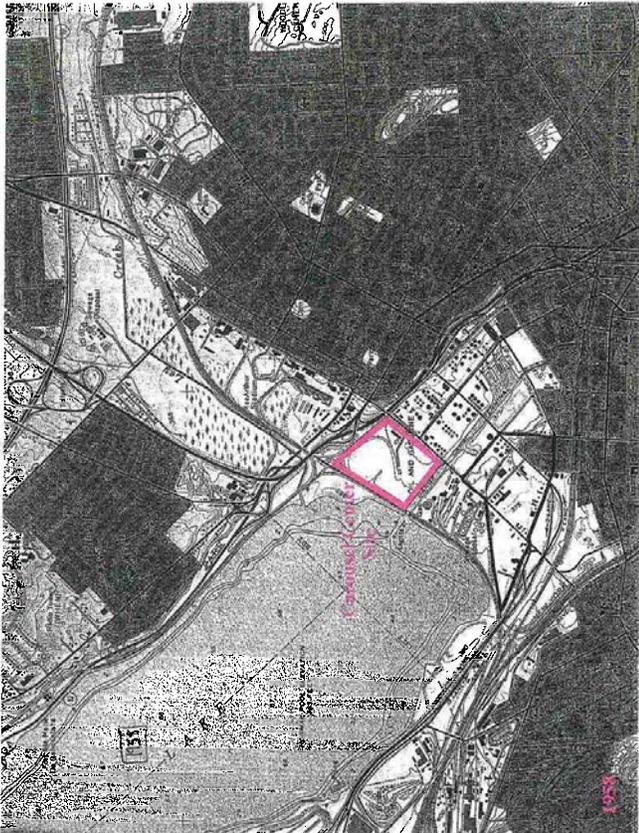
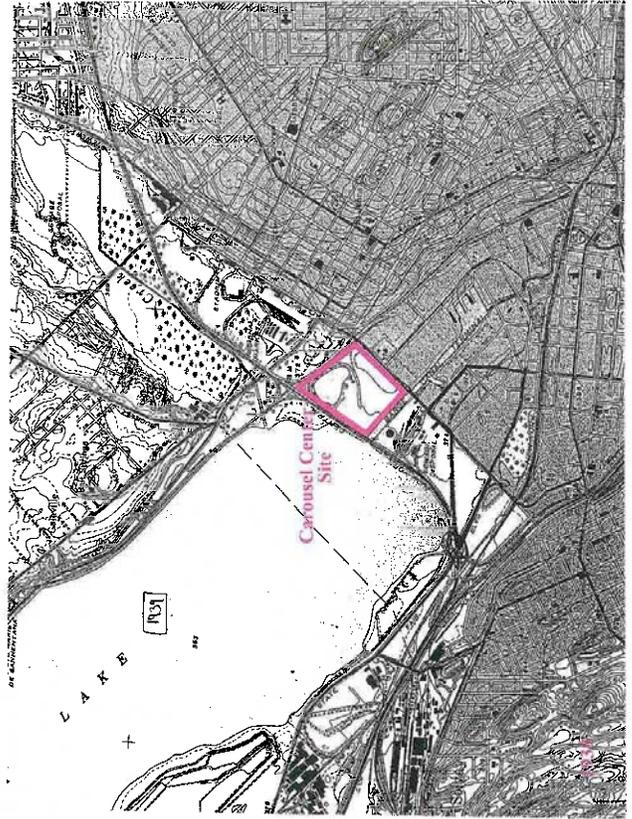
- Contaminated soil has been removed to a lined and covered cell, onsite with leachate collection and monitoring program initiated. The responsible party has submitted an acceptable operation and maintenance plan and has an acceptable financial assurance plan. The Record of Decision (ROD) was signed on March 25, 1994.

Enclosed is a copy of the New York State Department of Environmental Conservation, Division of Hazardous Waste Remediation, Inactive Hazardous Waste Disposal Site Report form as it appears in the Registry and Annual Report, and an explanation of the site classifications. The Law allows the owner and/or operator of a site listed in the Registry to petition the Commissioner of the New York State Department of Environmental Conservation for deletion of such site, modification of site classification, or modification of any information regarding such site, by submitting a written statement setting forth the grounds of the petition. Such petition may be addressed to:

Gary Spielmann
Acting Executive Deputy Commissioner
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-0001

APPENDIX E
Historical Maps and Aerial Photos





THOMAS M. JOHNSON, C.P.G.
HYDROGEOLOGIST

EDUCATION: MS Geology, State University of NY Fredonia, 1982
BS Geology, State University of NY Cortland, 1976

SPECIAL TRAINING: MTBE in Ground Water Conference, June 2001
Certified 40-Hour OSHA Health and Safety
Certified 8-Hour OSHA Supervisory Course

PROFESSIONAL REGISTRATION: The American Institute of Professional Geologists
Registered Certified Professional Geologist, Virginia
Licensed Geologist, State of Washington

EXPERIENCE SUMMARY:

Mr. Johnson has twenty-five years of experience conducting a variety of contaminant hydrology, waste management and remedial projects. He has broad experience in CERCLA and RCRA projects since the inception of those programs and has provided expert opinions and testimony on a variety of technical topics related to hazardous waste and petroleum contamination. Mr. Johnson also has a strong practical background in field investigation, data interpretation, evaluation of remedial needs, management of site remediation and report preparation. He has designed and implemented extensive field investigations primarily for private sector clients and managed these projects to final remediation. He is experienced in all aspects of project implementation including conceptualization and budgeting, agency negotiations, work plan development and contracting.

SELECTED PROJECT EXPERIENCE:

Phase I Environmental Site Assessments

Mr. Johnson is familiar with the requirements of the American Society of Testing Materials (ASTM) for conducting Phase I Environmental Site Assessments (ESAs) and has provided expert opinion for a suit evaluating adherence to ASTM guidelines. He has performed numerous ESAs for buyers, sellers and lending institutions at a variety of residential, commercial and industrial properties. His extensive experience with investigation and remediation of environmentally impacted sites is utilized to thoroughly evaluate environmental conditions during property transactions. Typical Phase I ESAs performed include:

- Performed a Phase I ESA for redevelopment of a parcel formerly used for textile manufacturing in Cohoes, New York. The standard elements of an ASTM Phase I assessment were performed and the results of a previous Phase I and Phase II investigation were evaluated to allow the developer to qualify as a bonafide purchaser under CERCLA Section 101(40).
- Provided expert opinion and litigation support to evaluate the adequacy of Phase I ESAs as compared to ASTM guidelines for manufacturing facilities in Indiana and Tennessee.
- Prepared simultaneous Phase I ESAs at adjacent parcels in Cobleskill, New York. Both adjacent parcels were formerly owned by a cement manufacturing/mining company and were purchased by an adjacent motel and by the Village, respectively. The Village planned on developing a park on the parcel.
- Performed Phase I ESAs for the Carousel Center regional shopping center in Syracuse, New York in 1995, 2000, 2002, 2004, and 2005. A report was prepared and provided to potential lenders and investors. Participated in discussions with potential investors and provided relevant information to address their concerns on environmental matters related to the site.

Thomas M. Johnson, C.P.G.
Qualifications & Experience

*Alpha Geoscience
679 Plank Road
Clifton Park, New York 12065*

1

- Performed a Phase I Environmental Site Assessment for two parcels being purchased by a developer for inclusion in a plan to build improved access roads to a major shopping facility in the Albany, NY area.
- Performed Phase I ESAs at a series of previously undeveloped sites to evaluate their use for construction of cellular communication towers. The assessments focused on identification of potential environmental impacts from adjacent properties.
- Evaluated environmental conditions at a property occupied by a greenhouse and nursery as part of redevelopment of the property for a restaurant. The Phase I ESA report identified potential environmental conditions that included the storage and use of fertilizers and pesticides, and a petroleum release at a former gasoline retail station adjacent to the site.
- Conducted a Phase I ESA at an abandoned property formerly used as a bakery/residence during foreclosure proceedings. Potential environmental conditions of concern included a fuel oil storage tank, a petroleum release upgradient of the site, and potential public health issues.
- Performed a Phase I ESA at a commercial property in New Paltz, New York that was formerly occupied by a post office, liquor store and laundromat. Primary impacts included petroleum releases at the subject property and an adjacent gas station.
- Performed a Phase I ESA for a property in Albany, New York used for automobile salvage and recycling. Potential environmental impacts included past releases of petroleum and automotive fluids from vehicles and storage tanks.
- Performed a Phase I ESA for a 5,000 acre property that included a former paper mill located on 25 acres. The site included paper processing buildings, settling ponds, a waste water treatment plant, two hydroelectric stations and a maintenance garage. Potential impacts were limited to possible historical releases from petroleum and chemical bulk storage tanks.

Expert Testimony/Opinion

Mr. Johnson's extensive and experience with a broad range of sites, facilities and contaminated media form the basis for his credentials as an expert witness. He has been an environmental consultant performing hydrogeologic and geologic investigations, and remediating petroleum releases and hazardous waste sites since the late 1970's. He has worked with attorneys representing both plaintiffs and defendants on cases which have been tried in court and which have been successfully settled without litigation. Representative projects include:

- Prepared the technical case, in cooperation with defendant's counsel, to challenge investigation and remediation efforts and cost claims by the State of New York at a former gasoline retail station in Tallman, New York. Reviewed all technical and cost information and prepared expert disclosure providing opinions regarding contributions from nearby sites, and the technical approach, scope of services, and expenditures by the State of New York for remediation of the defendant's site. The case settled the first day of trial with a substantially reduced claim against the defendant.
- Evaluated the approach and effectiveness of an aquifer/water supply remedial project completed by another consultant, on behalf of a major insurance company. The evaluation revealed the use of inappropriate investigative methods and installation of an ineffective remedial system. The insurance company successfully challenged and minimized claims.
- Provided technical support, conducted a hydrogeologic investigation and prepared expert reports for attorneys at a site where the plaintiff's water supply was impacted by contamination from an adjacent dry cleaning facility. The case was settled out of court with plaintiff receiving payment for property damage and medical costs.

Thomas M. Johnson, C.P.G.
Qualifications & Experience

2

*Alpha Geoscience
679 Plank Road
Clifton Park, New York 12065*

PROFESSIONAL AFFILIATIONS: American Institute of Professional Geologists
Hudson-Mohawk Professional Geologists Association

EMPLOYMENT: 1994-Present, Alpha Geoscience (Vice President, 1998 to present)
1993-1994, RUST Environment & Infrastructure
1986-1993, Dunn Corporation
1985-1986, ERT, Inc./ENSR
1979-1985, D'Appolonia/IT Corp.
1976-1977, U.S. Geological Survey

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Thomas M. Johnson, C.P.G.
Qualifications & Experience

3

*Alpha Geoscience
679 Plank Road
Clifton Park, New York 12065*

APPENDIX F

Resume of Environmental Professional



**PHASE I
 REMEDIAL WORK PLAN
 INCLUDING REMEDIAL DESIGN
 FOR**

**BROWNFIELD CLEANUP PROGRAM
 PHASE I SITE
 DESTINY USA
 SYRACUSE, NEW YORK**

Prepared for:
 New York State
 Department of Environmental Conservation
 Region 7

Prepared by:
 Spectra Engineering, Architecture and Surveying, P.C.
 19 British American Boulevard
 Latham, New York 12110

MAY 2009

ONE ONE CENTER PLAZA, SUITE 401 POLY-RICEPSE, NY 13601 315 454-0480 FAX (315) 454-0406	10 BRITISH AMERICAN BOULEVARD LATHAM, NY 12110 (315) 782-2683 FAX (315) 782-0973	307 SOUTH TOWNSEND STREET SYRACUSE, NY 13202 (315) 471-2101 FAX (315) 471-2111
WWW.SPECTRAENR.COM		

**REMEDIAL WORK PLAN
 INCLUDING REMEDIAL DESIGN
 FOR
 PHASE I SITE
 DESTINY USA
 SYRACUSE, NEW YORK**

ENGINEER'S CERTIFICATION1

1.0 INTRODUCTION AND PURPOSE2

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ENGINEER'S CERTIFICATION

I, John H. Shafer (licensed Professional Engineer in New York State), certify under penalty of law that the Phase I RWP, including Remedial Design was prepared under my direction, supervision, and/or review.

Certified by:



John H. Shafer, P.E.
Professional Engineer
License Number: 42793

1.0 INTRODUCTION AND PURPOSE

1.1 PROJECT AUTHORIZATION AND PURPOSE

This Phase I Remedial Work Plan, including Remedial Design ("Phase I RWP" or "RWP") has been prepared by Spectra Engineering, Architecture and Surveying, P.C. ("SPECTRA"). This RWP applies to the real property shown on Figure 1 ("Phase I Site"), in connection with the first phase of the Destiny project located in Syracuse, New York (See Figure 1). This Phase I RWP evaluates and addresses (as necessary) subsurface soil, water and vapor contamination present within the Phase I Site boundaries.

The Phase I Site includes an 800,000+ square foot building expansion to the existing Carousel Center. The 450,000 square foot building expansion footprint is shown on Figures 1-9. The Phase I Site is located within the overall boundaries of the Destiny Site ("Destiny Site"), as shown on Figure 2.

The Phase I RWP is submitted in full compliance with all governing statutory and regulatory provisions, including, but not limited to, those set forth at ECL section 27-1403 et seq. and 6 NYCRR Part 375, and applicable guidance. In addition, this RWP has been prepared consistent with other similar projects approved by the New York State Department of Environmental Conservation ("NYSDEC") under the Brownfield Cleanup Program ("BCP"). The Phase I RWP described herein incorporates the findings of the Phase I Remedial Investigation Report ("Phase I RIR"), dated March 2009, and the Determination of Significant Threat Assessment, dated April 24, 2009, each of which were prepared by SPECTRA.

1.2 SITE DESCRIPTION

The Destiny Site consists of approximately 152 acres at the southeast end of Onondaga Lake (a Class C water body) (See Figure 1). It is bounded by: Onondaga Lake, Conrail tracks and Harbor side Drive, to the northwest; Interstate 81 (I-81) to the north and northeast; Bear Street on the south and southeast; and the New York State Barge Canal to the south and southwest. See Figures 1 and 2.

The Phase I Site is located in the southeast portion of the lands generally referred to as the Carousel Center site, between the existing Carousel Center building and West Hiawatha Boulevard. Site work has commenced and is ongoing on the first phase of the Destiny project. Prior to such site work, the Phase I Site consisted of surface parking lots and associated driveway areas for Carousel Center (See Figures 4 and 5). Prior to that (i.e. pre-1989), a portion of each of the following uses was located in the area of the Phase I Site: Marley Scrap yard, Buckeye Petroleum Tank Farm, and the Amerada Hess Petroleum Tank Farm.

Land uses surrounding the Destiny Site consist of business districts and mixed residential property to the north and east. Vacant land abuts the property to the south-southeast. The Onondaga County Metropolitan Sewage Treatment Plant is located across the Barge Canal to the south-southwest.

1.3 SITE HISTORY

The Phase I Site is located in a former area of extensive natural shoreline and lowland deposits consisting of marl (a naturally occurring deposit of clay, calcium carbonate, and shell fragments), and organic vegetation including roots, wood, and peat. Prior to development, the general area was known for its extensive salt marshes and spring deposits that were mined for the salt content. The salt deposits were created by the natural upward discharge of groundwater laden with dissolved salts derived from the evaporite (salt and gypsum) deposits located in the bedrock underlying the area, namely the Vernon and Syracuse Formations. The marsh and spring deposits were mined for the salt from the 1600s to early 1900s. In fact, during construction of the Erie Canal (in 1822) the level of Onondaga Lake was lowered by eleven feet, which accommodated access to more of the salt deposits for removal. During the 1800s and early 1900s, the area was the location of large evaporation lagoons where salt derived from the surficial deposits and from deep brine wells was concentrated. During this period, the lake level remained low for some 75 to 100 years.

In the early 1900s, the Solvay Process Company brought the "Solvay Process" for generating Soda Ash (Sodium Carbonate) to the United States from Germany. The Company settled in Syracuse and commenced operation in or about 1907. The Solvay process generated large quantities of waste materials, including calcium carbonate, calcium oxide, and calcium chloride. These wastes are generally characterized as being white to grey, relatively soft, clayey or "tooth paste-like" material. Areas were needed for the disposal of such waste materials. Thus, available areas of unoccupied land at the Solvay plant and on vacant land located throughout the south end of Onondaga Lake were utilized for such disposal. These disposal areas included a large portion of the area between Onondaga Lake and West Hiawatha Boulevard (current Carousel Area), including the Phase I Site. Throughout the first half of the 1900s, additional miscellaneous fill, including more Solvay waste and, most likely, various construction and demolition debris (C&D) waste, were deposited on and near the Phase I Site. Similar activities, excluding the additional deposition of Solvay wastes, continued from the 1930s to the 1980s. A portion of the former Marley Property was (Haley & Aldridge, 2002) used as a salvage yard for scrap metal. The salvage yard on the former Marley Property, which overlaps the Phase I Site, operated from the late 1930s up to the construction of the Carousel Center (Dunn, 1988).

Waste Disposal Site in April 1989. In response, the Clark Property was extensively investigated, and remediation was conducted to enable the construction of the Carousel Center. However, residual chlorinated and non-chlorinated hydrocarbons contamination was found on the Phase I Site adjacent to the former Clark Property. Initially, a pilot study consisting of the installation and operation of a vapor control system (VCS) was implemented to remove VOCs from the subsurface soils. Approximately 6,000 pounds of VOCs were reportedly removed from the soil during this pilot study (Dunn, 1995). Additional remediation of the property in 1990 involved the excavation of approximately 60,000 cubic yards of contaminated soil, to depths of about 20 ft., and the installation of a groundwater under drain system that extends to the western boundary of the Phase I Site as shown on Figure 3 of the Remedial Investigation Report. Groundwater collected in the under drain system is currently piped to a water treatment plant located at the southwest end of the Phase I Site. This water is pumped to the Carousel Center property water-treatment system for processing, and discharged through a NYSDEC SPDES Permit No. NY0232386.

A slurry wall was constructed around the Clark Property and was tied into the main slurry wall that surrounds the Carousel Center foundation, as shown on Figure 4 "Existing Hydraulic Controls Plan". A steel sheet pile wall was also installed at the southwest end of the Clark Property as part of the construction of the containment structure. Excavation of contaminated soil at the Clark Property occurred immediately prior to and during construction of Carousel Center. A small portion of the excavation extended onto the Phase I Site. The contaminated soil was placed in a waste containment cell located in the northwest corner of the Carousel Center Area, near the confluence of the Barge Canal and Onondaga Lake. Groundwater quality, surrounding the containment cell is subject to ongoing monitoring in a series of upgradient and downgradient wells.

1.3.3 Amerada Hess Property

Amerada Hess owned land southwest of the Carousel Center building. The southern end of the Phase I Site lies in the former Amerada Hess Property. At maximum build out, the westernmost portion of the Hess parcel contained eight petroleum bulk storage tanks. During the early 1990s, the tanks were decommissioned and removed from the property. A small area of VOC contamination in soil was found adjacent to, and attributed to, the Clark Property. This soil was excavated and moved to the secure containment cell during Carousel Center construction, however, subsequent soil investigations also identified petroleum and lead contaminated soil on the property associated with the "loading rack" and "manifold" areas.

From the 1940s to the 1980s, a five acre parcel of land at the south-central end of the Marley Property, known as the Clark (Clark Concrete Co.) Property was used as a concrete batch plant for local construction projects. A DOT field station was also formerly located on this property. The former Clark Property is immediately adjacent to the Phase I Site. In or about 1987, the Clark Property was found to be contaminated with chlorinated and non-chlorinated hydrocarbons, including solvents. As a result, the Clark Property was listed on NYSDEC's Registry of Inactive Hazardous Waste Disposal Sites, as a Class 2 Site (significant threat to the public health or environment-action required) in April of 1989.

Major oil storage facilities were located on and immediately south of the Phase I Site. These facilities were owned by Amerada Hess and Buckeye Petroleum. These facilities were part of a larger petroleum storage complex at the south end of Onondaga Lake known as "Oil City". A more complete summary of these properties and associated environmental activities is provided below.

1.3.1 Former Marley Property

The northeast half of the existing Carousel Center was used as a scrap yard and for the recycling of metallic waste from the late 1930s until the construction of the Carousel Center. This area, known as the Marley Property, is approximately 45 to 50 acres in size, or more than 60% of the Carousel Center Site. The northern end of the Phase I Site lies in the former Marley Property as shown on Figure 3 "Site Plan" of the Remedial Investigation Report. Surficial scrap metal materials were removed from the Marley Property prior to and during construction of the Carousel Center. During previous subsurface investigations, metallic objects and debris were encountered in many of the borings drilled on the property. Samples collected during those previous investigations indicated soils contaminated with volatile and semi-volatile organic compounds and metals. In addition, several surface locations on the Marley Property were found to be contaminated with PCBs. While some PCB removal on the Marley Property was conducted in the past, PCB contamination is known to remain in these areas.

1.3.2 Former Clark Property

The former Clark Concrete Company Property, encompassing between 3.5 and 5 acres, is located near the middle of the southerly end of the Carousel Center. An approximate 1.75-acre portion of the Clark Property was identified in 1987-1988 as being contaminated with chlorinated and non-chlorinated hydrocarbons, including solvents. This area of contamination is located along the western boundary of the Phase I Site and, in a very limited area, extends into the Phase I Site. This portion of the Clark Property was listed by the NYSDEC as a Class 2 Inactive Hazardous

1.3.4 Buckeye Pipeline Property

Buckeye Pipeline owned two parcels of land between Carousel Center and West Hiawatha Boulevard, east of the Amerada Hess Property. The central portion of the Phase I Site lies on the former Buckeye Pipeline Property. The Buckeye property was used for the storage of petroleum product in a large bulk-storage tank and was decommissioned as a petroleum storage facility circa 1989. An above-ground storage tank was also removed from the property at this time. VOC contaminated soil associated with, or attributed to the contamination on the adjacent Clark Property, was excavated and moved to the secure storage cell during construction of Carousel Center.

1.4 CURRENT PHASE I SITE USES

The Phase I Site was most recently used for Carousel Center parking, vehicle driveways, and pedestrian walkways into the Carousel Center building. Site work has commenced on the first phase of the Destiny project.

As indicated in its letters dated June 19, 2008, July 2, 2008 and July 11, 2008, the Developer notified NYSDEC of the anticipated Phase I Site activities and that under the circumstances, it had no option but to comply with the BCP process concurrent with construction. Construction of the expansion is currently ongoing.

1.5 SUMMARY OF ENVIRONMENTAL CONDITIONS

1.5.1 Current Soil Conditions

The following sections summarize the current Phase I Site soil conditions. Contaminants identified within the soils on the Phase I Site include metals, VOCs, SVOCs, and PCBs, as described below. Complete summaries of current soil and groundwater conditions are available in the Phase I Remedial Investigation Report dated March 2009.

Target Analyte List (TAL) Metals in Subsurface Soil

Nine metals: arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel and zinc were detected at concentrations exceeding the BCP regulatory standards, 6 NYCRR Part 375.

Several additional detections of TAL metals; including aluminum, antimony, beryllium, calcium, cobalt, iron, magnesium, manganese, potassium, selenium, silver, sodium, thallium, and vanadium were also reported in the subsurface Phase I soil samples. Metals were identified in soils across the Phase I Site at depths ranging from 2- 13 feet below ground surface (bgs).

Volatle Organic Compounds (VOCs) in Subsurface Soil

Three VOCs: m&p- xylenes, vinyl chloride and acetone were reported exceeding the BCP regulatory standards. M&p- xylenes and vinyl chloride were reported at soil sample location 2008-2 at a depth of 6-8 ft bgs at concentrations of 260 ppb and 20 ppb, above the regulatory standard. Acetone was reported at soil sample locations 2008-19 7'-9' (120 ppb), 2008-20 9'-11' (110 ppb) and 2008-21 9'-11' (140 ppb) and above the regulatory standard of 50 ppb.

Additionally, sixteen additional VOCs; 1,2,4-Trichlorobenzene, 1,2,4-Trimethylbenzene, 1,2-Dichlorobenzene, 2-Isopropyltoluene, cis-1,2-dichloroethene, ethylbenzene, methyl ethyl ketone-MEK (2-butanone), n-butylbenzene, n-propylbenzene, naphthalene, o-xylene, p-isopropyltoluene, sec-butylbenzene, toluene, total xylenes, and trichloroethene were detected across eighteen (18) of the twenty (20) soil samples collected during the Phase I RI. Although detections of these constituents were below the BCP regulatory standards they are widespread across the Phase I Site and are present between depths of 2- 13 feet bgs in varying degrees.

Semi-volatile Organic Compounds (SVOCs) in Subsurface Soil

Nine SVOCs: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(ghi)perylene, benzo(k)fluoranthene, chrysene, dibenz(a,h)anthracene, indeno(1,2,3-cd)pyrene, naphthalene, and phenol were detected above the regulatory standards set forth in 6 NYCRR Part 375.

Fifteen additional SVOCs: 2-methylnaphthalene, acenaphthene, anthracene, benzo (g,h,i) perylene, benzyl butyl phthalate, bis (2-ethylhexyl) phthalate, carbozole, di-n-butylphthalate, dibenzofuran, fluoranthene, fluorene, phenanthrene, phenol, pyrene, and 3,3'-dichlorobenzidine were detected across sixteen (16) of the twenty (20) soil samples collected during the Phase I Site Investigation. Although detections of these constituents were below the BCP regulatory standards, they are widespread across the Phase I Site and are present between depths of 2- 13 feet bgs in varying degrees.

Polychlorinated Biphenyls (PCBs) in Subsurface Soil

PCBs were detected at RI soil sample locations 2008-2 (6'-7', 2,400 ppb), 2008-3 (4'-6', 460 ppb), 2008-4 (10'-12', 960 ppb), 2008-6 (6'-8', 1,700 ppb), 2008-7 (6'-8', 5,200 ppb), 2008-9 (8'-10', 1,600 ppb), 2008-10 (8'-10', 1,000 ppb), 2008-12 (6'-8', 3,100 ppb), 2008-13 (6'-8', 1,000 ppb), 2008-15 (6'-8', 1,600 ppb), 2008-17 (11'-13', 136 ppb), 2008-18 (11'-13', 630 ppb), 2008-19 (7'-9', 1,490 ppb), 2008-20 (9'-11', 1,300 ppb) and 2008-21 (9'-11', 480 ppb), during the RI. These concentrations of total PCBs are each above the regulatory standard of 100 ppb. All other PCB soil sample locations were non-detect and below the 100 ppb standard.

Dissolved Metals

Dissolved metals analysis indicates four TAL Metals; barium, iron, manganese, and sodium at concentrations above 6 NYCRR Part 703 Water Quality Standards during the Phase I RI.

Dissolved barium was detected above the 6 NYCRR Part 703 Water Quality Standard of 1,000 ppb at monitoring well 2008-17 (1,410 ppb) and the duplicate sample collected from 2008-17 (1,250 ppb) during the Phase I RI.

Dissolved iron was reported above the 6 NYCRR Part 703 Water Quality Standard of 300 ppb at monitoring wells 2008-17 (1,040 ppb/ Duplicate-1,030 ppb), 2008-21 (600 ppb), and MW-7 (480 ppb) during the Phase I RI.

Dissolved manganese was reported above the 6 NYCRR Part 703 Water Quality Standard of 300 ppb at monitoring wells 2008-17 (559 ppb/Duplicate-554 ppb) and MW-7 (350 ppb) during the Phase I RI.

Dissolved sodium was reported above the 6 NYCRR Part 703 Water Quality Standard of 20,000 ppb at monitoring wells 2008-17 (5,380,000 ppb/Duplicate- 5,510,000 ppb), 2008-21 (410,000 ppb), and MW-7 (20,300,000 ppb) during the Phase I RI.

Five additional dissolved metals; aluminum, calcium, magnesium, and potassium were noted in each of the groundwater samples collected, but at concentrations below their applicable 6 NYCRR Part 703 Water Quality Standards.

Volatle Organic Compounds (VOCs) in Groundwater

The laboratory results indicated six VOCs in site groundwater during the RI.

Two exceedances of the 6 NYCRR Part 703 Water Quality Standards were reported at monitoring well 2008-21. Benzene was reported at (3.7 ppb) and above the applicable 6 NYCRR Part 703 Water Quality Standard of 1 ppb. Chlorobenzene was reported at (40 ppb) and above the applicable 6 NYCRR Part 703 Water Quality Standard of 5 ppb.

Four additional VOCs: 1,4-dichlorobenzene, 4-Methyl-2-pentanone (MIBK), acetone, and vinyl chloride were noted in the groundwater samples collected during the RI, but at concentrations below their applicable 6 NYCRR Part 703 Water Quality Standards. No additional VOCs were reported in any of the groundwater samples collected during the Phase I RI.

Based on the soil analytical results obtained during the RI, it is apparent that PCBs are widespread across the Phase I Site and are present between depths of 2- 13 feet bgs in varying degrees.

1.5.2 Current Groundwater Conditions

The Remedial Investigation included collection of three groundwater samples from two newly installed and one existing monitoring well. The following sections summarize the Phase I Site groundwater conditions.

Target Analyte List (TAL) Metals in Groundwater

Total Metals

Total metals analysis indicates six TAL Metals; barium, chromium, copper, lead, manganese and sodium at concentrations above 6 NYCRR Part 703 Water Quality Standards during the Phase I RI.

Barium was detected above the 6 NYCRR Part 703 Water Quality Standard of 1,000 ppb at monitoring well 2008-17 (1,240 ppb) and the duplicate sample collected from 2008-17 (1,250 ppb) during the Phase I RI.

Chromium was detected above the 6 NYCRR Part 703 Water Quality Standard of 50 ppb at monitoring well 2008-21 (320 ppb) during the Phase I RI.

Copper was reported above the 6 NYCRR Part 703 Water Quality Standard of 200 ppb at monitoring well MW-7 (370 ppb) during the Phase I RI.

Iron was reported above the 6 NYCRR Part 703 Water Quality Standard of 300 ppb at monitoring wells 2008-17 (1,300 ppb; Duplicate-1,350 ppb), 2008-21 (720 ppb), and MW-7 (50,900 ppb) during the Phase I RI.

Manganese was reported above the 6 NYCRR Part 703 Water Quality Standard of 300 ppb at monitoring wells 2008-17 (503 ppb-Duplicate-509 ppb) and MW-7 (1,040 ppb) during the Phase I RI.

Sodium was reported above the 6 NYCRR Part 703 Water Quality Standard of 20,000 ppb at monitoring wells 2008-17 (4,710,000 ppb/Duplicate- 4,960,000 ppb), 2008-21 (421,000 ppb), and MW-7 (18,700,000 ppb) during the Phase I RI.

Five additional metals; aluminum, calcium, magnesium, potassium, and zinc were noted in each of the groundwater samples collected, but at concentrations below their applicable 6 NYCRR Part 703 Water Quality Standards.

Semi-volatile Organic Compounds (SVOCs) in Groundwater

One SVOC was detected in monitoring well MW-7 during the RI. Bis (2-ethylhexyl) phthalate was reported at 56 ppb and above the applicable 6 NYCRR Part 703 Water Quality Standard of 5 ppb.

All other SVOCs concentrations were reported as non-detect during the Phase I RI.

Polychlorinated Biphenyls(PCBs) in Groundwater

Groundwater analytical testing for PCBs did not indicate PCBs in any of the groundwater samples collected during the Phase I RI.

Groundwater pH Results

Laboratory analytical testing for pH indicates that site groundwater has a pH ranging from 7.46 to 8.57 pH units. Measurements recorded in the field during groundwater sampling indicated a range between 7.25 and 8.66 pH units.

1.5.3 Current Soil Vapor Conditions

Volatle Organic Compounds (VOCs) in Soil Vapor

Site investigations have identified nineteen compounds above laboratory detection limits across the six soil vapor samples collected; fifteen of which are above the background values (75th percentile) published by NYSDOH. Elevated concentrations of vinyl chloride, acetone, trichlorofluoromethane, 1,1-dichloroethene, 1,1,2-trichloro 1,2,2-trifluoroethane, carbon disulfide, trans-1,2-dichloroethene, 1,1-dichloroethane, 2-butanone (MEK), cis-1,2-dichloroethene, chloroform, benzene, trichloroethene (TCE), toluene, tetrachloroethene (PCE), chlorobenzene, ethylbenzene, m&p-xylene, and o-xylene were identified above background values published by NYSDOH across the six vapor sample locations.

Additionally, elevated concentrations of TCE at vapor points VP-1, VP-3, VP-4, VP-5 and VP-6 exceed the NYSDOH AGVs of 5 ug/m3. Table 19, "Phase I Site Remedial Investigation Soil Vapor and Ambient Analytical Results", and Figure 17, "Phase I Site NYSDOH VOC Soil Vapor Results Map" presented in the Phase I Remedial Investigation Report, denote sample locations with elevated VOC concentrations in exceedance of NYSDOH AGVs and expected (75th percentile) background values published by NYSDOH.

TCE was detected at a concentration of 25 ug/m3 (VP-1), 8.3 ug/m3 (VP-3), 660 ug/m3 (VP-4), 19 ug/m3 at (VP-5) and 27 ug/m3 at VP-6, which exceeds the AGV of 5 ug/m3. Concentrations of TCE detected could require mitigation dependent on indoor air concentrations according to

decision Matrices 1 and 2 published in the NYSDOH Final Guidance for Evaluating Soil Vapor Intrusion in the State of New York, dated October 2006.

1.6 REMEDIAL ACTION OBJECTIVES (RAOs)

Remedial action objectives are goals developed for the protection of human health and the environment. Identifying these objectives requires an assessment of the contaminants and media of concern, potential migration pathways, exposure routes and potential receptors. Typically, remediation goals are established based on standards, criteria and guidelines (SCGs) to protect human health and the environment.

The RAOs for this Phase I RWP include:

- Utilization of a remedy that is fully protective of public health and the environment;
- Protect on-site workers and the surrounding community from exposure to site-related contaminants both during construction and after the implementation of the remedy;
- Establish procedures for the proper management and disposal of soil, water and other wastes that would be generated as part of the implementation of the remedy;
- Establish procedures associated with the operation and maintenance of any expansions in connection with the Destiny project to reduce the potential for future exposure of workers and the community to site-related contaminants;
- NYSDEC and NYSDOH regulatory standards and guidelines were used to evaluate the soil, soil vapor, and groundwater quality and assess remedial alternatives; and
- Other Applicable Guidance.

1.7 CONTEMPLATED END USE AND SELECTION OF CLEANUP TRACK

The Phase I Site is part of the Destiny project, a project that is anticipated to be operated as a unique development that will include major research, retail, entertainment, dining, hospitality, and tourism facilities. Site work has commenced and is currently ongoing on the first phase of the Destiny project, which includes the 800,000+ square foot building expansion of the existing Carousel Center. The anticipated ground floor use includes commercial retail space with parking on the surrounding land. Subsurface uses or activities at the Phase I Site (to a depth of approximately 15 feet below the ground surface) include installation of a concrete slab building

2.0 REMEDIAL ALTERNATIVES EVALUATION

2.1 INTRODUCTION

The section provides an evaluation of remedial alternatives for the Phase I Site to demonstrate how the selected remedy best meets the various criteria outlined by 6 NYCRR Part 375 and ECL Article 27 Title 14, including protection of public health and the environment.

Four alternatives were evaluated, including:

- Alternative 1 – No-Action
- Alternative 2 – In-Situ Soil Treatment with Excavation (Track 2)
- Alternative 3 – Excavation – On/Off-Site Disposal (Track 1)
- Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control, (Track 4)

2.2 POTENTIAL THREAT TO PUBLIC HEALTH AND THE ENVIRONMENT

A qualitative exposure assessment was performed and was previously included in Section 8.0 of the Phase I RIR. Soil contamination as well as contaminants in other media, were considered. The assessment evaluated current and foreseeable exposure pathways for the Phase I Site, including human and wildlife exposure potential, i.e. dermal contact with soil, surface water, and groundwater; ingestion of soil, surface water and groundwater; and inhalation of particulate matter and chemical vapors. These potential exposures were evaluated in the development of remedial alternatives and addressed in the alternatives analysis herein.

2.3 LAND USE

The Phase I Site is anticipated to be operated as a unique development that will include major research, retail, entertainment, dining, hospitality, and tourism facilities. Detailed information about the history of the Phase I Site and its surroundings is provided in the Phase I RIR and Phase I RWP. In assessing the reasonable certainty of these anticipated land uses, we have evaluated the regulatory factors, including but not limited to, the factors set forth in 375-1.8(f)(9) et seq.

2.3.1 Current Use/Historical and/or Recent Development Patterns

As discussed more fully in Section 1.4 of the Phase I RIR, the Phase I Site was most recently used for Carousel Center parking, vehicle driveways, and pedestrian walkways into the Carousel Center building (See Figure 5 "Existing Topography"). Site work at the Phase I Site is currently underway. In line with current development patterns, the Phase I Site construction is a part of a

foundation, pile caps, and required utility corridors. Construction of the expansion is currently ongoing.

Spectra has concluded that a Track 4 Restricted (Commercial) use cleanup utilizing engineering controls as described herein meets the RAOs.

major development anticipated to transform this previously underutilized industrial area into a major research, retail, entertainment, dining, hospitality, and tourism venue.

2.3.2 Applicable Zoning Laws and Maps

The Destiny project is a permitted use pursuant to the Syracuse zoning rules and regulations. See City of Syracuse Zoning Ordinance, B-IX-6(6).

2.3.3 Brownfield Opportunity Areas

There are currently no established Brownfield Opportunity Areas in or near the Phase I Site.

2.3.4 Applicable Comprehensive Community Master Plans

The Destiny project, including the Phase I Site is consistent with and supports the goals of the existing City of Syracuse Comprehensive Plan 2025. The City of Syracuse Comprehensive Plan 2025 recognizes that this area is a destination for retail, entertainment, recreation, and regional transportation and that there are ongoing plans for even more retail travel and entertainment opportunities as well as recreation adventures through the proposed new Destiny USA resort center. See City of Syracuse Comprehensive Plan 2025, Page 18. There are no local waterfront revitalization plans or other applicable land use plans.

2.3.5 Proximity to Residential and Other Uses

A description of the Phase I Site and surrounding features is found in the Phase I RIR at Section 1.2. Additionally, the nearest urban residences are separated by Interstate 81 and are located approximately 0.5 miles away. The nearest recreational facilities are those associated with the surface water features Onondaga Lake, located 0.6 miles from the Phase I Site. The Carousel Center is a commercial and recreational use immediately adjacent to the Phase I Site.

2.3.6 Public Comment

To date, no public comments have been received associated with the Citizen Participation Plan.

2.3.7 Environmental Justice

As noted in prior submittals, there are no low-income minority communities on or in immediate proximity to the Phase I Site. Further, the prior and historic use of the Phase I Site and its surroundings has been commercial and industrial. Therefore, the proposed use is not reasonably expected to cause or increase a disproportionate burden on the community where the Phase I Site is located.

2.3.8 Federal or State Land Use Designations

No Federal or State Land Use Designations have been identified on the Phase I Site.

2.3.9 Population Growth Patterns and Projections

Syracuse is considered a major metropolitan area according to the 2000 census. Onondaga County exhibited a -3% change in population between 1990 and 2000. The Destiny project is anticipated to transform the previously underutilized Phase I Site and its surroundings into a major research, retail, entertainment, dining, hospitality, and tourism venue. This much needed project will provide the stimulus necessary to reverse the decreasing population trend identified in the 2000 census.

2.3.10 Accessibility to Existing Infrastructure

The Phase I Site currently has full access to the required utilities and transportation network. The electric, natural gas, water and sewer utilities are currently connected to and service Carousel Center, which is adjacent to the Phase I Site. Specific connections, and necessary environmentally-sensitive and beneficial upgrades, have been made and are continuing in accordance with all required laws and regulations. For example, some additional water requirements necessary for the expanded Carousel Center will be provided by the designed rain-harvest collection system.

An extensive public transportation system is in place to accommodate the additional anticipated traffic to the Phase I Site, including but not limited to I-81 and I-690.

2.3.11 Proximity to Important Cultural Resources

The Phase I Site is not wholly or partially included within an identified archeologically-sensitive area. The Phase I Site does not involve nor is it substantially contiguous to a property listed or recommended for listing on the New York State or National registers of historic places. No known heritage or native-American religious sites are located on or in close proximity to the Phase I Site.

2.3.12 Natural Resources

The Phase I Site is approximately 1400 feet from Onondaga Lake and 0.6 miles from the Onondaga Lake Park. The New York State Barge Canal is located approximately 900 feet from the Phase I Site. As discussed in the Determination of Significant Threat Assessment submitted to NYSDEC, dated April 24, 2009, there are no wetlands or critical habitats of threatened or endangered species at or adjacent to the Phase I Site. There are no wildlife refuges on or near the Phase I Site.

At the Phase I Site, the contaminants of concern (COCs) include volatile organic compounds (VOCs), semi-volatile organic constituents (SVOCs), PCBs, and metals. In-situ injection of nutrients/chemicals would potentially accelerate the remediation of the VOCs and some of the SVOC contaminants. This treatment approach typically demands multiple injections/applications and the injection points would have to remain available over time. Periodic sampling is also required to assess the effectiveness of the operation.

In-situ treatment of metals, PCBs and recalcitrant SVOCs is more problematic. These compounds do not readily respond to vapor Control or nutrient/chemical reaction. An in-situ flushing process could be possibly used for these types of contaminants. However, inhomogeneous soils in the subsurface could result in non-uniform contaminant removal with residuals left in place. Additionally, soil flushing agents mixed with groundwater and contaminants can form emulsions that are extremely difficult to treat when they are pumped from the ground. Without extensive field pilot studies, it is highly uncertain as to whether this alternative could achieve Track 2 Objectives.

The existing Phase I Site profile has ground elevations in the vicinity of Hiawatha Boulevard rising as high as sixteen feet above and tapering down to a final subgrade level. To bring the surrounding grade even with the existing Carousel Center floor level will result in the excavation and removal of 88,000 cubic yards of material.

2.4.3 Alternative 3 – Excavation – On/Off-Site Disposal

Excavation of the entire Phase I Site footprint (approximately 388,000 cu. yd.) down to a depth of 20 feet below the proposed building floor elevation would remove all the contaminants to a level to support an unrestricted land use designation. Worker exposure to COCs is at its highest during the excavation period. Excavation methods will have to accommodate hours of business operation to minimize public exposure. This would most likely extend the excavation period.

There are several options available for disposal of excavated material. Disposal can take place off-site at a permitted facility, stockpiled on-site within the boundaries of Oil City or a combination of both.

Disposal off-site would remove the COCs from the property and thereby eliminate any future risk of exposure to human health or the environment. Stockpiling on-site would temporarily place the material at a location on the Oil City property where exposure would be eliminated by instituting temporary engineering controls until such time as a final characterization can be made.

2.3.13 Potential Vulnerability of Groundwater

No significant migration of contaminants in groundwater is anticipated from the Phase I Site due to the existing hydraulic controls, slurry wall barrier and treatment systems that exist on and around the Phase I Site. In addition, there are no wellhead protection areas or groundwater recharge areas for potable sources on or in close proximity to the Phase I Site.

2.3.14 Proximity to Flood Plains

The FEMA Flood Insurance Rate Map indicates that an A6 flood hazard area (areas with a 1% annual chance of flooding and 26% chance of flooding over the life of a 30 year mortgage) extends onto the former Hess property. However, it should be noted that the effective date of the FEMA map is May 3, 1982. Since that time, field activities map, including the grading and construction activities at the Carousel Center have modified (i.e. increased) the grade elevation at and near the Phase I Site.

2.3.15 Geography and Geology

See sections 1 and 4 of the Phase I RIR for a detailed discussion of these topics. Figure 5 "Existing Topography" presents the existing topography of the Phase I Site.

2.3.16 Current Institutional Controls

There are no existing institutional controls applicable to the Phase I Site.

2.4 DESCRIPTION OF REMEDIAL ALTERNATIVES

2.4.1 Alternative 1 – No-Action

A "No-Action" alternative is not considered a viable option because it would not meet the RAOs of the project. Specifically it would neither reduce nor eliminate the contaminant mass or reduce the potential threat to the public health and the environment.

2.4.2 Alternative 2 – In-Situ Soil Treatment with Excavation

In-situ treatment of contaminated soils is a viable alternative if the site contaminants and conditions are conducive to the treatment process. This includes not only the contaminant response to vapor control or nutrient and/or chemical injection, but also the ability to operate, maintain and monitor the effectiveness of the treatment.

In-situ soil treatment programs can also come in the form of "one-shot" applications. As subsurface soils become exposed through excavation, soil enhancers and/or biotreatment solutions may be added on a one time basis to accelerate contaminant attenuation.

2.4.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

To address the contaminated soil below the building level and mitigate any potential exposure from subsurface contamination, this alternative involves the installation of a combined capping, vapor barrier and vapor control system across the entire footprint of the Phase I Site. The system consists of a network of slotted PVC piping manifolded together and forming multiple galleries and extraction points to collect subsurface vapors. The piping network is covered by a polyethylene sheeted vapor barrier to trap subsurface vapors beneath the concrete floor slab. The concrete floor is poured over the barrier/pipe network and acts as a cap for the entire Phase I Site. The vapors are collected from several pre-constructed extraction points and, if emission levels allow, discharged to the atmosphere above the roofline. If emission levels exceed allowable levels, vapor phase treatment can be included.

This alternative also includes excavating 88,000 cubic yards of soil down to the subgrade (horizontal) level below the existing ground level of the Carousel Mall. Without this excavation, the vertical outside walls of the new building would remain in direct contact with contaminated fill that could be a potential source of vapor intrusion. By removing this "wedge" of soil, a vapor control system for the vertical outside walls, which would be difficult to construct, is not required. This approach allows Track 4 objectives to be satisfied.

2.5 GROUNDWATER PROTECTION

Groundwater contamination is addressed through the activities contained in the selected alternative (i.e. soil excavation, and capping). Soil excavation should improve groundwater quality to some extent and capping prevents infiltration of stormwater through remaining soils located underneath the Phase I Site, further reducing leaching of contaminants.

In conjunction with these activities, groundwater contaminants are currently, and will continue to be contained below the surface of the Phase I Site boundaries through various engineering control measures that restrict dermal contact, inhalation, and ingestion. Groundwater contaminants are currently being treated downgradient of the Phase I Site. These measures include the following:

- a) The existing Amerada Hess groundwater collection trench located downgradient of the Phase I Site collects and treats potentially migrating contaminants before they could migrate to off-site locations (See Figure 4 "Existing Hydraulic Controls Plan");

- b) The existing groundwater data collected from the down-gradient Amerada Hess collection trench shows area groundwater to be only moderately impacted with petroleum constituents;
- c) The presence of the existing slurry wall around the current Carousel Center is expected to limit groundwater flow across the Phase I Site (See Figure 4 "Existing Hydraulic Controls Plan");
- d) Existing Carousel Center foundation wells continuously pump and treat Phase I Site groundwater through an on-site wastewater collection and treatment system prior to discharge through a NYSDEC issued SPDES permit. The foundation pumping system is expected to create a hydraulic gradient towards foundation well intakes further limiting any threat of offsite migration of contaminants through groundwater (See Figure 4 "Existing Hydraulic Controls Plan"); and
- e) The existing collection trench, slurrywall, and Carousel Center foundation wells are controlling groundwater migration at the Phase I Site. These hydraulic control measures effectively treat and contain groundwater contamination regardless of whether it originates on the Phase I Site or elsewhere.

The groundwater protection decision making factors set forth at 375-1.8(d)(4) have already been addressed because of the effective hydraulic controls currently in existence. In addition, the community is not exposed to nor does it require any access to groundwater beneath the Phase I Site because of the existing municipal water supply system.

2.6 REMEDY SELECTION FACTORS

The alternatives described in Section 2.2 have been evaluated against the following remedy selection factors consistent with the NYSDEC BCP.

a) Conformance to Standards, Criteria and Guidance (SCGs)

These criteria evaluate the alternatives against the federal and New York State legal and engineering standards identified for the Phase I Site. This evaluation also considers the RAOs developed for the Phase I Site as identified in Section 1.6. These standards are considered a minimum performance specification for each remedial alternative under consideration, and include, but are not limited to, the Brownfields law, all applicable regulations and guidance.

destruction of contaminants, treatment of the contaminants or merely removal of contaminants for disposal elsewhere. Reduction of the mobility of the contaminants at the site is also considered in this evaluation.

f) Implementability

Evaluation of implementability examines the difficulty associated with the installation and/or operation of each alternative on-site and the proven or perceived reliability with which an alternative can achieve performance goals. The evaluation examines the potential need for future remedial action, the level of oversight required by regulatory agencies, the availability of certain technology resources required by each alternative and community acceptance of the alternative.

g) Cost Effectiveness

Cost evaluations presented in this document estimate the capital, and operation, monitoring and maintenance (OM&M) costs associated with each remedial alternative. From these estimates, a total present worth for each option is determined.

h) Community Acceptance

Community acceptance evaluates the technical and administrative issues and concerns that the community may have regarding each of the alternatives. Community acceptance will be gauged through the 45 day statutorily required public comment period for the Phase I RWP. Public comments will be considered and incorporated into the final approved Phase I RWP, upon the completion of the public comment period.

i) Land Use

Evaluation of land use examines whether the alternative is suitable for the site, based on current and future use of the site and its surrounding factors, such as:

- zoning;
- any applicable comprehensive community master plans or land use plans;
- surrounding property uses;
- citizen participation;
- environmental justice concerns;
- land use designations;
- population growth patterns;
- accessibility to existing infrastructure;
- proximity to cultural resources;

b) Overall Protectiveness of Public Health and the Environment

Protection of public health and the environment is evaluated on the basis of estimated reductions in the potential for both human and environmental exposure to contaminants for each remedial alternative. The evaluation focuses on whether a specific alternative achieves adequate protection under the conditions of the site's future use and how site risks are eliminated, reduced or controlled through treatment, engineering or institutional controls. An integral part of this evaluation is an assessment of long-term residual risks to be expected post-construction of the remedy. Evaluation of the public health and environmental protection factor is generally based on the findings of the exposure assessment and other data as set forth in the Phase I RIR.

c) Short-term Effectiveness and Impacts

Evaluation of short-term effectiveness and impacts of each alternative examines health and environmental risks likely to exist during the implementation of a particular remedial alternative. Principal factors for consideration include the expediency with which a particular alternative can be completed, potential impacts on the nearby community, on-site workers and environment, and mitigation measures for short-term risks required by a given alternative during the necessary implementation period.

d) Long-Term Effectiveness and Permanence

Examination of long-term impacts and effectiveness for each alternative requires an estimation of the degree of permanence afforded by each alternative. To this end, the anticipated service life of each alternative must be estimated, together with the estimated quantity and characterization of residual contamination remaining on-site at the end of this service life. The magnitude of residual risks must also be considered in terms of the amount and concentrations of contaminants remaining following implementation of a remedial action, considering the persistence, toxicity and mobility of these contaminants, and their propensity to bioaccumulate. This evaluation also includes the adequacy and reliability of controls required for the alternative, if required.

e) Reduction in Toxicity, Mobility and/or Volume of Contamination

Reduction in toxicity, mobility and/or volume of contamination is evaluated on the basis of the estimated quantity of contamination treated or destroyed, together with the estimated quantity of waste materials produced by the treatment process itself. Furthermore, this evaluation considers whether a particular alternative would achieve the irreversible

- proximity to natural resources;
- off-site groundwater impacts;
- proximity to floodplains;
- geography and geology of the site; and
- current institutional controls.

The following sections provide a more detailed description of the remedial alternatives.

2.7 COMPARATIVE ANALYSIS OF REMEDIAL ALTERNATIVES

The following comparative analysis discusses the advantages and disadvantages of each alternative relative to each other and with respect to the nine selection factor criteria discussed above.

2.8 OVERALL PROTECTIVENESS OF PUBLIC HEALTH AND THE ENVIRONMENT

2.8.1 Alternative 1 – No-Action

A no-action alternative would provide no source removal or mitigation of the existing contamination identified in the subsurface soils. Construction and use of the Phase I expansion above these soils without implementing any mitigating measures can present a potential health risk to employees and patrons of the new facility. This risk is inconsistent with the RAOs and should not be considered a viable option.

2.8.2 Alternative 2 – In-Situ Soil Treatment with Excavation

In-situ treatment of subsurface contaminants presents an operational challenge. In-situ soil treatment systems require permeable soils and, depending on the methodology employed, could typically take months or longer to produce measurable results. In-situ treatments come in three primary forms; biological, chemical, or mechanical. Chemical/Biological treatment systems typically address organic contaminants and require the appropriate solutions be delivered so they contact all subsurface areas of contamination. It also requires the treatment system be monitored and maintained for extended periods. Effectively designed systems can protect public health and the environment, and can be implemented. Biological systems will generally take longer time periods to complete. Chemical-induced systems, (e.g., ozone, peroxide, etc.), usually entail higher initial capital cost but can be completed in a shorter time.

Mechanical systems, (e.g., soil flushing), are used to address inorganic contaminants such as metals and PCBs. Flushing systems have high upfront costs as they are usually accompanied by groundwater pump and treat systems to collect the flushed contaminant.

This alternative would be accompanied by the excavation and removal of 88,000 cubic yards of material currently above the new building's subgrade level. The material would be removed to bring the surrounding grade even with the existing building.

2.8.3 Alternative 3 – Excavation – On/Off-Site Disposal

This alternative would result in an unrestricted land use. The foundation excavation would be dug 20 feet below the final grade to remove all contaminated material. The soil would be either, disposed at a permitted landfill or stockpiled and/or treated on site in accordance with applicable legal requirements. Exposure to workers could occur during excavation but it would be short term and proper worker protection would mitigate potential impacts.

This option, while protective, is also the most costly. The approximately 450,000 sq. ft. footprint, if dug down to a depth of 20 feet, plus the removal of the surrounding grade to match the final elevations, would result in approximately 388,000 cu. yds. of material being excavated and disposed.

2.8.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

This alternative utilizes a combination of removal and mitigation technology to protect the public health and the environment. The profile of the existing site rises to an elevation as high as sixteen (16) feet above the existing building floor level. This alternative includes removing 88,000 cubic yards of soil, down to the existing building subgrade level.

To further mitigate the potential for exposure from the subsurface contaminants, this alternative provides for the installation of a vapor barrier with an accompanying active vapor control system. The barrier prevents vapors from reaching the surface while the vapor control system collects and transports any accumulated vapors from beneath the barrier to discharge above the roof level. If vapor concentrations exceed allowable emission standards, vapor phase treatment can easily be implemented. The Phase I RWP includes covering the vapor barrier with a 15-inch concrete foundation slab.

2.9 COMPLIANCE WITH STANDARDS, CRITERIA, AND GUIDANCE (SCGs)

2.9.1 Alternative 1 – No-Action

A no-action alternative would allow existing contamination to remain in the soil. Since the levels of contamination exceed SCGs, and without any mitigating measures, this alternative is determined not to be a viable option.

2.10.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

Short-term exposure of workers to contaminated material is a risk created by removal of the soil. Installation of a vapor barrier and vapor control system eliminates the potential for vapor migration immediately upon construction completion. While SCGs will not be met beneath the Phase I Site, exposure to contaminants will be eliminated.

2.11 LONG-TERM EFFECTIVENESS AND PERMANENCE

2.11.1 Alternative 1 – No-Action

A no action alternative would provide no achievement of SCGs and presents the most problematic exposure opportunities over the long term.

2.11.2 Alternative 2 – In-Situ Soil Treatment with Excavation

If successful, in-situ soil biotreatment can result in an effective long-term treatment option for some organic contaminants. The metals and PCB contamination would require a different type of treatment program. In-situ treatment programs will require several applications over time to achieve compliance. Construction scheduling may be an issue. Once the floor slab required for the Phase I expansion is constructed, it is very difficult to monitor the progress of in-situ soil treatment and maintain its effectiveness.

After treatment, the concrete floor slab would serve as a physical barrier and eliminate direct exposure to patrons of the facility.

2.11.3 Alternative 3 – Excavation – On/Off-Site Disposal

Offsite disposal presents an effective long term and permanent option. Removal of contaminated soil to a permitted facility will effectively eliminate the source material to a depth of 20 ft bgs. Excavation with on site disposal would also permanently eliminate contaminants from the source area but may transfer the contaminated soil to another location.

2.11.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

Partial excavation, in connection with a vapor control system and concrete foundation barrier provides a highly effective long term solution. A properly maintained vapor control system and cap eliminates any potential exposure and results in an effective long term solution.

2.9.2 Alternative 2 – In-Situ Soil Treatment with Excavation

SCGs can be achieved for the organic contaminants by using biological in-situ treatment, however biological treatment will have little (if any) effect on metals, PCBs and some SVOCs. To address these contaminants, a mechanical method such as in-situ flushing would have to be combined with the biological treatment. It is not certain that these technologies have the capability to achieve the SCGs.

2.9.3 Alternative 3 – Excavation – On/Off-Site Disposal

This option provides for complete removal of all contaminants in the soil to a depth of 20 feet bgs and consequently assures compliance with soil SCGs. While not directly treated, and assuming no additional contamination, groundwater quality over time may improve. Off-site disposal will be very expensive and on-site treatment is problematic and very costly.

2.9.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

This alternative, which includes installation of a vapor barrier, and cap, achieves SCGs for soils above the building level and mitigates exposure to subsurface contaminants.

2.10 SHORT-TERM EFFECTIVENESS AND IMPACTS

2.10.1 Alternative 1 – No-Action

There is no short term effectiveness as this option allows contamination to remain. Any impact remains because no remedial action is taken.

2.10.2 Alternative 2 – In-Situ Soil Treatment with Excavation

Given that most biological in-situ treatments take anywhere from months to years, this alternative is expected to provide little short-term effectiveness. Chemical oxidation may achieve SCGs for organic contaminants over a shorter period of time and would result in a significant reduction in contaminant concentrations. Metals and PCBs would still be available and soil flushing would have to be employed to address inorganic contamination.

2.10.3 Alternative 3 – Excavation – On/Off-Site Disposal

While excavation and disposal of the contaminated area to a depth of 20 ft bgs provides short term effectiveness, open excavation of the subsurface contaminated soils exposes workers to contaminants from dust and direct contact. A complete excavation to 20 feet below grade level could impact the existing building substructure of the Carousel Center and compromise stability.

2.12 REDUCTION OF TOXICITY, MOBILITY AND/OR VOLUME WITH TREATMENT

2.12.1 Alternative 1 – No-Action

Given that all the identified contaminant material would remain in place, a no-action alternative would have no impact on the reduction, volume, or mobility of the contamination present in the subsurface soil within the footprint of the Phase I expansion.

2.12.2 Alternative 2 – In-Situ Soil Treatment with Excavation

If successful, in-situ soil treatment would reduce the concentration, mobility and volume of the organic contaminants. Incorporating a physical methodology such as soil flushing to address metals and PCBs would increase the mobility of contaminants and make them available for collection and disposal.

2.12.3 Alternative 3 – Excavation – On/Off-Site Disposal

Toxicity, mobility, and contaminant volume would be reduced to the lowest level by physically removing approximately 388,000 cu. Yd. of contaminated material from the site.

2.12.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

This alternative significantly reduces toxicity, mobility, and contaminant concentrations due to the excavation of approximately 88,000 cubic yards of material including the material above the level of the existing concrete foundation. The vapor barrier and the vapor control system increases vapor mobility under a controlled environment and provide a dedicated and controlled pathway for removal.

2.13 IMPLEMENTABILITY

2.13.1 Alternative 1 – No-Action

Not Applicable

2.13.2 Alternative 2 – In-Situ Soil Treatment with Excavation

Depending on the treatment selected, implementability can be a significant problem for in-situ treatment at this site. All of the in-situ technologies for organic and inorganic contaminants would require some form of injection of a solution to enhance removal. In addition, these solutions must reach every zone of contamination to be effective which is highly unlikely to be achieved. Given the size of the Phase I site footprint (over 450,000 sq. ft), it would be a significant task to deliver the necessary mixtures. These technologies typically require more than

one application which could take approximately 12-18 months to complete. This remedial alternative is not feasible given the existing project constraints.

2.13.3 Alternative 3 – Excavation – On/Off-Site Disposal

The presence of a slurry wall around the existing Carousel Center may compromise this alternative. The slurry wall extends longitudinally through the proposed area of excavation. Assuming that breaching this wall of bentonite slurry is not acceptable, excavation without affecting the wall may not be feasible. Excavating to depths of 20 ft is also complicated by the existence of groundwater, which occurs at depths of 8-10 ft. Significant dewatering and perhaps installation of sheet pile will be required.

With approximately 388,000 cubic yards of material, the logistics of such an operation would be formidable and disposition of that amount of material may not be feasible. The material would be considered contaminated so on-site storage would have to accommodate that designation. There would also have to be available space for such a large quantity. Offsite disposal at a regulated facility may also be problematic as upwards of 19,400 truckloads would have to be corted offsite.

2.13.4 Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

While the same general type of disposal issues are present for this alternative as described in Alternative 3 above, this alternative requires the disposal of significantly less soil and does not require the breach of the slurry wall. Additionally, this alternative does not require excavation below the groundwater table. Installation of a cap and vapor barrier with its accompanying vapor control system is a common technology.

2.14 Cost Effectiveness

The costs presented below are considered reasonable and appropriate estimates for the selected remedies. The volume of the surrounding excavated material (88,000 cubic yards) was calculated based on the excavation plan produced by Spectra (See Figure 7 “Alternative No. 4 Excavation Plan”). The excavation of this material is necessary to support the proposed remedies.

Assumptions:

- A soil conversion rate of 1.25 tons/cu yd was used to estimate hauling and disposal cost.

- While excavated soil may be disposed on the Oil City property, for the purposes of this comparison, all soil is assumed to be hauled to an offsite permitted facility.
- In-situ soil treatment includes the cost of treatment of flushed groundwater and was applied to the entire footprint.

2.14.1 Alternative 1 – No-Action

Not Applicable

2.14.2 Alternative 2 – In-Situ Soil Treatment with Excavation

Excavation to subgrade construction level = 88,000 yd³ x 1.25 tons/ yd³ = 110,000 tons @ \$75/ton = **\$8,250,500**

In-Situ Treatment ~ = **\$6,000,000**

Total Cost = \$14,250,000

2.14.3 Alternative 3 – Excavation – On/Off-Site Disposal

Offsite Disposal

Cost to excavate and offsite disposal of 388,000 cu yds

(388,000 cu yds x 1.25 tons/ yd³ = 485,000 tons)

485,000 tons @ \$75/ton = **\$36,375,000**

Total Cost = \$36,375,000

2.14.4 Alternative 4 – Excavation, Capping, Vapor Barrier with Vapor Control

Cost to excavate and offsite disposal of contaminated soil above the building subgrade level = 88,000 yd³ x 1.25 tons/ yd³ = 110,000 tons @ \$75/ton = **\$8,250,000**

Vapor Barrier and Control system ~ = **\$700,000**

Total Cost = \$8,950,000

2.15 COMMUNITY ACCEPTANCE

Public comments will be considered and incorporated into the final approved Remedial Work Plan upon the completion of the public comment period.

2.16 LAND USE

2.16.1 Alternative 1 – No-Action

Not Applicable. See Section 2.2.

2.16.2 Alternative 2 – In-Situ Soil Treatment with Excavation

This alternative supports the intended commercial land use of the site. Consistent with the existing hydraulic controls, this alternative supports the proposed use described in Section 2.5, Remedy Selection Factors.

2.16.3 Alternative 3 – Excavation – On/Off-Site Disposal

This alternative results in the highest level of remediation and renders the site eligible for unrestricted use.

2.16.4 Alternative 4 – Partial Excavation, Capping of Expansion Parcel with Vapor Control

This alternative supports the intended commercial land use of the site. Consistent with the existing hydraulic controls, this alternative supports the proposed use described in Section 2.5, Remedy Selection Factors.

2.17 SUMMARY OF COMPARATIVE ANALYSIS

A summary of the comparative analysis is presented in the table below.

Evaluation Criteria	Meets Criteria		
	YES	NO	Meets with Controls
Overall Protection of Human Health and the Environment	Alternative 2,3,4	Alternative 1	Alternative
Compliance with Standards, Criteria, and Guidance (SCGs)	Alternative 3	Alternative 1	Alternative 2,4
Short-Term Effectiveness and Impacts	Alternative 3,4	Alternative 1,2	Alternative
Long-Term Effectiveness and Permanence	Alternative 2,3,4	Alternative 1	Alternative
Reduction of Toxicity, Mobility, or Volume with Treatment	Alternative 2,3	Alternative 1	Alternative 4
Implementability	Alternative 1,4	Alternative 2,3	Alternative
Cost Effectiveness	Alternative 1,4	Alternative 2,3	Alternative
Community Acceptance	Alternative TBD	Alternative TBD	Alternative TBD
Land Use	Alternative 2,3,4	Alternative 1	Alternative

2.18 FINDINGS SUMMARY

The No-Action alternative (Alternative 1) does not meet any of the environmental quality and health protection criteria of the remedial action objectives (RAO) and is clearly not a viable option to be compared against.

Each of the other alternatives meets the RAOs either by direct removal, treatment, mitigation through engineering controls, or a combination of these consistent with the hierarchy of source removal and control measures set forth in 375-1.8(c). As illustrated in the previous table, Alternatives 1, 2, and 3, each do not meet one or more of the evaluation criteria.

Alternative 4 presents the most cost effective of the proposed alternatives. It is preferred because it achieves the RAOs and it eliminates public exposure to contaminants, with the added benefit of being most cost effective. See 6 NYCRR 375-3.8(a)(3). For these reasons, Alternative 4, Excavation and Vapor Barrier with Vapor Control and Capping, is the selected alternative. This would achieve a Track 4 cleanup level.

2.19 COST SUMMARY COMPARISON

ALTERNATIVE	TOTAL COST
1	\$0
2	\$14,250,000
3	\$36,375,000
4	\$8,950,000

contamination present below the vapor control system would be mitigated by this system and is otherwise in compliance with Track 4 requirements.

Alternative 4 is an acceptable solution to address the public health aspects associated with soil at the Phase I Site. Groundwater is controlled by the previously described remediation systems. Further, the Phase I Site is supported by municipal water supply from an off-site location and groundwater restrictions will also be imposed on the Phase I Site. With respect to potential ecological exposures, the Phase I Site and surrounding areas do not support significant habitat due to current commercial and prior industrial use.

3.0 SUMMARY OF SELECTED REMEDY

3.1 INTRODUCTION

The remedy selected for the Phase I Site was Alternative 4 – Excavation, Vapor Barrier with Vapor Control and capping. Spectra determined that this remedy was the most appropriate for the Phase I Site after consideration of the alternatives discussed herein.

The selected remedy meets the criteria provided by the BCP program, including the protection of public health and the environment (including groundwater, drinking water, surface water, air, indoor air and sensitive populations). The four alternatives listed below have been evaluated against the remedy selection factors set forth in the NYSDEC BCP and presented in the alternatives analysis.

Alternative 1 – No-Action

Alternative 2 – In-Situ Soil Treatment with Excavation

Alternative 3 – Excavation – On/Off-Site Disposal

Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

In addition, existing groundwater controls are currently in place at the Phase I Site and will continue to be operated consistent with the selected remedy for the Phase I Site, as long as necessary. These current measures were described in Section 2.3.

Alternative 4 – Excavation, Capping and Vapor Barrier with Vapor Control

To address the contaminated soil below the building level and to mitigate any potential exposure from subsurface contamination, this remedy consists of the installation of a combined vapor barrier and vapor control system across the entire footprint of the Phase I Site. The system consists of a network of slotted PVC piping manifolded together and forming multiple galleries and extraction points to collect subsurface vapors. The piping network is covered by a polyethylene sheeted vapor barrier to trap subsurface vapors beneath the concrete floor slab cap. The concrete floor is poured over the barrier/pipe network serving as a cap. The vapors are collected from several pre-constructed extraction points and, if emission levels allow, are discharged to the atmosphere above the roofline. The OM&M plan will monitor and manage emission levels as well as any follow up steps required.

This alternative includes the excavation of over 88,000 cubic yards of soil. (See Figure 7 "Alternative No. 4 Excavation Plan"). It removes the primary contaminated material but does not extend to the subsurface below the Carousel Center expansion. However, any remaining soil

4.0 REMEDIAL CONSTRUCTION ACTIVITIES/SITE MANAGEMENT PLAN

As indicated in its letters dated June 19, 2008, July 2, 2008 and July 11, 2008, the Developer notified NYSDEC of the anticipated Phase I Site activities and that, under the circumstances, it had no option but to comply with the BCP process concurrent with construction. Further, Developer has fully and timely complied with each and every requirement of the BCP and its regulations, including, but not limited to, the Phase I RJWP, Phase I CPP, and Phase I RIR. The Developer has fully complied with each and every requirement of the BCP and its regulations in light of the time constraints imposed on the developer by the decision made by NYSDEC as to its level of participation and this public improvement project.¹

The Phase I RWP provides that remedial construction activities include pre-mobilization work such as obtaining any necessary permits, followed by mobilization to the Phase I Site, site preparation, traffic control, security, health and safety planning, air monitoring implementation, off-site transportation and disposal of waste, storm water planning, and demolition of surface structures.

A description of the remedial construction activities are as follows.

4.1 CONSTRUCTION HEALTH AND SAFETY PLAN

A site specific Health and Safety Plan (HASP) has been prepared and is attached as Appendix A. All contractors and subcontractors performing work on the Phase I Site are required to read and comply with the requirements of the HASP.

4.2 COMMUNITY HEALTH AND SAFETY

4.2.1 Community Air Monitoring

The selected remedy includes a Community Air Monitoring Plan (CAMP) providing real-time and continuous volatile organic compound (VOC) and particulate monitoring during all ground intrusive activities (including test pitting and installation of soil borings/monitoring wells, grading and excavations).

¹ This RWP sets forth, among other things, the analysis demonstrating the appropriateness of the selected remedy; the procedure by which it was and continues to be undertaken; and provides an opportunity for the public and state and local agencies to comment in compliance with relevant statutory and regulatory requirements. A gant chart showing the interrelationship of certain construction and remedial activities, including the implementation of the selected remedy, is attached hereto as Appendix D.

Section 10 "Soil Intrusive Activities" of the Site HASP outlines the Community Air monitoring Program required for the Phase I Site to implement this remedy.

4.2.2 Site Access and Traffic Control

See section 4.7 "Site Security, Control and Access" and 4.8 "Traffic Control" of the HASP for information regarding site access and traffic control.

4.3 DATA QUALITY OBJECTIVES, QUALITY ASSURANCE/QUALITY CONTROL PLAN (QA/QC)

4.3.1 Data Quality Objectives

Analytical results are reviewed with respect to laboratory compliance with EPA methods and reporting, and with the NYSDEC Analytical Services Protocol. All analytical data packages will be provided to NYSDEC in Category A (as defined by ASP) deliverable format as part of the Phase I Final Engineering Report ("Phase I FER").

Data quality is reviewed to ensure that the analytical results are indicative of the quality of the media that have been sampled and the environmental conditions from the locations at which the samples were obtained.

The data quality review ensures that the evaluation of the data leads to a proper determination of the significance of the results and determination of any additional remedial measures that might be required.

Appendix B contains a complete QA/QC Plan for the remedial activities for the Phase I site.

4.3.2 Quality Assurance/Quality Control

The Phase I RWP includes post excavation soil sampling subsequent to installation of all pile caps and before placement of the concrete building slab. Such soil sampling includes approximately 21 soil borings within the Phase I Site with subsequent laboratory analysis for volatile organic compounds by EPA method 8260 Target Compound List (TCL), semi-volatile organic compounds by EPA method 8270 TCL, PCBs by EPA Method 8082, and methods applicable to the Metals Target Analyte List (TAL) to document residual soil contamination under the Carousel Center expansion at the Phase I Site.

4.3.2.1 General QA/QC

It is appropriate for the selected laboratory to perform all analyses in accordance with accepted EPA SW-846 methods including appropriate QA/QC samples including but not necessarily limited to blind field duplicates, matrix spike/matrix spike (MS/MSD) duplicates, and trip

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4.7 SITE SECURITY, CONTROL AND ACCESS

Site security, control and access are governed by the existing HASP, attached as Appendix A.

4.8 TRAFFIC CONTROL

Traffic control is addressed in the existing HASP, attached as Appendix A.

4.9 SITE PREPARATION AND TEMPORARY FACILITIES

Site preparation and temporary facilities are addressed in the existing HASP, attached as Exhibit A.

4.10 EQUIPMENT AND MATERIAL STORAGE AND LAY DOWN AREAS

The Phase I RWP provides for storage of equipment and materials in the contractor lay down yards located at the corners of Solar Street and Hiawatha Boulevard, and at designated areas within the Phase I Site as shown on Figure 3 "Site Plan".

4.11 PPE, EQUIPMENT AND PERSONNEL DECONTAMINATION PROCEDURES

See Appendix A, Section 10.0 "Soil Intrusive Activities" for PPE levels, and equipment and Decontamination procedures.

4.12 EXCAVATION PLAN

The Phase I RWP includes soil excavation at the Phase I Site. An excavation plan showing cut and fill locations is provided as Figure 7 "Alternative No. 4 Excavation Plan".

The Phase I RWP includes monitoring and screening of excavated soils for visual or olfactory evidence of petroleum contamination, with notification to the NYSDEC in the event that petroleum contaminated soils are detected using the screening protocol, with management of such contaminated soils as directed by NYSDEC. The Mobil 24 parcel has been designated for stockpiling the remaining excavated soil. Such materials are to be disposed of or treated, following sampling to the extent required, in accordance with applicable requirements.

The stockpile will be sampled for potential reuse and/or for disposal characterization and a plan for sampling will be submitted if so required by NYSDEC.

4.13 DEMOLITION OF SURFACE AND SUBSURFACE STRUCTURES

The Phase I RWP provides that, during construction and excavation, any previously undocumented subsurface structures encountered are demolished and removed when encountered in accordance with applicable BCP regulations. Section 4.15 describes the required

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blanks. Laboratory analysis and procedures are generally performed by NYSDOH certified laboratories approved for performing all analysis and procedures.

4.3.2.2 Laboratory QA/QC

The Phase I RWP includes that the laboratory analyzing the collected soil and groundwater samples perform all required internal QA/QC evaluations consistent with the EPA methods performed. Any deviations from standards, discrepancies, and data qualifications must be noted.

4.3.2.3 Data Review

Analytical results are reviewed for quality with respect to practicable quantification limits and method detection limits, including an evaluation of all QA/QC samples and the laboratory QA/QC results.

4.3.2.4 QA/QC Air Monitoring

Churchill Environmental Safety Consultants of Syracuse, NY was selected to perform the quality Assurance and Quality Control for the implemented community air monitoring.

4.3.2.5 Engineering Oversight

All remedial field activities conducted for the selected remedy are subject to supervision by an on-site qualified environmental professional, whether an employee, consultant, or contractor.

4.4 STORMWATER POLLUTION PREVENTION PLAN

The Phase I RWP includes management of stormwater, soil erosion and sediment control in accordance with the stormwater pollution prevention plan ("SWPPP"), which was approved by NYSDEC on May 14, 2007.

4.5 PERMITS

The construction contractor obtains federal, state and City permits, as necessary. No permits other than those required in connection with construction have been identified.

4.6 SITE PLANS AND AS-BUILT DRAWINGS

The Phase I RWP includes a scaled site map showing the limits of the remedial program. As-built drawings will be submitted showing the results of the construction activities as part of the Phase I FER. The as-built drawings show the final limits and elevations of excavations, vapor control system component locations, limits of backfill.

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handling of debris generated from demolition of the surface and subsurface structures. The contingency plan outlined in section 4.17 is designed to address subsurface structures containing petroleum or hazardous materials.

4.14 VAPOR, ODOR AND DUST CONTROLS

Vapor, odor and dust controls are addressed in the existing HASP, attached as Appendix A. As discussed in Section 4.2, the Phase I RWP includes use of a community air monitoring plan throughout the duration of the construction work to properly control emissions.

Community air monitoring program action levels are presented in Appendix A "Destiny USA SSHASP" section 10.0.

4.15 MATERIAL HANDLING PROCEDURES

4.15.1 Debris

The Phase I RIR indicates that fill material on-site potentially contains debris such as brick, wood timbers, concrete and metal. The history of the Phase I Site makes it possible that large blocks of rock and the remnants of subsurface structures exist, including brick and concrete walls and foundations. The Phase I RWP includes handling of debris consistent with the existing HASP, attached as Appendix A.

4.15.2 Groundwater

Groundwater removed during excavation is disposed of in the existing on-site water treatment system operated pursuant to SPDES Permit NY 0230 2386. See also the existing SWPPP.

4.16 EXCAVATED SOIL STOCKPILING

The goal of the selected remedy is to reduce the contaminant mass through the removal of impacted soil through excavation, to be followed by installation of a vapor barrier/cap. This remedial procedure includes construction of a soil stockpile and containment area on Mobil 24 within Oil City boundaries as shown on Figure 3 "Site Plan". The Phase I RWP provides that the soil exhibiting petroleum contamination is placed in a location and managed pursuant to NYSDEC directive. Stockpiled soil will ultimately be reclaimed and reused and/or disposed of in accordance with relevant legal requirements.

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4.17 CONTINGENCY PLANS

Utility Emergencies

New York State rules and regulations govern utility mark-out completion. The Phase I RWP includes notifying Dig Safe New York for utility mark out and making utility mark-out requests at least 72 hours prior to initiating fieldwork. In addition, this remedy includes review of existing utility maps and consultation of site management prior to any ground disturbance.

Discovery of Underground Storage Tanks or Vessels

The Phase I RWP includes the following procedure for any tanks or vessels (including conduit that contains liquids) discovered during excavation:

- Removal and disposal of contaminants in accordance with all applicable State and federal requirements within a schedule approved by the Department;
- Notification of the environmental conditions of the NYSDEC Project Manager, Project Engineer, and environmental consultant by telephone, cellular phone, and e-mail of the conditions;
- Photo-document identified conditions;
- A determination of the type, state and volume of any contained material;
- If the contents cannot be identified by physical conditions, a sample will be collected for chemical analysis. Based on analytical results the Site Health and Safety Officer will determine the need for a change of PPE;
- Removal and transport for off-site disposal by an appropriate waste hauler when the contents have been identified;
- Retention of manifests for volume of product for inclusion in the Final Engineering Report;
- Appropriate, cleaning, treatment and/or disposal of structure; and
- Spill notification to NYSDEC, if applicable.

5.0 ENGINEERING DESIGN PROCESS

This section presents the approach to design, installation, and commissioning of the vapor mitigation system at the Phase I Site.

5.1 VAPOR CONTROL SYSTEM DESIGN OBJECTIVES

The design objective for the vapor control system is to prevent soil vapors from migrating into the enclosed, occupied spaces in the Phase I expansion, and to prevent vapors from accumulating beneath the floor slab.

5.2 OVERVIEW OF SOIL VAPOR CONTROL DESIGN PROCESS

The remedy includes installation of a mitigation system providing two levels of vapor intrusion protection for occupants of the Phase I expansion buildings. The primary measure for preventing vapor migration into the occupied space is a continuous impermeable membrane that covers the full extent of the Phase I Expansion area footprint as shown on Figure 8 "Alternative No. 4 Engineering Controls Plan" and design drawing attached as Appendix C.

A properly constructed vapor barrier under the concrete floor provides adequate protection from vapor intrusion. To provide additional security and integrity to the mitigation measure, it is appropriate to include construction of a vapor control system under the membrane to establish a preferential pathway for any vapors that might accumulate under the membrane. The vapor control system consists of a network of perforated pipes below the vapor barrier maintained under a mild vacuum condition. This system is similar to the sub-slab depressurizing systems employed in radon-affected areas. Each independent section (gallery) of the sub-slab pipe network includes an axial blower on a solid pipe riser. The blowers are then vented above the building roofline. The blowers maintain a pressure in the vapor control galleries that is lower than the ambient pressure in the occupied spaces of the expansion. This ensures that vapors emanating from soil beneath the building move towards the pipe to be captured and are vented safely outside of occupied space, rather than accumulating beneath the impermeable membrane.

The system produces a vacuum in the range of 2 to 3 inches of water ("wc"). The system response curve developed for each collection gallery is used to determine the amount of air flow required to produce the target vacuum pressure at the riser of each collection gallery. The blower and system piping are sized based on the required air flow.

5.3 VAPOR CONTROL SYSTEM DESIGN SPECIFICATIONS

The following specification applies to construction of the following elements:

- Continuous vapor barrier under the concrete floor slab;
- Sub-floor pipe network under the vapor barrier;
- Riser Stubs connecting the pipe network to the depressurization system; and
- Blowers and exhaust piping.

5.3.1 Vapor Barrier Specifications

The Phase I RWP includes installation of a 15 Mil (0.015 inch) thick polyethylene membrane sheet vapor barrier installed beneath the concrete slab throughout the entire Phase I expansion area to establish a continuous impermeable membrane. The remedy provides that the vapor barrier meet and/or exceed ASTM E-1745 Class B Performance standards.

5.3.2 Soil Vapor Control Piping Specifications

The vapor control pipe network utilizes a minimum 2 inch diameter slotted schedule 40 pvc pipe. Perforations are 0.020 inch wide circumferential slots, four slots per row (standard 2 inch 20 slot pvc well screen is acceptable). Slotted pipe is placed on one layer of filter fabric or pipe is wrapped with filter fabric. Parallel laterals are laid no more than 40 feet apart on center. All ends are capped. All piping connections and end caps are glued with pvc cement to prevent separation.

The Phase I RWP provides that riser stubs are located by an architect within the building footprint, compatible with architectural details. Each riser stub is located in areas with no public access (for example, utility rooms, utility shafts, elevator shafts or plumbing races).

5.3.3 Soil Vapor Control Blower Specifications

The Phase I RWP requires that the blowers are inline duct fans capable of producing a vacuum in the range of 2 to 3 inches of water at the riser at the air flow rates determined during design testing. Fans are required to have the capability for speed variation and be capable of vertical or horizontal mounting.

5.4 SYSTEM INSTALLATION

The vapor control system installation is shown on Figure 8 "Alternative No. 4 Engineering Controls Plan". The vapor control system construction drawing set is attached as Appendix C.

6.0 IMPLEMENTATION OF ENGINEERING AND INSTITUTIONAL CONTROLS

6.1 ENGINEERING CONTROLS

The chosen remedy includes use of engineering (vapor barrier, vapor control system consisting of subsurface piping and surface vacuum blowers, and concrete building foundation slab) and institutional (environmental easement conforming to Article 71 Title 36 of ECL) controls. These engineering controls prevent exposure to any potential contaminants as discussed in detail below. The engineering control will be maintained pursuant to the Operations, Maintenance and Monitoring Plan ("OM&M Plan") developed pursuant to the BCP requirements.

6.1.1 Vapor Control Piping Installation

Vapor control piping network installation requires inspection prior to each scheduled concrete pour for the buildings ground floor. A minimum 6 inch length of riser above the finished floor level is required. The riser stubs are then connected to the vapor control pipe network with schedule 40 tee fittings. Riser stubs are constructed with schedule 40 solid pipe.

The remedy provides that vapor barrier material is used to create an apron (min 24 inch wide) around each riser stub and that each riser stub is sealed to the apron and to the ground sheet with butyl mastic tape in concentric rings around the riser pipe. The remedy provides that a minimum 4 inch wide air tight seal is created.

It is necessary that the installation contractor ensure that finished riser stubs are perpendicular to the finished floor. The installation contractor must also protect completed riser stubs from damage during subsequent construction activity. The riser stubs locations are provided on the vapor control system construction drawings attached as Appendix C and Figure 8 "Alternative No. 4 Engineering Controls Plan".

6.1.2 Vapor Barrier Installation

The remedy includes a vapor barrier that extends from the façade of the existing building to the perimeter of the Phase I Expansion area to establish a continuous sealed vapor barrier beneath the concrete slab floor as shown on Figure 8 "Alternative No. 4 Engineering Controls Plan".

Remedial construction practices pursuant to this RWP require that the ground surface is cleared of all penetration hazards that could compromise the impermeable membrane (i.e. debris, sharp objects) prior to placement of the barrier. The Phase I RWP provides that suitable fill is placed under the vapor barrier for ground preparation. Suitable fill is any material that allows

Where vapor barrier crosses abrupt ground changes, gaps or concrete edges, the inspectors must verify that fill is placed to fill gaps and support the vapor barrier to prevent tearing while concrete is poured.

b) Before Concrete Pour

The remedy provides that the vapor barrier is inspected for punctures, tears, burns and any other damage that would compromise the permeability requirement of the material, and for gaps in sealed joints and that any punctures, tears and penetrations are patched before pouring concrete. Patches must be constructed according to lap seal requirements for sheets. Re-seal any incomplete joints by use of butyl mastic tape. The engineer is required to inspect the liner for tension in the membrane between pile caps. Membrane tension is to be relieved by splicing additional liner material, using the lap seal requirements above.

This Phase I RWP provides inspection of all riser stubs and utility conduits for proper seal around the pipe and at the ground sheet, as well as to ensure that riser stubs are perpendicular to the floor.

c) Following Concrete Pour

Sound engineering practice provides that conduit bundles are inspected for airtight plug installation to ensure proper protection and coupling for all riser stubs.

d) Vapor Barrier Engineering Certifications

Quality control inspections must be certified by contractor or contractor's representative for each pour. The Phase I RWP provides that certifications are maintained in a central location upon completion.

6.1.4 Vapor Control System Commissioning

The Phase I RWP provides that, upon installation, each vapor control gallery is commissioned to document that it was installed properly, is achieving the design criteria, and is performing in accordance with the defined performance specifications discussed in this subsection. Results of the commissioning will be recorded in the Phase I FER. An as-built drawing will be prepared (modification of the design drawing) for each commissioned gallery, showing locations of risers and laterals on a plan view of the expansion area floor. The location of gallery fans, control panels and roof vents will be shown on architectural as-built drawings.

The Phase I FER will also include this checklist and drawing, along with a certification by a professional engineer licensed in New York that the system has been commissioned to effectively address vapor intrusion. The Phase I RWP provides that each gallery is designed and

construction of the floor slab to be completed without compromising the integrity of the vapor barrier.

The remedy provides that vapor barrier sheet material is transported, stored, handled and installed in a manner that prevents damage to the material.

It is appropriate to overlap adjacent sheets of vapor barrier material by a minimum of 18 inches and to seal it with a continuous strip of butyl mastic double sided tape, with a minimum 4 inch wide seal to create an air tight joint. Two parallel strips of narrower tape may be substituted however; a minimum 4 inch seal width must be maintained.

The Phase I RWP provides that all punctures, tears and penetrations are patched before pouring concrete. Construct all patches according to lap seal requirements for sheets.

Plans for the vapor barrier require that it extend no less than 12 inches onto the top of each concrete pile cap or grade beam. The vapor barrier is then adhered to concrete with butyl mastic double sided tape, a minimum 4 inch wide air tight seal will be completed.

Where conduit bundles extend through the concrete slab, they are wrapped together, and the vapor barrier extends a minimum of 4 inches above top of concrete slab. The open portion of the vapor barrier is sealed with foam or silicon joint compound to create an air tight plug.

The Phase I RWP provides that the vapor barrier is loosely laid between pile caps to prevent membrane tension. The vapor barrier is required to contain a minimum 18 inch wide tension relief fold between the pile caps. The longitudinal lap seal between side-by-side sheets may not fall within the Tension relief fold. The tension relief fold may cross lap seal at ends of sheets.

This procedure provides that, prior to pouring the floor slab, the vapor barrier is inspected for the integrity of joints and membrane material, and for proper tension relief construction. Membrane tension shall be relieved by splicing additional sheet material, using the lap seal requirements above.

6.1.3 Quality Control

The remedy provides that the following quality control measures are implemented to ensure that the engineering controls are installed according to engineering specifications.

a) Prior to Laying Vapor Barrier

The area must be inspected to verify that all penetration hazards (debris, sharp objects, and angular stone) have been removed, or that a continuous layer of suitable vapor barrier supporting material is in place.

commissioned to achieve a measurable differential pressure in the range of 2 to 3 inches of water at the riser of each of the six galleries.

6.2 SITE RESTORATION

Restoration of Phase I Site includes asphalt paving, planting of grass, shrubs and trees. Phase I Site Restoration plans are illustrated on Figures 6, "Final Grading Plan" and 9, "Alternative No. 4 Site Restoration Plan".

6.3 INSTITUTIONAL CONTROLS

As discussed in Section 2.0, the Phase I RWP provides implementation of institutional controls for the Phase I Site. The institutional controls will provide the necessary non-physical protections and provide notice to properly limit potential human or environmental exposure to contaminants. The institutional controls for the Phase I Site include establishment of an environmental easement that will:

- ensure that use of the Phase I Site is restricted to commercial use (as defined in the BCP) and that the engineering controls, as described herein, remain in place;
- ensure appropriate future use and that future property owners are aware of the existing conditions on the Phase I Site;
- include a restriction prohibiting use of groundwater on the Phase I Site;
- include required notifications prior to commencement of any ground-intrusive activities that may encounter contaminated materials. Notification of NYSDEC and any on-site workers will be required prior to excavating soil;
- include notice of and information relating to a soil management plan, identifying requirements in the event of excavation, which will be included as part of the operations and maintenance monitoring plan (OM&M);
- include notice of and information relating to a health and safety plan and community air monitoring plan for use during future ground-intrusive activities, which will be described in the OM&M Plan;
- providing notice of continued periodic soil vapor intrusion monitoring on the Phase I Site, which will be described in the OM&M Plan;
- include notice of the annual inspection program to ensure appropriate use of the Phase I Site and minimize potential for exposures, which will be described in the OM&M Plan; and

- include notice of the annual certification program requiring the owner to certify that the institutional and/or engineering controls are in place, have not been altered and are still effective, which will be described in the OM&M Plan.

In addition to the above institutional controls, as discussed above, the remedy contemplates that the vapor barrier, vapor control system and concrete slab installed as part of building construction serve as the engineering control for the Phase I Site. Careful attention will be given to any indications that this engineering control has been compromised as part of the annual inspection discussed above, and appropriate investigations and corrective actions will be taken when necessary.

7.0 REPORTING AND DOCUMENTATION

The Phase I RWP involves periodic progress reporting and maintenance of project records during remedial construction to enable involved parties (e.g., overseeing engineer and project managers) to track the project with respect to schedule and the requirements of the RWP. Additionally, after completion of remedial construction, an FER, including a comprehensive report of remedial action, will be prepared as described below.

7.1 MONTHLY PROGRESS REPORT

The Brownfield Cleanup Agreement provides that monthly Progress Reports are prepared and submitted after approval of the first work plan.

7.2 ON-SITE RECORD KEEPING/DOCUMENTATION OF ACTIVITIES

The Phase I RWP provides that, throughout implementation of the remedial action, records are maintained by the construction contractor and/or engineer performing construction inspections to document activities completed at the Phase I Site.

7.3 PHASE I FINAL ENGINEERING REPORT

The remedial activities completed pursuant to this Phase I RWP will be documented in the Phase I FER in accordance with BCP requirements. This reporting will include the following

1. Description of remedial actions performed;
2. Deviations from the Phase I RWP, if any;
3. Copies of records maintained during the remediation;
4. Problems encountered during construction and their resolution;
5. A discussion on the quantification and listing of waste/contaminants treated or removed from the site;
6. Detailed "as-built" drawings showing the surveyed limits of the excavation, the locations of documentation samples, construction details;
7. Copies of all records documenting off-site disposal of waste material;
8. Documentation of sampling results;
9. A summary of visual soil screening results;
10. An estimate of the volume of excavated soil which exceeded the headspace soil screening criteria;

11. A summary of laboratory analytical results of soil stockpile sampling and a compilation of laboratory analytical data reports;
12. Documentation including photographs that clearly identify the location of the stockpiles and demonstrates the effective containment of the excavated soils; and
13. The Phase I FER will include a certification by a Professional Engineer registered in New York State, stating that the work was implemented and construction activities were completed in substantial conformance with this RWP and that the engineering and institutional controls are implemented according to state and local codes and regulations.

Additionally, the Phase I FER will document that the remedial objectives of the Phase I remedial program have been or will be achieved.

7.4 OPERATION, MAINTENANCE AND MONITORING (OM&M) PLAN

The Phase I Site is also adjacent to several ongoing groundwater management and monitoring programs. Currently, groundwater is managed and monitored from a series of wells on the former Hess property, located immediately adjacent to the Phase I Site. These wells are hydraulically downgradient to the Phase I Site. In addition, groundwater downgradient of the Phase I Site is also monitored in the foundation wells for Carousel Center and the monitoring well network that surrounds the VOC containment cell.

A O&M Plan will be developed for the Phase I Site and included in the Phase I FER to provide a detailed description of the procedures to be followed in order to properly manage any residual contamination left in place following completion of the remedial action, including operation and maintenance of the implemented engineering controls, institutional controls, monitoring of ongoing environmental conditions (soil vapor and groundwater), and compliance with applicable state regulations.

Costs Associated With Engineering Control Monitoring and Maintenance

An estimate of the long-term costs (in current dollars) associated with implementation of this OM&M Plan is presented below. The Developer will implement the OM&M plan as part of the maintenance and operation of the project. No financial assurances are warranted.

ITEM	ESTIMATED QUANTITY	UNITS	ESTIMATED UNIT COSTS	ESTIMATED TOTAL
ANNUAL OPERATING, MONITORING AND MAINTENANCE (OM&M) COSTS				
ANNUAL INSPECTIONS/CERTIFICATIONS				
INSPECTION	1	MANDAYS	\$1,200	\$1,200
ANNUAL CERTIFICATION	2	MANDAYS	\$1,200	\$2,400
ESTIMATED ANNUAL COSTS				\$3,600
COST OF ANNUAL INSPECTIONS OVER 30 YRS				\$108,000
VAPOR CONTROL SYSTEM SAMPLING AND MAINTENANCE (COST per yr)				
SAMPLE ANALYSIS	6 (samples annually)	SAMPLES	\$400	\$2,400
EQUIPMENT, MATERIALS AND SUPPLIES	1	LS	\$1,500	\$1,500
REPORTING	3	MANDAYS	\$1,800	\$5,400
ESTIMATED PER EVENT MONITORING COSTS				\$9,300
COST OF ANNUAL MONITORING OVER 30 YRS				\$279,000
TOTAL ESTIMATED OM&M COST				\$387,000

8.0 PROJECT MANAGEMENT

8.1 KEY PARTICIPANTS AND RESPONSIBILITIES

Key participants involved in the remediation and development of the Phase I Site under the Brownfield Cleanup Program include the following:

Key Participants	Primary Responsibilities
Contractor: Cianbro Corporation Inc.	Oversee implementation and reporting for remediation and construction in accordance with development plans. Construction inspection, record keeping, Reporting.
Developers: Destiny USA Development LLC, Pyramid Company of Onondaga, or its affiliates	Procure and direct contractors and consultants for design, remedial construction and site development in accordance with approved construction documents.
Regulatory Agencies: New York State Department of Environmental Conservation and New York State Department of Health	Regulatory oversight.
Remediation/Construction Contractor: Various	Furnish labor, material, supplies, etc. for remedial construction and site development in accordance with approved plans.
Environmental Consultant: O'Brien & Gere Engineers, Inc.	Provide environmental engineering planning and field oversight with respect to mass excavation and associated soil management activities.
Spectra, Engineering, Architecture and Surveying, P.C.	Reporting, construction inspection, and record keeping, related to construction of the vapor barrier and vapor control system, and preparing the Final Engineering Report.

8.2 PROJECT COMMUNICATION AND MANAGEMENT

This Phase I RWP provides that project meetings occur throughout the Phase I BCP Project to discuss work progress, plan upcoming activities for the work and discuss any unanticipated site conditions encountered. The construction contractor's superintendent is required to attend

project meetings, as well as the construction contractor's Health and Safety Officer and QA/QC Officer, when discussion of issues related to their responsibilities is required.

The Phase I RWP provides that, during remedial construction, records are maintained and reports are prepared as described in Section 7.0.

9.0 PROJECT SCHEDULE AND KEY MILESTONES

A Gantt chart providing the project schedule and key milestones is attached as Appendix D.



DRAFT REMEDIAL INVESTIGATION WORK PLAN

SITE 2
CVS/DEP SITE # C734120
&
SITE 3
CVS/DEP SITE # C734121

BROWNFIELD CLEANUP PROGRAM
DESTINY USA
SYRACUSE, NEW YORK

Prepared for:
New York State
Department of Environmental Conservation
Region 7

Prepared by:
Spectra Environmental Group, Inc.
300 South Townsend Street
Syracuse, New York 13202

AUGUST 2011

**SITE 2 (NYSDEC SITE #C734130) & SITE 3 (NYSDEC SITE # C734131)
DRAFT REMEDIAL INVESTIGATION WORK PLAN
BROWNFIELD CLEANUP PROGRAM
DESTINY USA
SYRACUSE, NEW YORK**

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1.0 INTRODUCTION AND PURPOSE

1.1 INTRODUCTION

This Site 2 and 3 Remedial Investigation Work Plan ("Site 2 and 3 RIWP") has been prepared by Spectra Environmental Group, Inc. ("SPECTRA") and applies to the real property shown on Figure 1, in connection with the Destiny USA project located in Syracuse, New York (See Figure 1). Sites 2 and 3 consist of approximately 6.04 (Site 2) and 19.3 (Site 3) acres of land located within the overall boundaries of the "Destiny Project Area", as shown on Figure 2.

The lands comprising Sites 2 and 3 are generally part of the Carousel Center site. Environmental contamination was extensively investigated and remediation activities implemented under the supervision and to the satisfaction of NYSDEC in connection with the planning and construction of Carousel Center. Remediation activities include capping of certain contaminated soils and interception and treatment of certain contaminated groundwater. Such activities were determined to be, and continue to be, sufficiently protective of the public health, safety and environment for Carousel Center. According to NYSDEC, any additional construction activities which will materially affect any of the existing remediation systems require NYSDEC re-evaluation of the adequacy of the affected systems and may trigger the need for further investigation and/or remediation. This RIWP assumes that such construction activities will occur at Sites 2 and 3 and that as a result, further investigation is needed.

This Site 2 and 3 RIWP is submitted in full compliance with all governing statutory and regulatory provisions, including, but not limited to, those set forth at ECL section 27-1403 et seq. and 6 NYCRR section Part 375. In addition, this Site 2 and 3 RIWP has been prepared consistent with the requirements contained in the Brownfield Site Cleanup Agreement ("BCA") for Sites 2 and 3 and other similarly-situated projects approved by NYSDEC under the Brownfield Cleanup Program.

The Destiny USA project is a unique development, located in a Federal Empowerment Zone, that will transform a previously underutilized group of properties into a major retail, entertainment, dining, hospitality, and tourism destination. The vision of the Destiny USA project can only be fully realized with the support of performance based programs like the BCP, and will provide meaningful economic stimulus that Central New York State has desired for decades.

1.2 INVESTIGATION WORK PLAN PURPOSE

The purpose of this Site 2 and 3 RIWP is to provide a plan to investigate existing environmental conditions at Sites 2 and 3. The proposed investigation will characterize the nature and extent of the contamination in the soil, groundwater and soil vapor at Sites 2 and 3. This Site 2 and 3

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RIRW summarizes the known and anticipated contamination at the Sites based on previous studies and specifically details the methods to further investigate the extent of soil and groundwater contamination that may affect work activities during future development activities. It also includes procedures for collecting and evaluating environmental samples, measures for documenting field investigation activities, a qualitative exposure assessment, and an anticipated schedule for completing activities. A Quality Assurance/Quality Control (QA/QC) plan and a field health and safety plan are also included as Appendices A and B.

The results of the remedial investigation will be presented in a Site 2 and 3 Remedial Investigation Report (Site 2 and 3 RIR) that will include an assessment of potential human health exposure and impacts on the environment. The need for further investigation and/or remedial action will be determined on the basis of the conclusions of the Site 2 and 3 RIR and potential reuse alternatives for the Sites. Should further remedial measures be warranted, the Site 2 and 3 Remedial Work Plan (Site 2 and 3 RWP) will evaluate alternative remedial measures, and propose a selected remedy to be implemented.

1.3 GENERAL SITE DESCRIPTION

The entire Destiny Project Area consists of approximately 134+/- acres at the southeast end of Onondaga Lake (See Figure 1). The Destiny Project Area is bounded by: Onondaga Lake, Conrail tracks and Harborside Drive, to the northwest; Interstate 81 (I-81) to the east; Bear Street on the south; and the New York State Barge Canal to the west.

Sites 2 and 3, which are only a portion of the Destiny Project Area, are located at the southern and western portions of Carousel Center, between the existing Carousel Center building, West Hiawatha Boulevard and Interstate 81. The New York State Barge Canal abuts Site 2 on its western boundary. Barge Canal Lands (excluding the canal proper) are incorporated into the BCA for Site 2.

Prior to 1989, a portion of each of the following uses was located within the boundaries of Sites 2 and 3: Marley Scrap yard, Buckeye Petroleum Tank Farm, Conrail railroad yard, and Amerada Hess Petroleum Tank Farm. In connection with the construction of Carousel Center, extensive soil and groundwater testing revealed contamination at Sites 2 and 3. This contamination potentially included Solvay waste, metals, PCBs, volatile and semi-volatile organic compounds. Because such soils remained on the Site subsequent to its construction and were capped by the surface parking as required and approved by NYSDEC, it is known that such contamination continues to exist in Sites 2 and 3.

Land uses surrounding the Destiny Site consist of business districts and commercial and industrial properties to the west and east. The Onondaga County Metropolitan Sewage Treatment Plant is located across the Barge Canal to the west.

2.0 SITES 2 AND 3 HISTORY AND PHYSICAL SETTING

2.1 HISTORICAL SITE USES FOR SITES 2 AND 3

Sites 2 and 3 are located in a former area of extensive natural shoreline and lowland deposits consisting of marl (a naturally occurring deposit of clay, calcium, carbonate, and shell fragments), and organic vegetation including roots, wood, and peat. Prior to modern-day development, the general area was known for its extensive salt marshes and spring deposits that were mined for the salt content. The salt deposits were created by the natural upward discharge of groundwater laden with dissolved salts derived from the evaporite (salt and gypsum) deposits located in the bedrock underlying the area, namely the Vernon and Syracuse Formations. The marsh and spring deposits were mined for the salt from the 1600s to early 1900s. In fact, during construction of the Erie Canal (in 1822) the level of Onondaga Lake was lowered by eleven feet, which accommodated access to more of the salt deposits for removal. During the 1800s and early 1900s, the area was the location of large evaporation lagoons where salt derived from the surficial deposits and from deep brine wells was concentrated. During this time period, the lake level remained low for some 75 to 100 years.

In the early 1900s, the Solvay Process Company brought the "Solvay Process" for generating Soda Ash (Sodium Carbonate) to the United States from Germany. The Company settled in Syracuse and commenced operation in or about 1907. The Solvay process generated large quantities of waste materials, including calcium carbonate, calcium oxide, and calcium chloride. These wastes are generally characterized as being white to grey, relatively soft, clayey or "tooth paste-like" material. Areas were needed for the disposal of such waste materials. Thus, available areas of unoccupied land at the Solvay plant and on vacant land located throughout the south end of Onondaga Lake were utilized for such disposal. These disposal areas included a large portion of the area between Onondaga Lake and the areas surrounding West Hiawatha Boulevard (current Carousel Area), including Sites 2 and 3. Throughout the first half of the 1900s, additional miscellaneous fill, including more Solvay waste and, most likely, various construction and demolition debris (C&D) waste, was deposited on and near Sites 2 and 3 as well as "Oil City". Similar activities, excluding the additional deposition of Solvay wastes, continued from the 1930s to the 1980s. A portion of the former Marley Property was used as a salvage yard for scrap metal (Haley & Aldridge, 2002). The salvage yard on the former Marley Property, which overlaps Sites 2 and 3 (See Figure 3), operated from the late 1930s up to the construction of the Carousel Center (Dunn, 1988).

From the 1940s to the 1980s, a five acre parcel of land at the south-central end of the Marley Property, known as the Clark (Clark Concrete Co.) Property was used as a concrete batch plant

for local construction projects. A DOT field station was also formerly located on this property. The former Clark Property is located to the west and within the existing Carousel Center building footprint (See Figure 3). In or about 1987, the Clark Property was found to be contaminated with chlorinated and non-chlorinated hydrocarbons, including solvents. As a result, the Clark Property was listed on NYSDEC's Registry of Inactive Hazardous Waste Disposal Sites, as a Class 2 Site (significant threat to the public health or environment-action required) in April of 1989.

Major oil storage facilities were also located on and immediately north of Sites 2 and 3. These facilities were owned by Amerada Hess and Buckeye Petroleum. These facilities were part of a large petroleum storage complex at the south end of Onondaga Lake known as "Oil City".

A more complete summary of these properties and their associated environmental activities is provided below.

2.1.1 Former Marley Property

The northeast half of the existing Carousel Center was used as a scrap yard and for the recycling of metallic waste, from the late 1930s until the construction of the Carousel Center. This area, known as the Marley Property, was approximately 45 to 50 acres in size, or more than 60% of the area north of Hiawatha Boulevard comprising the Carousel Center Site. All of Site 3 lies in the former Marley property while Site 2 lies within the former Amerada Hess and Buckeye Pipeline Terminal Properties as shown on Figure 3. The surficial scrap metal materials were removed from the Marley Property prior to and during construction of the Carousel Center. During previous subsurface investigations, metallic objects and debris were encountered in many of the exploratory borings drilled on the property. Samples collected during those previous investigations indicated the presence of soils contaminated with volatile and semi-volatile organic compounds and metals. In addition, several surface locations on the Marley Property were found to be contaminated with PCBs. While some PCB removal on the Marley property was conducted in the past, PCB contamination may remain in these areas. See Figures 3 and 11.

2.1.2 Former Clark Property

The former Clark Concrete Company Property, encompassing between 3.5 and 5 acres, is located north, west and cross-gradient to Sites 2 and 3 and near the middle of the southerly end of the Carousel Center. An approximate 1.75-acre portion of the Clark Property was identified in 1987-1988 as being contaminated with chlorinated and non-chlorinated hydrocarbons, including solvents. This area of contamination was located as shown on Figure 3. A portion of the Clark Property was listed by the NYSDEC as a Class 2 Inactive Hazardous Waste Disposal Site in

April 1989. In response, the Clark Property was extensively investigated, and remediation was conducted to enable the construction of the Carousel Center. Residual chlorinated and non-chlorinated hydrocarbons contamination could be present in the vicinity of Site 2 based on its proximity to the former Clark Property. Initially, a pilot study consisting of the installation and operation of a Vapor Extraction System (VES) was installed at the Clark Property to remove VOCs from the subsurface soils. Approximately 6,000 pounds of VOCs were reportedly removed from the soil during this pilot study (Dunn, 1995). Additional remediation of the property in 1990 involved the excavation of approximately 60,000 cubic yards of contaminated soil, to depths of about 20 ft., and the installation of a groundwater underdrain system and sheet pile wall as shown on Figure 3. Groundwater collected in the underdrain system is piped to a water treatment plant located at the southwest corner of BCP Site 4. Currently, this water is pumped to the Carousel Center property water treatment system for processing, and discharged through an outfall operated and pursuant to a NYSDEC SPDES Permit No. NY0232386.

A slurry wall was also constructed around the Clark Property and was tied into the main slurry wall that surrounds the Carousel Center foundation (See Figure 3). A steel sheet pile wall was installed at the northwest end of the Clark Property as part of the construction of the containment structure. Excavation of contaminated soil at the Clark Property occurred immediately prior to and during construction of Carousel Center. The contaminated soil was placed in a waste containment cell located in the northwest corner of the Carousel Center Area (i.e. BCP Site 5); near the confluence of the Barge Canal and Onondaga Lake (See Figure 3). The Clark Containment Cell (BCP Site 5) lies with the overall footprint of BCP Site 4. Groundwater quality surrounding the containment cell is subject to ongoing monitoring in a series of upgradient and downgradient wells.

2.1.3 Amerada Hess Property

Amerada Hess owned land west of the initial Carousel Center building. The western portion of the Site 2 lies in the former Amerada Hess property as shown on Figure 3. At one time, the westernmost portion of the Hess parcel contained eight petroleum bulk storage tanks. During the early 1990s, the tanks were decommissioned and removed from the property. A small area of VOC contamination in soil was found adjacent to, and attributed to, the Clark Property. This soil was excavated and moved to the secure containment cell, located on BCP Site 5 during Carousel Center construction. However, subsequent soil investigations also identified petroleum and lead contaminated soil on the former Amerada Hess property associated with the "loading rack" and "manifold" areas (See Figure 3).

2.3 GEOLOGY

This section includes a brief description of the artificial and natural materials beneath Sites 2 and 3 and the surrounding Carousel Center Area. The sources of information for this summary include numerous reports that are cited and referenced herein, a review of historical aerial photographs of the area from 1938-1995, and a review of exploratory boring logs/monitoring well records for the area.

2.3.1 Surficial Deposits

The baseline ground conditions include a description of both artificial and natural surficial materials on Sites 2 and 3 in the 1980s prior to the construction of the Carousel Center. Also included is a description of the original, native materials and deposits underlying the area prior to the original development of the area by the Solvay Process Company, as well as the subsequent importation and the emplacement of various fill materials throughout the 1900s.

Figures 4 and 5 provide a graphic summary of the presence and nature of fill within Sites 2 and 3 and surrounding area. With respect to Figure 4, the fill thickness contours and presence of Solvay waste are based upon an analysis by Dunn Geoscience (Dunn, 1988). The visual or olfactory observations of contamination are derived from SPECTRA's review of the original soil boring logs.

As shown on Figure 4, the pre-Carousel Center construction fill was widespread in and around the Sites 2 and 3, with measured thickness of 8 to 14 ft. Generally, the fill thickness increased from east to west across Sites 2 and 3. In addition to the Solvay waste, other indications of contamination in the fill were noted by the presence of odors or sheens within the soil boring logs. These observations for the "P"-series of borings drilled at the Marley property in 1987 are summarized in Table 1. Figure 4 visually highlights the boring locations (in red) where petroleum odors, sheens and "glue-like" odors were detected in the soil samples.

Data provided in a series of 1997-1998 exploratory borings (Maxim B98 Series) and relatively recent geotechnical report (Haley & Aldridge, 2002) were used to develop an understanding of the "current-day" presence of fill on and in the vicinity of Sites 2 and 3, including thickness and presence of contamination. As summarized in Tables 2 and 3, and shown on Figure 5, areas of substantial fill surround the entire footprint of the existing Carousel Center including Sites 2 and 3. The fill is thickest along the northeast side of the Phase I Site, and Sites 2 and 3, where measurements up to 24 ft. have been recorded. Figure 5 highlights (in red) the many areas within the fill that have been documented to be historically contaminated, as evidenced by the existence of Solvay waste, petroleum odors, petroleum product, or "sweet" odors.

2.1.4 Buckeye Pipeline Terminals Property

Buckeye Pipeline owned land between Carousel Center and West Hiawatha Boulevard, east of the Amerada Hess Property. Portions of Sites 2 and 3 each fall within the former Buckeye Pipeline Terminals Property. (See Figure 3). The Buckeye property was used for the storage of petroleum product in a large bulk-storage tank and was decommissioned as a petroleum storage facility circa 1989. An aboveground storage tank was also removed from the property at this time. VOC contaminated soil associated with, or attributed to the contamination on the adjacent Clark Property, was excavated and moved to the secure storage cell located on BCP Site 5 during construction of Carousel Center.

2.1.5 Conrail Railroad Yard Property

The former Conrail property was located north and east of the Marley property, west of Interstate Route 81, and east of Onondaga Lake. It adjoined the rail spur serving the Marley property.

Historical information indicates that this property was in the possession of Conrail and other railroads since about 1900 and used solely for railroad purposes. This Spur was utilized primarily as a "runaround", and served the Marley scrap metal operation virtually exclusively, bringing scrap metal to the property. The rail reportedly did not serve the petroleum storage facilities of "Oil City".

Based on the close ties to the past property usage at the Marley property, subsequent redevelopment and relocation of soils across the Carousel Center Site, it is anticipated that the former Conrail property could contain the same constituents historically reported at Buckeye, Clark, Amerada Hess and Marley properties.

2.1.6 New York State Barge Canal and Public Lands located Along Interstate 81

Limited environmental information is available for the New York State Barge Canal lands located along the southern boundary of Site 2 and the public lands located along Interstate 81 at the north end of Site 3. These areas are identified as data gaps. Barge Canal Lands (excluding the canal proper) are incorporated into BCP Site 2.

2.2 CURRENT USES SITES 2 AND 3

Sites 2 and 3 currently consist of various surface paved features. They are used for Carousel Center parking, vehicle driveways, storm water retention, and sidewalks into the Carousel Center building.

2.3.2 Unconsolidated Deposits

A number of environmental investigations and Environmental Impact Statements were completed in the late 1980s on the properties comprising the Carousel Center, including Sites 2 and 3. Pertinent information from the aforementioned investigations and associated boring and monitoring well logs are the basis of the following description of surface and near surface deposits in Sites 2 and 3. Surface/near surface materials consist of up to approximately 0-24 feet of various manmade fill materials. Former industrial activities in the area of Carousel Center resulted in the deposition of various types of fill throughout Sites 2 and 3. This fill is highly variable in nature and, as indicated above, can consist of Solvay waste, C&D debris, metal salvage material, and miscellaneous debris such as wood, glass, asphalt, wire, concrete, and brick, which is contaminated with volatile and semi-volatile organic compounds, PCBs, and metals. The resulting baseline ground conditions represent a "typical" profile of fill material in Sites 2 and 3, from the ground surface down.

- "Recent" fill consisting of miscellaneous fill (i.e. silt, sand, gravel), scrap metal salvage material, C&D material, etc., contaminated with volatile and semi-volatile organic compounds, PCBs and metals.
- Mid-1900s (also up to the 1980s) fill consisting of miscellaneous fill, including sand, gravel, wood, glass, asphalt, wire, concrete, brick, rubber, etc., contaminated with volatile and semi-volatile organic compounds, PCBs and metals;
- 1924-1930-Solvay Process Waste consisting of calcium-rich deposits of CaCO₃, CaO, and CaCl₂;
- 1910-1925-Miscellaneous fill plus Solvay Waste;
- 1907-1910 Solvay Process Company waste consisting of calcium-rich deposits of CaCO₃, CaO, and CaCl₂.
- Pre 1907-Native deposits and bottom deposits from evaporation lagoons used to collect and concentrate brine solutions.

Underlying the fill materials at Sites 2 and 3 are the "native" soil or unconsolidated deposits that were present at and beneath the ground surface prior to man-made development of the area, which consist of the following:

- Salt marsh deposits, including marl, shells, and peat- often referred to in boring logs as "organic";
- Deltaic sand and gravel - these deposits were emplaced by surface water flow from adjacent uplands and melting glacial ice into a lake that occupied the trough in which Onondaga Lake is located. These deposits can exceed 100 feet in thickness;
- Lacustrine (Lake) silt and clay - these fine-grained deposits settled in the glacial lake

that occupied the area in which Onondaga Lake is located. These deposits vary from approximately 40 to almost 200 feet in thickness;

- Glacial outwash - these deposits consist primarily of sand and gravel. These deposits vary from less than twenty feet to more than 130 feet across the Destiny Project Area, being found at the shallowest depth in the east and thickening in an easterly to a westerly direction; and
- Glacial till - this relatively thin (<30 feet) deposit consists of a heterogeneous mixture of silt, sand, gravel, and cobbles, with the likelihood of significant amounts of clay and boulders;

Figures 7 through 10B present a series of geologic cross-sections through various portions of Sites 2 and 3 and surrounding areas. Cross-section locations (A-A', B-B', C-C', D-D', E-E', F-F' and G-G'), as modified by SPECTRA, are shown on Figure 6, along with four areas (Areas 1-4) designated (for ease of description) by Haley and Aldrich (2002).

For a generalized summary of unconsolidated materials beneath Sites 2 and 3, refer to the table below.

Table 4
Summary of Subsurface Conditions

Generalized Strata Description	Area 1	Area 2	Area 3	Area 4
	Approximate Thickness (ft.)			
Fill	31	21	37	15
Deltaic	ND	ND	28	40
Lacustrine	159	56	53	132
Glacial Outwash	30	43	17	136
Glacial Till	5.5	7	5	8
Vernon Shale Bedrock	225.5	127	140	331

2.3.3 Bedrock Geology

The bedrock underlying Sites 2 and 3 is the Silurian-aged shale of the Vernon Formation. This formation consists of relatively soft and altered, both physically (weathered) and chemically (dissolved), bedrock comprised of siltstone and shale. The formation is relatively flat lying, with Destiny USA -NYS Brownfield Cleanup Program Draft Remedial Investigation Work Plan - Sites 2 & 3 (NYSDEC SITE #'s C734130 & C734131)

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that salt springs of bedrock origin historically discharged in the vicinity. The Barge Canal and Onondaga Lake are the likely groundwater discharge areas.

As previously discussed and shown on Figure 3, a slurry wall was installed around the perimeter of the existing Carousel Center to control the groundwater level around the Carousel Center foundation. A slurry wall was constructed around the Clark Property and was tied into the main slurry wall that surrounds the Carousel Center foundation (see Figure 3). In addition, a groundwater underdrain system was installed on the Clark Property that is cross and upgradient of Site 2 as shown on Figure 3. These structures are expected to affect water levels and groundwater flow at Sites 2 and 3. The slurry wall that surrounds the Carousel Center foundation was installed through the upper fill materials and was completed to depths of about 25 to 40 feet below ground surface. A series of groundwater control wells, located between the perimeter of Carousel Center and the slurry wall, currently control groundwater at the Carousel Center and Sites 2 and 3.

According to Haley and Aldrich (2002), the current day groundwater table surrounding Carousel Center varies from approximately elevation +6 to +9 ft., with depths to water ranging from 5 to 20 feet, depending upon the surface elevation. Vertical flow gradients in the groundwater system do exist, however the gradient direction appears to vary (upward or downward) within specific stratigraphic intervals.

Recent groundwater monitoring well gauging data indicates that groundwater flows in a southwesterly direction towards the New York State Barge Canal.

closely spaced bedding planes interlayered with gypsum deposits. The rock can be grey, reddish-brown, or green depending on the amount of weathering and chemical status (oxidized or reduced) of the iron content of the rock.

2.4 HYDROGEOLOGY

2.4.1 Surface Water Hydrology

A man-made surface/stormwater drainage system existed around the Carousel Center in the form of drainage ditches along I-81 and the former Conrail railroad yard, West Hiawatha Boulevard, the Conrail railroad tracks, and between the Amerada Hess property and the Barge Canal, prior to construction of the Carousel Center.

The most significant natural surface water features in the area are the Barge Canal and Onondaga Lake. The Barge Canal forms the western border of the Destiny Project Area and Site 2. The drainage system and stormwater treatment features for the Carousel Center and surrounding parking areas are connected to the Barge Canal by subsurface culverts. The Barge Canal flows into Onondaga Lake, and as such, the lake ultimately receives runoff from Sites 2 and 3 and Carousel Center in general.

In addition, anecdotal evidence exists indicating that the Onondaga Creek may have transected the Site 2 more than 100 years ago. See Figures 3 and 13. The Onondaga Creek no longer exists in this area. The location shown on Figures has been provided by others.

2.4.2 Groundwater Hydrology

Numerous groundwater monitoring wells were installed at Sites 2 and 3 in the late 1980s, 1990s, and recent years. These wells evaluated local hydrogeologic conditions prior to construction of Carousel Center. The detailed results of those studies were previously summarized in earlier reports prepared by Dunn Geoscience (Dunn, 1988 and 1989). As indicated in those reports, groundwater is generally shallow and was encountered at depths of about 0.5 to 8 ft. below the surface prior to Carousel Center construction. The shallow groundwater occurs under unconfined conditions within the fill materials, with the primary groundwater flow direction to the northwest, toward the Barge Canal. During some of the water level gauging events, a groundwater mound was identified in the northeast portion of the area between Onondaga Lake and West Hiawatha Boulevard, which resulted in localized groundwater flow towards the southeast and west. One well cluster installed within the fill indicated a slight downward component of flow. However, it has been demonstrated that deeper groundwater from the bedrock flows vertically upward. This has been demonstrated by deep well data and by the fact

3.0 EXISTING AND ANTICIPATED SOIL AND GROUND WATER CONDITIONS

Soil and groundwater contamination exists on Sites 2 and 3 as a result of the historic industrial operations (discussed in section 2) as well as the subsequent grading of soils throughout the area west of Hiawatha Boulevard during the construction of the Carousel Center. Past sources of contamination include the former Marley scrap yard, Amerada Hess petroleum bulk storage facility, Buckeye petroleum storage and pipeline facility, the Clark Concrete Company, Conrail and Solvay waste in various locations as shown on Figure 3.

As a result of prior industrial operations and filling, extensive environmental investigations and remediation projects were conducted in connection with the development and construction of Carousel Center and the recent mall expansion at Phase I. These investigation and remediation projects produced significant environmental data regarding the soil, soil vapor and groundwater contamination at the Carousel Center site including Sites 2 and 3. The results of prior sampling indicate that numerous contaminants including metals, PCBs, Solvay Waste, VOCs, and SVOCs are present in the soils, soil vapor, and groundwater throughout portions of Sites 2 and 3. During construction of the Carousel Center, contaminated soils were graded and spread throughout the Carousel Center site, including Sites 2 and 3. As a result, contaminated soils may exist on Sites 2 and 3. The contamination levels indicated in prior sampling, which is summarized below, may exceed soil cleanup objectives and regulatory standards established in 6 NYCRR Part 375 (soil) and Part 703 (ground water) in some cases.

3.1 EXISTING SOIL AND GROUNDWATER CONDITIONS

3.1.1 Soil

SPECTRA completed a review of the soil boring description and sampling results available from the various environmental investigations previously performed in connection with the development and construction of Carousel Center, which included Sites 2 and 3. This information is compiled in Tables 1 through 8, and sample locations are presented graphically on Figures 4, 5, and 11. The data summarized in these tables excludes soil that has been removed during prior remediation activities. Therefore, it represents the types and concentrations that may still remain at Sites 2 and 3.

In addition to the actual laboratory results, Tables 5 through 8 also present a comparison with the soil cleanup objectives recently established by 6 NYCRR Part 375 – 6.8(a).

As shown on Table 5, a large number of historical surface soil samples exceeded the NYSDEC cleanup objectives for metals. In particular, there were multiple exceedances for cadmium, chromium, copper, lead, mercury, silver, and zinc. Tables 5 and 6 also indicated PCB

contamination in the soil in and around Sites 2 and 3. At some locations, PCBs exceeded the 0.1 ppm (100 ppb) Unrestricted cleanup objective. As shown on Table 6A-F, PCB contamination extended to depths of at least 3 ft.

Tables 7 and 8 present summaries for historical SVOCs and VOCs. As shown, there were multiple exceedances for the SVOCs: benzo(a)anthracene, chrysene, and indeno(1,2,3-cd)pyrene. The portions of the former Amerada Hess oil storage facility formerly located on Site 2 (see Figure 3) contains elevated levels of VOCs: benzene, ethylbenzene, xylene, and 1,2,4-trimethylbenzene. Furthermore, a sample from the former loading rack at the Hess oil storage facility exceeded the hazardous waste threshold for lead, based upon a TCLP test. Soil contamination at the Amerada Hess oil storage property extended to depths of at least 5.5 ft.

The overall soil quality based on historical laboratory samples on and near Sites 2 and 3 is summarized on Figure 11, with Part 375 exceedances highlighted in red.

With NYSDEC's input, these contaminated soils were excavated, graded, and spread throughout the Carousel Center site to the extent necessary for construction of Carousel Center; therefore, contamination associated with the former industrial uses may remain at Sites 2 and 3. In addition, many of the contaminants remaining in these soils are not likely to naturally degrade (e.g. metals, semi-volatile organic compounds, PCBs, etc.) in the period of time since they were initially sampled. Therefore, current soils are expected to contain the same constituent types (e.g. metals, PCBs, volatile and semi-volatile organic compounds) and comparable concentrations as the contaminated soils found in connection with prior investigations at the Carousel Center Site.

3.1.2 Groundwater

Groundwater at the Destiny Property is currently subject to several ongoing management, treatment and monitoring activities. As previously discussed in this Site 2 and 3 RIWP, these groundwater controls include:

- An installed subsurface slurry wall and foundation wells surrounding Carousel Center;
- A groundwater underdrain installed on the former Clark Property;
- A groundwater recovery trench along with a series of monitoring wells, located at the edge of the former Hess property;
- A series of groundwater wells installed to monitor water quality surrounding the soil containment cell, located at the southeast corner of the Destiny Site; and

4.0 WORK PLAN OBJECTIVES, QUALITATIVE EXPOSURE ASSESSMENT AND IDENTIFICATION OF DATA GAPS

4.1 OBJECTIVES

This Site 2 and 3 RIWP describes the specific tasks to be completed during the remedial investigation. The investigation will provide an evaluation of the nature and extent of contamination at Sites 2 and 3. Any contamination requiring further investigation that may have migrated from Sites 2 or 3 to any adjacent BCP Site will be treated as on-site contamination for such adjacent site.

Specific investigative elements of this RIWP include geology, hydrogeology, groundwater flow, contaminant movement, impacts to groundwater, and soil vapor. This RIWP also includes a qualitative exposure assessment, a Quality Assurance/Quality Control (QA/QC) plan, and a field health and safety plan. See Appendices A and B for relevant plans.

The results of the remedial investigation will be used to make a determination as to whether Sites 2 and 3 present a significant threat to public health and the environment and whether remedial action is necessary. Based upon this determination, a remedy will be selected and presented in a Site 2 and 3 RWP, provided that remediation is required.

Based on the description of the historical industrial uses at Sites 2 and 3, and the surrounding areas, additional environmental characterization is required to determine the current environmental conditions and the potential remedial measures that may be required associated with future site development to properly ensure protection of human health and the environment.

This section also presents a qualitative exposure assessment and identifies further investigation warranted at Sites 2 and 3 and surrounding areas to fill recognized data gaps.

4.2 QUALITATIVE EXPOSURE ASSESSMENT

A qualitative exposure assessment shall determine the route, intensity, frequency, and duration of actual or potential exposure of humans, fish, and wildlife to contaminants. This assessment will consider the nature and size of the surrounding population that is or may be exposed and shall consider the reasonably anticipated future land use of the Sites 2 and 3 and affected off-site areas and the reasonably anticipated future groundwater use. This qualitative exposure assessment consists of characterizing the exposure setting, identifying current reasonably foreseeable exposure pathways, and evaluating contaminant fate and transport.

- A groundwater treatment system that collects and treats all of the managed groundwater at the Destiny Site.

Groundwater quality near Sites 2 and 3 has been historically subject to monitoring since 1987. The recently completed Phase I RIR report, dated April 2009 for Phase I (BCP Site C734104) summarizes recent groundwater quality for portions of Sites 2 and 3. As shown by the historical data, Site 2 and 3 groundwater is believed to be impacted by petroleum related compounds, including MTBE, solvents, metals and PCBs at detectable concentrations. See Phase I RIR, dated April 2009.

Tables 9 through 12 present tabular summaries of groundwater samples collected in 1987 and 1988, prior to remediation at the Clark property and Carousel Center construction. For comparison purposes, SPECTRA has listed NYSDEC water quality criteria (6 NYCRR Part 703) on these tables. As shown on Tables 9 through 12 and Figure 12, Sites 2 and 3 previously had VOC concentrations that exceeded regulatory standards.

Tables 13A through 13G summarize the historical and current groundwater quality at the former Amerada Hess oil storage property (i.e. Site 2). This area has some remaining VOC impacts to groundwater but currently contains a recovery trench at the downgradient (southern) edge of the property, just north of the Barge Canal.

Figure 12 presents a visual summary of groundwater quality near Sites 2 and 3.

4.2.1 Exposure Setting

As previously described in this document, current Site 2 and 3 uses primarily consist of vehicle parking lots. Historical uses at Sites 2 and 3 and surrounding parcels were various commercial and industrial businesses that included oil storage, scrap yards, Solvay waste disposal beds and disposal pits. The current surrounding land uses include several commercial businesses and office space in an urban setting. Commercial businesses include Carousel Center to the north and a Hess Gasoline refueling station to the south. Municipal water and sewer is present at the expansion area and surrounding areas. There are no surface water features at Sites 2 and 3. However, the Barge Canal is located to the west. Given the urban nature of the Sites 2 and 3 and the immediate vicinity, Sites 2 and 3 are not a significant wildlife habitat.

4.2.2 Current and Foreseeable Exposure Pathways

In evaluating the current and foreseeable exposure pathways for Sites 2 and 3, human and wildlife exposure potential must be considered for dermal contact with soil, surface water, and groundwater; ingestion of soil, surface water and groundwater; and inhalation of particulate matter and chemical vapors.

Based upon the exposure setting, including the physical nature of the Sites 2 and 3 and surrounding land uses, several exposure pathways are unlikely to be significant for current and foreseeable uses. Specifically, given the urban nature of Sites 2 and 3 and surrounding commercial setting, it is unlikely that Sites 2 and 3 will have an adverse impact on fish and wildlife, since significant habitat does not occur on Sites 2 and 3.

With regard to potential human exposure, surface water is not present at Sites 2 and 3 nor is it anticipated in future development plans. Groundwater from beneath Sites 2 and 3 is not currently used as a potable source. Therefore, dermal contact with or ingestion of surface water or groundwater are unlikely exposure pathways for current or foreseeable uses.

Further evaluation of the exposure potential at Sites 2 and 3 must consider future site use. Since the future use of Site 2 and 3 may be unrestricted, potential exposure could occur to on-site commercial workers. In addition, less frequent exposure could be experienced by periodic construction or utility workers and on-site residences. For these potential receptor groups, exposure may result from inhalation and dermal contact. In addition, a construction or utility worker might also be potentially exposed to soil by ingestion, in the event that good hygiene practices are not followed.

Based upon prior environmental investigations, the potential vapor exposure pathway will be further evaluated. Whether a potential exposure pathway actually presents a significant risk depends upon a number of factors including chemical concentration, contaminant toxicity, and exposure duration.

4.2.3 Preliminary Evaluation of Fate and Transport

Various chemical constituents have been detected in the soil and groundwater beneath Sites 2 and 3 during previous investigations. The primary compounds detected fall within three major chemical groups – volatile organic compounds (VOCs) including chlorinated VOCs, polychlorinated biphenyls (PCBs), metals, and semi-volatile organic compounds (SVOCs).

The VOCs at Sites 2 and 3 are generally consistent with gasoline or petroleum related materials. Specific constituents include benzene, ethylbenzene, toluene, xylene, and methyl tert-butyl ether (MTBE). Chlorinated VOCs, such as trichloroethene, may also be present. These compounds are soluble in groundwater to varying degrees, with MTBE being the most soluble. Compounds that become dissolved within groundwater can be transported beneath Sites 2 and 3 in a western direction toward the Barge Canal. VOCs also have a tendency to partition into the soil vapor and may, therefore, move laterally and vertically in the vadose zone from their original source area. Over time, many VOCs are subject to natural decomposition in the subsurface by biological and chemical processes.

SVOCs include heavy hydrocarbons and a series of compounds known as polyaromatic hydrocarbons (PAHs). These compounds can be associated with coal combustion, asphaltic materials and creosote by-products. SVOCs found at Sites 2 and 3 include; anthracene, benzo (a) anthracene, benzo (a) pyrene, benzo (b) flouranthene, chrysene, naphthalene, and pyrene. SVOCs are generally not as soluble in groundwater and do not partition to soil vapor as readily as VOCs. SVOCs have a greater tendency to adhere to soil particles within the subsurface. Of the common SVOCs, naphthalene 9a PAH compound is more readily soluble in groundwater.

PCBs have been historically documented at Sites 2 and 3, specifically at the portions that were occupied by the Marley operations. PCBs remaining in soil and groundwater may become airborne. Once in the air, PCBs are readily adsorbed onto particles of dust where they may be dispersed. The exact fate and transport of PCBs are directly related to the specific structure of individual PCB compounds. PCBs in air can be present in both solid and liquid aerosols, and as vapors that eventually return to the land and water by settling or washout by snow and rain.

In general, PCBs have a low solubility in water. Since they are heavier than water and do not readily dissolve, PCBs are adsorbed onto soil particles. In water, a small amount of PCBs may

5.0 INVESTIGATION PLAN AND METHODS

NYSDEC has determined that in light of the contiguous nature of BCP sites 1-9, investigation of on-site contamination for each such site is sufficient to satisfy BCP requirements (any off-site contamination need not be addressed). NYSDEC has similarly determined that where Barge Canal Lands are part of the BCP site, investigation of the Barge Canal Lands is sufficient to meet BCP requirements. No off-site investigation within any of BCP sites 1-9 or investigation of the Barge Canal itself will be required as part of the proposed remedial investigation.

5.1 SOIL SAMPLING AND RATIONALE

The installation of 27 soil borings is proposed to determine the nature and extent of contamination as part of the Site 2 and 3 RIWP. These soil boring locations were selected based upon a grid pattern and are illustrated on Figure 13. The rationale for the soil boring locations and sampling parameters is presented below.

SOIL BORING ID	SOIL ANALYTICAL PARAMETERS	RATIONALE
RI 2&3 B1 through B27	VOCs (8260), SVOCs (8270), and PCBs 8082 and Metals	Obtain current soil analytical data within Sites 2 and 3.
* Sampling locations are approximate and may be modified based upon site access and physical conditions.		
** Soil borings, sediment and surface water samples will not be completed/collected in the Barge Canal aquatic environment as part of this RIWP.		
Note: Soil samples to be collected and analyzed by the laboratory will be based upon field conditions (i.e. through either PID screenings or visual observation).		

Soil Boring Procedures

A geoprobe (hydraulic push drill rig) or hollow stem auger drilling will be utilized to complete soil borings. During the advancement of the proposed borings, soil samples will be collected continuously to the bottom of each soil boring. Pursuant to this Sites 2 and 3 RIWP, individual soil samples will be geologically characterized and screened in the field using a photoionization detector (PID) capable of detecting total volatile organic vapors associated with fuel oils, petroleum products, and other volatile organic compounds. Up to one soil sample will be

remain dissolved but most tend to stick to particles and sediments. PCBs in water or sediment can bioaccumulate in fish and reach levels higher than the initial concentrations.

4.3 OFF-SITE AND UPGRADIENT SOURCES OF CONTAMINANTS

The historical uses of adjacent properties also present an increased likelihood for potential migration of contaminants onto Sites 2 and 3.

4.3.1 Contaminant Migration from Up-gradient Sources within "Oil City" (BCP Sites 6, and 7)

The former "Oil City" parcels located northeast of Hiawatha Boulevard are potentially up-gradient to Sites 2 and 3. Contamination at "Oil City" is known to include petroleum hydrocarbons in groundwater and soil. Historical documents indicate that groundwater contamination may be encountered on Sites 2 and 3 as a result of the Oil City contamination.

4.4 IDENTIFICATION OF DATA GAPS

Previous investigations identified varying amounts of contamination in soils at the Carousel Center Property, which were subsequently graded during construction. This contamination may be present in current soils on or near Sites 2 and 3. In addition, historic uses on or adjacent to Sites 2 and 3 may have impacted groundwater beneath Sites 2 and 3. Accordingly, SPECTRA has identified the following data gaps that will require additional investigation:

- Confirmation of the current soil conditions and chemical concentrations within the Sites 2 and 3;
- Further investigation of soil and groundwater quality on Sites 2 and 3;
- Investigation of soil vapor at Sites 2 and 3; and
- Investigation of PCB constituents.

Note: Potential downgradient and offsite contamination will not be investigated if the levels are adjacent to lands subject to a related BCA. Any such contamination will be treated as on-site contamination on the adjacent BCA site and be investigated under that particular RIWP.

collected at each soil boring location. Representative soil samples will be collected based on PID readings and visual observations.

All soil borings will be advanced to a depth of at least five feet below the water table. The boring depths may be increased if field evidence of contamination (e.g. odor, visual appearance, elevated PID readings) persists. All soil borings will be advanced through the fill materials and into native soils or until visual and PID screening indicate clean conditions.

Soil samples will be collected using standard soil sampling methods and will be submitted to a NYSDOH Certified Laboratory for analysis. Soil samples will be analyzed in accordance with the standard laboratory methods and procedures. All soil samples will be analyzed for volatile organic compounds by EPA method 8260 Target Compound List (TCL), semi-volatile organic compounds by EPA method 8270 TCL, PCBs by EPA Method 8082, and methods applicable to the Metals Target Analyte List (TAL).

All drill cuttings will be transported to authorized stockpiles within Oil City. Soil sampling equipment will be decontaminated between sampling events with Alconox and potable water-wash followed by a potable-water rinse.

5.2 GROUNDWATER SAMPLING AND RATIONALE

As summarized in Section 3.1.2, the Destiny Project Area has been historically and currently subject to several ongoing groundwater management and monitoring programs. Groundwater has historically been managed and monitored from a series of wells on the former Hess property and located within Site 2. It is expected that these wells are at hydraulically downgradient locations within Site 2. In addition, groundwater downgradient of Site 3 has been historically collected in foundation wells for Carousel Center. Monitoring is also ongoing in a well network that surrounds the VOC containment cell located on Sites 5. These ongoing groundwater programs generally provide adequate monitoring of groundwater related to Sites 2 and 3.

To supplement the existing monitoring program and provide a more comprehensive evaluation of groundwater quality at Sites 2 and 3, additional investigation at Sites 2 and 3 is proposed

Seven of the twenty-seven soil borings identified in Section 5.1 are proposed to be completed into new groundwater monitoring wells. In addition, groundwater sampling from four existing monitoring wells at the former Hess 2105 and 2108 areas will be sampled for VOCs, SVOCs, metals, PCBs and pH to evaluate Sites 2 and 3 groundwater. Refer to Figure 12 for the location of existing monitoring wells. A set of current groundwater elevation data will also be collected at Sites 2 and 3 so that a comprehensive groundwater flow map in the vicinity of the Sites 2 and 3

can be constructed. Groundwater data from the adjacent Destiny BCP Sites will also be considered in evaluating groundwater flow and quality at Sites 8 and 9.

The newly proposed groundwater monitoring well locations are illustrated on Figure 13. These locations may be adjusted, however, to accommodate field conditions at Sites 2 and 3. The rationale for the proposed monitoring well locations and sampling parameters is presented below.

MONITORING WELL ID	GROUNDWATER ANALYTICAL PARAMETERS	RATIONALE
RI 2&3 MW1 through MW7	VOCs 8260, SVOCs 8270, Total and Dissolved Metals, and PCBs by EPA Method 8082, pH (in-situ and Laboratory)	Evaluate groundwater quality at Sites 2 and 3 and adjacent BCP Sites
Sampling Adjacent Monitoring Wells: 2105-MW-6, 2105-MW-8, 2011-22, and 2011-23		
* Sampling locations are approximate and may be modified based upon site access and physical conditions.		

Monitoring Well Installation Procedures

A 4-inch hollow stem auger drill rig will be used to complete soil borings that are to be completed as monitoring wells. During the advancement of soil borings, soil samples will be collected and analyzed in the same manner as outlined in 5.1 above.

All borings for monitoring wells will be advanced to a depth of at least five to seven feet below groundwater table. All wells will be constructed with 10-feet of 2-inch diameter schedule 40 (10-slot) PVC well screens, No. 1 graded sand packs, schedule 40 PVC riser pipe, bentonite seals, and protective road boxes. The screens will be installed to bridge the water table in order to detect any light non-aqueous phase liquid (LNAPL) or "sheens".

Groundwater Well Development

All newly installed monitoring wells will be properly developed one week following installation. Prior to well development, SPECTRA will perform a complete round of depth to water

measurements to determine the stabilized groundwater depths, calculate groundwater elevations, and document any LNAPL or sheens, if present.

Groundwater Sampling Procedures

Groundwater samples will be collected from all wells approximately one week following their proper development. Prior to sampling, SPECTRA will perform a second complete round of depth to groundwater measurements to determine the stabilized depths, calculate groundwater elevations, and document any LNAPLs or sheens, if present.

Following the second round of depth to water measurements, SPECTRA will purge each well of at least three complete well volumes and collect groundwater samples for analysis. Groundwater samples will be collected using dedicated bailers or a peristaltic pump using "low flow" methods. All groundwater samples will be analyzed for volatile organic compounds by EPA method 8260 TCL, semi-volatile organic compounds by EPA method 8270 TCL, pH (in-situ and laboratory), PCBs Method 8082 and TAL total and dissolved metals. All groundwater and QA/QC samples will be submitted to a NYSDOH certified laboratory.

Soil Boring and Monitoring Well Survey

All new soil borings and monitoring wells will be surveyed to provide coordinate and elevation data for each well relative to a local datum. The survey will establish elevation controls in order to ascertain water table elevations at each well location to determine groundwater flow direction. Measurement of groundwater levels in the new wells will be coordinated with the ongoing monitoring programs to develop a groundwater flow for Sites 2 and 3 and surrounding areas, to the extent practical.

5.3 SOIL VAPOR SAMPLING AND RATIONALE

A total of 13 soil vapor points are proposed as part of this Site 2 and 3 RIWP. Proposed soil vapor locations are based upon a grid pattern and are illustrated on Figure 13. Rationale for the proposed soil vapor point locations and sampling parameters are presented in the table below.

VAPOR POINT ID	ANALYTICAL PARAMETERS	RATIONALE
RI 2&3 VP1 through VP15	VOC Method TO-15	Evaluate soil vapors at Sites 2 and 3
* Sampling locations are approximate and may be modified based upon site access and physical conditions.		

All soil vapor points will be installed using a geoprobe or hollow-stem auger to achieve the desired depth of the sample point and incorporate the following:

- A porous inert backfill material to create a sampling zone 1-2 feet in length;
- Fitted with inert tubing of an appropriate size and of laboratory or food grade quality to the surface;
- Sealed above the sampling zone with bentonite slurry for a minimum distance of 3 feet to prevent outdoor air infiltration, with the remainder of the borehole being backfilled with clean material; and
- Completed with flush mount protective road boxes or with steel stick-up protective casings.

Soil vapor sampling will be completed in accordance with the New York State Department of Health Final (NYSDOH) Guidance for Evaluating Soil Vapor Intrusion in the State of New York, dated October 2006. All soil vapor points will be surveyed using the same coordinate system established for the soil borings and monitoring wells.

5.4 DATA QUALITY OBJECTIVES, QUALITY ASSURANCE, QUALITY CONTROL

5.4.1 Data Quality Objectives

The analytical results will be reviewed with respect to laboratory compliance with EPA methods and with the NYSDEC Analytical Services Protocol. All analytical data packages will be provided in Category A (as defined by ASP) deliverable format.

The objectives of the data quality review are to ensure that the evaluation of the data will lead to a proper determination of the significance of the results and a determination of any remedial measures that might be required.

Appendix A contains a complete QA/QC Plan for the remedial investigation of Sites 2 and 3.

5.4.2 Quality Assurance/Quality Control

5.4.2.1 General QA/QC

The selected laboratory will perform all analysis in accordance with accepted EPA SW-846 methods including appropriate QA/QC samples including but not necessarily limited to blind field duplicates, matrix spike/matrix spike (MS/MSD) duplicates, and trip blanks. The laboratory will be NYSDOH certified and will be approved for performing all analysis and procedures. QA/QC samples will be collected at a rate of 1 for 20 samples.

5.4.2.2 Laboratory QA/QC

The laboratory selected to perform the analysis of the collected soil and groundwater samples will perform all required internal QA/QC evaluations consistent with the EPA methods performed. Any deviations from standards, discrepancies, and data qualifications will be noted.

5.4.2.3 Data Review

All analytical results will be reviewed by SPECTRA for quality with respect to practicable quantification limits and method detection limits. This review will include an evaluation of all QA/QC samples and the laboratory QA/QC results. Any inconsistencies will be noted and appropriately qualified.

6.0 SCHEDULE

6.1 FIELD ACTIVITIES PLAN

Subject to plan approval, coordination with NYSDEC personnel, weather conditions, holiday shopping schedules, building operations and site work schedules, it is anticipated that the field investigative measures and report outlined in this Site 2 and 3 RIWP can be completed within 3-6 months of initiation based on the following assumed timeline:

- Soil boring, soil sampling, monitoring well installation, installation and testing of soil vapor test points (1 month);
- Monitoring well measurements, development, sampling and well survey (1 week following installation);
- Receipt of soil, groundwater and soil gas laboratory data (1 month from collection with Category A deliverables);
- Preparation of a Site 2 and 3 Remedial Investigation Report (2 months from receipt of final laboratory analytical report).

6.2 REPORTING SCHEDULE

Detailed documentation of the site investigative activities will be maintained during the field activities. Reporting will include discussions of findings and submission of a final written report, including all laboratory documentation to NYSDEC.

6.2.1 Field Documentation

Documentation of the field activities and environmental sampling will include the following:

Field Notebook – Field personnel will maintain a bound field notebook, which will document dates, times and duration of pertinent field occurrences. Notebook entries will be made on consecutive pages.

Calibration Records – Calibration records for field instrumentation will be maintained in the field notebook.

Geologic Logs – Observations pertaining to site geology and hydrogeology made during the subsurface drilling will be recorded in the field notebook or on soil boring logs. Construction logs of monitoring wells will also be recorded on monitoring well installation logs.

Chain of Custody Forms – Sample handling will be recorded on chain-of-custody forms that will be included in laboratory data reports.

Destiny USA -NYS Brownfield Cleanup Program
Draft Remedial Investigation Work Plan - Sites 2 & 3
(NYSDEC SITE #'s C734130 & C734131)

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6.2.2 Reporting

Upon receipt and review of the full set of analytical data generated by the investigation, a report will be prepared which summarizes the methods, field findings, lab results, interpretations, conclusions and recommendations. A final report will be completed within approximately 2 months following the receipt of the full laboratory data set.

Destiny USA -NYS Brownfield Cleanup Program
Draft Remedial Investigation Work Plan - Sites 2 & 3
(NYSDEC SITE #'s C734130 & C734131)

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APPENDIX H TERMINOLOGY

TERMINOLOGY

The following provides definitions and descriptions of certain terms that may be used in this report. Italics indicate terms that are defined by ASTM Standard Practice E 1527-05. The Standard Practice should be referenced for further detail related definitions or additional explanation regarding the meaning of terms.

Recognized environmental condition(s) (REC): The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions.

De minimis conditions: Conditions that generally do not present threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions.

Historical recognized environmental condition(s) (HREC): Environmental condition which in the past would have been considered a recognized environmental condition, but which may or may not be considered a recognized environmental condition currently. The final decision rests with the environmental professional and will be influenced by the current impact of the historical recognized environmental condition on the property. If a past release of any hazardous substances or petroleum products has occurred in connection with the property, with such remediation accepted by the responsible regulatory agency (for example, as evidenced by the issuance of a no further action letter or equivalent), this condition shall be considered a historical recognized environmental condition.

Material threat: A physically observable or obvious threat which is reasonably likely to lead to a release that, in the opinion of the environmental professional, is threatening and might result in impact to public health or the environment. An example might include an aboveground storage tank that contains a hazardous substance and which shows evidence of damage such that it may cause or contribute to tank integrity failure with a release of contents to the environment.

Material impact to public health or environment: A substantial risk of harm to public health or the environment resulting from the presence or likely presence of an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. An example might include a release of a hazardous substance in concentrations exceeding applicable governmental agency standards under conditions that could reasonably and foreseeably result in substantial exposure to humans or substantial damage to natural resources. The risk of that exposure or damage would represent a material impact to public health or environment.

General risk of enforcement action: The likelihood that an environmental condition would be subject to enforcement action if brought to the attention of appropriate governmental agencies. If the circumstances suggest an enforcement action would be more likely than not, then the condition is considered a general risk of enforcement action.

Data failure: A failure to achieve the historical research objectives, even after reviewing the standard historical sources that are reasonably ascertainable and likely to be useful. Data failure is one type of data gap.

Data gap: A lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to site reconnaissance (for example, an inability to conduct the site visit), and interviews (for example, an inability to interview the key site manager, regulatory officials, etc.).

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APPENDIX K—FORM OF BOND COUNSEL OPINION

Upon delivery of the Series 2016A Bonds in definitive form, Barclay Damon, LLP, Bond Counsel to the Issuer, proposes to render its approving opinion in substantially the following form:

October __, 2016

City of Syracuse Industrial Development Agency
333 West Washington Street, Suite 130
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A
(Carousel Center Project)

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance on the date hereof by the City of Syracuse Industrial Development Agency (the “Issuer”) of its Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) in the aggregate principal amount of \$198,940,000 (the “Series 2016A Bonds”).

The Series 2016A Bonds are authorized to be issued pursuant to (i) Title I of Article 18-A of the General Municipal Law of the State of New York, as amended, and Section 926 of the State’s General Municipal Law, as amended from time to time (collectively, the “Act”); (ii) a certain master indenture of trust dated as of February 1, 2007, as supplemented by a certain first supplemental indenture to master indenture of trust dated as of February 1, 2007, a certain second supplemental indenture to master indenture of trust dated as of February 1, 2007, a certain third supplemental indenture to master indenture of trust dated as of April 1, 2009, a certain fourth supplemental indenture to master indenture of trust dated as of January 27, 2012, and a certain fifth supplemental indenture to master indenture of trust dated as of October 1, 2016 (as supplemented, the “Indenture”), each by and between the Issuer and Manufacturers and Traders Trust Company, as trustee (the “Bond Trustee”); and (iii) a resolution adopted by the Issuer on August 16, 2016 (the “Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Master Glossary of Terms dated as of October 1, 2016.

The Series 2016A Bonds are being issued to refund all of the Issuer’s PILOT Revenue Bonds, Series 2007A (Carousel Center Project) (the “Series 2007A Bonds”), to pay certain costs of issuance of the Series 2016A Bonds, and to fund the Tax-Exempt Account of the Debt Service Reserve Fund established under the Indenture. The proceeds of the Series 2007A Bonds were used to pay for, or to reimburse companies affiliated with Carousel Center Company L.P. (the “Carousel Owner”) for the prior payment of, an expansion of the Carousel Center consisting of a portion of the Public Improvement Costs of the Public Parking Improvements, Public Infrastructure Improvements and Public Use Improvements related to the First Phase consisting of approximately 850,000 square feet of gross leasable area (the “Expansion Project”).

The Series 2016A Bonds are dated the date hereof, are issued as fully registered bonds without coupons and mature and bear interest as set forth therein. The Series 2016A Bonds are subject to redemption prior to maturity upon the terms and conditions set forth therein and in the Indenture.

The principal of, and interest on, the Series 2016A Bonds are payable from payments in lieu of taxes relating to the Carousel Center (the “Carousel Center PILOTs”) to be made by the Carousel Owner under a certain payment in lieu of tax agreement dated as of December 31, 2005, among the Carousel Owner, DestiNY USA Holdings LLC (the “Expansion Owner”), the Issuer and the City of Syracuse (the “City”), as amended by a certain first amendment to payment in lieu of tax agreement dated as of February 1, 2007, a certain second amendment to payment in lieu of tax agreement dated as of January 27, 2012 and a certain third amendment to payment in lieu of tax agreement dated as of October 1, 2016 (as amended, the “PILOT Agreement”), each among the Carousel Owner, the Expansion Owner and the Issuer. The obligation of the Carousel Owner to make the Carousel Center PILOTs during each PILOT Year is evidenced by an amended and restated PILOT note dated the date hereof (each a “PILOT Note”), by the Carousel Owner to the Issuer in a principal amount equal to the aggregate amount of the Carousel Center PILOTs payable during such PILOT Year, and each PILOT Note is secured by an amended and restated mortgage and security agreement dated as of the date hereof (each a “PILOT Mortgage”), granted by the Carousel Owner and the Issuer to the Issuer encumbering their respective interests in and to the Carousel Center.

The Issuer has assigned (i) its interest in a certain third amended and restated installment sale agreement dated as of December 31, 2005 between the Issuer and the Carousel Owner, as amended by a certain first amendment to third amended and restated installment sale agreement dated as of February 1, 2007, a certain second amendment to third amended and restated installment sale agreement dated as of January 27, 2012 and a certain

third amendment to third amended and restated installment sale agreement, dated as of October 1, 2016 (as amended, the “Carousel Installment Sale Agreement”) (other than its Unassigned Rights) to the Bond Trustee as provided in the Indenture; and (ii) its interest in the Carousel Center PILOTs (other than its Unassigned PILOT Rights) to Manufacturers and Traders Trust Company (the “PILOT Trustee”), as provided in a certain PILOT assignment and escrow agreement dated as of December 31, 2005, among the Issuer, the PILOT Trustee, the Bond Trustee, the City and Onondaga County, New York (the “County”), as amended by a certain first amendment to pilot assignment and escrow agreement dated as of February 1, 2007 (as amended, the “PILOT Assignment”) among the Issuer, the PILOT Trustee and the Bond Trustee. The Issuer also has assigned its right, title and interest in and to the PILOT Notes and PILOT Mortgages to the PILOT Trustee pursuant to a certain assignment of PILOT mortgages dated the date hereof (the “Assignment of PILOT Mortgages”), and the PILOT Trustee has assigned the PILOT Notes and PILOT Mortgages to the Bond Trustee pursuant to a certain amended and restated collateral assignment of PILOT Mortgages dated the date hereof by the PILOT Trustee to the Bond Trustee (the “Collateral Assignment of PILOT Mortgages”).

We have reviewed opinions of even date herewith of Hawkins Delafield & Wood LLP, Richards Layton & Finger P.A. and Costello, Cooney and Fearon, counsels to the Carousel Owner and Expansion Owner, upon which we are relying as to the validity and enforceability against the Carousel Owner of the Carousel Installment Sale Agreement, the PILOT Agreement, the PILOT Notes and the PILOT Mortgages. No opinion as to such matters is expressed herein.

As Bond Counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates and documents (including documents contained in the record of proceedings with respect to the issuance of the Series 2016A Bonds) as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity and due execution of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, without having any independent investigation, we have relied upon, and assumed the accuracy and truthfulness of, the aforesaid instruments, certificates and documents.

For purposes of the opinions set forth in paragraph (viii), we have assumed (a) the accuracy of certain factual certifications of the Issuer, the Carousel Owner and the Expansion Owner, and (b) continuing compliance by the Issuer, the Carousel Owner and the Expansion Owner with their respective tax-related covenants in the Indenture, the Carousel Installment Sale Agreement, the Expansion Installment Sale Agreement and the Tax Compliance Agreement dated the date hereof (the “Tax Compliance Agreement”), among the Issuer, the Carousel Owner and the Expansion Owner. In the event of the inaccuracy or incompleteness of any of such certifications or of the failure by the Issuer, the Carousel Owner or the Expansion Owner to comply with such covenants, the interest on the Series 2016A Bonds could become includable in gross income for federal income tax purposes retroactive to the date of original execution and delivery of the Series 2016A Bonds, regardless of the date on which the event causing such inclusion occurs. Further, although such interest on the Series 2016A Bonds is excluded from gross income for federal income tax purposes, receipt or accrual of such interest may otherwise affect the tax liability of a holder of a Series 2016A Bond. The tax effect of receipt or accrual of the interest will depend upon the tax status of a holder of a Series 2016A Bond and such holder’s other items of income, deduction or credit. We express no opinion with respect to any such effect.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Series 2016A Bonds and we express no opinion relating thereto.

Based upon the foregoing, it is our opinion that:

- (i) The Issuer is a duly created and validly existing corporate governmental agency constituting a public benefit corporation under the laws of the State.
- (ii) The Project constitutes a “project” under and as defined in the Act.
- (iii) The Issuer has the right and power under the Act (a) to issue, execute, sell and deliver the Series 2016A Bonds; (b) to assign its interest in the Carousel Installment Sale Agreement to the Bond Trustee as provided in the Indenture, to assign its interest in the Carousel Center PILOTs to the PILOT Trustee as provided in the PILOT Assignment and to assign its interest in the PILOT Notes and the PILOT Mortgages to the PILOT Trustee pursuant to the Assignment of PILOT Mortgages; and (c) to enter into the Indenture, the PILOT Agreement, the PILOT Mortgages, the Carousel Installment Sale Agreement, the PILOT Assignment and the Assignment of PILOT Mortgages.
- (iv) The Resolution has been duly and lawfully adopted by the Issuer and is in full force and effect.
- (v) The Indenture, the PILOT Agreement, the PILOT Mortgages, the Carousel Installment Sale Agreement, the PILOT Assignment and the Assignment of PILOT Mortgages have been duly authorized and lawfully executed and delivered by the Issuer and (assuming the authorization, execution and delivery by the other

respective parties thereto) are valid and legally binding obligations of the Issuer enforceable against it in accordance with their respective terms.

(vi) The Series 2016A Bonds have been duly authorized, executed, delivered and issued for value by the Issuer in conformity with all applicable laws and the provisions of the Indenture and the Resolution and constitute valid and legally binding special obligations of the Issuer enforceable against it in accordance with their terms and are entitled to the benefits of the Indenture. The Indenture creates a valid pledge of and a valid lien upon the Trust Estate, except as set forth therein, and subject only to the provisions of the Indenture permitting the use and payment thereof for the purposes and on the terms and conditions set forth in the Indenture.

(vii) The Series 2016A Bonds do not constitute a debt of the State or of any political subdivision thereof, including, without limitation, the City or the County, and neither the State nor any political subdivision thereof, including, without limitation, the City or the County, will be liable thereon.

(viii) Under existing law and assuming the accuracy of certain representations and compliance with certain tax covenants described herein, (a) interest on the Series 2016A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), except that (a) no opinion is expressed as to such exclusion of interest on any Series 2016A Bond for any period during which any such Series 2016A Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a "substantial user" of the facilities refinanced with the proceeds of the Series 2016A Bonds or a "related person"; and (b) interest on the Series 2016A Bonds is treated as a preference item for purposes of calculating the federal alternative minimum tax imposed under the Code with respect to individuals and corporations under the Code.

(ix) Interest on the Series 2016A Bonds is exempt from personal income taxes imposed by the State of New York and political subdivisions thereof (including The City of New York and the City of Yonkers).

In rendering our opinion, we wish to advise you that:

(a) The enforceability against the Issuer of the Series 2016A Bonds, the Indenture, the PILOT Agreement, the PILOT Assignment, the PILOT Mortgages, the Assignment of PILOT Mortgages and the Carousel Installment Sale Agreement may be limited by any applicable bankruptcy, insolvency or other similar law or enactment now existing or hereafter enacted by the State or the federal government affecting the enforcement of creditors' rights generally.

(b) Equitable remedies with respect to any of the documents described in paragraph (a) above (and with respect to any other documents) lie in the discretion of a court and may not be available.

(c) We express no opinion as to the priority of the fee interest or the ownership of any other interest in any parcel of the land included within the Carousel Center, or the sufficiency of the description of any such parcel in the Indenture, the PILOT Agreement, the PILOT Assignment, the PILOT Mortgages or the Carousel Installment Sale Agreement or the existence of any liens or encumbrances on any property.

(d) Certain requirements and procedures contained or referred to in the Indenture and certain other documents delivered in connection with the issuance of the Series 2016A Bonds may be changed, and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of Bond Counsel. We express no opinion as to the Series 2016A Bonds or the interest thereon, if any, with respect to any change or action taken upon the advice or approval of bond counsel other than Barclay Damon, LLP.

We have examined the executed Series 2016A Bond numbered AR-1, in fully registered form and, in our opinion, the form of the Bond and the execution thereof are regular and proper.

Very truly yours,

Barclay Damon, LLP

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APPENDIX L—FORM OF CONTINUING DISCLOSURE AGREEMENT

\$198,940,000

City of Syracuse Industrial Development Agency
Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A
(Carousel Center Project)

and

\$10,600,000

City of Syracuse Industrial Development Agency
Taxable Refunding PILOT Revenue Bonds, Series 2016B
(Carousel Center Project)

This Continuing Disclosure Agreement (this “Disclosure Agreement”) dated as of October 1, 2016, is executed and delivered by Carousel Center Company L.P., a New York limited partnership (the “Company”), and Manufacturers and Traders Trust Company, as dissemination agent (in such capacity, the “Dissemination Agent”), in connection with the issuance of \$198,940,000 Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) (the “Series A Bonds”) and \$10,600,000 Taxable Refunding PILOT Revenue Bonds, Series 2016B (Carousel Center Project) (the “Series B Bonds,” and, together with the Series A Bonds, the “Bonds”). The Bonds are being issued pursuant to a Master Indenture of Trust (the “Master Indenture”) dated as of February 1, 2007 between the City of Syracuse Industrial Development Agency (the “Issuer”) and Manufacturers and Traders Trust Company, as trustee (in such capacity, the “Bond Trustee”), as supplemented and amended through the Fifth Supplemental Indenture to Master Indenture of Trust dated as of October 1, 2016 between the Issuer and the Bond Trustee (collectively, the “Indenture”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Company and the Bond Trustee, in its capacity as Dissemination Agent, for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist Merrill Lynch, Pierce, Fenner & Smith Incorporated (the “Purchaser”), in complying with the Rule (defined below). The Company and the Purchaser acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required to be provided under this Disclosure Agreement, and has no liability to any Person, including (without limitation) any holder or Beneficial Owner of the Bonds, with respect to any such reports, notices or disclosures.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Company pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Beneficial Owner*” shall mean any Person which (a) has the power, directly or indirectly to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Bond Trustee*” shall mean Manufacturers and Traders Trust Company, as Bond Trustee under the Indenture.

“*Collateral Documents*” means the Indenture and the Carousel Owner Documents (as defined in the Indenture).

“*Disclosure Representative*” shall mean such person or persons as the Company shall designate in writing to the Dissemination Agent and the Bond Trustee from time to time.

“*Dissemination Agent*” shall mean the Bond Trustee, in its capacity as Dissemination Agent hereunder, or any successor dissemination agent designated in writing by the Company and which has filed with the Bond Trustee a written acceptance of such designation.

“*EMMA*” means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

“*Indenture*” has the meaning set forth in the first paragraph hereof.

“*Listed Events*” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Official Statement*” means, collectively (i) the final Official Statement with respect to the Series A Bonds dated October 5, 2016 and (ii) the final Limited Offering Memorandum with respect to the Series B Bonds dated October 5, 2016.

“*Prescribed Form*” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Material Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Purchaser*” shall mean Merrill Lynch, Pierce, Fenner & Smith Incorporated as the original Underwriter of the Series A Bonds and the initial purchaser of the Series B Bonds required to comply with the Rule in connection with the offering of the Bonds.

“*Rule*” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*State*” means the State of New York.

Section 3. Provision of Annual Reports.

(a) The Company shall provide, or shall cause the Dissemination Agent to provide, not later than 120 days after the end of each Fiscal Year, commencing with the report for the Fiscal Year ending December 31, 2016, to the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement. If the Fiscal Year of the Company changes, the Company shall notify the Dissemination Agent and the Bond Trustee in writing of such change.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Reports to the MSRB, the Company shall provide the Annual Report to the Dissemination Agent. If, by such date, the Dissemination Agent has not received a copy of an Annual Report, the Dissemination Agent shall contact the Company to determine if the Company is in compliance with subsection (a) above.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the Company.

(d) The Dissemination Agent shall, if and to the extent the Company has provided the Annual Report to the Dissemination Agent, file a report with the Company and (if the Dissemination Agent is not the Bond Trustee) the Bond Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided.

Section 4. Content of Annual Report. The Annual Report of the Company shall contain or include by reference the following information:

(a) The audited financial statements of the Company for the prior Fiscal Year, prepared in accordance with federal income tax basis of accounting or in accordance with generally accepted accounting principles as promulgated from time to time by the Financial Accounting Standards Board, in each case consistently applied. If the audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Each Annual Report shall specify the accounting principles pursuant to which such financial statements were prepared.

(b) Financial and operating data of the type and in the format contained under the headings “THE CAROUSEL CENTER—Selected Statistical Data Regarding the Carousel Center” (current figures as of December 31, twelve-month aggregates for the prior fiscal year), “Tenant and Lease Information” (as of December 31), “—Carousel Lease Rollover Schedule” (rent roll as of December 31), “—Carousel Center Historical and Current Occupancy” (figures for relevant calendar year), “—Carousel Center In-Line

Tenant Sales” (figures for relevant calendar year), “—Carousel Center Annual Mall Shop Sales” (calendar year) and “—Management’s Discussion and Analysis of Results of Operations—Operating History” (figures for the most recent calendar year and comparison figures for the prior calendar year) in the Official Statement.

The audited financial statements described above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Company is an “obligated person” (as defined by the Rule), which have been filed with the MSRB. If the document included by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Company shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Company shall give, or cause to be given, in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) modifications to rights of security holders, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution or sale of property securing repayment of the securities, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the Company*;
- (xiii) the consummation of a merger, consolidation or acquisition involving the Company or the sale of all or substantially all of the assets of the Company, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material; and
- (xv) the occurrence of any material event of default under and as defined in the Collateral Documents.

(b) Whenever the Company obtains knowledge of the occurrence of a Listed Event, the Company shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence.

*This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Company in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Company, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Company.

(c) If the Dissemination Agent has been instructed by the Company to report the occurrence of a Listed Event, the Dissemination Agent shall file the notice of such occurrence with the MSRB in Prescribed Form with a copy to the Company.

(d) Notwithstanding this Section 5, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Bonds pursuant to the Indenture.

Section 6. Termination of Reporting Obligation. Except as otherwise provided herein, the obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds (each, a “Full Payment Event”). If the Company’s obligations under the Collateral Documents are assumed in full by another Person, such other Person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Company and the Company shall have no further responsibility hereunder (except with respect to obligations of the Company which survive the termination hereof pursuant to Section 11 hereof). If such termination or substitution occurs prior to a Full Payment Event, the Company shall give notice, or shall cause notice to be given of such termination or substitution in the same manner as for a Listed Event under Section 5 hereof.

Section 7. Dissemination Agent. The Company may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall have no obligation to disclose information about the Bonds except as expressly provided herein. The initial Dissemination Agent shall be the Bond Trustee. The Dissemination Agent may resign at any time by providing at least 30 days’ written notice to the Issuer and the Company, and such resignation shall be effective as of the date of the appointment of a successor designated Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Company and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Company other than amendments increasing or affecting the obligations or duties of the Dissemination Agent, which amendments shall require the consent of the Dissemination Agent, as applicable) and any provision of this Disclosure Agreement may be waived if such amendment or waiver would not, in the opinion of nationally recognized federal securities law counsel, cause the undertakings herein to violate the Rule as in effect at the time of the amendment or waiver, after taking into account any amendments or interpretations of the Rule. In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Company shall describe such amendment in the next Annual Report of the Company, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Company. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Reports for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Company from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Company chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Company shall not have any obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event to be posted on EMMA. Any such information or report that the Company provides to the Dissemination Agent shall be in the format required by the MSRB.

Section 10. Default. In the event of a failure of the Company to comply with any provision of this Disclosure Agreement, the Dissemination Agent, at the written direction of the Issuer, or any holder or Beneficial Owner of the Bonds (but only if and to the extent the Dissemination Agent is indemnified to its satisfaction from any costs, liability, or expense including, without limitation, fees and expenses of its attorneys, as provided in the Indenture) may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Company to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or any Collateral Document and the sole remedy under this Disclosure Agreement in the event of a failure of the Company

to comply with this Disclosure Agreement shall be an action to compel performance; provided, however that nothing in this Disclosure Agreement shall limit any holder's rights under applicable federal securities laws.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no further duties or responsibilities shall be implied. Any corporation or association into which the Dissemination Agent in its individual capacity may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Dissemination Agent in its individual capacity shall be a party, or any corporation or association to which all or substantially all the corporate trust business of the Dissemination Agent in its individual capacity may be sold or otherwise transferred, shall be the Dissemination Agent under this Disclosure Agreement without further act. The Company covenants and agrees to indemnify and hold the Dissemination Agent and its directors, officers, agents and employees (collectively, the "Indemnitees") harmless from and against any and all liabilities, losses, damages, fines, suits, actions, demands, penalties, costs and expenses, including out-of-pocket, incidental expenses, legal fees and expenses, the allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim ("Losses") that may be imposed on, incurred by, or asserted against, the Indemnitees or any of them for following any instruction or other direction upon which the Dissemination Agent is authorized to rely pursuant to the terms of this Disclosure Agreement. Provided the Dissemination Agent has not acted negligently or willfully, the Company also covenants and agrees to indemnify and hold the Indemnitees and each of them harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against the Indemnitees or any of them in connection with or arising out of the Dissemination Agent's performance under this Disclosure Agreement. The provisions of this Section 11 shall survive the termination of this Disclosure Agreement and the resignation or removal of the Dissemination Agent for any reason. Anything in this Disclosure Agreement to the contrary notwithstanding, in no event shall the Dissemination Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Dissemination Agent has been advised of such loss or damage and regardless of the form of action. The obligations of the Company under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds or the termination hereof.

(b) The Issuer shall have no responsibility or liability in connection with the Company's compliance with the Rule, its filing obligations under this Disclosure Agreement or in connection with the contents of such filings. The Company agrees to indemnify and save the Issuer, and its members, officers, employees and agents, harmless against any loss, expense (including reasonable attorneys' fees) or liability arising out of (i) any breach by the Company of this Disclosure Agreement or (ii) any Annual Report, Additional Reports or notices provided under this Disclosure Agreement or any omissions therefrom.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Company:	Carousel Center Company L.P. 4 Clinton Square Syracuse, New York 13202 Attention: Bruce A. Kenan Telecopier: (315) 422-0135
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To the Dissemination Agent:	Manufacturers and Traders Trust Company One M&T Plaza, 7th Floor Buffalo, New York 14203 Attention: Corporate Trust Telecopier: (716) 842-4474
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Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Company, the Dissemination Agent, the Issuer, the Purchaser, and the holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Applicable Law. This Disclosure Agreement shall be construed under the laws of the State.

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IN WITNESS WHEREOF, the Company and the Dissemination Agent have executed this Disclosure Agreement under seal on the date and year first written above.

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Dissemination Agent

By: _____
Name: _____
Title: _____

CAROUSEL CENTER COMPANY L.P., a New York
limited partnership

By: Carousel General Company LLC, a New York
limited liability company, general partner

By: Carousel Center Holdings Inc., a New York
corporation, its managing member

By: _____
Its: _____
Title: _____

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE REPORT

Name of Issuer: City of Syracuse Industrial Development Agency

Name of Bond Issue: \$198,940,000, City of Syracuse Industrial Development Agency Tax-Exempt Refunding PILOT Revenue Bonds, Series 2016A (Carousel Center Project) and \$10,600,000, City of Syracuse Industrial Development Agency Taxable Refunding PILOT Revenue Bonds, Series 2016B (Carousel Center Project)

Name of Company: Carousel Center Company L.P.

Date of Issuance: October 19, 2016

NOTICE IS HEREBY GIVEN that the Company has not provided an Annual Report with respect to the above-named Bonds. Specifically, the Company has not provided the report required pursuant to Section ___ of the Continuing Disclosure Agreement dated as of October 1, 2016 with respect to the above-named Bonds.

Dated: _____

MANUFACTURERS AND TRADERS TRUST
COMPANY, on behalf of Carousel Center Company L.P.

By: _____
Name: _____
Title: _____

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APPENDIX M—SUMMARY OF THE PILOT ASSIGNMENT

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the PILOT Assignment to which reference is made for the complete provisions thereof. This summary is only a brief description of certain provisions of the PILOT Assignment, is not complete or definitive and is qualified in its entirety by reference to the full text of the PILOT Assignment.

Assignment

(a) (i) The Agency pledges, assigns, transfers and sets over to the PILOT Trustee for the purposes described in the PILOT Assignment all of the Agency's right to and interest in all PILOT Payments due or to become due under the PILOT Agreement and any and all other rights and remedies of the Agency under or arising out of the PILOT Agreement, as amended from time to time, except for Unassigned PILOT Rights.

(ii) The Unassigned PILOT Rights from the assignment and transfer set forth in this summarized section, to the extent the obligations of the Obligors under the Unassigned PILOT Rights relate to the rights of the Agency with respect to PILOT Payments under the PILOT Agreement allocable to the Tankyard Tax, the Junkyard Tax, the Lakefront Improvement Fee, the Final Phase Adjustment and amounts payable to the City and the County from the Escrow Fund, such obligations, upon assignment of the PILOT Agreement by the Agency to the PILOT Trustee pursuant to the PILOT Assignment, shall be deemed to constitute and shall constitute obligations of the respective Obligor to the Agency and the PILOT Trustee jointly and severally, and either the Agency or the PILOT Trustee may commence an action to enforce such Obligor's obligations under the PILOT Agreement.

(b) Except as otherwise expressly provided in the PILOT Assignment, the PILOT Trustee shall have no obligation, duty or liability under the PILOT Agreement, nor shall the PILOT Trustee be required or obligated in any manner to fulfill or perform any obligation, covenant, term or condition of the Agency thereunder.

(c) The Agency irrevocably constitutes and appoints the PILOT Trustee its true and lawful attorney, with power of substitution for the Agency and in the name of the Agency or in the name of the PILOT Trustee or otherwise, for the use and benefit of the PILOT Trustee on behalf of the Bond Trustee, the City, the County and the Agency, as their interests may appear in the PILOT Assignment, to ask, demand, require, receive, collect and compound all claims for any and all moneys due or to become due under or arising out of the PILOT Agreement (except for Unassigned PILOT Rights) and to endorse any checks and other instruments or orders in connection therewith, and, if any default or Event of Default under the PILOT Agreement shall occur, (i) to exercise and enforce any and all claims, rights, powers and remedies of the Agency under or arising out of the PILOT Agreement (except for Unassigned PILOT Rights); and (ii) to file, commence and prosecute any suits, actions and proceedings at law or in equity in any court of competent jurisdiction to collect any such sums assigned to the PILOT Trustee under the PILOT Assignment and to enforce any rights in respect thereof and all other claims, rights, powers and remedies of the Agency under or arising out of the PILOT Agreement (except for Unassigned PILOT Rights).

PILOT Fund

(a) The PILOT Trustee shall establish and maintain the PILOT Fund, into which the PILOT Trustee shall deposit all payments made to it pursuant to the PILOT Agreement and the PILOT Assignment and any other amounts required or permitted to be deposited therein pursuant to the provisions of the PILOT Assignment.

(b) Such PILOT Fund, and all right, title and interest in and to all cash, property or rights transferred to or deposited in such PILOT Fund from time to time, all earnings, investments and securities held in such PILOT Fund in accordance with the PILOT Assignment and any and all proceeds of the foregoing, are conveyed, transferred, pledged and assigned to, and a security interest therein is granted to, and the PILOT Trustee shall hold and dispose of such PILOT Fund and the earnings thereon for the benefit of, the Bond Trustee, the City, the County and the Agency, as described in the PILOT Assignment.

(c) Within such PILOT Fund, the PILOT Trustee shall from time to time establish and maintain separate accounts (the "PILOT Fund Accounts") corresponding to each of the Election Notices delivered to the Agency under the PILOT Agreement by the respective Obligors thereunder.

Additional Funds

(a) The PILOT Trustee shall establish and maintain the following additional funds:

(i) The City of Syracuse Industrial Development Agency — DestiNY USA Project Debt Service and Reimbursement Fund (the "Debt Service and Reimbursement Fund"), which Debt Service and Reimbursement Fund shall be held for the benefit of, and pledged to, the Bond Trustee, and within which Debt

Service and Reimbursement Fund, the PILOT Trustee shall from time to time establish and maintain separate accounts (the “Debt Service and Reimbursement Fund Accounts”) corresponding to the PILOT Fund Accounts;

(ii) The City of Syracuse Industrial Development Agency — DestiNY USA Project Taxing Authorities Fund (the “Taxing Authorities Fund”), which Taxing Authorities Fund shall be held for the benefit of, and pledged to, the City and the County, and within which Taxing Authorities Fund, the PILOT Trustee shall from time to time establish and maintain separate accounts (the “Taxing Authorities Fund Accounts”) corresponding to the PILOT Fund Accounts;

(iii) The City of Syracuse Industrial Development Agency — DestiNY USA Project Additional Payments Fund (the “Additional Payments Fund”), which Additional Payments Fund shall be held for the benefit of, and pledged to, the City and the County, and within which Additional Payments Fund, the PILOT Trustee shall from time to time establish and maintain separate accounts (the “Additional Payments Fund Accounts”) corresponding to the PILOT Fund Accounts; and

(iv) The City of Syracuse Industrial Development Agency — DestiNY USA Project Escrow Fund (the “Escrow Fund”), which Escrow Fund shall *be* held and administered as described below and in the Ordinance, and within which Escrow Fund, the PILOT Trustee shall from time to time establish and maintain separate accounts (the “Escrow Fund Accounts”) corresponding to the PILOT Fund Accounts.

(b) The PILOT Trustee is authorized to establish and maintain for so long as necessary other funds and accounts under the PILOT Assignment, including accounts and subaccounts within the funds and accounts established by the PILOT Assignment; provided, however, that no such action shall adversely affect the priority of the liens established in the PILOT Assignment for the benefit of the City, County or Bond Trustee.

Receipt and Deposit of PILOT Payments and Other Amounts

(a) Immediately upon their receipt by the PILOT Trustee, the proceeds of any PILOT Payments required by the PILOT Agreement under any Election Notice, and any amounts paid by any third party to the PILOT Trustee on behalf of an Obligor as PILOT Payments (collectively, the “PILOT Receipts”), shall be deposited to the appropriate PILOT Fund Account within the PILOT Fund.

(b) PILOT Receipts deposited to a PILOT Fund Account shall be applied for the following purposes in the order of priority in which listed (including curing any deficiencies in prior deposits, transfers or payments), the requirements of each Fund, deposit, transfer or payment to be fully satisfied, leaving no deficiencies, prior to any deposit, transfer or payment lower in priority, except as otherwise specifically provided below:

(i) FIRST, if necessary, to the corresponding Taxing Authorities Fund Account, immediately upon their deposit to the appropriate PILOT Fund Account: a portion of the deposited PILOT Receipts in an amount such that the balance on deposit in the corresponding Taxing Authorities Fund Account immediately after such transfer will be at least equal to (A) the applicable Junkyard Tax, or (B)(1) the applicable Tankyard Tax, if any, and (2) the Final Phase Adjustment, if any, in each case (I) in the amount that would be payable with respect to such Junkyard Tax, Tankyard Tax or Final Phase Adjustment for the period with respect to which the PILOT Payment was made under the applicable Election Notice, were such Junkyard Tax, Tankyard Tax or Final Phase Adjustment payable on such a periodic basis and not semi-annually, and (H) in any event, in an amount such that upon the final deposit to such Taxing Authorities Fund Account preceding (or on, if applicable) any January 1 or July 1, the aggregate amount deposited to such Taxing Authorities Fund Account since the preceding July 1 or January 1, respectively, together with any other amounts then on deposit therein, is sufficient to provide for any and all required transfers on such January 1 or July 1 from such Taxing Authorities Fund Account to the City and the County pursuant to the summarized sections below entitled “Allocation of PILOT Receipts — PILOT Benefit Term for Carousel Center” and “Allocation of PILOT Receipts to City and County — PILOT Land Terms and PILOT Benefit Terms for Subsequent Phases”; provided, however, that following an acceleration described in the summarized section of the PILOT Agreement in Appendix D entitled “Events of Bankruptcy”, the amount of the PILOT Receipts so deposited that shall be transferred to the corresponding Taxing Authorities Fund Account shall equal that portion of the accelerated PILOT Payments, if any, that is attributable to the Tankyard Tax or the Final Phase Adjustment in accordance with such summarized section of the PILOT Agreement; and

(ii) SECOND, to the corresponding Debt Service and Reimbursement Fund Account, immediately after the transfer described in clause (i) above: a portion of the deposited PILOT Receipts sufficient to provide for the transfer on such date to the Bond Trustee of such PILOT Receipts to the extent and in the amount required by the PILOT Assignment; provided, however, that following an acceleration described in the summarized section of the PILOT Agreement in Appendix E entitled “Events of Bankruptcy”, the amount of the PILOT Receipts so deposited that shall be transferred to the corresponding Debt Service and Reimbursement Fund Account shall equal

that portion of the accelerated PILOT Payments that remains immediately following the transfer of such accelerated PILOT Payments described in the proviso in clause (i) above; and

(iii) THIRD, to the corresponding Additional Payments Fund Account, immediately after the transfer described in clause (ii) above: a portion of the deposited PILOT Receipts equal to the applicable requirement under clause (i) under the caption “PILOT Payments and Allocation During the PILOT Runoff Term” on Schedule Four of Exhibit A to the Ordinance, (A) in the amount that would be payable with respect to such requirement for the period with respect to which such PILOT Payment was made under the applicable Election Notice, were such requirement payable on such a periodic basis and not semiannually, and (B) in any event, in an amount such that upon the final deposit to such Additional Payments Fund Account preceding (or on, if applicable) any January 1 or July 1, the aggregate amount deposited to such Additional Payments Fund Account since the preceding July 1 or January 1, respectively, is sufficient to provide for any and all required transfers on such January 1 or July 1 from such Additional Payments Fund Account to the City and the County pursuant to the summarized section below entitled “Allocation of PILOT Receipts to City and County — PILOT Runoff Terms”; and

(iv) FOURTH, to the corresponding Escrow Fund Account, but only to the extent that all deposits, transfers or payments required by clauses (i)-(iii) above have been made and all requirements with respect thereto have been fully and completely satisfied (including the curing of any deficiencies in prior deposits, transfers or payments): an amount equal to the balance remaining on such date in the applicable PILOT Fund Account.

(c) Notwithstanding anything in paragraph (a) of this summarized section to the contrary, any amounts received by the PILOT Trustee from the Bond Trustee pursuant to Section 4.05 of the Master Indenture, constituting transfers of excess amounts on deposit in the applicable Account of the Revenue Fund established under the Master Indenture, shall be deposited in the corresponding Escrow Fund Account upon receipt.

Administration of Funds

(a) Any payment, deposit or transfer required to be made by the PILOT Assignment from any account set forth above shall be made *pari passu* with any other payments, deposits or transfers required to be made by the PILOT Assignment from *such* account, except as otherwise set forth in the Ordinance.

(b) In the event that there are insufficient moneys on deposit in any account set forth above to provide when due for the applicable payment, deposit or transfer required by the PILOT Assignment, the PILOT Trustee shall immediately transfer, from one or more corresponding accounts lower in priority, moneys sufficient to provide for such required payment, deposit or transfer. Such transfers shall be made in reverse priority order, from all other corresponding accounts lower in priority than the account in which such deficiency exists, until such deficiency shall have been satisfied.

(c) Unless, as of the fifth *anniversary* of the date any amount is first deposited to any Escrow Fund Account in connection with any Constructed Phase or the Carousel Center (each such date being referred to as the “First Payment Date”), either (i) Constructed Phase SIDA Bonds for the next Subsequent Phase have been issued, or (ii) a commitment for a construction loan (or similar financing) for the next Subsequent Phase has been accepted by a Pyramid Entity and such construction loan (or similar financing) actually closes within 180 days after such anniversary date, an amount equal to the first year's deposit to the Escrow *Fund* Account in connection with such Constructed Phase or the Carousel Center shall be paid to the City and County from the Escrow Fund Account in the same proportion that each would have received in real property taxes had such Constructed Phase or the Carousel Center been subject to real property taxes. The remaining four years of deposits, if any, and the deposit received during the year following such fifth anniversary, if any, will continue to be invested, reinvested and held in the Escrow Fund Account as described in the PILOT Assignment. This same procedure will be repeated as of each subsequent anniversary of the First Payment Date (for each deposit) until the Outside Completion Date, at which time if such moneys are not so used in connection with any Subsequent Phase, and neither of the events described in clauses (i) and (ii) above shall have occurred, the remaining moneys deposited *in* connection with *such* Constructed Phase or the Carousel Center shall be paid to the City and the County in the same proportion as set forth above. Notwithstanding the foregoing, upon the earliest to occur of (x) the opening for business of the Final Phase, and (y) the designation of a Constructed Phase as the Final Phase by a Pyramid Entity after opening for business, and (z) the later of the Outside Completion Date and the expiration of 180 days after the event described in clause (ii), above, any amounts held in the Escrow Fund Account and not required to pay the Public Improvements Costs shall *be* allocated, released and transferred to the City and County as set forth in the preceding sentences. Any amounts deposited to any Escrow Fund Account subsequent to the earliest to occur of the events specified in clauses (x), (y) and (z) of the next preceding sentence shall be promptly allocated, released and transferred to the City and County as set forth in the preceding sentences.

Investment and Valuation of Funds

(a) Moneys maintained by the PILOT Trustee in the funds and accounts established under the PILOT Assignment may be invested only in Authorized Investments, as directed by an Authorized Representative of the Agency. The PILOT Trustee shall use reasonable efforts to make such investments in such amounts and at such times as may be necessary to provide moneys when needed to make payments or transfers from the applicable fund or account. Net income or gain received and collected from such investments shall be credited and losses charged to the applicable fund or account.

(b) At least ten (10) days prior to the first Business Day of each month, the PILOT Trustee shall notify the Agency of the amount of such net investment income or gain received and collected subsequent to the first Business Day of the then-current month and the amounts then available in the various funds established under the PILOT Assignment.

(c) Upon the written direction of an Authorized Representative of the Agency, the PILOT Trustee shall sell at the best price reasonably obtainable by it, or present for redemption or exchange, any obligations in which moneys shall have been invested to the extent necessary to provide cash in the respective funds and accounts established under the PILOT Assignment required to make any payments to be made therefrom or to facilitate transfers of moneys or securities between various funds or accounts. The PILOT Trustee shall not be liable for any losses incurred as a result of actions taken in good faith in accordance with this paragraph (c) or any losses incurred as a result of any actions taken in the absence of instructions required by this paragraph (c). As soon as practicable, but in no event more than three (3) Business Days after any such sale, redemption or exchange, the PILOT Trustee shall give notice thereof to the Agency.

(d) The PILOT Trustee shall not be liable for any loss arising from, or any depreciation in the value of, any Authorized Investments in which moneys under the PILOT Assignment shall be invested. The investments authorized by this summarized section shall at all times be subject to the provisions of applicable law, as amended from time to time.

(e) Authorized Investments held in any funds or accounts under the PILOT Assignment shall *be* valued at the lesser of cost or market price, inclusive of accrued interest.

Allocation of PILOT Receipts—PILOT Benefit Term for Carousel Center

PILOT Receipts held by the PILOT Trustee during the PILOT Benefit Term relating to the Carousel Center in accounts that correspond to the Election Notice delivered to the Agency with respect to the Carousel Center shall be applied for the following purposes in the priority in which listed (including curing any deficiencies in prior deposits, transfers or payments), the requirements of each deposit, transfer or payment to be fully satisfied, leaving no deficiencies, prior to any deposit, transfer or payment later in priority, except as otherwise specifically provided below:

(a) FIRST, on each January 1 and July 1, or on the first Business Day thereafter in the event that such January 1 or July 1, respectively, is not a Business Day, from the Carousel Center Taxing Authorities Fund Account, the PILOT Trustee shall transfer to the City and the County, in proportion to the amount of real property taxes that would have been received by each had the Carousel Center not been exempt due to the status of the Agency, an amount equal to the Junkyard Tax payable with respect to the six (6) month period ending on the immediately preceding December 31 or June 30, respectively; provided, however, that in the event of an acceleration described in the summarized section of the PILOT Agreement in Appendix D entitled “Events of Bankruptcy”, the entire amount then on deposit in the Carousel Center Taxing Authorities Fund Account shall be transferred to the City and the County, in proportion to the amount of real property taxes that would have been received by each had the Carousel Center not been exempt due to the status of the Agency; and

(b) SECOND, from the corresponding Debt Service and Reimbursement Fund Account, on each date on which an amount is deposited to such Debt Service and Reimbursement Fund Account, the PILOT Trustee shall transfer PILOT Receipts to the Bond Trustee (A) in an amount such that the aggregate amount so transferred to the Bond Trustee subsequent to the first Business Day of the month immediately preceding any month in which an Interest Payment Date occurs (or subsequent to the Closing Date with respect to the Bonds, in the event that no Interest Payment Date has yet occurred) is equal to Accrued Debt Service with respect to the Bonds and any parity Additional Bonds calculated as of the first day of the month immediately following the month in which the PILOT Payment (from which such deposited amount was derived) was due, and (B) in any event, in an amount such that upon the final transfer of such PILOT Receipts to the Bond Trustee preceding (or on, if applicable) the first Business Day of the month immediately preceding any month in which an Interest Payment Date occurs, the aggregate amount so transferred to the Bond Trustee subsequent to the first Business Day of the month immediately preceding the month in which the immediately prior Interest Payment Date occurred (or subsequent to the Closing Date with respect to the, in the event that no Interest

Payment Date has yet occurred) is sufficient to provide for any and all required Debt Service Payments with respect to the Bonds and any parity Additional Bonds on such subsequent Interest Payment Date; provided, however, that in the event that PILOT Receipts are deposited to such Debt Service and Reimbursement Fund Account following an acceleration described in Section 30 of the PILOT Agreement, the entire amount so deposited shall be transferred to the Bond Trustee immediately upon such deposit.

Allocation of PILOT Receipts to City and County—PILOT Land Terms and PILOT Benefit Terms for Subsequent Phases

PILOT Receipts held by the PILOT Trustee in any Taxing Authorities Fund Account that corresponds to the Election Notice delivered to the Agency with respect to any Subsequent Phase shall, during the PILOT Land Term or PILOT Benefit Term for such Subsequent Phase, on each January 1 and July 1, or on the first Business Day thereafter in the event that such January 1 or July 1, respectively, is not a Business Day, be transferred by the PILOT Trustee from the corresponding Taxing Authorities Fund Account to the City and the County, in proportion to the amount of real property taxes that would have been received by each had such Subsequent Phase not been exempt due to the status of the Agency, in an amount equal to the sum of (i) the applicable Tankyard Tax, if any, payable with respect to such Subsequent Phase for the six (6) month period ending on the immediately preceding December 31 or June 30, respectively, and (ii) the Final Phase Adjustment, if any, payable with respect to such Subsequent Phase for the six (6) month period ending on the immediately preceding December 31 or June 30, respectively; provided, however, that in the event that PILOT Receipts are deposited to such Taxing Authorities Fund Account following an acceleration described in the summarized section of the PILOT Agreement in Appendix D entitled “Events of Bankruptcy”, the entire amount held in such Taxing Authorities Fund Account shall be transferred to the City and the County, in proportion to the amount of real property taxes that would have been received by each had the Carousel Center not been exempt due to the status of the Agency, immediately upon such deposit.

Allocation of PILOT Receipts to City and County—PILOT Runoff Terms

During the PILOT Runoff Term with respect to the Carousel Center or any Subsequent Phase, PILOT Receipts held by the PILOT Trustee in any Additional Payments Fund Account that corresponds to the Election Notice delivered to the Agency with respect to the Carousel Center or such Subsequent Phase, respectively, shall, on each January 1 and July 1, or on the first Business Day thereafter in the event that such January 1 or July 1, respectively, is not a Business Day, be transferred by the PILOT Trustee from such Additional Payments Fund Account to the City and the County, in proportion to the amount of real property taxes that would have been received by each had the Carousel Center or the subject Subsequent Phase, respectively, not been exempt due to the status of the Agency, in an amount equal to the payment required with respect to the Carousel Center or such Subsequent Phase, respectively, by clause (i) under the caption “PILOT Payments and Allocation During the PILOT Runoff Term” on Schedule Four of Exhibit A to the Ordinance for the six (6) month period ending on the immediately preceding December 31 or June 30, respectively.

No Recourse; Limited Obligation of the Agency

(a) **No Recourse.** All covenants, stipulations, promises, agreements and obligations of any party to the PILOT Assignment shall be deemed to be the covenants, stipulations, promises, agreements and obligations of such party and any general partner or other Person legally obligated to perform the obligations of such party and not of any member, shareholder, limited partner, officer, agent, servant or employee of such party in his, her or its individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the PILOT Assignment, or otherwise based on or in respect of the PILOT Assignment, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, shareholder, limited partner, officer, agent, servant or employee, as such, of such party or any successor thereto or any person executing the PILOT Assignment on behalf of such party. Any and all such liability of, and any and all such rights and claims against, any person or entity other than a party hereto under or by reason of the obligations, covenants or agreements contained in the PILOT Assignment or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the PILOT Assignment.

(b) **Limited Obligation.** The obligations and agreements of the Agency contained in the PILOT Assignment shall not constitute or give rise to an obligation of the State, the County or the City, and none of the State, the County or the City shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the PILOT Agreement and the lease, sale or other disposition of the Project Facility.

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APPENDIX N—SUMMARY OF THE AMENDED AND RESTATED PILOT NOTE

The following, in addition to information provided elsewhere herein, summarizes certain provisions of the Amended and Restated PILOT Note (the “PILOT Note”) to which reference is made for the complete provisions thereof. This summary is only a brief description of certain provisions of the PILOT Note, is not complete or definitive and is qualified in its entirety by reference to the full text of the PILOT Note.

The Carousel Owner promises to pay to the order of the Issuer, as the initial holder of each PILOT Note (the “Holder”) a specified principal sum. The specified principal sum shall represent indebtedness evidenced by a prior note (the “Original Note”) which shall hereafter be evidenced by the PILOT Note and payable on the terms and conditions set forth therein. Such indebtedness is ratified and confirmed in all respects. The PILOT Note is given in amendment and renewal and not in payment of the Original Note. The PILOT Note shall not in any event be deemed to constitute a novation, waiver, release, discharge or other extinguishment of the indebtedness evidenced by the Original Note.

Purpose of PILOT Notes

Each PILOT Note is given to evidence the obligation of the Carousel Owner to make payments in lieu of real property taxes required to be made by the Carousel Owner during a specified PILOT Year with respect to the Carousel Center under the PILOT Agreement.

Payment Terms

Except as otherwise expressly specified in each PILOT Note, no interest accrues or is payable thereon. The Carousel Owner is obligated to make monthly payments of principal in specified amounts.

Prepayment

The Carousel Owner has the right to prepay all or any portion of the principal amount evidenced by each PILOT Note at any time without prepayment premium or other charge.

PILOT Mortgages

Each PILOT Note is secured by a corresponding PILOT Mortgage.

Event of Default

If not previously due and payable, the entire unpaid principal amount of each PILOT Note, together with accrued and unpaid interest thereon, if any, shall, without notice, become immediately due and payable, at the option of the Holder, and the Holder shall thereupon have the right, among others, to foreclose the corresponding PILOT Mortgage, upon the occurrence of any “event of default” under the corresponding PILOT Mortgage.

Default Payments

If any installment of principal is not paid as and when the same becomes due and payable under each PILOT Note, the obligation to pay such unpaid installment shall continue as an obligation of the Carousel Owner until such unpaid installment shall have been paid in full, and the Carousel Owner shall pay the same together with any Default Payments due at the time of such payment in accordance with the terms of the PILOT Agreement.

Carousel Owner To Pay Expenses

If it becomes necessary to take any legal action to collect the indebtedness evidenced by any PILOT Note or any part thereof or to foreclose the corresponding PILOT Mortgage, or if any PILOT Note is placed in the hands of an attorney for collection, the Carousel Owner agrees to pay the reasonable attorneys' fees of the Holder, as well as all costs of collection, whether or not any such legal action is actually brought.

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