

Julian Raven,
714 Baldwin St.
Elmira,
New York, 14901
March 9th, 2017

Dear Attorney Loew,

Thank you for taking the time yesterday to discuss the recently received 'Order On Consent' dated March 6th, 2017.

As I said at the outset, I had tried for months with the D.E.C. Attorney regarding this matter to get an indemnification agreement in place to prevent this very thing happening. You were quick to indicate that that should have been done. Unfortunately for whatever reason the D.E.C. at the time did not wish to grant me an agreement and nothing to my recollection happened. I had requested that agreement as a Bona Fide Prospective Purchaser. After months of back and forth and with my business plan moving forward, the time came to make the decision. With no response or apparent willingness on behalf of either Matt Dunham or the D.E.C. Attorney to draft an indemnification agreement I was left with no choice but to move forward with my business plan having great confidence in CIRCLA, the Federal Superfund legislation and the New York Brownfield Redevelopment program that reason would prevail.

In the event that remediation would happen, that by virtue of my intention openly expressed at the outset to the D.E.C. to be a collaborating instrument in the remediation progress for my community, liability would fall on the guilty parties whoever that proved to be. I would be just another cog in the wheel assisting the D.E.C. especially in gaining access to the property, which I had been informed that they had failed to do.

The City of Elmira, being part of the massive swathe of depressed economic upstate New York regions, needs all the help it can get. It was my opinion that this story could become one of those, which inspires redevelopment by new creative industries of properties that have been made inaccessible because of a brownfield classification. It frightens most people away and the result is what blighted our City for many years!

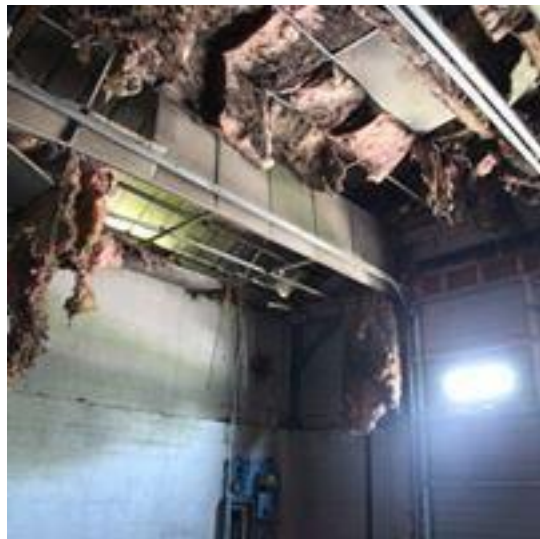
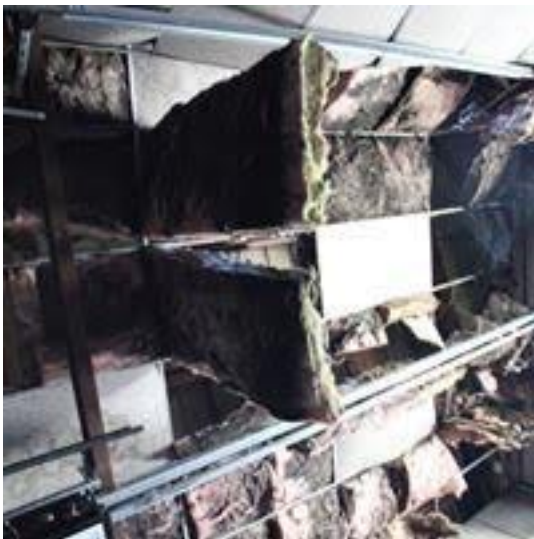
An overgrown, broken, abandoned commercial building, one of many that blighted the middle of town, as my property sits right on the main traffic thoroughfare through the city. It was owned by a Corporation out west with no local investment or interest beyond holding the title. There it sat, inaccessible because of the Brownfield Classification. My research encouraged me to move ahead with the purchase because I have great confidence in the rightness of my intention and of the New York D.E.C. redevelopment legislation to do something about these blighted

properties! That is why I was left scratching my head since I could not understand why the D.E.C. at the time refused to assist me in granting me an indemnification agreement? There was nothing to lose, only 'Brownfield Redevelopment' to gain, the very mission of the D.E.C. and New York's Brownfield Redevelopment Program and my mission to be an instrument of revitalization in my community.

This opportunity to collaborate with the D.E.C. and thus be an example for others to follow could inspire many industries downstate to relocate because of the attractive upstate prices of the empty commercial buildings especially the 'Brownfields'. The reverse will only have the chilling effect where local efforts to revitalize by individuals, visionaries, artists and entrepreneurs are abandoned because of unreasonable and punitive legislation.

Since acquiring the building I have personally done what I set out to do. All, might I add on my own dime, no loans or grants and with my own two hands since I am an artist who is still struggling. But now my building is on its way to revitalization and the next phase of renovation that begins in a few weeks. Again by my own two hands. As I can afford it, I purchase the materials and do the work myself. I recently rented a sky lift and spent 4 days taking down some of the overgrown trees threatening the roof of the building. Last year I renovated the crumbling façade, replacing cinder blocks, filling the cavities with rebar and concrete. All of the many cracks, broken bricks and blocks were fixed. The building was blasted clean and then re-painted white. Before that I had gutted the building, removing 12,000.00 lbs. of trash left there by the City of Elmira that used the building to build and store floats, moldy ceiling tiles and moldy insulation. There was also 1500 lbs. of steel and 1500 lbs. of wood. (Please see photos attached.)

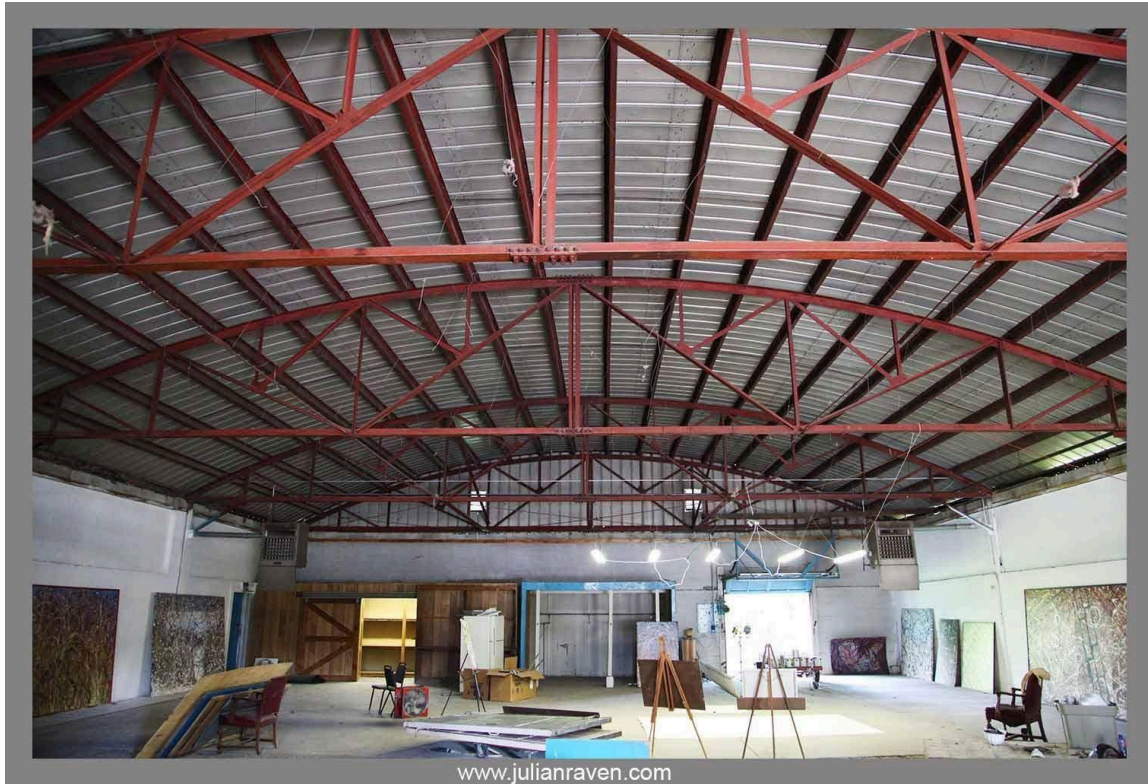












Attorney Loew, as I said on the phone I cannot sign the 'order on consent' you mailed to me. I have done my due diligence regarding this property. I believe that granting me the indemnification agreement would be the right way forward for the D.E.C., the City of Elmira and my self. We then can move forwards as fellow citizens with invested interests in restoring and revitalizing our City and our upstate New York region. Our cooperative effort can serve as a blue print to the type of results that will truly benefit our community.

All remediation work should be covered under the New York Superfund and those determined to be responsible for the presence of any harmful chemicals should be held responsible.

I look forward to seeing closure come to my property by the various remediation technologies that are available and to one day having the property removed from the 'Brownfield' classification.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julian Raven', with a large, sweeping flourish extending from the end of the name.

Julian Raven
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