
City of Syracuse
Industrial Development Agency
201 East Washington St, 6th Floor
Syracuse, New York 13202
Tel (315) 473-3275

To: Finance Committee Members
Syracuse Industrial Development Agency

From: Judith DeLaney

Date: August 17, 2018

Re: Finance Committee Meeting Agenda – August 21, 2018

The City of Syracuse Industrial Development Agency will hold a Finance Committee meeting on **Tuesday, August 21, 2018 at 8:00 a.m.** in in the Common Council Chambers, 304 City Hall, 233 East Washington St., Syracuse, N.Y. 13202.

The Agenda is as follows:

- I. Call Meeting to Order –**
- II. Roll Call –**
- III. Proof of Notice – 1**
- IV. Minutes –2**

Approval of the minutes from the April 17, 2018 Finance Committee meeting.

- V. New Business –**

Former Syracuse Rigging Site - 341 Peat Street (City Crossroads) – Nora Spillane – 3

Review and recommendation to the Board of Directors relative to a request by staff approving resolution authorizing a lease between the Agency and the City of Syracuse on Agency owned property at 341 Peat Street and further authorizing the submission of a grant application to the NYS Environmental Restoration Program (ERP) for funding in an amount not to exceed \$1,700,000.00 (10% Agency Match).

Attachments:

- 1. Memo.*
- 2. Proposed Lease.*

3. *Periodic Review Report (Environmental)*
4. *Resolution.*

327 Montgomery Street – Nora Spillane – 4

Review and recommendation to the Board of Directors regarding the terms of a lease between the Agency and The Media Unit for property owned by the Agency at 327 Montgomery Street and authorization to hire a consultant to provide an assessment of the building in an amount not to exceed \$10,000.00

Attachments:

1. *Memo.*
2. *Presentation.*
3. *Proposed Lease. (Amendment)*
4. *Resolution.*

VI. Adjournment –

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275

PLEASE POST

PLEASE POST

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PUBLIC MEETING NOTICE

THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

HAS SCHEDULED

A

FINANCE COMMITTEE MEETING

TUESDAY AUGUST 21, 2018

At 8:00 a.m.

**IN THE
COMMON COUNCIL CHAMBERS
304 City Hall
233 East Washington Street
Syracuse, NY 13202**

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275

Minutes
SIDA Finance Committee Meeting
Tuesday April 17, 2018

Committee Members Present: Kathleen Murphy, Ricky Brown.

Staff Present: Honora Spillane, Matthew Kirwan, Esq., Judith DeLaney, John Vavonese, Meghan Ryan, Esq.,

Others Present: Stephanie Pasquale, Gary Thurston, Rick Moriarty

I. Call Meeting to Order

Ms. Murphy called the meeting to order at 8:15 a.m.

II. Roll Call

Ms. Murphy noted that all Committee Members were present.

III. Proof of Notice

Ms. Murphy noted notice of the meeting had been timely and properly provided.

IV. Minutes

Ms. Murphy asked for a motion to approve the minutes of the February 12, 2018 Finance Committee meeting. Mr. Brown made the motion. Ms. Murphy seconded the motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE FEBRUARY 12, 2018 FINANCE COMMITTEE MEETING.**

V. New Business

Joint School Construction Board (JSCB) Bond Series 2018B

Ms. Spillane noting the application and project description was included in the Committee's agenda packet reviewed an application from the JSCB requesting the Agency issue tax exempt school facility bonds in an amount not to exceed \$80,000,000.00. She said the funds will be used for the reconstruction/ rehabilitation planned at Huntington PreK-8, the Westside Academy at Blodgett, and the Public Leadership Academy at Fowler. She said the JSCB is also requesting the Agency waive 50% of its standard fee.

After a brief discussion Ms. Murphy asked for a motion recommending that the Board of Directors approve the bond sale as requested. Mr. Brown made the motion. Ms. Murphy seconded the motion. **ALL COMMITTEE MEMBERS PRESENT APPROVED A MOTION TO RECOMMEND TO THE BOARD OF DIRECTORS APPROVAL OF THE BOND SALE AS PRESENTED.**

VI. Adjournment

There being no further business to discuss Ms. Murphy asked for a motion to adjourn the meeting. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL COMMITTEE MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN THE MEETING AT 8:25 a.m.**

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275

MEMORANDUM

August 21, 2018

To: Finance Committee

From: Nora Spillane & Judy DeLaney

Re: Former Syracuse Rigging Site (City Crossroads)

History:

The Agency acquired the former Syracuse Rigging Site located at 341 Peat Street 1999. The intent for the long vacant, environmentally contaminated, tax delinquent 9.46 acre site was envisioned to be a commercial business park due to its highly visible proximity to Rt. 690 and other major traffic routes on the eastern side of the City.

Renamed "City Crossroads Commercial Park" the Agency entered into an agreement in 1999 with the Federal government for HUD 108/BEDI Funding (HUD108 /BEDI Funding) and in 2003 entered into an agreement with NYS for funding under the Environmental Restoration Program (ERP).

Along with its own resources the Agency used the federal money to fund the construction of a road through a portion of the site, performed an environmental cleanup of one parcel on site, and constructed a 70,000 square foot building with parking for the first prospective tenant, a safety shoe manufacturer from California. About the time construction was completed, the Company failed and declared bankruptcy leaving the Agency and the City with an empty building in the middle of a brownfield.

The Agency attempted to sell the building with little success until 2007 when it was approached by an out of state owner interested in purchasing the property to start a commissary to service his local franchise businesses. The 1.85 acre parcel was sub-divided and sold to CNY Commissary today pays full property taxes and is fully occupied by the commercial bakery with 50 employees servicing over 70 Dunkin Donut shops in the region.

Leases (Current):

The rest of the site has remained undeveloped. Around the time of the building sale to CNY Commissary, the City's Department of Public Works (DPW), in need of space for its mulching operations, informally began to use the remainder of the property for that purpose. In 2010 the Agency and the City formalized that arrangement with a lease agreement between the parties. That lease expired in 2015.

Additionally the Agency has a current license agreement with Park Outdoor Advertising renewable on an annual basis through July 2021 for a bill board on the property facing Rte. 690.

Request: Staff is requesting the Finance Committee make a recommendation to the Board of Directors to approve a lease with City's Department of Public Works for a period of three years until September 30, 2021 at a cost of \$1.00 annually.

Environmental:

As noted above, the Agency entered into the State's Environmental Restoration (ERP) program in 2003 via a State Assistance Contract for investigation of the balance of the original site (7.61 acres) now occupied by DPW. After substantial investigation and review by the State, the Agency in 2012 received a "Record of Decision" (ROD) from the NYSDEC outlining a "selected remedy" to return the site to a productive use. The remedy chosen by the State referred to as the "Excavation, Petroleum, Recovery & Site Cover Remedy" was estimated to cost \$1,560,000.00. Due to other pressing priorities, the expense, and the DPW tenancy, beyond required monitoring, the Agency did not take any further action.

The Agency has continued to monitor the site every three years (required by the ROD) and in July, C&S Engineers completed the 2018 Periodic Review Report and submitted it to the DEC. (See attached)

It has recently come to staff's attention that the NYSDEC is offering an ERP grant opportunity for remediation, design and construction costs of municipally owned brownfield sites. The State is making \$10,000,000 available across the State and a key requirement is that a "Record of Decision" is in place, facilitating quick implementation of the remedy outlined in the ROD. The grant will pay 90% of the cost of the remediation. The application is due September 7, 2018.

Staff has had conversations with the local DEC staff and C&S Engineers and both advised the Syracuse Rigging site would be a good candidate for the grant based on the same reasons the Agency took on the Project close to 20 years ago – its location, its viability as a commercial site, and the remediation of contamination that still exists there to this day. Additionally the State is currently investing \$65 million dollars in the Teall Ave Bridge Project (adjacent to the site) and proposes an additional \$16 million investment for the proposed Erie Blvd East Empire Trail - making the Crossroads site an attractive and complimentary choice for ERP funding at this time.

C&S Engineers is estimating in 2018 dollars the cost of the Syr. Rigging Project will be in the neighborhood of \$1,600,000.00 to \$1,700,000.00 but is working to confirm final costs. The Agency would be responsible for 10% match of the final figure. Additionally, as this is a reimbursable grant the Agency would be responsible for the upfront costs.

Request: Staff is requesting the Finance Committee make a recommendation to the Board of Directors to approve a resolution authorizing the Agency to submit an application to the NYS Environmental Restoration Program (ERP) for grant funding in an amount of up to \$1,700,000.00 and further authorize Agency funding up to \$170,000 to be used as the required match to the grant funding.

Attachments: Resolution/ Proposed Lease / Periodic Review Report

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "*Agreement*") dated as of _____, 2018, between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing pursuant to the laws of the State of New York, whose office is located at 201 East Washington Street, 6th Floor, Syracuse, New York 13202, (hereinafter referred to as the "*Landlord*") and the **CITY OF SYRACUSE**, a municipal corporation of the State of New York, having offices at City Hall, 233 East Washington Street, Syracuse, New York 13202 (hereinafter referred to as the "*Tenant*"),

WITNESSETH

WHEREAS, the Landlord is the owner of 341 Peat Street, Syracuse, New York (Tax Map # 032.1-01-05.3), and further described on the copy of a portion of the City of Syracuse tax map attached hereto as **Exhibit "A"** (the "*Property*"); and

WHEREAS, the Tenant requested the Landlord lease the Property, for the purpose of storing and processing yard waste and certain forms of solid waste collected by its Department of Public Works, in the normal course of its municipal function; and

WHEREAS, the Landlord passed a Resolution on August 21, 2018- authorizing the Chairman to execute this Agreement with the City of Syracuse; and

WHEREAS, the Common Council on _____, 2018 adopted Ordinance No. ____-2018 which was approved by the Mayor on _____, 2018, authorizing the execution of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Landlord hereby leases the Property to the Tenant, and the Tenant hereby leases the Property from the Landlord, for the purpose of storing and processing yard waste and tires collected by the Tenant's Department of Public Works in the normal course of its municipal function.

2. The term of this Lease Agreement shall be for a three (3) year period commencing October 1, 2018 and ending September 30, 2021. This Agreement shall terminate upon the earlier of written notice of termination by either party in accordance with the terms hereof or September 30, 2021.

3. For the term of this Agreement the Tenant shall pay to the Landlord, the sum of \$1 per year ("*Monthly Rent*"), to be payable on the first day of the City's fiscal year, plus Additional Rent (as defined herein) to be paid as incurred.

4. Tenant, at its own expense, will maintain, repair and keep the Property in reasonably good condition and repair and appearance, and shall promptly make necessary repairs which may be required to be made upon or in connection with any of the Property in order to keep and maintain the Property in good repair and appearance.

5. This Agreement may be terminated at the option of either party, upon at least ninety (90) days written notice to the other.

6. The Tenant has inspected the Property and accepts it in as-is condition.

7. The Tenant may not construct improvements to the Property without the prior approval of the Landlord.

8. The Tenant shall be fully responsible for its activities on the Property and shall be fully responsible for any liability, claim, loss, cost, damage suit or judgment (and any and all costs and expenses, including, but not limited to, reasonable counsel fees and disbursements if assessed by a court of competent jurisdiction) arising from the Tenant's use and occupation of the Property (collectively "*Use Claims*"). Tenant shall clean up and mitigate the effect of any Regulated Substances (as defined herein) or violations of Environmental Laws (as defined herein) which it or its licensees caused or brought onto the Property and shall indemnify and hold Landlord harmless from all liability resulting therefrom. Tenant shall defend, indemnify, and hold harmless Landlord from and against all claims, losses, demands, liabilities, actions, penalties, judgments, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "*Environmental Claims*") and together with the Use Claims, collectively, the "*Claims*") suffered or imposed upon or against Landlord to the extent caused by: (1) the negligence of Tenant or any person claiming by, through or under Tenant; (2) the release at under or upon the Property of any Regulated Substances or in violation of any Environmental Law or (3) any breach by Tenant of any representation, covenant or other term contained in this Agreement; however, Tenant's obligations hereunder shall not apply: (i) to the extent any Claim arises from the negligence or willful misconduct of Landlord; or (ii) to the extent such obligations are prohibited by applicable Law.

9. Defined terms. "*Regulated Substances*" means any substance for which its use, manufacture, storage, transport, treatment, release or disposal is regulated by an Environmental Law; asbestos containing materials; PCB's; petroleum products; and all other toxic, dangerous or hazardous chemicals, materials, substances, pollutants or wastes which pose a hazard to the health and safety of the occupants of the Building as the same may be defined under the Environmental Laws.

"*Environmental Laws*" means any and all federal, state or local statutes, ordinances, rules, regulations, standards, policies, or other requirements relating to pollution or protection of human health and safety and the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by SARA, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act and any similar law of the state, county or city in which the Premises is located.

"Additional Rent" means all sums (except Monthly Rent) payable by Tenant to Landlord under this Agreement.

10. This Agreement may not be assigned by the Tenant.

11. Tenant shall maintain in full force and effect during the Term of this Lease, and any extensions:

A. "all-risk" commercial property insurance for any real and personal property and tenant's betterments and improvements in the amount of the full replacement values thereof, as the values may exist from time to time; and

B. A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Lease and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Property and equipment located thereon and the Tenant's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Property or in connection with the ownership, maintenance, use and/or occupancy of the Property and all appurtenant areas; Landlord shall be named as an additional insured. All such insurance shall be on a primary and non-contributory basis.

12. The Tenant agrees to comply with the laws, ordinances and requirements of all federal, state and local governments, or their agencies, with respect to its lease and use of the Property. Tenant further agrees to comply with the terms of the Interim Site Management Plan, dated August 2013 (the "*ISMP*"), a copy of which is attached hereto at **Exhibit "B"** and to cooperate with the Landlord, to the extent required, for Landlord to comply with same. Tenant further agrees to cooperate fully with the Landlord in any remediation plan implemented by the Landlord in accordance with the terms of the Record of Decision ("*ROD*") issued by the Division of Environmental Remediation of the New York State Department Environmental Conservation in March, 2012. For the avoidance of doubt, the Tenant is not responsible for any monetary obligations under either the *ISMP* or the *ROD*.

13. Upon the termination of this Agreement, the Tenant shall vacate the Property and remove any structures, equipment and/or materials that it has erected, placed or stored on it and repair any damage caused by such removal at its sole cost and expense.

14. If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be

invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

15. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. Should either party default in the performance or observance of any of its obligations and/or covenants hereunder, the other party shall have the right to terminate this Agreement on twenty (20) days' notice and seek associated damages and/or specific performance.

17. This Agreement, including the Exhibits, constitutes the entire agreement between Landlord and Tenant with respect to the Property and may be amended or altered only by written agreement executed by both parties, and supersedes all prior agreements, whether written or oral, between the parties.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Michael Frame, Chairman

CITY OF SYRACUSE

By: _____
David Clifford
Commissioner of Assessment

EXHIBIT "A"
Legal Description of Property

EXHIBIT "B"
Copy of Interim Site Management Plan

The background image shows a natural landscape with tall, thin reeds in the foreground, a dirt path or cleared area in the middle ground, and a dense line of green trees in the background under a clear blue sky. A teal-colored banner is overlaid on the left side of the image, containing white text.

Periodic Review Report

NYSDEC Site
No. B00146

Former Syracuse
Rigging Site
341 Peat Street,
Syracuse, NY

Prepared for:
Syracuse
Industrial
Development
Agency

August 2018

Periodic Review Report

NYSDEC Site Number: B00146

Former Syracuse Rigging Property

341 Peat Street
City of Syracuse, Onondaga County, New York

Prepared For:

Syracuse Industrial Development Agency
203 City Hall
233 East Washington Street
Syracuse, New York

Prepared By:

C&S Engineers
499 Colonel Eileen Collins Blvd.
Syracuse, New York 13212

August 2018

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Table 4-2: Historical Non-Aqueous Phase Liquid

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Figure 1 – Site Location Map

Figure 2 – Aerial Photograph

Figure 3 – Groundwater Monitoring Well Network from ROD

Attachments

Attachment A – Site Inspection Checklist

Attachment B – Monitoring Well Gauging Log

EXECUTIVE SUMMARY

C&S Engineers has completed annual site monitoring activities required by the August 2013 Interim Site Monitoring Plan for the Former Syracuse Rigging Property (Site or Property) located at 341 Peat Street in the City of Syracuse, New York.

Findings of the annual site monitoring activities are noted in detail within this Report. The following conclusions are provided regarding the results of the annual site monitoring activities:

- The property has not been utilized for a higher level of use (such as unrestricted or restricted residential), groundwater is not being utilized, no buildings or construction activities have occurred, and vegetable gardens / farming are not being conducted at the property, all of which are consistent with the requirements noted in the Interim Site Management Plan.
- There are several Site Controls that are not in compliance with the Operations Plan included in the Interim Site Management Plan. The following deficiencies have the potential to contribute to the migration of contaminants from the property or the destruction of onsite monitoring wells:
 - Site activities are occurring on the northeastern portion of the site, which has a restriction against use unless approved by NYSDEC and NYSDOH.
 - Rutting of surface soil by trucks and heavy equipment was noted throughout the site.
 - The operation of equipment and trucks was actively causing dust.
 - Evidence that sediment / soil is being tracked offsite to Peat Street was observed.
 - Loading / unloading areas are located throughout the site.
 - Some of the groundwater monitoring wells are not protected from impact by site operations, equipment, or vehicles. The monitoring wells are not locked or marked.
- Groundwater gauging of the monitoring wells identified non-aqueous phase liquid within monitoring well MW-5 at a thickness of 2.72 feet, which is approximately 50% less than reported in the August 2015 Periodic Review Report (5.39 feet). However, both of these recorded thicknesses are significantly greater than those reported during the remedial investigation. The depth of water or non-aqueous phase liquids could not be determined for monitoring wells MW-1 or MW-3, since these wells have been damaged.

Our recommendations are provided in Section 6.0.

1.0 INTRODUCTION

1.1 SCOPE AND PURPOSE

This Periodic Review Report was completed consistent with the March 25, 2015 Site Monitoring Agreement. The purpose of the annual site monitoring activities and preparation of the Periodic Review Report are to comply with New York State Department of Environmental Conservation (NYSDEC) requirements described within the August 2013 Interim Site Management Plan for the Former Syracuse Rigging Property, identified as NYSDEC Site No. B00146.

2.0 SITE AND AREA DESCRIPTION

2.1 PROPERTY INFORMATION

The former Syracuse Rigging site, is a 6.8-acre lot located at 341 Peat Street and 100 Greenway Avenue in the City of Syracuse, New York. The location of the property is shown on **Figure 1** and **Figure 2**.

Table 2-1
Property Information

CATEGORY	PROPERTY DATA
OWNERSHIP	SYRACUSE INDUSTRIAL DEVELOPMENT
ADDRESS	341 PEAT STREET, CITY OF SYRACUSE, NEW
TAX ID	032.1-01-05.3
AREA	6.8 ± ACRES
ACCESS	CITY CROSSROADS DRIVE/GREENWAY

2.2 HISTORICAL SITE USE

Since circa 1890s until approximately 1956, the property was occupied by significant industrial operations. Later, from the 1960s to the present-day, operations at the site have primarily consisted of light industrial and commercial operations. The following table summarizes the operations of the historical occupants of the property.

**Table 2-2
 Historical Site Use**

OCCUPANT	APPROX YEARS	OPERATIONS
ARCHIBOLD BRADY LOBE FORGE AND MANUFACTURING COMPANY	1890s-1930s 1900s-1950s	STRUCTURAL STEEL WORKS DROP FORGE PLANT PRODUCING METAL ARTICLES IN STEEL, NICKEL, EQUIPMENT REPAIR AND SALES
FINGER LAKES EQUIPMENT CORPORATION	1910s-1960s	
GENERAL MATERIALS AND WRECKING	1930s-1940s	BUILDING MATERIALS CONTRACTOR
BOLAND TRUCKING INC.	1950s-1960s	TRUCKING AND DISTRIBUTION
ONTARIO FREIGHT LINES	1960s	TRUCKING AND DISTRIBUTION
SYRACUSE PAINT AND VARNISH COMPANY (SPV)	1960s-1970s	PAINT SUPPLIER (ASSUMED)
SYRACUSE RIGGING	1970s-1990s	RIGGING CONTRACTOR
GREENWAY TRANSPORTATION	1990s	TRUCKING AND DISTRIBUTION
LEGNETTO CONSTRUCTION	1990s	GENERAL CONTRACTOR
SYRACUSE DPW	2000s	MULCHING AND COMPOSTING

2.3 SUMMARY OF ENVIRONMENTAL INVESTIGATIONS

Since the late 1980s, multiple environmental assessments and investigations have been completed for the property. The environmental investigations identified several areas of concern at the property associated with its historical industrial uses. The areas of concern were further evaluated and identified areas of petroleum / solvent and metal contamination in subsurface soils and metals in surface soils. Groundwater samples collected from site groundwater monitoring wells identified a few volatile organic compounds (VOC) and metals. Remedial activities were conducted in 2000 and 2001 and

included removal of impacted soils from select areas of concern.

The property was subsequently enrolled in the Environmental Restoration Program (ERP) and a detailed Remedial Investigation (RI) was conducted at the site. The RI included the advancement of test trenches / pits, installation of five groundwater monitoring wells, and additional soil / groundwater sampling. The findings of the RI identified the following:

- Non-native surface soils located throughout the property contain elevated concentrations of several metals.
- Non-native subsurface soils located throughout the property contained elevated concentrations of poly aromatic hydrocarbons (PAH) and metals.
- Petroleum impacted subsurface soils were noted within the northwestern portion of the property.
- Diesel impacted subsurface soils are located on the southwestern portion of the property associated with a layer of light non-aqueous phase liquid (diesel) which was identified in this area of the site.
- The results of offsite subsurface soil testing indicated that PAH and metals are present within subsurface soils, which are similar to those detected in onsite soils. PCBs were also identified within a soil sample collected at the Winkleman site (offsite, but adjacent to the west) in an area of known PCB impacts.
- Laboratory analysis of onsite soils stockpiled on the property within a soil berm indicated that elevated concentrations of PAHs are present.
- No PCBs were identified within surface and subsurface soil samples collected at the property.
- Elevated concentrations of metals were detected within on and offsite groundwater.
- Laboratory analysis of offsite groundwater collected on the Winkleman site identified elevated VOCs. The presence of chlorinated VOCs and their breakdown products indicates there is a potential for soil vapor intrusion (SVI) at the site due to the calculated groundwater flow direction.
- The presence of light non-aqueous phase liquid (diesel) was identified within groundwater monitoring well MW-5. Further investigations and bail down tests were conducted and the thickness of the light non-aqueous phase liquid decreased from 0.93 to 0.10 feet.

Refer to the December 2008 Site Investigation Report for additional detailed information.

3.0 SELECTED REMEDY

Remedial alternatives for the property were evaluated within a December 2008 Remedial Alternative Analysis Report (AAR). Additional detailed information can be found within the Record of Decision (ROD).

3.1 SUMMARY OF SELECTED REMEDY

Elements of the NYSDEC selected remedy for the property include:

- A remedial design program will be implemented to provide the details necessary for the construction, operation, maintenance, and monitoring of the remedial program. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy.
- All on-site soils located in the north-central portion of the site which are grossly-contaminated will be excavated and transported off-site for disposal or beneficial reuse. Soil stockpiled on the site will be used to backfill the excavation. If additional fill is needed, clean fill will then be brought in to replace the remainder of the excavated soil and establish the designed grades at the site. Any grossly-contaminated soils encountered in the stockpiled soils will be disposed of off-site.
- Soil and debris stockpiled along the western portion of the site, which reportedly originated from the adjacent Winkelman site will be disposed of off-site.
- Petroleum recovery wells will be installed to remove petroleum from the subsurface in the southern portion of the site in the vicinity of monitoring well MW-5.
- A site cover will be required to allow for commercial use of the site. The cover will consist of structures such as buildings, pavement, sidewalks comprising the site development or a soil cover in areas where the upper one foot of exposed surface soil will exceed the applicable soil cleanup objectives (SCOs). Where the soil cover is required it will be a minimum of one foot of soil, meeting the SCOs for cover material as set forth in 6 NYCRR Part 375-6.7(d) for commercial use. The soil cover will be placed over a demarcation layer, with the upper six inches of the soil of sufficient quality to maintain a vegetation layer.
- Imposition of an institutional control for the controlled property that: requires the Remedial Party or Site Owner to complete and submit to the NYSDEC a periodic certification of institutional and engineering controls; allows the use and development of the controlled property for commercial and industrial uses, restricts the use of groundwater as a source of potable or process water, without

necessary water quality treatment as determined by the NYSDOH or County DOH; prohibits agriculture or vegetable gardens on the controlled property; and requires compliance with the NYSDEC approved Site Management Plan.

- A Site Management Plan (SMP) will be developed that includes an Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the institutional and/or engineering controls remain in place and effective, a Monitoring Plan to assess the performance and effectiveness of the remedy, an Operation and Maintenance (O&M) Plan to ensure continued operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy, and provisions for the management and inspection of the identified institutional/engineering controls.

4.0 IC/EC COMPLIANCE

Site monitoring activities were conducted to review and identify if site controls are in compliance with the Interim Site Management Plan. SIDA indicated the following at the onset of site monitoring activities:

- There have been no changes to the use of the subject property.
- No excavation work has been conducted at the subject property.
- No additional soil, groundwater, or soil vapor sampling activities have been conducted.
- No emergency site inspections have been conducted.
- There are currently no plans for the redevelopment or remediation of the subject property.

4.1 Institutional Controls

An Environmental Notice was filed with Onondaga County for the property in August 2013. The Environmental Notice contained Institutional Controls to ensure protection of public health and the environment for the current use of the property.

Site restrictions that apply include:

- The property may only be utilized for mulching operations by the City of Syracuse Department of Public Works (DPW) provided that the site controls listed within the Interim Site Management Plan are being employed. Proposed modifications to the use of the property must be approved by the NYSDEC and NYSDOH.
- The property cannot be utilized for a higher level of use, such as unrestricted or restricted-residential use without additional remediation and amendment of Institutional Controls under guidance of the NYSDEC.

- All future activities at the property that disturb remaining contaminants must be conducted in accordance with the Interim Site Management Plan.
- Use of groundwater beneath the site is prohibited without treatment rendering it safe for its intended use.
- Vapor intrusion must be evaluated for any buildings developed on the property. Impacts that are identified must be monitored or mitigated.
- Vegetable gardens and farming are prohibited at the property.
- The site Owner/Remedial party must provide a written statement to the NYSDEC annually that certifies controls implemented at the property are unchanged, nothing has occurred that would impair the ability of the site controls to protect public health and the environment, or that constitutes a violation or failure to comply with the Interim Site Management Plan.

4.2 Engineering Controls

No engineering controls are currently in place at the subject property.

4.3 Operations Plan

An Operations Plan has been developed for the property to ensure that daily site activities do not result in the offsite migration of contaminants or adversely impact the remedial program. The plan outlines worker training and work practices followed by the DPW in order to continue use of the property for debris storage and mulching operations. Specific requirements of the Operations Plan are noted below:

- A DPW site supervisor shall be designated for the site. The site supervisor will be responsible for training all personnel working at the site and general day-to-day operations.
- DPW personnel working at the site shall be trained in work practices annually, in addition to known site hazards/contaminants.
- Site activities are not allowed on the northeastern portion of the site without prior approval from NYSDOH and NYSDEC.
- Operation of heavy machinery, trucks, and other equipment will be prohibited after periods of heavy rainfall or snow melt, unless stable roadways are constructed at the site (mulch or gravel).
- Areas of the site saturated with standing water shall be prohibited from use.

- Designated truck unloading/loading areas will be located at the site in areas that will have the least likelihood of causing offsite tracking of contaminants.
- Heavy equipment shall not disturb surface soils to the maximum extent possible (i.e. cutting into the surface with loaders or rutting).
- Methods shall be utilized to minimize and control the creation of dust at the site (i.e. watering roadways).
- All heavy equipment must be scraped clean or washed with a high-pressure water nozzle prior to leaving the site.
- Truck tires will be examined for mud/dirt by DPW personnel before they are allowed to drive off-site. If mud/dirt is observed on the tires, they will be cleaned with a shovel or high-pressure water nozzle.
- A stabilized entrance shall be positioned at points where traffic will be entering or leaving the site onto public roads. This measure will reduce the tracking of soils onto public roads or streets.
- If mud/dirt debris is observed on adjacent public roads or streets, the site supervisor must be notified. Roadways must be immediately cleaned and evaluated by the site supervisor. The site supervisor shall reconfirm truck tire tacking control procedures are being followed.
- The location of onsite groundwater monitoring wells must be appropriately marked and protected from site operations.

4.4 Property Review

Site reconnaissance of the property was performed on May 11 and August 2, 2018. During the site reconnaissance, the site was visually assessed and groundwater gauge monitoring was performed (5-11-18) for the onsite network of groundwater monitoring wells.

General Site Description

The property is currently being utilized by the City of Syracuse for debris storage and mulching operations (wood, fill material, tires, etc.). Piles of debris are located over a majority of the central and western portion of the subject property. The northeast corner of the subject property is covered with grass and shrub vegetation including small trees and thorn bushes. Heavy brush vegetation is located along the north, west, and south property boundaries. Concrete slabs are also located at the subject property in the northern portion of the subject property associated with former building foundations.

C&S conducted the site walk over to identify site conditions and the location of

groundwater monitoring wells. During the site walkover, the following site observations were noted:

Monitoring Well Network

- Monitoring well MW-1 is missing its cover and may have been vandalized, as it is filled with debris up to 4.4 feet below grade.
- The previous Periodic Review Report (August 2015 by others) indicated that monitoring well MW-4 could not be located and was believed to be either destroyed or buried with site debris. However, that well was located and gauged during this site inspection.
- Monitoring well MW-4 appears to have been impacted by equipment, causing a bend in the casing. As such, a water level measurement could not be acquired.
- The remaining monitoring wells were intact. However, some of the wells are not protected from traffic or site activities.

Emergency Contact List

- The list of emergency contact numbers noted within the Contingency Plan of the Interim Site Management Plan is posted at the entrance gate off Peat Street.

A copy of the Site Inspection Checklist is provided in **Attachment A**.

4.4.1 Review of Institutional Controls

The following observations, related to the site's Institutional Controls were noted at the time of the site reconnaissance:

- The property is currently being utilized by the DPW for debris storage and mulching operations.
- No groundwater was observed being used at the property. No potable or groundwater supply wells were observed.
- Rutting of surface soil by trucks and heavy equipment was noted throughout the site. The rutting has a potential to disturb surface soil contaminants.
- No building or construction projects were being constructed at the property.
- No vegetable gardens or farming is being conducted at the property.

4.4.2 Review of Site Controls

The following observations, related to the Site Controls / Operations were noted during the site reconnaissance:

- Site activities are occurring on the northeastern portion of the site, which has a restriction against use unless approved by NYSDEC and NYSDOH. This area is being utilized for the storage and handling of soil, as well as household

construction material and debris. This material is brought it from residents, contractors, and businesses. Large ruts are present in this area as well.

- There are truck and equipment related ruts throughout the site, many filled with ponded water.
- The operation of equipment and trucks was actively causing dust.
- Vehicles were observed leaving the property. It did not appear that vehicle tires were checked for mud / debris prior to leaving the property. Evidence that sediment / soil is being tracked offsite to Peat Street was observed.
- A stabilized entrance is being utilized at the property from City Crossroads Drive, which consists of asphalt pavement and gravel.
- Loading / unloading areas are located throughout the site.
- Not all of the groundwater monitoring wells are protected from impact by site operations, equipment, or vehicles. The monitoring wells are not locked or marked.

4.5 Groundwater Gauge Monitoring

Annual groundwater gauging was conducted at the time of the May 11, 2018 site reconnaissance. Groundwater gauging was conducted to determine if non-aqueous phase liquid has significantly changed based on prior measurements. An oil / water interface probe was utilized to determine the depth of product and groundwater within the wells. The results of the gauging are shown below.

**Table 4-1
Groundwater Gauging Monitoring Log**

WELL NO.	DEPTH TO NON AQUEOUS PHASE LIQUID	DEPTH TO WATER (FT)	WELL DEPTH (FT)	PVC ELEVATION (FT)	GROUNDWATER ELEVATION (FT)
MW-1	NA	NA	4.4	417.77	NA
MW-2	NA	6.63	20.32	417.92	411.29
MW-3	NA	NA	19.42	416.43	NA
MW-4	NA	8.05	17.05	417.97	409.92
MW-5	14.00	16.72	20.25	418.88	402.16
MW-6	NA	9.02	20.25	417.97	408.95

A copy of the monitoring well gauging log is provided as **Attachment B**. As discussed above, groundwater levels could not be measured for monitoring well MW-1 or MW-3, due to damage.

Non-aqueous phase liquid levels of product within monitoring well MW-5 are noted within the December 2008 Site Investigation Report and are summarized below.

Table 4-2
Historical Non-Aqueous Phase Liquid

DATE	NON-AQUEOUS PHASE LIQUID PRODUCT THICKNESS (FT)
DECEMBER 13, 2004	0.74
MAY 24, 2004¹	0.93
MAY 25, 2004¹	0.49
JUNE 24, 2005²	0.60
JUNE 27, 2005²	0.60
JUNE 29, 2005²	0.28
JULY 1, 2005²	0.14

Notes:

¹ Measurements were collected during a bail down slug test.

² Measurements were collected during investigation of non-aqueous phase liquid recharge rates.

The results of the groundwater gauging indicate that the thickness of non-aqueous phase liquid within monitoring well MW-5 is 2.72 feet, which is approximately 50% less than reported in the August 2015 Periodic Review Report (5.39 feet). However, both of these recorded thicknesses are significantly greater than those reported during the remedial investigation.

5.0 CONCLUSIONS

The following conclusions are provided relative to the annual site monitoring:

- The property has not been utilized for a higher level of use (such as unrestricted or restricted residential), groundwater is not being utilized, no buildings or construction activities have occurred, and vegetable gardens / farming are not being conducted at the property, all of which are consistent with the requirements noted in the Interim Site Management Plan.
- There are several Site Controls that are not in compliance with the Operations Plan included in the Interim Site Management Plan. The following deficiencies have the potential to contribute to the migration of contaminants from the property or the destruction of onsite monitoring wells:

- Site activities are occurring on the northeastern portion of the site, which has a restriction against use unless approved by NYSDEC and NYSDOH.
 - Rutting of surface soil by trucks and heavy equipment was noted throughout the site.
 - The operation of equipment and trucks was actively causing dust.
 - Evidence that sediment / soil is being tracked offsite to Peat Street was observed.
 - Loading / unloading areas are located throughout the site.
 - Some of the groundwater monitoring wells are not protected from impact by site operations, equipment, or vehicles. The monitoring wells are not locked or marked.
- Groundwater gauging of the monitoring wells identified non-aqueous phase liquid within monitoring well MW-5 at a thickness of 2.72 feet, which is approximately 50% less than reported in the August 2015 Periodic Review Report (5.39 feet). However, both of these recorded thicknesses are significantly greater than those reported during the remedial investigation. The depth of water or non-aqueous phase liquids could not be determined for monitoring wells MW-1 or MW-3, since these wells have been damaged.

6.0 RECOMMENDATIONS

The findings of this Report should be forwarded to the NYSDEC. A Corrective Measures Work Plan should be prepared for the property, to outline the measures needed to bring the property in compliance with the Interim Site Management Plan. The following actions are recommended:

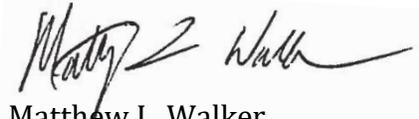
- In order to determine the recharge rate, the non-aqueous phase liquid within monitoring well MW-5 should be removed as detailed within Section 3.2.1 of the Interim Site Management Plan. Additional monitoring / investigation of the non-aqueous phase liquid within monitoring well MW-5 should be considered based on the thickness of non-aqueous phase liquid identified.
- Due to the damage of monitoring wells MW-1 and MW-3, these wells should be decommissioned and new wells should be installed consistent with Section 3.2.2 Interim Site Management Plan.
- Protective barriers should be installed around each well, and they should be properly locked and marked.
- Materials staged on the restricted northeast portion of the site should be removed and the cover system should subsequently be restored / reinstalled. The extent of this area should be prominently marked to restrict future access.
- Additional worker training is needed to acquaint DPW personnel with the

requirements of working at the site. Additional oversight by the site supervisor is warranted to ensure that DPW employees are following the requirements within the Operations Plan.

If you should have any questions regarding the content of this report, please contact our office at your convenience.

Very truly yours,

C&S Engineers



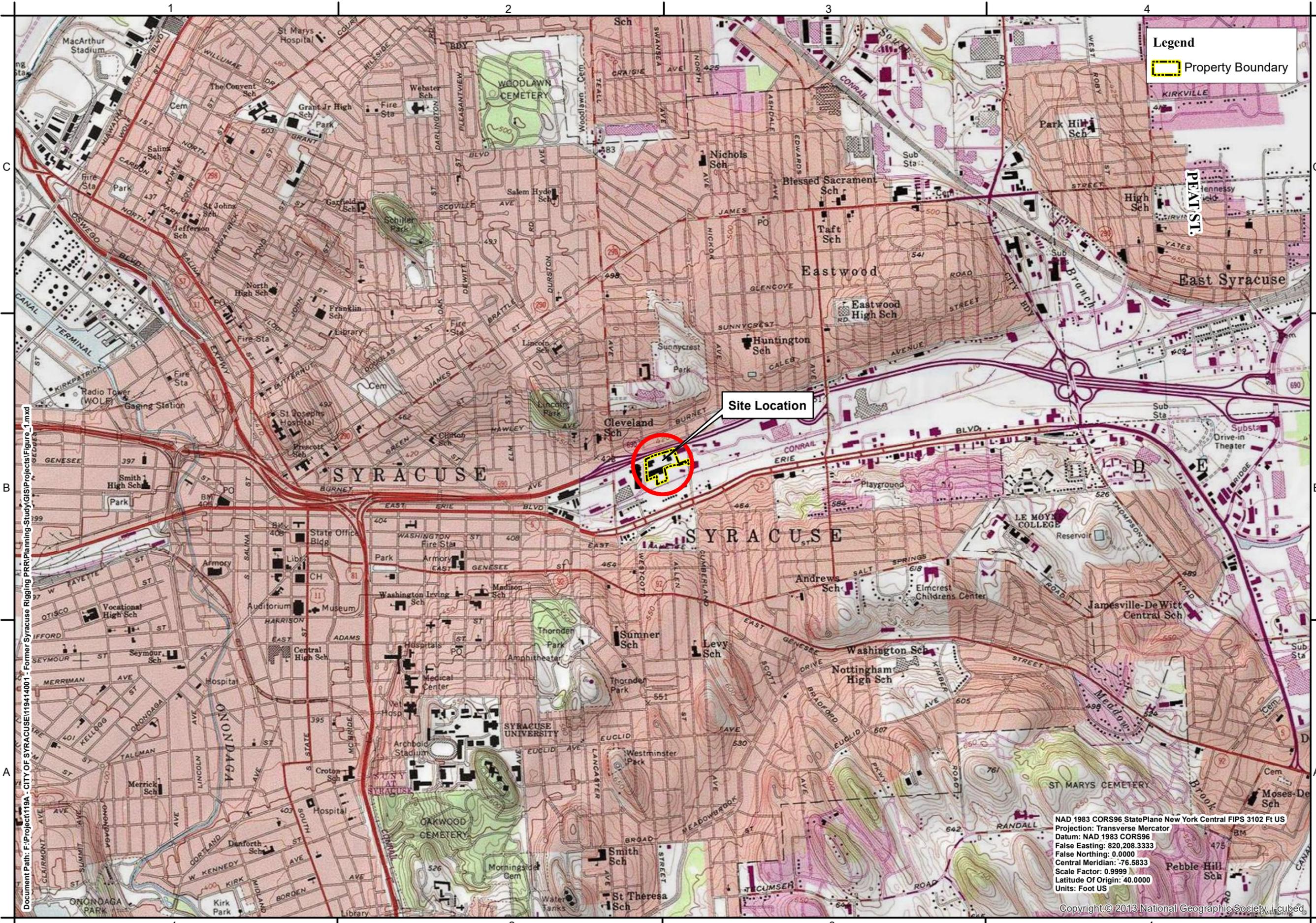
Matthew L. Walker
Senior Project Environmental Scientist



Wayne Randall
Geologist

cc: file

FIGURES



Legend

Property Boundary



C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9687
www.ccs.com



0 2,000
Feet
1 inch = 2,000 feet

Former Syracuse Rigging Property
NYSDEC Site No. B00146
341 Peat Street, Syracuse, New York

PROJECT NO:	119.414.001
DATE:	May 2018
SCALE:	AS SHOWN
DRAWN BY:	
DESIGNED BY:	WNR
CHECKED BY:	MLW

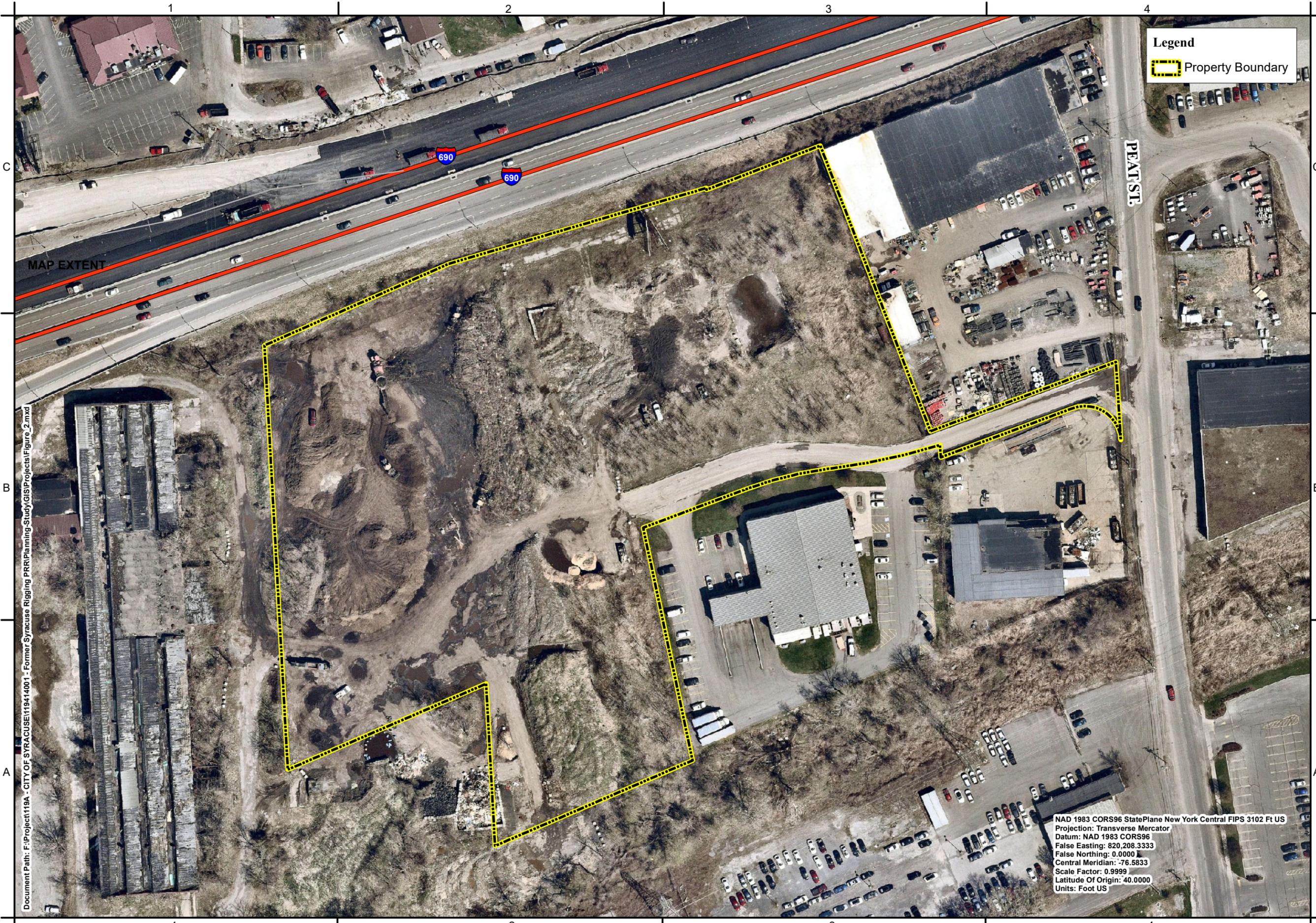
Site Location Map

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US
Projection: Transverse Mercator
Datum: NAD 1983 CORS96
False Easting: 820,208.3333
False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

Copyright © 2013 National Geographic Society, i-cubed

Figure 1

Document Path: F:\Project\119A - CITY OF SYRACUSE\119414001 - Former Syracuse Rigging PRR\Planning-Study\GIS\Projects\Figure_1.mxd



Legend

Property Boundary



C&S Engineers, Inc.
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9667
 www.cscs.com



0 100
 Feet
 1 inch = 100 feet

Former Syracuse Rigging Property
 NYSDEC Site No. B00146
 341 Peat Street, Syracuse, New York

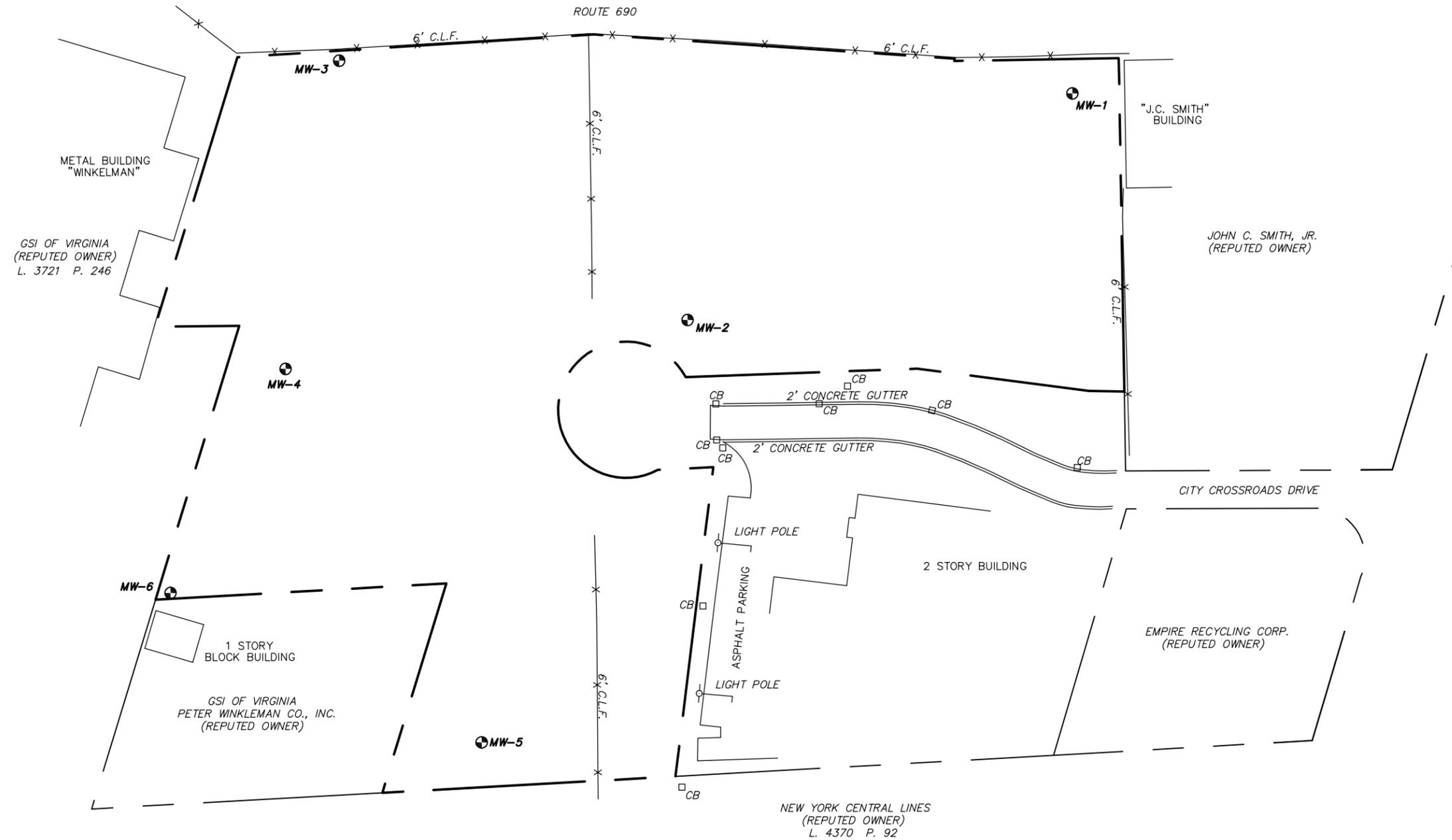
PROJECT NO:	119.414.001
DATE:	May 2018
SCALE:	AS SHOWN
DRAWN BY:	
DESIGNED BY:	WNR
CHECKED BY:	MLW

**Aerial
 Photograph**

Figure 2

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US
 Projection: Transverse Mercator
 Datum: NAD 1983 CORS96
 False Easting: 820,208.3333
 False Northing: 0.0000
 Central Meridian: -76.5833
 Scale Factor: 0.9999
 Latitude Of Origin: 40.0000
 Units: Foot US

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LEGEND

⊕ MW-# APPROXIMATE MONITORING WELL LOCATION

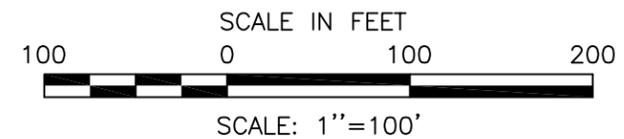


FIGURE 3 - GROUNDWATER MONITORING WELL NETWORK

Former Syracuse Rigging Property
341 Peat Street
Syracuse, New York

Interim Site Management Plan

Scale: 1" = 100'

ATTACHMENT A
SITE INSPECTION CHECKLIST

Site Inspection Checklist
Former Syracuse Rigging Property
ERP Site No. B00146

Date: 5/11/2018 By: J. Berti Project: Periodic Review Well Monitoring

General:

Site and Area Description:	Syracuse Rigging Site currently used by the City of Syracuse (COS) for household yard waste and household general construction waste transferring (Mulching + transfer area)
Site Conditions:	The site entrance is paved (City Crossroads Drive) the rest of the site is dirt + debris + City trucks come in and out with loads of household yard + construction waste. Loaders load/unload the trucks in various locations onsite. Large ruts are present in the soil onsite. Ponding water was observed in many of the ruts. Dust was observed coming from truck tires throughout the site. The City Crossroads Drive entrance/exit was paved with sediment + tracked onto Peat Street. The NE Section prohibited from use w/o prior approval is filled in w/ dirt piles + was being loaded into trucks when it arrived
Are Site Records up to date:	Contact list was not noted at site entrance

Institutional Controls:

Is site being utilized used for a commercial or industrial use:	Yes <input checked="" type="radio"/> No <input type="radio"/>
<u>Mulching + household trans/construction debris transfer area staged and then taken to disposal sites</u>	
Is groundwater being utilized at the site:	Yes <input type="radio"/> No <input checked="" type="radio"/>
Have activities occurred onsite that have disturbed remaining contamination:	Yes <input checked="" type="radio"/> No <input type="radio"/>
<u>Large ruts, dust, offsite tracking from trucks</u>	
Are buildings being constructed onsite:	Yes <input type="radio"/> No <input checked="" type="radio"/>
If yes has soil vapor intrusion been evaluated:	Yes <input type="radio"/> No <input checked="" type="radio"/>
Are vegetables gardens or farming occurring at the site:	Yes <input type="radio"/> No <input checked="" type="radio"/>

Site Inspection Checklist
Former Syracuse Rigging Property
ERP Site No. B00146

Site Controls:

Arc site activities occurring on the northeastern portion of the site:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Soil/Household refuse storage/hauling causing large ruts in the soil		
Are areas of the site saturated with water: If yes has use been suspended in these areas:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Yes, it appears trucks do not avoid areas with ponded water in ruts		
Is heavy equipment disturbing surface soils:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
yes, ruts all over		
Is dust being created at the site:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
yes, from equip + truck tires		
Are truck tires being evaluated for mud and debris prior to leaving the site:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
NO, no apparent control measures present		
Is a stabilized entrance being utilized:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Entrance/Exit is paved however sediment was seen all the way to Peat Street		
Is mud/debris located on adjacent streets	<input checked="" type="radio"/> Yes	<input type="radio"/> No
yes, Peat Street		
Are designated unloading/loading area being utilized at the site:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
It appears disorganized and activities occur all over.		
Are groundwater monitoring well properly marked and protected:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
No, recommend replacing MW-1 + MW-3 + protecting all with Jersey barriers painted for visual definition		

Notes:

Dist. ponded water, sediment on Peat Street, Household wastes/construction debris/concrete/tires located in south west corner. Ann stated she believes Contractor + business are dumping material at the household debris dropoff site.

- Recommend replacing MW-1 + MW-3. Recommend protecting all wells w/ Iron 6" pipe and Jersey barriers
- Thick free product noted in MW-5. See photos for detail

ATTACHMENT B

MONITORING WELL SAMPLING LOG

MONITORING WELL SAMPLING LOG

DATE: 5/11/18 BY: JTB

Site:
Conditions:

	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6
Casing Elevation	417.77	417.92	416.43	417.97	418.88	417.97
Depth to Product (ft)	NA	NA	NA	NA	14.00	NA
Initial Depth to Water (ft)	NA	6.63	NA	8.05	16.72	9.02
Depth to Bottom (ft)	4.4	20.32	NA	17.05	20.25	20.25
Water Column Height (ft)	NA	13.69	NA	9.00	3.53	11.23
3-5 Water Volume (gal)						
Volume Purged (gal)						

Remarks (secured/locked, odor, sheen, color, etc.)

Time	1032	1026	1000	1011	1040	1021
Begin Purge						
End Purge						
Sample Well						
Lab Analyses					odor and black NAPL present	

Field Analyses (if applicable)

	pre purge	post purge										
Temp												
pH												
DO (mg/l)												
Turb. (NTU)												

Volume Factors:
 1" well: 0.041 gal/ft
 2" well: 0.163 gal/ft
 4" well: 0.653 gal/ft

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by _____ and upon the roll being duly called, the following members were:

PRESENT:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____ and seconded by _____:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A LEASE WITH THE MUNICIPALITY FOR CERTAIN UNDEVELOPED LAND; AND AUTHORIZING THE EXECUTION AND SUBMISSION OF AN APPLICATION TO THE STATE FOR A GRANT TO FUND CERTAIN ENVIRONMENTAL REMEDIATION COSTS AND THE EXPENDITURE OF NECESSARY MATCHING FUNDS PURSUANT TO THE TERMS OF THE GRANT

WHEREAS, the City of Syracuse Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the “*Act*”), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to

advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Agency acquired the former Syracuse Rigging Site located at 641 Peat Street 1999, a vacant approximately 7.6 acre site which is environmentally contaminated (the "**Property**"); and

WHEREAS, in 2003, the Agency entered into a State Assistance Contract with the NYSDEC relative to the Property to allow the Agency to investigate the Property for contaminants; and

WHEREAS, in 2012, after substantial investigation and review the NYSDEC issued a Record of Decision (the "**ROD**") outlining the selected remedy to return the Property to a productive use. The remedy chosen by the State was estimated to cost \$1,560,000.00. Due to other pressing priorities, the expense, and the DPW occupation of the site (see below), beyond required monitoring, the Agency did not take any further action; and

WHEREAS, the Agency has continued to monitor the Property every three years (as required by the ROD) and in July, C&S Engineers completed the 2018 Periodic Review Report and submitted it to the NYSDEC; and

WHEREAS, the NYSDEC is offering an ERP grant opportunity for remediation, design and construction costs of municipally owned brownfield sites (the "**Grant**"). The State is making \$10,000,000 available across the State for remediation. A key requirement of the Grant is that a ROD be in place, facilitating quick implementation of the remedy outlined in the ROD. The Grant will pay 90% of the cost of the remediation and require the applicant to contribute the 10% match/balance. The Grant is reimbursable and as such the Agency's portion would need to be paid up front; and

WHEREAS, each interested municipality must submit an application for consideration by September 7, 2018 (the "**Grant Application**"); and

WHEREAS, Agency staff has had conversations with the local DEC staff and C&S Engineers and both advised the Property would be a good candidate for the Grant based upon its location, its viability as a commercial site, the \$65 million dollar investment the State is currently making to the adjacent Teall Ave Bridge site as well as the proposed \$16 million dollar additional investment the State is considering for the Erie Blvd East Empire Trail all of which make the Property site an attractive and complimentary choice for ERP funding at this time; and

WHEREAS, while C&S Engineers are finalizing their assessment, they are estimating the remediation project for the Property will be between \$1,600,000.00 and \$1,700,000.00. The Agency would be responsible for 10% match of the final figure. Additionally, as this is a reimbursable grant the Agency would be responsible for the upfront costs; and

WHEREAS, in 2010 the Agency and the City of Syracuse, New York (the "**City**") formalized an agreement pursuant to a lease agreement to permit the City's Department of Public Works (the "**DPW**"), to use the Property for its mulching operations. While that lease expired in 2015 the parties have continued to operate under the terms of same; and

WHEREAS, the parties are desirous of entering into a new lease to formalize the agreement between the parties for the use of the Property for the next three (3) years on substantially the terms set forth in the lease presented at this meeting (the "**Lease**"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), the action being taken by the Agency hereunder constitutes a "Type II" action as that term is defined under SEQRA, and therefore no further review is required; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. It is among the purposes of the Agency to promote economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living in furtherance of the purposes of the Act.

Section 2. Based upon the foregoing, the Agency makes the following findings and determinations:

(a) The execution and delivery of the Lease and the Grant Application are hereby authorized and approved.

(b) The Chairman, Vice Chairman, the Executive Director and any authorized representative of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the Lease and the Grant Application as well as any and all other documents, agreements, certificates, instruments, or affidavits (collectively, the "**Documents**"), and to pay any such other fees, charges and expenses, or to make such other changes, omissions, insertions, revisions, or amendments to the Documents referred to herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 3. No covenant, stipulation, obligation or agreement contained in this Resolution or any Document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing

any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 4. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Agency and others to prepare, for submission to the Chairman, Vice Chairman and/or Executive Director, all Documents necessary to effect the intent of this Resolution.

Section 5. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 6. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on August 21, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this ____ day of August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275

MEMORANDUM

August 21, 2018

To: Finance Committee

From: Nora Spillane & Judy DeLaney

Re: 327 Montgomery Street – Media Unit Lease Extension

History:

The Agency has owned the building at 327 Montgomery Street since approximately 1996. The building constructed in 1906, is a two story 8800 sq. ft. masonry/brick structure located in the Columbus Circle National Register District. Since 1996, it has been occupied solely by one tenant, the Media Unit, a not for profit organization providing hands on training for local teens in performance and production for television and stage.

In 2011 the Agency Board of Directors formalized a 7 year lease (expiration 12/31/17) with the organization leasing the premises for \$1.00 annually. An amendment to that lease was approved by the Board in late 2017 to extend the lease for an additional year now set to expire 12/31/18. The Agency maintains general liability insurance on the building but is not responsible for repairs or improvements.

The limited resources of the organization have precluded it from making other than minimal repairs to the building during its occupancy with the exception of a new roof early on in its tenancy for which it received grant funding.

In 2013 the Agency Board of Directors approved funding in the amount of \$100,000.00 to address major repairs required to the exterior of the building at a budgeted cost of \$133,000. The Agency received a grant towards the façade repairs of \$33,000.00 and used its own funds for the balance. Of the original funds approved by the SIDA Board for the repairs there is a balance remaining of approximately \$ 13,000.

At this juncture, the interior of the building also appears to need substantial improvement.

Current Discussions:

Staff and Greg Loh, Director of City Initiatives, met with the Director of the Media Unit, Walt Shepperd and several members of its Board to discuss the non-profit's future plans. The organization provided a presentation of its current activities (attached) and indicated its desire to extend the lease under the same terms.

Request: Cognizant of the Agency's role to use its resources for economic development purposes, staff is requesting the Finance Committee make a recommendation to the Board of Directors to 1) extend the lease with the Media Unit on a month to month basis effective January 1, 2019 giving the organization ample time to find a location suitable to its endeavors; and 2) approval to hire an outside party to undertake a comprehensive review of the building to assess its repair and improvement needs going forward in an amount not to exceed \$10,000.00.

Attachment: Presentation, Proposed Lease, Resolution.

THE MEDIA UNIT

**Presentation to the City of Syracuse and the
Syracuse Industrial Development Agency
July, 2018**

The Media Unit, Inc.

327 Montgomery Street

315-478-8648

Syracuse, NY 13202

rougtimeslive@yahoo.com

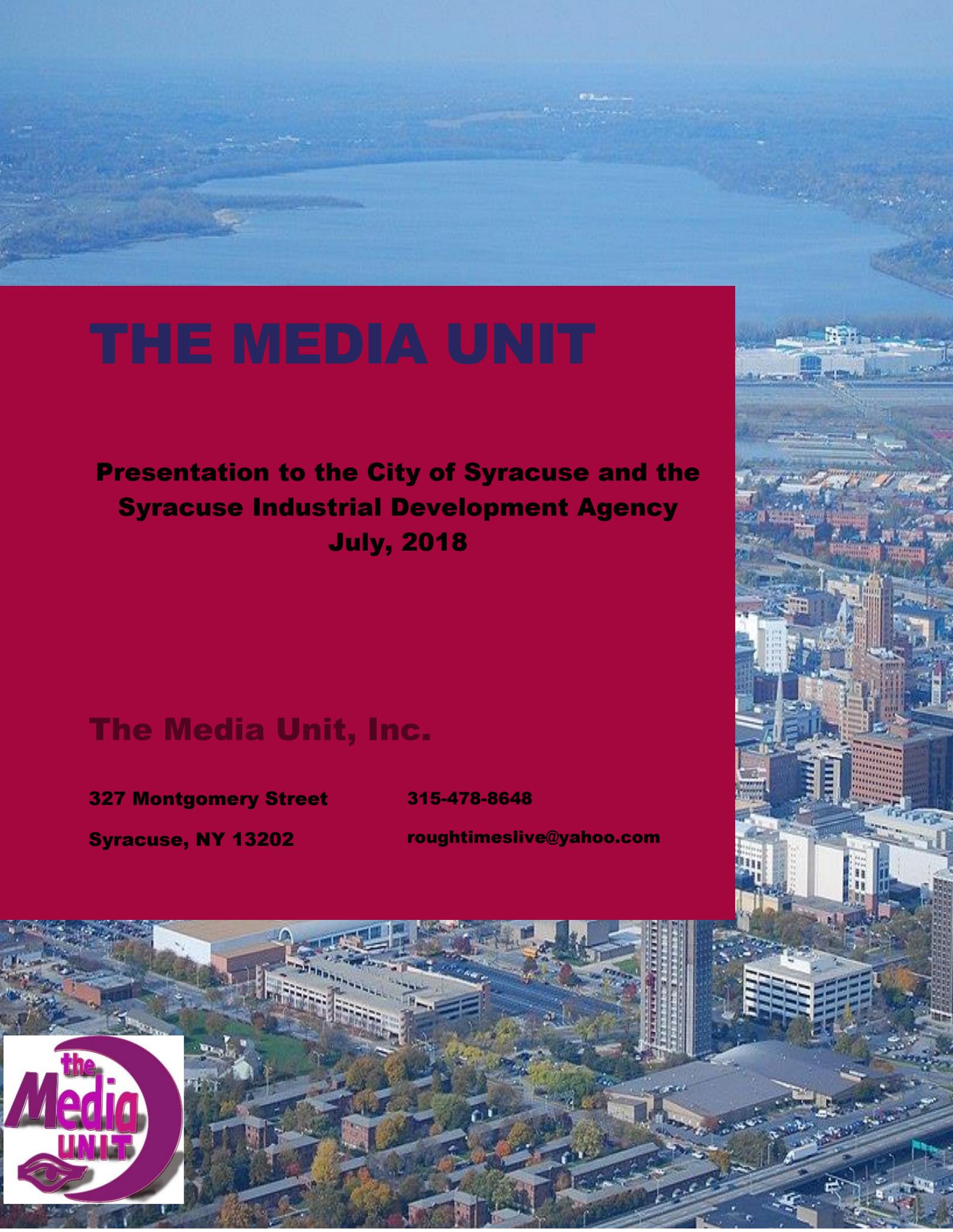


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I. Finances

The Media Unit Operating Budget 2017-18

Income

Program Sales	\$3,585.00
Performance Fees	\$7,826.00
Donations	\$1,752.00
Fundraising Events	\$1,723.00
OnCare	\$10,000.00
Foundations	\$2,500.00
Book Sale and Arts Week	\$7,398.00
	\$34,784.00

Expenses

National Grid	\$8,860.00
Time Warner	\$3,094.00
Space Rental	\$1,447.00
Tech Fees	\$1,635.00
Trophies	\$50.00
Building Repair	\$1,200.00
Performance Fees	\$1,250.00
Production Fees	\$1,526.00
Admin Fees	\$1,000.00
Insurance	\$1,850.00
Bank Fees	\$85.00
Workshop Fees	\$750.00
Transportation	\$2,040.00
Water	\$245.00
Video Supplies	\$652.00
Photography	\$384.00
Art Supplies	\$325.00
Equipment Purchase	\$500.00
Registration Fees	\$425.00
Printing	\$215.00
Office/Operating Supplies	\$7,251.00
	\$34,784.00

The Media Unit Operating Budget 2018-2019

Income

Program Sales	\$3,000.00
Performance Fees	\$5,000.00
Donations	\$1,000.00
Fundraising Events	\$1,000.00
OnCare	\$10,000.00
Foundations	\$6,350.00
Book Sale and Arts Week	\$5,500.00
	\$31,850.00

Expenses

National Grid	\$8,456.00
Time Warner	\$3,300.00
Space Rental	\$750.00
Tech Fees	\$1,536.00
Trophies	\$50.00
Building Repair	\$1,506.00
Performance Fees	\$1,250.00
Production Fees	\$1,300.00
Admin Fees	\$750.00
Insurance	\$1,850.00
Bank Fees	\$85.00
Workshop Fees	\$1,500.00
Transportation	\$1,000.00
Water	\$245.00
Video Supplies	\$652.00
Photography	\$384.00
Art Supplies	\$325.00
Equipment Purchase	\$500.00
Registration Fees	\$300.00
Printing	\$215.00
Office/Operating Supplies	\$5,896.00
	\$31,850.00



II. Governance

Mission Statement:

The Media Unit provides hands-on training for Central New York teens in performance and production for television and stage. The Media Unit presents teen **entertainment** with a **social conscience**.

Striving for excellence and diversity, the Media Unit enables teens of all shapes, sizes, colors and conditions to enter careers in the industry with recognized experience.

The Media Unit promotes audience education and development among non-traditional theater-going youth, by performing in admission-free settings all across Central New York, and beyond.

2017 Board Meetings:

- January 24
- February 28
- March 28
- April 25
- May 23
- June 27
- July 25
- August 22
- September 26
- October 24
- November 28

2018 Board Meetings:

- January 23
- February 27
- March 27
- April 24
- May 22
- June 26
- July 24
- August 28
- September 25
- October 23
- November 27

Board of Directors

Larry Williams, Chair	315-263-1171	<u>lwilliams@swccsyr.org</u>
Elizabeth Crockett, Secretary	315-663-1914 315-424-0009 Ext.112	<u>execdir@reachcny.org</u>
Shayne Drew, Treasurer	315-657-5730	<u>sdrew@twcny.rr.com</u>
Kevin Sio	315-447-8913	<u>kevinsio51@gmail.com</u>
Chaz Cassidy	315-741-1338	<u>chuzzy10@yahoo.com</u>
Judge Vanessa Bogan	315-243-7191	<u>vanessaebogan@gmail.com</u>
Chief Frank Fowler	315-442-5250	<u>ffowler@syracusepolice.org</u>
Andrew Maxwell	315-481-5399	<u>andrewmmaxwell@gmail.com</u>
Walt Shepperd	315-807-7810	<u>rougthimeslive@yahoo.com</u>
Tehran Hopkins	315-708-2407	<u>tehran.hopkins@gmail.com</u>

III. Programming

2017-18 Scope of Program

Program Name: From the Back of the Bus

Primary Contact Person:

- **Name/Title:** Walt Shepperd/Executive Producer
- **Phone:** 315-478-8648
- **Email:** roughtimeslive@yahoo.com



Target population: Predominantly inner-city youth aged seven to twelve as an audience at Syracuse Parks Department youth centers.

Brief description of the services provided: For the Media Unit's 41st summer performance tour, the performance tour presented "From the Back of the Bus" followed by a dialogue circle, and response sessions.

The Media Unit provided two performances of "From the Back of the Bus" at the New York State Fair theater on August 31st 2017. The performances had a full house with audiences of local youth and community residents. The Media Unit provided admission, meal tickets, and ride bracelets to many local organizations for the youth.

The focus was then on the Rough Times Live television program, with Kevin Sio whom is a retired Media Director from National Grid. Spring brought focus on recruiting for the summer tour, including development and rehearsal of "Enough is Enough" a performance in relation to school shooting occurrences in the United States and "Too Cool for School" a performance regarding bullying. Refresher sessions examined for the performance "From the Back of the Bus" and applying relevant updates. Rough Times Live debuted new season with an interview of the police Chief Frank Fowler.

Staffing: Executive Producer (Walt Shepperd), Dramatic Director, Production Coordinator, Assistant Production Coordinator, Voice Coach, 8 Cast and Crew.

Units of service: (12-month total)

- 10 orientation workshops
- 10 two ½ hour rehearsals
- 2 tech and dress rehearsals
- 13 tour performances with estimated 1,200 attendees
- 10 festival performances

Program Outcomes: Enhanced and directed discussion of racial issues between audience youth and youth development staff. Audience development and education of nontraditionally theater going youth, presenting drama as a vehicle for dealing with personal issues, especially exploring the impact of racism and the potential for racial healing. Increased awareness of youth related to the impact of cultural differences, the importance of respectful relationships, and identification of personal biases. Improved understanding among the audience youth that theater can be a tool to identify feelings, explore new ideas and motivate individuals to participate in social change.

2018-19 SCOPE OF PROGRAM

Program Name: Enough is Enough

Primary Contact Person:

- **Name/Title:** Walt Shepperd/Executive Producer
- **Phone:** 315-478-8648
- **Email:** roughtimeslive@yahoo.com

Description of program:

For The Media Unit's 42nd summer performance tour, The Media Unit members chose the issue of school shootings as their focus. The characters they have created includes an activist, a victim, a bystander, and a survivor. The emotions they portray including loss, guilt, panic, confusion, and anger. The original script explores the issues raised by the school shootings which have occurred on the average one every week this year in the US. Professional voice coach and choreographer provided weekly workshops to enhance harmony and routine. Additional community professionals have provided weekly workshops to encourage artistic growth in various disciplines.

The performance "Enough is Enough" will debut at the 2018 annual Arts & Crafts Festival. Further performances are scheduled at venues ranging from the South West Community Center, Bishop Foery, Syracuse Parks & Rec's summer games, and The Hillside Children Center. Performances will be followed by dialogue circles, which get community residents together to have communication with each other as well as public officials. Police Chief Frank Fowler was interviewed for the revival of The Media Unit's weekly teen produced television program Rough Times Live. The tour's finale will stage 2 performances at the theater at the New York State fair.

Staffing: Executive Producer, Program Coordinator, Production Coordinator, and 5 Cast and Crew (Youth).

Units of service: (point in time and 12-month total)

- 6 workshops for artistic growth
- 10 4-hour Rehearsal and Development
- 10 Tour performances with estimated 1,000 attendees
- 4 Festival performances, and tech and dress rehearsals
- Major performance with the attendance with open dialogue circle includes The Police Chief, Senator DeFrancisco, and Syracuse Mayor Ben Walsh.

Program Outcomes:

Critiqued discussions about school shooting scenarios, with assistance from community leaders and local organizations. This year's cast and crew will receive new topics for productions and receive training in professionalism workshops and participate in dialogue circles surrounding the issues addressed. Increased awareness of youth related to the impact of the school shootings epidemic, and the importance of noticing mental health behaviors that have resulted in school shootings.



IV. Leadership and Staffing

The Media Unit has been a successful and well-respected program in our community for 42 years, and has done so under the leadership of Walt Shepperd. Walt's tireless dedication to the program and to the youth of our city has touched countless lives. Walt, however, has been preparing to pass the torch. Over the last three years, Walt and the board have interviewed 15 different individuals – primarily those who have volunteered for the Media Unit – in an effort to find a good fit to take over program leadership. Walt's ongoing commitment to the program has meant there is no rush to hire a new person if the fit is not right. However, the board has been consistently focused on succession planning during the last several months, and new individuals have emerged as potential successors.

Additionally, the board has been discussing staff structure. With a new Executive Director eventually at the helm, it is clear that the Media Unit will need more structured supports that will ensure programmatic and administrative coordination. We believe that we have started a process toward a more sustainable virtuous cycle, where more robust staff structure will lead to enhanced programming, which in turn will improve our reach and ability to secure more resources. New resources would then enable greater organizational bandwidth, and greater programmatic success. This is the challenge our board – and certainly a new executive director – would face in putting the Media Unit on stronger long-term footing.

V. Facilities

- Front Office
- Two Studios
- Boys and Girls Bathrooms
- Boys and Girls Dressing rooms
- Control Room & Equipment Storage
- Kitchen

We have good studio space and have offered many organizations the use of this space, including The Syracuse Arts and Crafts festival. The main studio has plenty of room and is flexible enough to accommodate a number of Media Unit activities. 327 Montgomery Street is known for being the headquarters of The Media Unit and over the years it has become part of the fabric of The Media Unit.

Front office is utilized for board meetings and clerical space. The Media Unit rehearsals and tapings are done in



both studios. Also, the Media Unit films a weekly television show (*Rough Times Live*) on Spectrum Cable with sets and props. The kitchen is used during the summer tour to prepare and store meals for the teens. The control room is utilized for editing and rendering video as well as storing footage. Dressing rooms and bathrooms are needed to accommodate the kids that at any given time can occupy the space – at full functioning – more than 10 Cast in the building and during events have seen as many as 50 people have occupied the space at one time. The

space is crucial to The Media Units future and also to the others on the street.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "*Second Amendment*") made this ____ day of _____, 2018, between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, 201 East Washington Street, 6th Floor, Syracuse, New York 13202, a public benefit corporation organized and existing under the laws of New York State ("Landlord" or "Agency") and **THE MEDIA UNIT, INC.**, 327 Montgomery Street, Syracuse, New York 13202, a New York Not-For-Profit Corporation ("Tenant"), amending that certain Lease Agreement dated as of the 1st day of July, 2010 by and between the Landlord and the Tenant ("*Original Lease Agreement*") as previously amended by a First Amendment to Lease Agreement dated as of the 11th day of December, 2017 (the "*First Amendment*") and together with the Original Lease Agreement, the "*Amended Lease*" and together with this Second Amendment, collectively, the "*Lease Agreement*").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the Amended Lease wherein the Landlord leased to the Tenant the office building located at 327 Montgomery Street, Syracuse, New York 13202 (Tax Map #102.-02-09.0) as more fully described on **Exhibit "A"** attached hereto; and

WHEREAS, the Landlord and the Tenant wish to amend the Amended Lease as set forth herein; and

WHEREAS, by resolution adopted on August 21, 2018, the Landlord authorized the amendments to the Amended Lease as set forth herein and the execution and delivery of this Second Amendment; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, the Landlord and the Tenant hereby agree to amend the Amended Lease as follows:

1. RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

2. AMENDMENTS.

Paragraph 2 of the Amended Lease is hereby deleted in its entirety and replaced with the following: "The term of this Lease shall be month-to-month, terminable by either party upon thirty (30) days prior written notice to the other. The parties agree that the thirty (30) day period prior to termination of the term need not expire on the last day of a month. This Lease shall commence on the 1st day of January, 2019 (the "*Commencement Date*") and continue month-to-month until either party terminates by written notice to the other (the "*Term*")."

Paragraph 3(a) and (b) of the Amended Lease are hereby deleted in their entirety and replaced with the following:

- (a) the sum of One Dollar (\$1.00) per month as rental for the Premises. The first rental payment shall be made on January 1, 2019, and each consecutive month thereafter for the duration of the Term hereof. These payments shall be made payable to the Landlord at its fiscal office located on the sixth floor at 201 East Washington Street, Syracuse, New York 13202.
- (b) upon execution of this Second Amendment, the any current or past water bill due on the Premises shall be paid in full on or before the Commencement Date and all future water bills, during the term hereof, shall be paid in full and on time."

Paragraph 18(a) of the Amended Lease is hereby amended to insert the words "Notwithstanding anything herein to the contrary" at the outset of the provision such that it appears before the words "In the event of a default..."

Paragraph 18(b) of the Amended Lease is hereby deleted in its entirety.

Paragraph 24 of the Amended Lease is hereby amended to provide the following address as and for counsel to the Landlord for purposes of notice:

"Bousquet Holstein PLLC
110 West Fayette St., Suite 1000
Syracuse, New York 13202-1190
Attn: Susan R. Katzoff, Esq."

3. NON-RECOURSE.

- (a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Second Amendment and the other documents and instruments executed and/or delivered connected therewith 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 this Agreement or the other documents and instruments executed and/or delivered connected therewith or any documents supplemental hereto, 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 this Agreement or the other documents and instruments executed and/or delivered connected therewith, either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood 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 this Second Amendment and the other documents and instruments executed and/or delivered connected therewith,

because of or by reason of the obligations, covenants or agreements contained in therein or implied therefrom.

Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Amended Lease or decrease in any material respect the rights of the Agency thereunder.

4. AUTHORITY.

Each of the Landlord and the Tenant represents and warrants that it has the requisite power and authority to enter into and execute this Second Amendment.

5. EXECUTION.

This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6. RATIFICATION.

The Landlord and the Tenant agree that all of the other terms, covenants and conditions of the Amended Lease are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect, and each term, covenant and condition shall apply to this Second Amendment as if it were fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Second Amendment to Lease Agreement to be executed in their respective names, all being done as of the date first above written.

CITY OF SYRACUSE INDUSTRIAL

By: _____
Honora Spillane, Executive Director

THE MEDIA UNIT, INC.

By: _____
Walt Shepperd, Executive Director

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

On the ____ day of _____, 2018, before me, the undersigned, a notary public in and for said state, personally appeared **HONORA SPILLANE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2018, before me, the undersigned, a notary public in and for said state, personally appeared **WALT SHEPPERD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"
Legal Description

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by _____ and upon the roll being duly called, the following members were:

PRESENT:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____ and seconded by _____:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A LEASE; AND AUTHORIZING THE EXPENDITURE OF CERTAIN FUNDS TO PERFORM AN ASSESSMENT OF THE FACILITY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Agency owns improved real property located at 327 Montgomery Street improved by a two story approximately 8800 square foot building (the "**Building**") constructed in

1906 which is located in the Columbus Circle National Register District (collectively with the Building, the "*Property*"); and

WHEREAS, since in or about 1996, the Agency has leased the Property to The Media Unit, Inc. (the "*Tenant*"), an organization providing hands on training for local teens in performance and production for television and stage (the "*Lease*"); and

WHEREAS, the Lease, as amended from time to time, is set to expire on December 31, 2018; and

WHEREAS, the Building has fallen into certain disrepair and the Tenant does not have the financial ability to undertake the repairs; and

WHEREAS, the Tenant is seeking a renewal of the Lease; and

WHEREAS, the Agency is desirous of determining the extent of the disrepair in the Building and to explore whether the Property has a higher and better use in furtherance of economic development; and

WHEREAS, to accomplish the foregoing, the Agency has determined that the retention of a third party to inspect and assess the Building and to identify and report upon the necessary improvements and related costs is required (the "*Engineer*"). For this purpose, approval in an amount not to exceed \$10,000 to be expended by the Agency is requested to retain such Engineer (the "*Expenditure*"); and

WHEREAS, it is further requested that the Agency enter into an amendment to the Lease (the "*Second Amendment*") on substantially the terms set forth in the Second Amendment presented at this meeting, to provide for the continuation of the Lease with the Tenant but on a month to month basis commencing January 2019; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "*SEQRA*"), the action being taken by the Agency hereunder constitutes a "Type II" action as that term is defined under SEQRA, and therefore no further review is required; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. It is among the purposes of the Agency to promote economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living in furtherance of the purposes of the Act.

Section 2. Based upon the foregoing, the Agency makes the following findings and determinations:

(a) The execution and delivery of the Second Amendment is hereby authorized and approved.

(b) The Expenditure and the retention of an Engineer, to provide a report on the assessment and related costs of necessary repairs to the Building, are hereby approved in accordance with any of the Agency's applicable policies and this Resolution.

(c) The Chairman, Vice Chairman, the Executive Director and any authorized representative of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the Second Amendment and any necessary retainer for the Engineer, as well as any and all other documents, agreements, certificates, instruments, or affidavits (collectively, the "***Documents***"), and to pay any such other fees, charges and expenses, or to make such other changes, omissions, insertions, revisions, or amendments to the Documents referred to herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 3. No covenant, stipulation, obligation or agreement contained in this Resolution or any Document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 4. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Agency and others to prepare, for submission to the Chairman, Vice Chairman and/or Executive Director, all Documents necessary to effect the intent of this Resolution.

Section 5. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 6. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on August 21, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this ____ day of August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)