

Frontier Abstract & Research Services, Inc.

30 West Broad Street Suite 100
Old City Hall/ Irving Place
Rochester, NY 14614

Invoice

DATE	INVOICE #
11/6/2012	325373

BILL TO
AECOM 100 Corporate Parkway Suite 341 Amherst, New York 14226

NET 30	COUNTY
NET 10	Onon

ITEM	DESCRIPTION	AMOUNT
Title Search	5032427- Peter Winkelman Inc./GSI of Virginia, Greenway Avenue, Syracuse Sales Tax	995.00T 87.06

Thank you. This invoice is due and payable 30 days from invoice date.

Invoice Total \$1,082.06

Open Balance Due \$1,082.06



30 WEST BROAD ST IRVING PLACE/OLD CITY HALL SUITE 100 ROCHESTER, NY 14614
PHONE: 585-955-6111 WWW.FRONTIERABSTRACT.COM FAX: 585-955-6175

Client AECOM
FRO # 494149

Client# Site 734047

Date: 11/5/2012
of pages: 44

County: Onondaga Run Dates 10/2/1973 → 10/15/2012
Owner: GSI of Virginia, Inc./Peter Winkelman Company, Inc.
Address: 101-13 Greenway Avenue, Syracuse, NY

Limited Tax Info

Tax Lien Found: No	SBL#: 032.1-01-26.0	Land:\$	Total:\$
Lot Size:	Prop Class:	Town:	School:

DEEDS

--Current Deed--

Grantor: Peter Winkelman Co., Inc.

Grantee: GSI of Virginia, Inc.

Liber/Page 3721/246 Dated 9/6/1991 Recorded 9/17/1991 Deed Type Warranty

Assumption: No Life Use: No

Being: Same to grantors in Liber/Page 2514/757

Transfer Tax: \$ Exempt Notes: Purports to convey the same premises as conveyed by the deed recorded in 2514/757. However, the description includes only the first 2 parcels described therein excepting the land appropriated by the state in 1966.

Grantor: Winkelman, Inc.

Grantee: Dwight Enterprises, Inc.

Liber/Page 2946/47 Dated 5/1/1982 Recorded 6/23/1982 Deed Type Warranty

Assumption: No Life Use: No

Being: No Being Clause to grantors in Liber/Page

Transfer Tax: \$ Exempt Notes: The NYS Department of State Division of Corporation website shows that Dwight Enterprises, Inc. changed its name to Peter Winkelman Company, Inc. as of 9/30/1982. Also, shows that the corporation's current status is INACTIVE.

Total # of Mortgages: 0

Mortgagor

Mortgagee

Liber/Page:	Dated:	Recorded:	
Amount: \$	Open Ended: No	Open Amount \$	
Assigned To:	L/P	Date	Rec.
Further Assigned:	L/P	Date	Rec.

Liens & Surrogates (Note # of Liens for each)

<u>JUDG</u>	<u>LIS PEN</u>	<u>UCC'S</u>	<u>MECH LIENS</u>	<u>FED TAX</u>	<u>STATE TAX</u>
1	0	0	0	0	0
<u>SURROGATES CHECKED?</u> No			<u>SURROGATES CLEAR?</u> No		

Names Certified: Dwight W. Winkelman; Dwight Enterprises, Inc.; D. W. Winkelman, Inc.; Winkelman, Inc.; Peter Winkelman Company, Inc.; Peter Winkelman Co., Inc.; GSI of Virginia, Inc.

Notes: Copy of pertinent pages of the Hazardous Waste Disposal Sites index included; Copy of pertinent pages of the Inactive Hazardous Waste Disposal Sites index included



Deed Chain

FRO#: 494149

Prior Deed

Grantor: Dwight Enterprises, Inc.

Grantee: Winkelman, Inc.

Liber/Page 2916/257 Dated 11/20/1981 Recorded 1/6/1982 Deed Type Correction Warranty

Assumption: No Open Life Use: No

Being: no being clause to grantors in Liber/Page

Transfer Tax: \$ Exempt Notes: Corrects deed recorded in 2902/225 to correct the name of the grantee

Prior Deed

Grantor: Dwight Enterprises, Inc.

Grantee: D. W. Winkelman, Inc.

Liber/Page 2902/225 Dated 10/14/1981 Recorded 10/21/1981 Deed Type Warranty

Assumption: No Open Life Use: No

Being: no being clause to grantors in Liber/Page

Transfer Tax: \$ Exempt Notes: See correction deed recorded in 2916/257

Prior Deed

Grantor: Dwight W. Winkelman

Grantee: Dwight Enterprises, Inc.

Liber/Page 2625/169 Dated 10/1/1977 Recorded 12/21/1977 Deed Type Warranty

Assumption: No Open Life Use: No

Being: no being clause to grantors in Liber/Page

Transfer Tax: \$ Exempt Notes:

Prior Deed

Grantor: Jean M. Paesch, Dora Alcon, Esther Koplovitz and Sadye Koplovitz

Grantee: Dwight W. Winkelman

Liber/Page 2514/757 Dated 10/2/1973 Recorded 10/5/1973 Deed Type Warranty

Assumption: No Open Life Use: No

Being: no being clause to grantors in Liber/Page

Transfer Tax: \$ 178.20 Notes:

Surrogates

Estate Of: File #:

County: Date of Death:

Testate

Petition for Probate filed on

Letters Testamentary awarded to

on

General Property Description

Prop. 101-13 GREENWAY Address: AVE	Municipality: CITY OF SYRACUSE	Town Swis Code: 311500 / SYRACUSE CITY
Owner: GSI OF VIRGINIA INC	Tax / Map Acct#: 032.001-0001-026.0000000	School Dist: CITY SYR
Owner 2:	Print Key: 032.1-01-26.0	School Code: 311500
Owner PETER WINKLEMAN Mailing: CO INC SYRACUSE, NY13217	Deed Book / Page: 3721 / 246	
	Sub Div:	Phone Number:
	Misc:	

Structural Characteristics

Bldg Sq Feet: 79600	Built: 1950	Uses As 1:
1st Floor: 0	Story Height: 20	Uses As 2:
2nd Floor: 0	Heat:	No. Of Bldgs:
House Type:	Fireplaces: 0	Residential Units: 0
Bedrooms: 0.0	Fuel:	Exterior:
Bath: 0.0	Water: PUBLIC	Garage: 0
Basement:	Sewer: PUBLIC	Number Stories: 1.0
Basement SF: 0	Utilities: GAS & ELEC	Central Air: NO
Improve 1 / YR: MOBILE HOME 1980	Size 1: 60 X 12	Total SqFT 1: 720
Improve 2 / YR: PAVNG,ASPHLT 1970	Size 2: 35000 X 4	Total SqFT 2: 140000
Improve 3 / YR: BILBRD,SPOLE 1983	Size 3: 12 X 36	Total SqFT 3: 432
Improve 4 / YR:	Size 4: 0 X 0	Total SqFT 4: 0

Land Characteristics

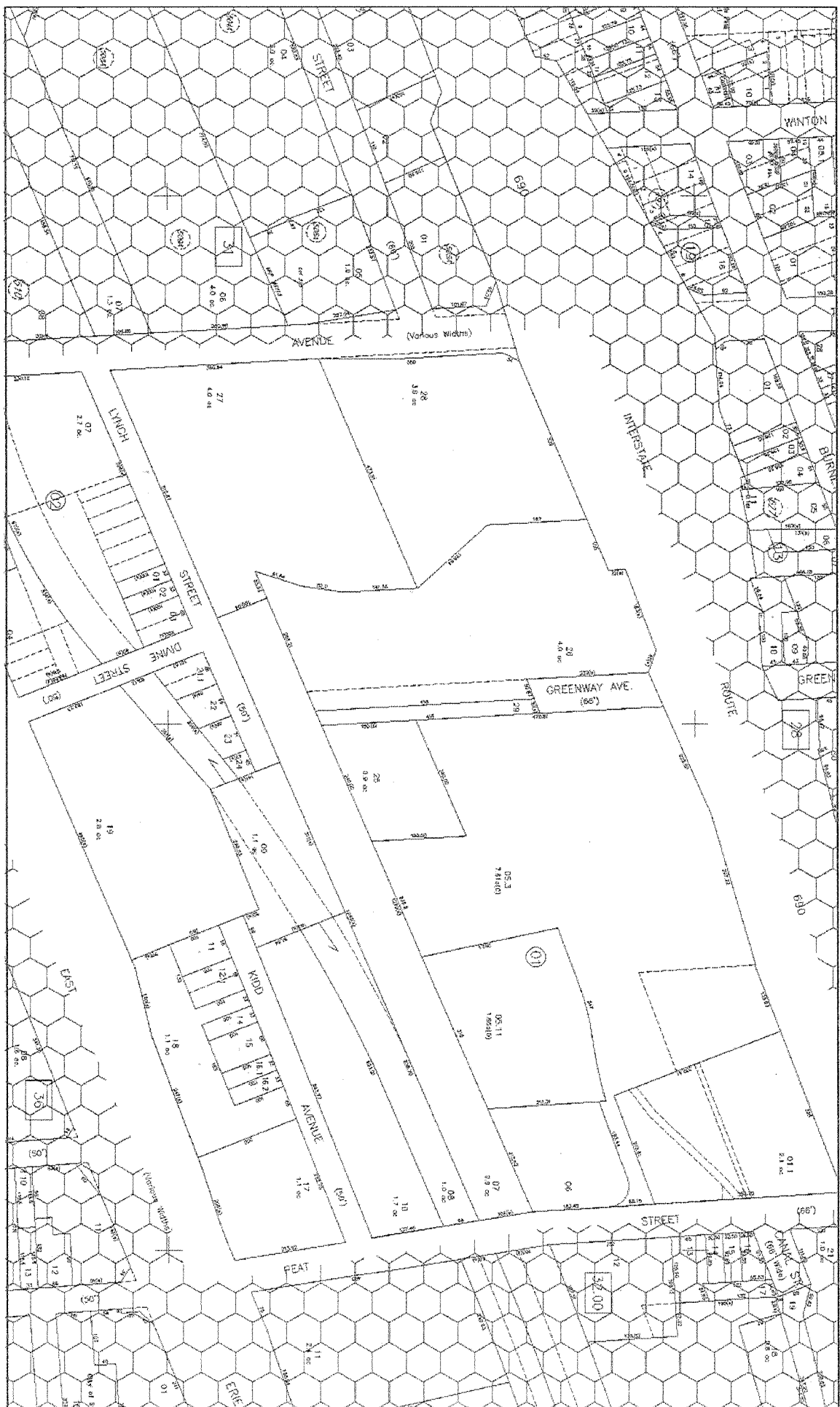
Acreage : 0.21	Land SqFt: 9148	
Class Code: 710	Class Name: MANUFACTURING	Lot Size: 230 x 39
East / Longitude: 623834 / -76.1196591	North / Latitude 1112574 / 43.0525898	

Tax / Assessment Data

Tax / Map Acct #: 032.001-0001-026.0000000	School Tax: \$7,187.46
Total Assessment: \$557,600.00	County Tax: \$7,609.79
Land: \$228,480.00	City Tax: \$11,320.95
Old Assessment: \$557,600.00	Account #: 635300100
Assessor Full Market Value: \$659,882.00	

Sales Information

Sales Price:	Sales Date:	Grantor:	Deed Book / Page:	Deed Type:	Deed Valid:	ARMS Length:
\$1.00	09/06/1991	DWIGHT ENTERPRISES INC	3721 / 246			



REF 3721-246

This Indenture

made September 6 1991

Between PETER WINKELMAN CO., INC., P.O. Box 61425,
Virginia Beach, VA 23462,



party of the first part, and

INC.
GSI OF VIRGINIA, a Virginia Corporation,
1025 Executive Boulevard, Chesapeake, VA 23320,

party of the second part,

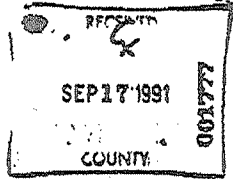
Whereas that the party of the first part, in consideration of
ONE AND NO/100 Dollars (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, does hereby grant and release unto the party of the second part,
the heirs or successors and assigns of the party of the second part forever, all THAT CERTAIN
PIECE OR PARCEL OF LAND, with the buildings and improvements thereon
erected, situate, lying and being in the City of Syracuse, County of
Onondaga and State of New York, and being part of Farm Lot No. 223,
and bounded and described as follows: BEGINNING at a point in the
southerly line of lands of the West Shore R.R. Co., 39.20 feet westerly
from the intersection of said line with the west line of Greenway
Avenue; thence along the southerly line of said railroad lands 119.27
feet, thence southerly parallel with Greenway Ave. 552.60 feet;
thence westerly at right angles to Greenway Ave. 14.73 feet; thence
southerly parallel with Greenway Ave. 141.65 feet to the northerly
line of lands of the N.Y.C.R.R. Co.; thence easterly along the
northerly line of lands of said R.R. Co. 176.52 feet to the westerly
line of Greenway Ave.; thence northerly along the westerly line of
Greenway Ave. 512.45 feet to a point 168.30 feet southerly from the south-
erly line of lands of the West Shore R.R. Co.; thence westerly at right
angles to Greenway Ave. 37.58 feet; thence northerly 156.44 feet to
the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of
Syracuse, County of Onondaga and State of New York, being part of Farm
Lot No. 223, bounded and described as follows: BEGINNING at the
point of intersection of the southerly line of lands of the West
Shore R.R. Co. with the west line of Greenway Ave., thence westerly
along the southerly line of said railroad lands 39.2 feet; thence
southerly parallel with Greenway Avenue 156.44 ft.; thence easterly
at right angles to Greenway Avenue 37.58 ft. to the westerly line of
Greenway Avenue; thence northerly along the westerly line of Greenway
Avenue 168.30 ft. to the place of beginning, together with all
buildings and improvements thereon and together with all heating,
lighting and plumbing fixtures and all fixtures and equipment now
part of the buildings upon said premises.

ALSO EXCEPTING from the above described the premises appropriated by
the People of the State of New York by an appropriation, dated June
17, 1966, and recorded in the Onondaga County Clerk's Office June 17,
1966, in Book 2304 of Deeds at Page 394c.

TOGETHER WITH and subject to easements, rights and restrictions of
record.

It being intended to convey the same premises conveyed to the grantor
herein by Jean M. Pabsch, Dora Alcon, Esther Kiplovitz and Sayde
Kiplovitz, by Warranty Deed dated October 2, 1973 and recorded
October 5, 1973 in the Onondaga County Clerk's Office in Book 2514
at Page 757c.



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NE

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2304
39

RECORDED
INDEXED
FILED
SEP 17 1991
ONONDAGA COUNTY CLERK'S OFFICE
SYRACUSE, NY

FORM 58416 N Y DFTD-WARRANTY with Lien Covenant (Part of a Corporation)



TITLELAND ENTERPRISES, INC. MAY 1982
TITLES LAW FIRST PUBLICATIONS DIVISION OF CTR

This Indenture

Made the *First* day of *May* Nineteen Hundred and Eighty-two

Between

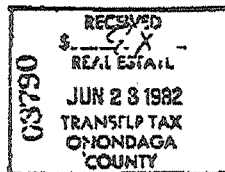
WINKELMAN, INC., of P. O. Box 6549 Teall Station
Syracuse, New York,

a corporation organized under the laws of New York State



party of the first part, and
DWIGHT ENTERPRISES, INC., a Corporation having an office in
and place of business at P. O. Box 6549 Teall Station, Syracuse, NY,
part Y of the second part,
Witnesseth that the party of the first part, in consideration of
ONE and 00/100-----Dollar (\$1.00)
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, does hereby grant and release unto the
part Y of the second part, its heirs and assigns forever, all

"SEE SCHEDULE A ATTACHED."



Return to: Melvin and Melvin (D.A.M.)
700 Merchants Bank Bldg.
Syracuse, NY 13202

29/6
257

04845

001
TT: 2149 PM 06/23/82 7354
K 305 2149 PM 06/23/82 7354 1A 507

100-3965-48

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

To have and to hold the premises herein granted unto the party of the second part, its heirs and assigns forever.

And the party of the first part covenants as follows

First, That the party of the second part shall quietly enjoy the said premises,
Second, That the party of the first part will forever warrant the title to said premises

Third, That, in Compliance with Sec 13 of the Lien Law the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose

In Presence of

In Witness Whereof, the party of the first part has caused ~~abovementioned~~ ~~certified~~ ~~and~~ ~~there~~ ~~present~~ to be signed by its duly authorized officer this ~~20th~~ day of May Nineteen Hundred and Eighty-two

WINKELMAN, INC.

By Joseph H. Beland
Joseph H. Beland, President

State of New York
County of Onondaga }
before me personally came

On this 20th day of May
Nineteen Hundred and Eighty-two

Joseph H. Beland

to me personally known, who, being by me duly sworn, did depose and say that he resides in Auburn, New York that he is the President of Winkelman, Inc. the corporation described in, and which executed, the within instrument, ~~that he is the President of Winkelman, Inc. the corporation described in, and which executed, the within instrument,~~ and that he signed his name thereto by like order

Domenic A. Mazza

DOMENIC A. MAZZA
Notary Public in the State of New York
Qualified on Jan. 14, 1915
My Comm. Exp. 15 June 3, 1927

MAZZA

CORPORATION WARRANT WITH LIEN COVENANT

WINKELMAN, INC.

TO

DWIGHT ENTERPRISES, INC.

Dated.

40 82

MELVIN AND MELVIN
ATTORNEYS AND COUNSELORS AT LAW
700 MICHIGAN BANK BUILDING
SYRACUSE, NEW YORK 15202

SCHEDULE A

All that certain piece or pieces

of land, with the buildings and improvements thereon erected,

situate, lying and being in the City of Syracuse, County of Onondaga and State of New York, and being part of Farm Lot

No. 223 and bounded and described as follows: Beginning at

a point in the southerly line of lands of the West Shore R.R.

Co. 39.20 feet westerly from the intersection of said line

with the west line of Greenway Avenue; thence westerly along

the southerly line of said Railroad lands 119.27 feet, thence

southerly parallel with Greenway Ave. 552.60 feet; thence

westerly at right angles to Greenway Ave. 14.73 feet; thence

southerly parallel with Greenway Ave. 141.65 feet to the

northerly line of lands of the N.Y.C.R.R. Co.; thence easterly

along the northerly line of lands of said R. R. Co. 176.52

feet to the westerly line of Greenway Ave.; thence northerly

along the westerly line of Greenway Ave. 512.45 feet to a

point 168.30 feet southerly from the southerly line of lands

of the West Shore R.R. Co.; thence westerly at right angles to

Greenway Ave. 37.58 feet; thence northerly 156.44 feet to

the place of beginning.

Also, all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being

part of Farm Lot No. 223 bounded and described as follows:

Beginning at the point of intersection of the southerly line

of lands of the West Shore R.R. Co. with the west line of

Greenway Avenue; thence westerly along the southerly line of

said Railroad lands 39.2 ft.; thence southerly parallel with

Greenway Avenue 156.44 ft.; thence easterly at right angles

to Greenway Avenue 37.58 ft. to the westerly line of

Greenway Avenue; thence northerly along the westerly line of

Greenway Avenue 168.30 ft. to the place of beginning,

together with all buildings and improvements thereon and

together with all heating, lighting and plumbing fixtures

and all fixtures and equipment now part of the buildings

upon said premises.

718

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City, bounded and described as follows: Beginning at the intersection of the southerly line of lands of the old West Shore Railroad right-of-way and the easterly line of Tonall Avenue; running thence South $30^{\circ} 19' 30''$ East along the said easterly line of Tonall Avenue a distance of 423.02 feet to the northwesterly corner of lands conveyed by Globe Forge & Foundries Inc. to the International Harvester Company of America (Inc.) by deed dated April 16th, 1934, and recorded in the Office of the Clerk of the County of Onondaga on April 19th, 1934 at 2:34 P.M., thence North $66^{\circ} 31'$ East along said northerly line of said International Harvester Company (Inc.) a distance of 508.11 feet to the westerly line of a parcel of land conveyed by Globe Forge & Foundries, Inc. to Abo C. Jacobs et al by deed dated Sept. 1, 1933 and recorded in the Office of the Clerk of the County of Onondaga on January 8, 1934 in Book of Deeds No. 730 at page 467 etc.; thence north $30^{\circ} 19' 30''$ West along said westerly boundary of said Jacobs a distance of about 399.51 feet to the said southerly line of the West Shore Railroad; thence westerly along said southerly line a distance of 500.50 feet to the place of beginning.

718

Also all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City bounded and described as follows: Beginning at the intersection of the westerly line of Greenway Avenue and the westerly prolongation of the southerly line of a parcel of land conveyed by the Onondaga County Savings Bank to Archbold-Brady Company by deed dated January 27th, 1905 and recorded in the office of the Clerk of the County of Onondaga on January 28th, 1905, in Book of Deeds No. 363 at Page 164; thence South $30^{\circ} 19' 30''$ East along the southerly prolongation of said westerly line of Greenway Avenue a distance of about 439.9 feet to the northerly line of lands of the New York Central Railroad Company; thence North $66^{\circ} 30'$ East along;

2946-51

said northerly line a distance of 40.44 feet to a point which is 38 feet easterly from the said prolongation of the westerly line of Greenway Avenue, measured at right angles thereto; thence North $3^{\circ} 19' 30''$ west along a line parallel with and 38 feet easterly of said southerly prolongation a distance of 418 feet to the said westerly prolongation of the southerly line of said Archbold-Brady said last described line

being approximately along the westerly edge of the concrete footings of a wire fence enclosing part of the property of Globe Forge & Foundries, Inc.; thence westerly along said westerly projection of said Archbold-Brady's southerly line a distance of 39.87 feet to the place of beginning.

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Farm Lot #223 and being more particularly described as follows: Beginning at the southeast corner of property now owned by International Harvester Corporation; thence S. $66^{\circ} 31'$ W. along the south line of said International Harvester Corp. property a distance of 71.20 feet to a point; thence N. $18^{\circ} 31'$ E. a distance of 90 feet to a point; thence N. $07^{\circ} 31'$ E. a distance of 82 feet to a point; thence N. $03^{\circ} 19' 30''$ W. parallel to Greenway Ave., a distance of 141.58 feet to a point in the northerly line of said International Harvester Corporation property; thence N. $66^{\circ} 31'$ E. along said northerly line, a distance of 34.60 feet to the northeast corner of said property; thence S. $3^{\circ} 19' 30''$ E. along the easterly line of said International Harvester Corp. property, a distance of 154.05 feet to an angle point in same; thence S. $06^{\circ} 40' 30''$ W. along said property line a distance of 14.73 feet to an angle point in said property line; thence S. $3^{\circ} 19' 30''$ E. along said easterly property line, a distance of 140.96 feet to the place of beginning.

Also, conveying, granting and assigning to the grantees herein the permanent and perpetual right and easement as the same is set forth in an easement from The New York Central Railroad Company to Horn Alcon, et al, dated November 9, 1966, and recorded in the Onondaga County Clerk's Office November 14, 1966, in Book 2325 of Deeds at page 4142c.

EXCEPTING AND Reserving therefrom, All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot #223 and being more particularly described as follows:

BEGINNING at the intersection of the northerly line of property of International Harvester Corp. with the easterly line of Teall Avenue, said point of beginning also being the southwest corner of property of the Acrofin Corp. and the south point of Parcel #389 of the State of New York;

thence North 0° 21' 40" East along the easterly line of said State Parcel #389 a distance of 140 feet to an angle point in same;

thence North 3° 19' 30" West continuing along said easterly line of Parcel #389 and the easterly line of New York State Parcel #390 a distance of 210 feet to an angle point;

thence North 26° 10' 20" East along the line of Parcel #390 a distance of 34 feet to an angle point;

thence North 66° 39' 00" East along the southerly line of Parcel #390, a distance of 326 feet to a point;

thence South 3° 23' East a distance of 187 feet to a point;

thence South 42° 11' East a distance of 178.64 feet to a point in said northerly line of the International Harvester Corp. Property said point being South 66° 31' West a distance of 34.60 feet from the northeast corner of said International Harvester Corp. property;

thence South 66° 31' West along said northerly property line a distance of 473.51 feet to the point of beginning.

Also excepting from the above described the premises appropriated by the People of the State of New York by an appropriation, dated June 17, 1966, and recorded in the Onondaga County Clerk's Office June 17, 1966, in Book 2301 of Deeds at Page 398c.

Together with and subject to easements, rights and restrictions of record.

Together with all the grantors' right, title, and interest in and to Greenway Avenue, Lynch Street, roadways, highways, beds of creeks, railroad rights of ways and easements, located within or adjoining said above described premises. Together with any and all strips, unices, or parcels of land within and/or adjacent to said above described premises.

The above described premises does not constitute a major portion or substantially all of its assets.

The certificate of incorporation or by-laws do not require the consent of shareholders.

20090608 0.0011 CLERK'S OFFICE

Recorded on the 29th day of June, 1966, at 2:44 PM in Book 2325 of Deeds at Page 4142c and Examined.

James H. Johnson
COUNTY CLERK

2916-257

TITULARE ASSOCIATES U.S. & CAN. OFFICE
TITLE LAW FIRM, PUBLISHED, 1974**This Indenture,**November
EighthMade the
Nineteen Hundred and Eighty-one

20th



day of

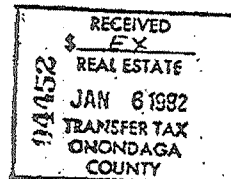
DWIGHT ENTERPRISES, INC., P. O. Box 6549 Teall Station, Syracuse,
New York
a corporation organized under the laws of New York State

WINKELMAN, INC., a Corporation having an office and place of
business at P. O. Box 6549 Teall Station, Syracuse, New York

Witnesseth that the party of the first part, in consideration of
ONE and 00/100-----Dollar (\$1.00)
lawful money of the United States, and other good and valuable consideration
paid by the part Y of the second part, does hereby grant and release unto the
party of the second part, its heirs and assigns forever, all

"SEE SCHEDULE A ATTACHED."

This deed is given solely for the purpose of correcting an error in
the deed given by Dwight Enterprises, Inc. as grantor to D. W.
Winkelman, Inc. as grantee, dated October 14, 1981 and recorded
October 21, 1981 in the Onondaga County Clerk's Office in Book 2902 of
Deeds at Page 225ac, the name of the grantee being in error. There is
no such corporation or entity as D. W. Winkelman, Inc. as set forth
in said deed. The deed should have named the grantee as Winkelman, Inc.
as set forth in this deed. There is no new, further or any considera-
tion for this deed except to correctly set forth and properly state
and identify the grantee as Winkelman, Inc., which deed was delivered
to and accepted by Winkelman, Inc. and recorded without discovering
the error.



R.R.: Melvin & Melvin (Attys)
Syracuse, N.Y.

00093

00/
E II 2:58 PM 01/06/82 2038
R DSS 2:58 PM 01/06/82 2037 19.75/

NP-2916-4 258

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

To have and to hold the premises herein granted unto the part Y of the second part, its heirs and assigns forever.

And the party of the first part covenants as follows:

First, That the part of the second part shall quietly enjoy the said premises; Second, That the party of the first part will forever warrant the title to said premises.

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

In Presence of

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 20th day of November Nineteen Hundred and Eighty-one

DWIGHT ENTERPRISES, INC.

By Joseph H. Beland, Vice-President

State of New York County of Onondaga before me personally came

On this 20th day of November Nineteen Hundred and Eighty-one

JOSEPH H. BELAND

to me personally known, who, being by me duly sworn, did depose and say that he resides in Auburn, New York that he is the Vice-President of DWIGHT ENTERPRISES, INC. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

DOMENIC A. MAZZA Notary Public in the State of New York Qualified in Conn. Co. No. 34-7781520 My commission expires March 30, 1972



CORPORATION WARRANTY WITH LIEN COVENANT

DWIGHT ENTERPRISES, INC.

TO

WINKELMAN, INC.

19 81

Dated, November 20

Record and Return to: MELVIN AND MELVIN (D.A.M.) ATTORNEYS AND COUNSELORS AT LAW 700 MERCHANT BANK BUILDING SYRACUSE, NEW YORK 13203

SCHEDULE A

All that certain piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Syracuse, County of Onondaga and State of New York, and being part of Farm Lot No. 223 and bounded and described as follows: Beginning at a point in the southerly line of lands of the West Shore R.R. Co. 39.20 feet westerly from the intersection of said line with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 119.27 feet, thence southerly parallel with Greenway Ave. 552.60 feet; thence westerly at right angles to Greenway Ave. 14.73 feet; thence southerly parallel with Greenway Ave. 141.65 feet to the northerly line of lands of the N.Y.C.R.R. Co.; thence easterly along the northerly line of lands of said R. R. Co. 176.52 feet to the westerly line of Greenway Ave.; thence northerly along the westerly line of Greenway Ave. 512.45 feet to a point 168.30 feet southerly from the southerly line of lands of the West Shore R.R. Co.; thence westerly at right angles to Greenway Ave. 37.58 feet; thence northerly 156.44 feet to the place of beginning.

Also, all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being

part of Farm Lot No. 223 bounded and described as follows: Beginning at the point of intersection of the southerly line of lands of the West Shore R.R. Co. with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 39.2 ft.; thence southerly parallel with Greenway Avenue 156.44 ft.; thence easterly at right angles to Greenway Avenue 37.58 ft. to the westerly line of Greenway Avenue; thence northerly along the westerly line of Greenway Avenue 168.30 ft. to the place of beginning, together with all buildings and improvements thereon and together with all heating, lighting and plumbing fixtures and all fixtures and equipment now part of the buildings upon said premises.

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City, bounded and described as follows: Beginning at the intersection of the southerly line of lands of the old West Shore Railroad right-of-way and the easterly line of Teall Avenue; running thence South $3^{\circ} 19' 30''$ East along the said easterly line of Teall Avenue a distance of 423.02 feet to the northwesterly corner of lands conveyed by Globe Forge & Foundries Inc. to the International Harvester Company of America (Inc.) by deed dated April 16th, 1934, and recorded in the Office of the Clerk of the County of Onondaga on April 19th, 1934 at 2:34 P.M., thence North $66^{\circ} 31'$ East along said northerly line of said International Harvester Company (Inc.) a distance of 508.11 feet to the westerly line of a parcel of land conveyed by Globe Forge & Foundries, Inc. to Abe G. Jacobs et al by deed dated Sept. 1, 1933 and recorded in the Office of the Clerk of the County of Onondaga on January 8, 1934 in Book of Deeds No. 730 at page 467 etc.; thence north $3^{\circ} 19' 30''$ West along said westerly boundary of said Jacobs a distance of about 399.51 feet to the said southerly line of the West Shore Railroad; thence westerly along said southerly line a distance of 500.50 feet to the place of beginning.

Also all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City bounded and described as follows: Beginning at the intersection of the westerly line of Greenway Avenue and the westerly prolongation of the southerly line of a parcel of land conveyed by the Onondaga County Savings Bank to Archbold-Brady Company by deed dated January 27th, 1905 and recorded in the office of the Clerk of the County of Onondaga on January 28th, 1905, in Book of Deeds No. 363 at Page 164; thence South $3^{\circ} 19' 30''$ East along the southerly prolongation of said westerly line of Greenway Avenue a distance of about 419.9 feet to the northerly line of lands of the New York Central Railroad Company; thence North $66^{\circ} 31'$ East along

186
78 1/2

said northerly line a distance of 40.49 feet to a point which is 38 feet easterly from the said prolongation of the westerly line of Greenway Avenue, measured at right angles thereto; thence North $3^{\circ} 19' 30''$ west along a line parallel with and 38 feet easterly of said southerly prolongation a distance of 418 feet to the said westerly prolongation of the southerly line of said Archbold-Brady said last described line being approximately along the westerly edge of the concrete footings of a wire fence enclosing part of the property of Globe Forge & Foundries, Inc.; thence westerly along said westerly projection of said Archbold-Brady's southerly line a distance of 39.87 feet to the place of beginning.

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Farm Lot #223 and being more particularly described as follows: Beginning at the southeast corner of property now owned by International Harvester Corporation; thence S. $66^{\circ} 31'$ W. along the south line of said International Harvester Corp. property a distance of 71.20 feet to a point; thence N. $18^{\circ} 31'$ E. a distance of 90 feet to a point; thence N. $07^{\circ} 31'$ E. a distance of 82 feet to a point; thence N. $03^{\circ} 19' 30''$ W. parallel to Greenway Ave., a distance of 141.58 feet to a point in the northerly line of said International Harvester Corporation property; thence N. $66^{\circ} 31'$ E. along said northerly line, a distance of 34.60 feet to the northeast corner of said property; thence S. $3^{\circ} 19' 30''$ E. along the easterly line of said International Harvester Corp. property, a distance of 154.05 feet to an angle point in same; thence S. $85^{\circ} 40' 30''$ W. along said property line a distance of 14.73 feet to an angle point in said property line; thence S. $3^{\circ} 19' 30''$ E. along said easterly property line, a distance of 140.96 feet to the place of beginning.

Also, conveying, granting and assigning to the grantees herein the permanent and perpetual right and easement as the same is set forth in an easement from The New York Central Railroad Company to Dora Alcon, et al, dated November 9, 1966, and recorded in the Onondaga County Clerk's Office November 14, 1966, in Book 2325 of Deeds at page 414tc.

EXCEPTING AND Reserving therefrom, All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot #223 and being more particularly described as follows:

BEGINNING at the intersection of the northerly line of property of International Harvester Corp. with the easterly line of Tcall Avenue, said point of Beginning also being the southwest corner of property of the Acrofin Corp. and the south point of Parcel #389 of the State of New York;

thence North 0° 21' 40" East along the easterly line of said State Parcel #389 a distance of 140 feet to an angle point in same;

thence North 3° 19' 30" West continuing along said easterly line of Parcel #389 and the easterly line of New York State Parcel #390 a distance of 210 feet to an angle point;

thence North 26° 10' 20" East along the line of Parcel #390 a distance of 34 feet to an angle point;

thence North 66° 30' 00" East along the southerly line of Parcel #390, a distance of 325 feet to a point;

thence South 3° 23' East a distance of 187 feet to a point;

thence South 42° 11' East a distance of 178.64 feet to a point in said northerly line of the International Harvester Corp. Property said point being South 66° 31' West a distance of 34.60 feet from the northeast corner of said International Harvester Corp. property;

thence South 66° 31' West along said northerly property line a distance of 473.51 feet to the point of beginning.

Also excepting from the above described the premises appropriated by the People of the State of New York by an appropriation, dated June 17, 1966, and recorded in the Onondaga County Clerk's Office June 17, 1966, in Book 2304 of Deeds at Page 39tc.

Together with and subject to easements, rights and restrictions of record.

Together with all the grantors' right, title, and interest in and to Greenway Avenue, Lynch Street, roadways, highways, beds of creeks, railroad rights of ways and easements, located within or adjoining said above described premises. Together with any and all strips, gores, or parcels of land within and/or adjacent to said above described premises.

ONONDAGA COUNTY CLERK'S OFFICE

Deed Recorded on the
16 day of January, 1967 at
2:58 PM in Book 2916, Page 257u
and examined.

James P. [Signature]
CLERK OF THE

(Book 2902 page 225u)

U. S. Internal Revenue Stamp Affixed

FORM 58415 N. Y. DEED—WARRANTY with Line Covenant (Form a Corporation)

TUTTLE BLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print Publishers, Rutland, Vt.

2902 PAGE 225

This Indenture

Made the 14th
October
Nineteen Hundred and Eighty-one

CITY Day of

DWIGHT ENTERPRISES, INC., P. O. Box 6549 Teall Station,
Syracuse, New York

a corporation organized under the laws of New York State

D. W. Winkelman, Inc., a corporation having an office and place of
business at P. O. Box 6549 Teall Station, Syracuse, New York

Witnesseth that the party of the first part, in consideration of
ONE and 00/100-----Dollar (\$1.00)
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, does hereby grant and release unto the
party of the second part, its heirs, and assigns forever, all

"SEE SCHEDULE A ATTACHED."

RECEIVED
REAL ESTATE
OCT 21 1981
TRANSFER TAX
OTIONDAGA
COUNTY

09536

✓
2685
169

See corrective Deed 2916/257

226
Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the part Y of the second part, its heirs and assigns forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;
Second, That the party of the first part will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 14th day of October Nineteen Hundred and Eighty-one

DWIGHT ENTERPRISES, INC.

By

Joseph H. Beland, Vice-President

State of New York
County of Onondaga
before me personally came

On this 14th day of October
Nineteen Hundred and Eighty-one

JOSEPH H. BELAND

to me personally known, who, being by me duly sworn, did depose and say that he resides in Auburn, New York that he is the Vice-President of DWIGHT ENTERPRISES, INC. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Domenic A. Mazza

DOMENIC A. MAZZA

Notary Public in the State of New York,
Qualified in Onon. Co. No 31-7315.0
My commission expires March 30, 1982

DEED

CORPORATION WARRANTY WITH LIEN COVENANT

DWIGHT ENTERPRISES, INC.

TO

Dated. October 14 1981

Record and Return to:

MELVIN AND MELVIN (D.A.M.)
SYRACUSE, N. Y. 13208

SCHEDULE A

All that certain piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Syracuse, County of Onondaga and State of New York, and being part of Farm Lot No. 223 and bounded and described as follows: Beginning at a point in the southerly line of lands of the West Shore R.R. Co. 39.20 feet westerly from the intersection of said line with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 119.27 feet, thence southerly parallel with Greenway Ave. 552.60 feet; thence westerly at right angles to Greenway Ave. 14.73 feet; thence southerly parallel with Greenway Ave. 141.65 feet to the northerly line of lands of the N.Y.C.R.R. Co.; thence easterly along the northerly line of lands of said R. R. Co. 176.52 feet to the westerly line of Greenway Ave.; thence northerly along the westerly line of Greenway Ave. 512.45 feet to a point 168.30 feet southerly from the southerly line of lands of the West Shore R.R. Co.; thence westerly at right angles to Greenway Ave. 37.58 feet; thence northerly 156.44 feet to the place of beginning.

Also, all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot No. 223 bounded and described as follows: Beginning at the point of intersection of the southerly line of lands of the West Shore R.R. Co. with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 39.2 ft.; thence southerly parallel with Greenway Avenue 156.44 ft.; thence easterly at right angles to Greenway Avenue 37.58 ft. to the westerly line of Greenway Avenue; thence northerly along the westerly line of Greenway Avenue 168.30 ft. to the place of beginning, together with all buildings and improvements thereon and together with all heating, lighting and plumbing fixtures and all fixtures and equipment now part of the buildings upon said premises.

220

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City, bounded and described as follows: Beginning at the intersection of the southerly line of lands of the old West Shore Railroad right-of-way and the easterly line of Tenall Avenue; running thence South $3^{\circ} 19' 30''$ East along the said easterly line of Tenall Avenue a distance of 423.02 feet to the northwesterly corner of lands conveyed by Globe Forge & Foundries Inc. to the International Harvester Company of America (Inc.) by deed dated April 16th, 1934, and recorded in the Office of the Clerk of the County of Onondaga on April 19th, 1934 at 2:34 P.M., thence North $66^{\circ} 31'$ East along said northerly line of said International Harvester Company (Inc.) a distance of 508.11 feet to the westerly line of a parcel of land conveyed by Globe Forge & Foundries, Inc. to Abe G. Jacobs et al by deed dated Sept. 1, 1933 and recorded in the Office of the Clerk of the County of Onondaga on January 8, 1934 in Book of Deeds No. 730 at page 467 etc.; thence north $3^{\circ} 19' 30''$ West along said westerly boundary of said Jacobs a distance of about 399.51 feet to the said southerly line of the West Shore Railroad; thence westerly along said southerly line a distance of 500.50 feet to the place of beginning.

Also all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City bounded and described as follows: Beginning at the intersection of the westerly line of Greenway Avenue and the westerly prolongation of the southerly line of a parcel of land conveyed by the Onondaga County Savings Bank to Archbold-Brady Company by deed dated January 27th, 1905 and recorded in the office of the Clerk of the County of Onondaga on January 28th, 1905, in Book of Deeds No. 363 at Page 164; thence South $3^{\circ} 19' 30''$ East along the southerly prolongation of said westerly line of Greenway Avenue a distance of about 432.9 feet to the northerly line of lands of the New York Central Railroad Company; thence North $66^{\circ} 28'$ East along

SEP 29 1902 229

said northerly line a distance of 40.49 feet to a point which is 38 feet easterly from the said prolongation of the westerly line of Greenway Avenue, measured at right angles thereto; thence North $3^{\circ} 19' 30''$ west along a line parallel with and 38 feet easterly of said southerly prolongation a distance of 418 feet to the said westerly prolongation of the southerly line of said Archbold-Brady said last described line

38 x 418

being approximately along the westerly edge of the concrete footings of a wire fence enclosing part of the property of Globe Forge & Foundries, Inc.; thence westerly along said westerly projection of said Archbold-Brady's southerly line a distance of 39.87 feet to the place of beginning.

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Farm Lot #223 and being more particularly described as follows: Beginning at the southeast corner of property now owned by International Harvester Corporation; thence S. $66^{\circ} 31'$ W. along the south line of said International Harvester Corp. property a distance of 71.20 feet to a point; thence N. $18^{\circ} 31'$ E. a distance of 90 feet to a point; thence N. $07^{\circ} 31'$ E. a distance of 82 feet to a point; thence N. $03^{\circ} 19' 30''$ W. parallel to Greenway Ave., a distance of 141.58 feet to a point in the northerly line of said International Harvester Corporation property; thence N. $66^{\circ} 31'$ E. along said northerly line, a distance of 34.60 feet to the northeast corner of said property; thence S. $3^{\circ} 19' 30''$ E. along the easterly line of said International Harvester Corp. property, a distance of 154.05 feet to an angle point in same; thence S. $85^{\circ} 40' 30''$ W. along said property line a distance of 14.73 feet to an angle point in said property line; thence S. $3^{\circ} 19' 30''$ E. along said easterly property line, a distance of 140.96 feet to the place of beginning.

NO. 230244 230

Also, conveying, granting and assigning to the grantee herein the permanent and perpetual right and easement as the same is set forth in an easement from The New York Central Railroad Company to Nora Alcon, et al, dated November 9, 1966, and recorded in the Onondaga County Clerk's Office November 14, 1966, in Book 2325 of Deeds at page 4146c.

EXCEPTING AND Reserving therefrom, All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot #223 and being more particularly described as follows:

BEGINNING at the intersection of the northerly line of property of International Harvester Corp. with the easterly line of Teall Avenue, said point of Beginning also being the southwest corner of property of the Acrofin Corp. and the south point of Parcel #389 of the State of New York;

thence North 0° 21' 40" East along the easterly line of said State Parcel #389 a distance of 140 feet to an angle point in same;

thence North 3° 19' 30" West continuing along said easterly line of Parcel #389 and the easterly line of New York State Parcel #390 a distance of 210 feet to an angle point;

thence North 26° 10' 20" East along the line of Parcel #390 a distance of 34 feet to an angle point;

thence North 66° 30' 00" East along the southerly line of Parcel #390, a distance of 326 feet to a point;

thence South 3° 23' East a distance of 187 feet to a point;

thence South 42° 11' East a distance of 178.64 feet to a point in said northerly line of the International Harvester Corp. Property said point being South 66° 31' West a distance of 34.60 feet from the northeast corner of said International Harvester Corp. property;

thence South 66° 31' West along said northerly property line a distance of 473.51 feet to the point of beginning.

Also excepting from the above described the premises appropriated by the People of the State of New York by an appropriation, dated June 17, 1966, and recorded in the Onondaga County Clerk's Office June 17, 1966, in Book 2304 of Deeds at Page 394c.

Together with and subject to easements, rights and restrictions of record.

Together with all the grantor's right, title, and interest in and to Greenway Avenue, Lynch Street, roadways, highways, beds of creeks, railroad rights of ways and easements, located within or adjoining said above described premises. Together with any and all strips, gores, or parcels of land within and/or adjacent to said above described premises.

(See Corrected Deed Book 2916 pg 257c)

ONONDAGA COUNTY CLERK'S OFFICE
Deed, Recorded on the
21 day of October 1966 at
2:17 PM in Book 2902 Page 225c
and examined.

James H. [Signature]
COUNTY CLERK

19.0

No
stamps

14668

✓
2514
759

NY

This Indenture, Made the *first* day of *October*,
Nineteen Hundred and Seventy-seven
Between DWIGHT W. WINKELMAN, of West Lake Road, Skaneateles,
New York,

party of the first part, and
DWIGHT ENTERPRISES, INC., a domestic corporation, with
offices at Dwight Park Drive, P. O. Box 1366, Syracuse, New
York,

Witnesseth that the party of the first part, in consideration of
One and no/100-----Dollar (\$1.00-----)
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, does hereby grant and release unto the
party of the second part, its successors and assigns forever, all
See Schedule "A" attached.

RECEIVED
\$ *EX*
REAL ESTATE
DEC 21 1977
TRANSFER TAX
ONONDAGA
COUNTY *TU*

14668 5-10-77 PM DEC 21 1977 2 7

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
To have and in hold the premises herein granted unto the party of the second part, its successors of the and assigns forever.

And said party of the first part

covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That said party of the first part

will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

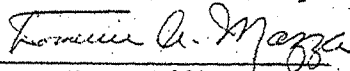
In Presence of


Dwight W. Winkelman

State of New York }
County of Onondaga } ss. On this First day of October
Nineteen Hundred and Seventy-seven
before me, the subscriber, personally appeared

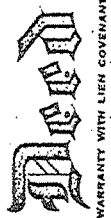
DWIGHT W. WINKELMAN

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.



Notary Public

DOMINIC A. MAZZA
Notary Public in the State of New York
Qualified in Onond. Co. No. 34-7781900
My Commission Expires March 25, 1978



WARRANT WITH LIEN COVENANT

DWIGHT W. WINKELMAN

TO

DWIGHT ENTERPRISES, INC.

Dated, Oct 1, 1977.


MELVIN AND MELVIN
ATTORNEYS AND COUNSELORS AT LAW
700 MERCHANTS BANK BUILDING
SYRACUSE, NEW YORK 13202

All that certain piece or parcel

of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Syracuse, County of Onondaga and State of New York, and being part of Farm Lot No. 223 and bounded and described as follows: Beginning at a point in the southerly line of lands of the West Shore R.R. Co. 39.20 feet westerly from the intersection of said line with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 119.27 feet, thence southerly parallel with Greenway Ave. 552.60 feet; thence westerly at right angles to Greenway Ave. 14.73 feet; thence southerly parallel with Greenway Ave. 141.65 feet to the northerly line of lands of the N.Y.C.R.R. Co.; thence easterly along the northerly line of lands of said R. R. Co. 176.52 feet to the westerly line of Greenway Ave.; thence northerly along the westerly line of Greenway Ave. 512.45 feet to a point 168.30 feet southerly from the southerly line of lands of the West Shore R.R. Co.; thence westerly at right angles to Greenway Ave. 37.58 feet; thence northerly 156.44 feet to the place of beginning.

Also, all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being

part of Farm Lot No. 223 bounded and described as follows:

Beginning at the point of intersection of the southerly line of lands of the West Shore R.R. Co. with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 39.2 ft.; thence southerly parallel with Greenway Avenue 156.44 ft.; thence easterly at right angles to Greenway Avenue 37.58 ft. to the westerly line of Greenway Avenue; thence northerly along the westerly line of Greenway Avenue 168.30 ft. to the place of beginning, together with all buildings and improvements thereon and together with all heating, lighting and plumbing fixtures and all fixtures and equipment now part of the buildings upon said premises.

N.E.

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City, bounded and described as follows: Beginning at the intersection of the southerly line of lands of the old West Shore Railroad right-of-way and the easterly line of Teall Avenue; running thence South $30^{\circ} 19' 30''$ East along the said easterly line of Teall Avenue a distance of 423.02 feet to the northwesterly corner of lands conveyed by Globe Forge & Foundries Inc. to the International Harvester Company of America (Inc.) by deed dated April 16th, 1934, and recorded in the Office of the Clerk of the County of Onondaga on April 19th, 1934 at 2:34 P.M., thence North $66^{\circ} 31'$ East along said northerly line of said International Harvester Company (Inc.) a distance of 508.11 feet to the westerly line of a parcel of land conveyed by Globe Forge & Foundries, Inc. to Abe C. Jacobs et al by deed dated Sept. 1, 1933 and recorded in the Office of the Clerk of the County of Onondaga on January 8, 1934 in Book of Deeds No. 730 at page 467 etc.; thence north $30^{\circ} 19' 30''$ West along said westerly boundary of

said Jacobs a distance of about 399.51 feet to the said southerly line of the West Shore Railroad; thence westerly along said southerly line a distance of 500.50 feet to the place of beginning.

N.E.

Also all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City bounded and described as follows: Beginning at the intersection of the westerly line of Greenway Avenue and the westerly prolongation of the southerly line of a parcel of land conveyed by the Onondaga County Savings Bank to Archbold-Brady Company by deed dated January 27th, 1905 and recorded in the office of the Clerk of the County of Onondaga on January 28th, 1905, in Book of Deeds No. 363 at Page 164; thence South $30^{\circ} 19' 30''$ East along the southerly prolongation of said westerly line of Greenway Avenue a distance of about 419.9 feet to the northerly line of lands of the New York Central Railroad Company; thence North $66^{\circ} 28'$ East along

said northerly line a distance of 40.49 feet to a point which is 38 feet easterly from the said prolongation of the westerly line of Greenway Avenue, measured at right angles thereto; thence North $3^{\circ} 19' 30''$ west along a line parallel with and 38 feet easterly of said southerly prolongation a distance of 418 feet to the said westerly prolongation of the southerly line of said Archbold-Brady said last described line

being approximately along the westerly edge of the concrete footings of a wire fence enclosing part of the property of Globe Forge & Foundries, Inc.; thence westerly along said westerly projection of said Archbold-Brady's southerly line a distance of 39.87 feet to the place of beginning.

Also: All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being a part of Farm Lot #223 and being more particularly described as follows: Beginning at the southeast corner of property now owned by International Harvester Corporation; thence S. $66^{\circ} 31'$ W. along the south line of said International Harvester Corp. property a distance of 71.20 feet to a point; thence N. $18^{\circ} 31'$ E. a distance of 90 feet to a point; thence N. $07^{\circ} 31'$ E. a distance of 82 feet to a point; thence N. $03^{\circ} 19' 30''$ W. parallel to Greenway Ave., a distance of 141.58 feet to a point in the northerly line of said International Harvester Corporation property; thence N. $66^{\circ} 31'$ E. along said northerly line, a distance of 34.60 feet to the northeast corner of said property; thence S. $3^{\circ} 19' 30''$ E. along the easterly line of said International Harvester Corp. property, a distance of 154.05 feet to an angle point in same; thence S. $85^{\circ} 40' 30''$ W. along said property line a distance of 14.73 feet to an angle point in said property line; thence S. $3^{\circ} 19' 30''$ E. along said easterly property line, a distance of 140.96 feet to the place of beginning.

Also, conveying, granting and assigning to the grantee herein the permanent and perpetual right and easement as the same is set forth in an easement from The New York Central Railroad Company to Dora Alcon, et al, dated November 9, 1966, and recorded in the Onondaga County Clerk's Office November 14, 1966, in Book 2325 of Deeds at page 414&c.

EXCEPTING AND Reserving therefrom, All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot #223 and being more particularly described as follows:

BEGINNING at the intersection of the northerly line of property of International Harvester Corp. with the easterly line of Teall Avenue, said point of Beginning also being the southwest corner of property of the Aerofin Corp. and the south point of Parcel #389 of the State of New York;

thence North 0° 21' 40" East along the easterly line of said State Parcel #389 a distance of 140 feet to an angle point in same;

thence North 3° 19' 30" West continuing along said easterly line of Parcel #389 and the easterly line of New York State Parcel #390 a distance of 210 feet to an angle point;

thence North 26° 10' 20" East along the line of Parcel #390 a distance of 34 feet to an angle point;

thence North 66° 39' 00" East along the southerly line of Parcel #390, a distance of 326 feet to a point;

thence South 3° 23' East a distance of 187 feet to a point;

thence South 42° 11' East a distance of 178.64 feet to a point in said northerly line of the International Harvester Corp. Property said point being South 66° 31' West a distance of 34.60 feet from the northeast corner of said International Harvester Corp. property;

thence South 66° 31' West along said northerly property line a distance of 473.51 feet to the point of beginning.

Also excepting from the above described the premises appropriated by the People of the State of New York by an appropriation, dated June 17, 1966, and recorded in the Onondaga County Clerk's Office June 17, 1966, in Book 2304 of Deeds at Page 39&c.

Together with and subject to easements, rights and restrictions of record.

Together with all the grantors' right, title, and interest in and to Greenway Avenue, Lynch Street, roadways, highways, beds of creeks, railroad rights of ways and easements, located within or adjoining said above described premises. Together with any and all strips, gores, or parcels of land within and/or adjacent to said above described premises.

ONONDAGA COUNTY CLERK'S OFFICE
Deed, Recorded on the
21 day of December, 1977 at
2:37 PM in Book 2625 Page 174
and examined.

James H. Johnson
COUNTY CLERK

195
JH

THIS INDENTURE, made the 2nd day of October

, nineteen hundred and

Before me

BETWEEN JEAN M. PARSCH, DORA ALCON, ESTHER KOPLOVITZ AND
SADYE KOPLOVITZ, all of 465 Allen Street, New York

in 327 Latimer

parties of the first part, and

Green, Inc.

DWIGHT W. WINKELMAN of West Lake Road,
Skaneateles, New York

he knows the

part y of the second part

it it was so affixed

that he signed

WITNESSETH, that the parties of the first part, in consideration of One dollar and a
valuable consideration

of money of the United States,

public

by the part y of the second part do hereby grant and release unto the part y of the second part,

his heirs

and assigns, forever

PIES
of New York
No. 34-3102125
March 30, 1935

ALL See Schedule "A" attached

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public

W. PIES
State of New York
No. 34-3102125
March 30, 1935

REAL ESTATE STATE OF NEW YORK
TRANSFER TAX
Taxation, 001-5113
& Finance

ONONDAGA COUNTY CLERK'S OFFICE
Deed recorded on the
day of 1935

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to

TO HAVE AND TO HOLD the premises herein granted unto the part y of the second part, and assigns forever.

And the said part y of the first part covenant as follows:

FIRST.—That the part y of the first part do hereby covenant and warrant that the said premises are free from all taxes, liens, and encumbrances, and shall remain so.

SECOND.—That the part y of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FORTH.—That the parties of the first part will execute or procure any further necessary assurances to said premises:

FIFTH.—That the parties of the first part will forever warrant the title to said premises;

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

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of:

Jean M. Pabsch
Dora Alcon
Esther Koplovitz
Sadye Koplovitz

STATE OF NEW YORK

COUNTY OF ONONDAGA ss:

On the 3rd day of October, nineteen hundred and Seventy-four, before me came JEAN M. PABSCH, DORA ALCON, ESTHER KOPOLOVITZ & SADYE KOPOLOVITZ

to me known and known to me to be the individual s described in, and who executed, the foregoing instrument, and they acknowledged to me that they executed the same.

Mayer Koplovitz

MAYER KOPOLOVITZ
 Notary Public in the State of New York
 Qualified in Onondaga Co. No. 34-733590
 My Commission Expires March 30, 1974

JEAN M. PABSCH, DORA ALCON,
 ESTHER KOPOLOVITZ & SADYE KOPOLOVITZ

TO

DWIGHT W. WINKELMAN

DEED

WARRANTY — FULL COVENANTS

Dated, October 2, 1974

The land affected by the within instrument lies in

RECORD AND RETURN TO

Meivin and Melvin
 708 Merchants Bank Bldg.
 Syracuse, New York
 Return to DM

Reserve this space for use of Recording Office.

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SADYE KOPPEL

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1-7335900
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Syracuse, New York

Return to DMM

RECORD AND RETURN TO: W. 351
MORRIS ABSTRACT & TITLE CO. INC.
100 N. GUYTON STREET
SYRACUSE, NEW YORK

All that certain piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the city of Syracuse, County of Onondaga and State of New York, and being part of Farm Lot No. 223 and bounded and described as follows: Beginning at a point in the southerly line of lands of the West Shore R.R. Co. 39.20 feet westerly from the intersection of said line with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 119.27 feet, thence southerly parallel with Greenway Ave. 552.60 feet; thence westerly at right angles to Greenway Ave. 14.73 feet; thence southerly parallel with Greenway Ave. 141.65 feet to the northerly line of lands of the N.Y.C.R.R. Co.; thence easterly along the northerly line of lands of said R. R. Co. 176.52 feet to the westerly line of Greenway Ave.; thence northerly along the westerly line of Greenway Ave. 512.45 feet to a point 168.30 feet southerly from the southerly line of lands of the West Shore R.R. Co.; thence westerly at right angles to Greenway Ave. 37.58 feet; thence northerly 156.44 feet to the place of beginning.

Also, all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot No. 223 bounded and described as follows: Beginning at the point of intersection of the southerly line of lands of the West Shore R.R. Co. with the west line of Greenway Avenue; thence westerly along the southerly line of said Railroad lands 39.2 ft.; thence southerly parallel with Greenway Avenue 156.44 ft.; thence easterly at right angles to Greenway Avenue 37.58 ft. to the westerly line of Greenway Avenue; thence northerly along the westerly line of Greenway Avenue 168.30 ft. to the place of beginning, together with all buildings and improvements thereon and together with all heating, lighting and plumbing fixtures and all fixtures and equipment now part of the buildings upon said premises.

Also, All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City, bounded and described as follows: Beginning at the intersection of the southerly line of lands of the old West Shore Railroad right-of-way and the easterly line of Teall Avenue; running thence South $3^{\circ} 19' 30''$ East along the said easterly line of Teall Avenue a distance of 423.02 feet to the northwesterly corner of lands conveyed by Globe Forge & Foundries Inc. to the International Harvester Company of America (Inc.) by deed dated April 16th, 1934, and recorded in the Office of the Clerk of the County of Onondaga on April 19th, 1934 at 2:34 P.M., thence North $66^{\circ} 31'$ East along said northerly line of said International Harvester Company (Inc.) a distance of 508.11 feet to the westerly line of a parcel of land conveyed by Globe Forge & Foundries, Inc. to Abe G. Jacobs et al by deed dated Sept. 1, 1933 and recorded in the Office of the Clerk of the County of Onondaga on January 8, 1934 in Book of Deeds No. 730 at page 467 and thence north $3^{\circ} 19' 30''$ West along said westerly boundary of said Jacobs a distance of about 399.51 feet to the said southerly line of the West Shore Railroad; thence west along said southerly line a distance of 500.50 feet to the place of beginning.

Also all that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished as part of Farm Lot No. 223 of said City, bounded and described as follows: Beginning at the intersection of the westerly line of Greenway Avenue and the westerly prolongation of the southerly line of a parcel of land conveyed by the Onondaga County Savings Bank to Archbold-Brady Company by deed dated January 27th, 1905 recorded in the office of the Clerk of the County of Onondaga on January 28th, 1905, in Book of Deeds No. 363 at Page 140.9 thence South $3^{\circ} 19' 30''$ East along the southerly prolongation of said westerly line of Greenway Avenue a distance of 419.9 feet to the northerly line of lands of the New York Central Railroad Company; thence North $66^{\circ} 28'$ East along

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situate in the
 State of New York, said northerly line a distance of 40.49 feet to a point
 of No. 223 of which is 38 feet easterly from the said prolongation of the
 beginning at the westerly line of Greenway Avenue, measured at right angles
 of the old thereto; thence North $3^{\circ} 19' 30''$ west along a line parallel
 y line of with and 38 feet easterly of said southerly prolongation a
 0" East along distance of 418 feet to the said westerly prolongation of the
 stance of 429 southerly line of said Archbold-Brady said last described line
 conveyed by Globe being approximately along the westerly edge of the concrete
 Harvester Co. footings of a wire fence enclosing part of the property of
 1934, and Globe Forge & Foundries, Inc.; thence westerly along said
 county of Onondaga westerly projection of said Archbold-Brady's southerly line a
 th $66^{\circ} 31'$ East distance of 39.87 feet to the place of beginning.

Also, All that tract or parcel of land situate in the
 City of Syracuse, County of Onondaga and State of New York,
 1933 and being a part of Farm Lot #223 and being more particularly
 described as follows: Beginning at the southeast corner of
 property now owned by International Harvester Corporation;
 thence S. $66^{\circ} 31'$ W. along the south line of said International
 Harvester Corp. property a distance of 71.20 feet to a point;
 thence N. $18^{\circ} 31'$ E. a distance of 90 feet to a point; thence
 N. $07^{\circ} 31'$ E. a distance of 82 feet to a point; thence N. 03°
 $19' 30''$ W. parallel to Greenway Ave., a distance of 141.58
 feet to a point in the northerly line of said International
 Harvester Corporation property; thence N. $66^{\circ} 31'$ E. along
 said northerly line, a distance of 34.60 feet to the northeast
 corner of said property; thence S. $3^{\circ} 19' 30''$ E. along the
 easterly line of said International Harvester Corp. property,
 a distance of 154.05 feet to an angle point in same; thence
 S. $86^{\circ} 40' 30''$ W. along said property line a distance of
 14.73 feet to an angle point in said property line; thence
 S. $3^{\circ} 19' 30''$ E. along said easterly property line, a distance
 of 140.96 feet to the place of beginning.

Also, conveying, granting and assigning to the grantee herein the permanent and perpetual right and easement as the same is set forth in an easement from The New York Central Railroad Company to Dora Alcon, et al, dated November 9, 1966, and recorded in the Onondaga County Clerk's Office November 14, 1966, in Book 2325 of Deeds at page 114.

EXCEPTING AND Reserving therefrom, All that tract or parcel of land, situate in the City of Syracuse, County of Onondaga and State of New York, being part of Farm Lot #223 and being more particularly described as follows:

BEGINNING at the intersection of the northerly line of property of International Harvester Corp. with the easterly line of Teall Avenue, said point of beginning also being the southwest corner of property of the Acrofin Corp. and the south point of Parcel #389 of the State of New York;

thence North 0° 21' 40" East along the easterly line of said State Parcel #389 a distance of 140 feet to an angle point in same;

thence North 3° 19' 30" West continuing along said easterly line of Parcel #389 and the easterly line of New York State Parcel #390 a distance of 210 feet to an angle point;

thence North 26° 10' 20" East along the line of Parcel #390 a distance of 34 feet to an angle point;

thence North 66° 39' 00" East along the southerly line of Parcel #390, a distance of 326 feet to a point;

thence South 3° 23' East a distance of 187 feet to a point;

thence South 42° 11' East a distance of 178.64 feet to a point in said northerly line of the International Harvester Corp. Property said point being South 66° 31' West a distance of 34.60 feet from the northeast corner of said International Harvester Corp. property;

thence South 66° 31' West along said northerly property line a distance of 473.51 feet to the point of beginning.

Also excepting from the above described the premises appropriated by the People of the State of New York by an appropriation, dated June 17, 1966, and recorded in the Onondaga County Clerk's Office June 17, 1966, in Book 2304 of Deeds at Page 39c.

Together with and subject to easements, rights and restrictions of record.

Together with all the grantors' right, title, and interest in and to Greenway Avenue, Lynch Street, roadways, highways, beds of creeks, railroad rights of ways and easements, located within or adjoining said above described premises. Together with any and all strips, gores, or parcels of land within and/or adjacent to said above described premises.

ONONDAGA COUNTY CLERK'S OFFICE
Deed, Recorded on the
5 day of Oct 1966
3:04 PM in Book 2514 Page 762
and examined.
Calvin D. Hamilton, Clerk

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ONONDAGA COUNTY CLERK
JUDGMENT / LIEN INQUIRY
**** Printed by Public User ****
Oct 8, 2012 11:46:54 AM

Docket Number :NA

Index 2003-8053

Trans: 0

Judgment Against:

Ind. Date

GSi OF VIRGINIA INC

PETER WINKELMAN COMPANY INC

Judgment For:

DWIGHT W WINKELMAN FOUNDATION INC

Judgment Against:

GSi OF VIRGINIA INC &

258 N WITCHDUCK ROAD SUITE C

VIRGINIA BEACH VIRGINIA

Judgment For:

DWIGHT W WINKELMAN FOUNDATION INC

PO BOX 708

SKANEATELES NY

Perfected: ONONDAGA

Tax or
Court: SUPREME

Discharge:

Perfected:

Time:

Filed: 8/5/04

Time: 15:46

Damages: \$ 0.00

Cost: \$0.00

Judg. Amt: \$ 173,269.99

Atty: BOND SCHOENECK & KING ONE LINCOLN CENTER SYRACUSE NY 13202

Remark:

Remarks

TR FILD 2/23/05 CAYUGA CO;P/SAT FILD TO THE EXTENT OF
\$4257.10 FILD 11/16/07

HAZARDOUS WASTE
DISPOSAL SITES



044

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF HAZARDOUS WASTE REMEDIATION
INACTIVE HAZARDOUS WASTE DISPOSAL REPORT

CLASSIFICATION CODE: 2

REGION: 7

SITE CODE: 734047

EPA ID: NYD986866382

Air-

NAME OF SITE : Peter Winkelman Company, Inc.

STREET ADDRESS: Teall Avenue

CITY:

COUNTY:

ZIP:

Syracuse

Onondaga

13217

WASTE TYPE: Open Dump- X Structure- Lagoon- Landfill- Treatment Pond-
ESTIMATED SIZE: .05 Acres

OWNER/OPERATOR INFORMATION:

leted-

PRESENT OWNER NAME....: Peter Winkelman Co., Inc.

PRESENT OWNER ADDRESS.: P.O. Box 6549, Syracuse, NY

OWNER(S) DURING USE....: Peter Winkelman Company, Inc.

OPERATOR DURING USE....: Peter Winkelman Co., Inc.

OPERATOR ADDRESS.....: P.O. Box 6549, Syracuse, NY

PERIOD ASSOCIATED WITH HAZARDOUS WASTE: From March 1986 To

DESCRIPTION:

Latitude: 43 03'05"N

Longitude: 76 07'21"W

Site topography:

Industrial/commercial area with some residences nearby. Site is about 300 feet from I-690

Nearest water body:

Meadow Brook; about 3000 feet southeast

Three transformers located adjacent to a large warehouse on the Winkelman property leaked PCB oil in 1986. Test results of soil samples revealed PCBs at levels above 50 ppm. One sample revealed a PCB level at 199 ppm. At the time the PCB oil leak was first discovered, it was estimated that approximately 10 gallons had spilled on the ground, however the transformers continued to leak after the initial discovery. The transformers were cleaned and serviced following the spill, but no remedial work was done on the contaminated soil.

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HAZARDOUS WASTE DISPOSED: Confirmed-X
TYPE

Suspected-
QUANTITY (units)

PCB Oil

unknown

ANALYTICAL DATA AVAILABLE:

Air- Surface Water- Groundwater- Soil-X Sediment-

CONTRAVENTION OF STANDARDS:

Groundwater- Drinking Water- Surface Water- Air-

LEGAL ACTION:

TYPE... State- Federal-
STATUS: Negotiation in Progress- Order Signed-

REMEDIAL ACTION:

Proposed- Under design- In Progress- Completed-
NATURE OF ACTION:

GEOTECHNICAL INFORMATION:

SOIL TYPE: Filled land

GROUNDWATER DEPTH: Less than 10 feet

ASSESSMENT OF ENVIRONMENTAL PROBLEMS:

Soil contamination is evident and contamination of groundwater is possible. Contaminants may be transported off site via surface runoff.

ASSESSMENT OF HEALTH PROBLEMS:

All residents and businesses in the area use public water. Access to PCB contaminated soil in the transformer area is restricted by a fence.

CLASSIFICATION

NAME OF SITE
STREET ADDRESS
TOWN/CITY:
Syracuse

SITE TYPE: O1
ESTIMATED SI:

SITE OWNER/O:
CURRENT OWNER
CURRENT OWNER
OWNER(S) DUR
OPERATOR DUR
OPERATOR ADD
PERIOD ASSOC

SITE DESCRIPTION

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INACTIVE
HAZARDOUS WASTE DISPOSAL
SITES

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF HAZARDOUS WASTE REMEDIATION
INACTIVE HAZARDOUS WASTE DISPOSAL REPORT

CLASSIFICATION CODE: 2

REGION: 7

SITE CODE: 734047
EPA ID: NYD986860382

NAME OF SITE : Peter Winkelman Company, Inc.
STREET ADDRESS: Teall Avenue
TOWN/CITY:
Syracuse

COUNTY:
Onondaga

ZIP:
13217

SITE TYPE: Open Dump-X Structure- Lagoon- Landfill- Treatment Pond-
ESTIMATED SIZE: .06 Acres

SITE OWNER/OPERATOR INFORMATION:

CURRENT OWNER NAME....: Peter Winkelman Co., Inc.
CURRENT OWNER ADDRESS.: P.O. Box 6549, Syracuse, NY
OWNER(S) DURING USE....: Peter Winkelman Company, Inc.
OPERATOR DURING USE....: Peter Winkelman Co., Inc.
OPERATOR ADDRESS.....: P.O. Box 6549, Syracuse, NY
PERIOD ASSOCIATED WITH HAZARDOUS WASTE: From 1984 To

SITE DESCRIPTION:

Three transformers located on the Winkelman property had leaked transformer oil. Test results for soil samples taken, show PCB's above 50 parts per million (ppm). Other test results show PCB levels as high as 199 ppm. Since contamination is present at the ground surface, the potential for transport of these contaminants off site is high.

HAZARDOUS WASTE DISPOSED: Confirmed-X
TYPE

PCB Oil

Suspected-
QUANTITY (units)

unknown

ANALYTICAL DATA AVAILABLE:

Air- Surface Water- Groundwater- Soil-X Sediment-

SITE CODE: 734047

CONTRAVENTION OF STANDARDS:

Groundwater- Drinking Water-

LEGAL ACTION:

Surface Water-

Air-

TYPE...

STATUS:

Negotiation in Progress- State-

Federal-
Order Signed-

REMEDIAL ACTION:

Proposed-

Under design-

In Progress-

Completed-

NATURE OF ACTION:

GEOTECHNICAL INFORMATION:

SOIL TYPE:

GROUNDWATER DEPTH:

ASSESSMENT OF ENVIRONMENTAL PROBLEMS:

Soil contamination is evident and contamination of groundwater is possible. Contaminants may be transported off site via surface water routes.

ASSESSMENT OF HEALTH PROBLEMS:

All residents and businesses in the area use public water. The transformer area is fenced, however, surface runoff may have contaminated soils in immediate area, where it is possible to come into direct contact with them.



NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Peter Winkelman Company, Inc.

Site Code: 734047

Program: State Superfund Program

Classification: 04

EPA ID Number:

Location

DEC Region: 7

Address: 101 Greenway Avenue

City: Syracuse **Zip:** 13217

County: ONONDAGA

Latitude: 43.051466030

Longitude: -76.122142280

Site Type: DUMP

Estimated Size: 0.050 Acres

Site Owner(s) and Operator(s)

Current Owner Name: GSI of Virginia, Inc.

Current Owner(s) Address: PO Box 6549

Syracuse, NY, 13217

Owner(s) during disposal: PETER WINKELMAN COMPANY, INC.

Current On-Site Operator: Peter Winkelman Company, Inc.

Stated Operator(s) Address: PO Box 6549

Syracuse, NY 13217

Hazardous Waste Disposal Period

From: March 1986 **To:** unknown

Site Description

Location: The Peter Winkelman Company Site is located in an urban Area. The Site's address is 101 Greenway Avenue, Syracuse. The site is bordered by Interstate 690 to the north, the Post Office to the west, and to the east the city of Syracuse's composting

operation. The site is approximately 600 feet north of Erie Boulevard. Site Features: The main site feature is a 55,000 Square foot industrial facility, which is dilapidated and abandoned. There is an unpaved road that encircles the building allowing access to all portions of the building. Current Zoning/Use(s): The site property is abandoned and zoned industrial (I-A) Historical Use(s): The Peter Winkelman Co., was a construction company that owned the site until 1991 when the site was conveyed to GSI of Virginia. While the site was owned by Peter Winkelman Co, various businesses occupied buildings not used by the construction company. Due to a power outage caused by a power surge, one or more of the three transformers on Peter Winkelman's property malfunctioned. Subsequently an unknown quantity of transformer oil leaked from the transformers. Prior to the Peter Winkelman Company owning the property the site housed a heavy industrial manufacture. Operable Units: There is 1 operable unit (OU) for the site, OU-1 and 1 Interim remedial measure (IRM) for the site, OU-1A. OU-1: Remedial measures were started in the spring of 1998 to remove the PCB contamination from the groundwater using a skimmer. A Remedial Investigation was conducted during the summer of 1999 which involved installation of piezometers. Groundwater sampling showed low level, localized PCB contamination. A no-further remedial action Record of Decision (ROD) was signed on March 31, 2000. The site is now in the site management phase. Due to a fire in the Winkelman building that destroyed the treatment system and building a re-evaluation of the site is underway. OU-1A: An Interim Remedial Measure (IRM) was quickly begun to clean the site. The IRM consisted of clearing the entire area of vegetation, removing the transformers and fence, pulling up the large concrete pad and disposing everything at an approved disposal facility. Contaminated soil was excavated to about four feet below grade and removed up to the existing adjacent building. The area was then backfilled in with clean soil and regraded. Contamination of the groundwater by PCBs has been confirmed. Site Geology and Hydrogeology: The site geology consists of a mix of fill material overlying bog deposits of organic rich silt, peat, and marl. Fill material encountered on site is generally 4 to 6 feet thick comprised of silty gravel, fly ash and coal, white paste material, foundry sands, and crushed stone. One to three feet of organic rich silt was encountered immediately beneath the fill, underlain with peat and marl (a mix of freshwater lime mud and shells) at approximately 7 to 8 feet below grade. Groundwater occurs under perched conditions as discontinuous lenses within the more permeable fill material, and under unconfined conditions within the peat and marl unit. Saturated sections of the fill material generally consisted of fly ash and silty gravel, often containing oily material. During development and sampling of the well points, recharge was observed to be slow, largely dependent on the composition of the fill at a specific location. The water table is relatively flat, groundwater moves vertically through the fill material into the peat and marl unit, where it then flows under the effects of regional drainage patterns. Groundwater on the adjacent parcel to the east of the site was found to flow to the southwest.

Site Management: Site Management at the site consists of periodic sampling of monitoring well and piezometers.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
POLYCHLORINATED BIPHENYLS (PCB)	UNKNOWN

Site Environmental Assessment

Nature and Extent of Contamination: Prior to Remediation: The RI identified limited PCB contamination in groundwater and subsurface soil. The highest levels detected in subsurface soil were 11 ppm, at SB-4. Piezometer-1 and piezometer-6 exhibited PCB contamination at 70 ppb and 0.89 ppb respectively. However, groundwater contamination appears to be localized and is not impacting offsite groundwater. The following are the media which were investigated and a summary of the findings of the investigation. The total volume of PCB oil in all the transformers was known to be 1575 gallons, but it was not certain as to how much was actually lost. Soil Historical data indicated that the PCB contamination was due to spills/leaks from transformers and therefore is limited to an area of approximately 0.05 acres, which is listed on the Registry of Inactive Hazardous Waste sites. For this reason eight sampling locations were chosen around the former concrete pad area. The highest level detected was located to the northeast of the former transformer area, SB-4, at 11 parts per million (ppm) compared to the Standards, Criteria, and Guidance (SCG) level of 10 ppm for subsurface soil. The PCB level of 11 ppm at SB-4 is considered to be a localized occurrence and not representative of a second source area, nor a significant exceedence of the SCG. This is based on the lab analysis results from SB-3 and SB-8, the two sample locations closest to SB-4, which were nondetect for PCBs. Also groundwater at SB-4 was found to be unimpacted by PCBs. The three other soil samples that contained PCBs were at levels under 0.3 ppm. The remaining 10 samples were nondetect at a detection level ranging from 0.038 ppm to 0.052 ppm depending upon the sample. The geoprobe investigation showed that soil contamination is highly localized and of relatively low levels. During the IRM the soil that was most highly contaminated with PCBs was removed and an oil skimmer was installed to remove residual oil floating on the groundwater. Groundwater One groundwater sample was collected from each of the eight piezometers to determine the extent of groundwater contamination at the site. Of the eight piezometers sampled only P-1 and P-6 showed signs of contamination. These results represent residual levels of floating PCB oil from the transformers and are not indicative of PCBs in solution. Located approximately eight feet to the south of the former transformer area P-1 exhibited elevated levels (70 ppb) of PCBs. P-2, which is located approximately 10 feet south of P-1, did not exhibit any PCB contamination. P-6 located approximately six feet to the southwest of the former transformer area only exhibited slightly elevated levels (0.89 ppb) of PCBs. **Post Remediation:** In groundwater PCBs remain above the drinking water standard and the ambient water quality standard. The drinking water level for PCB is 0.0005 ug/l and the ambient water quality standard for PCB is 0.09 ug/l. The sampling results from 2006 indicated that PCB arclor -1260 was detected at monitoring well S-1 at 5.7 ug/l and at piezometer P-1 Aroclor-1260 was detected at 1.9 ug/l.

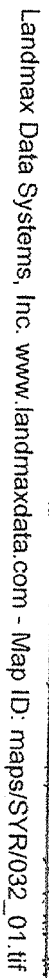
Site Health Assessment

The site is on an inactive commercial property. An Interim Remedial Measure was conducted at the site in 1997. The transformers, a concrete pad, and contaminated soils to a depth of four feet were removed from the site. The area was then backfilled and regraded with clean soil. A groundwater oil skimmer has recovering contaminated oils from site groundwater since 1998. All residents and businesses in the area use public water. The potential for human exposure to site related contaminants of concern has been eliminated.

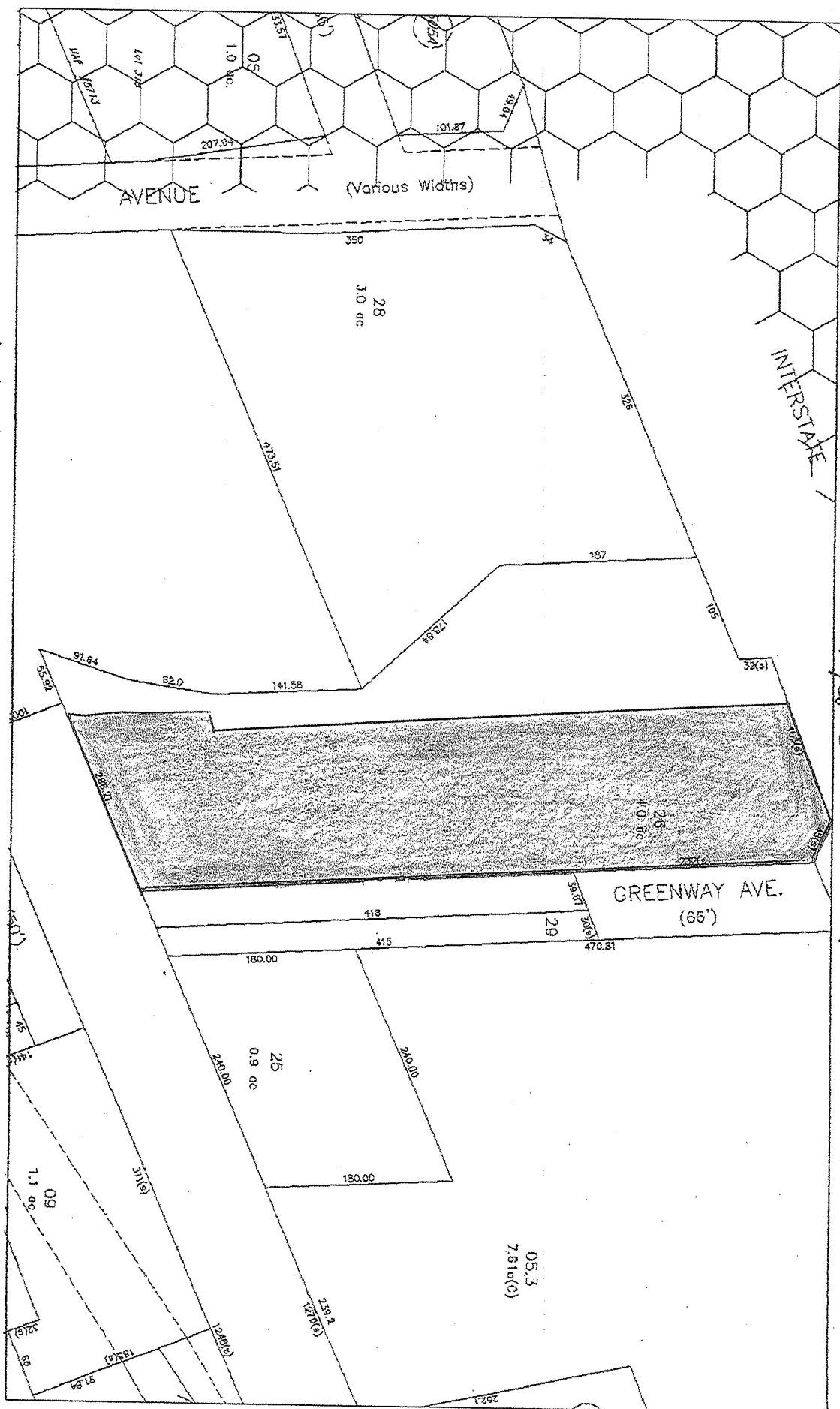
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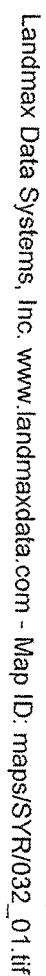
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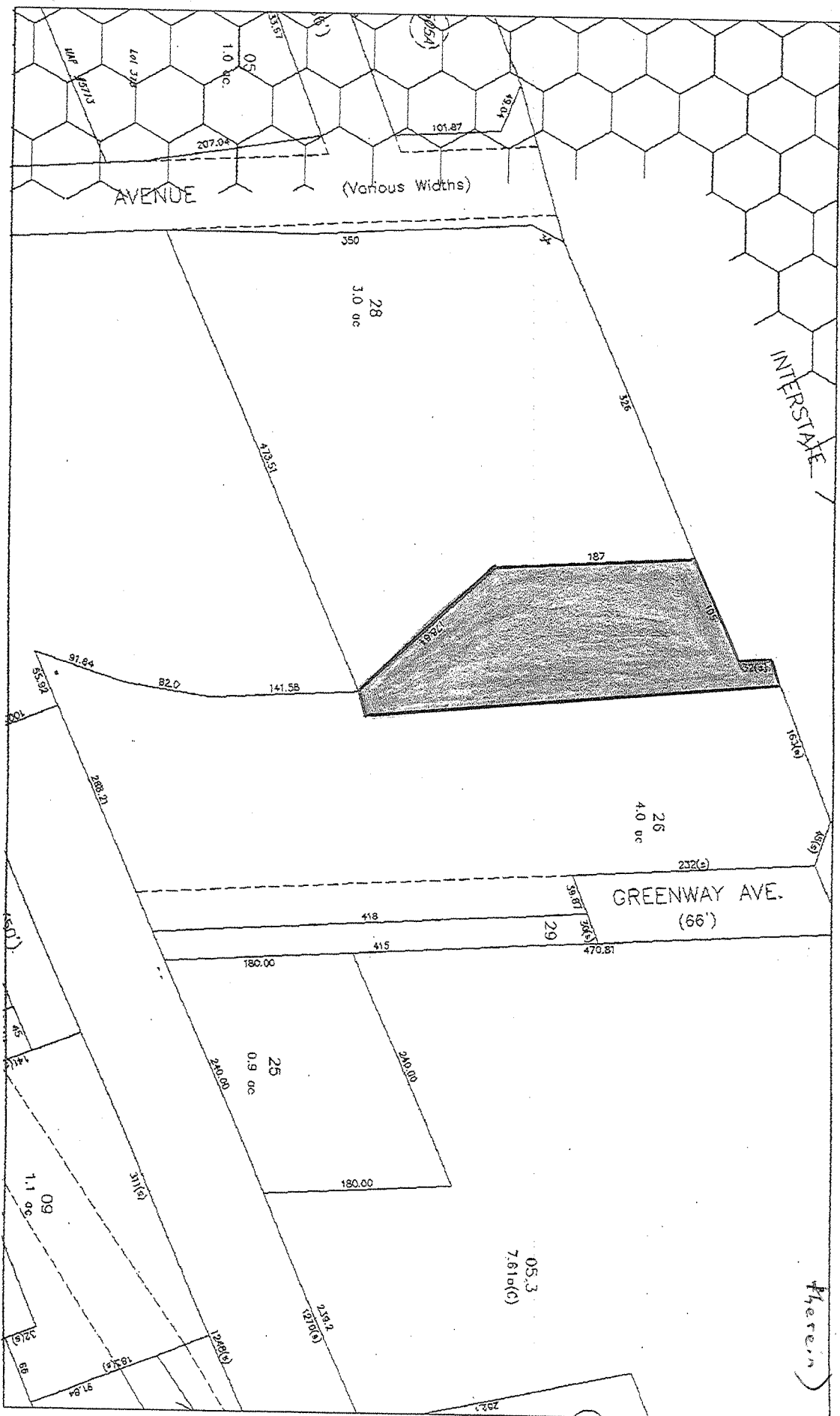


Location of Parcel A (1st parcel on 2946/47)



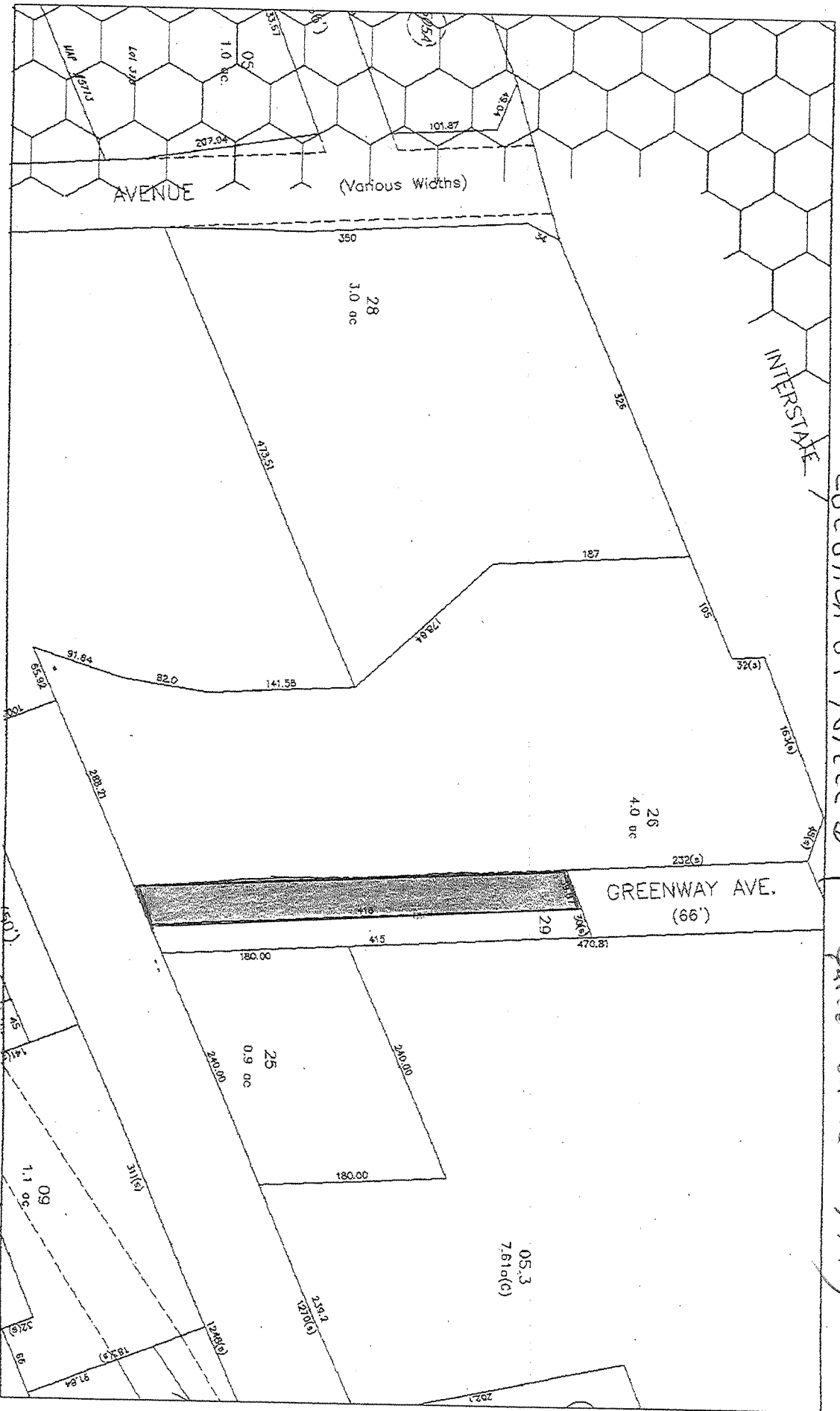
Location of Parcel C

Therein



Location of Parcel D

4th parcel on 2946/47)





NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 10, 2012.

Selected Entity Name: PETER WINKELMAN COMPANY, INC.

Selected Entity Status Information

Current Entity Name: PETER WINKELMAN COMPANY, INC.

DOS ID #: 59822

Initial DOS Filing Date: SEPTEMBER 19, 1946

County: ONONDAGA

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: INACTIVE - Dissolution by Proclamation / Annulment of Authority (Sep 29, 1993)

Information to reinstate a corporation that has been dissolved by proclamation or annulment of authority by proclamation is available on the New York State Department of Taxation and Finance website at www.tax.ny.gov keyword TR-194.1 or by writing to NYS Department of Taxation and Finance, Reinstatement Unit/Bldg-8, Rm #958, W.A. Harriman Campus, Albany, NY 12227 or by telephone at (518) 485-6027

Selected Entity Address Information

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

PETER WINKELMAN COMPANY, INC.
101 GREENWAY AVENUE
SYRACUSE, NEW YORK, 13210

Chairman or Chief Executive Officer

PETER WINKELMAN
2585 WEST LANDING ROAD
VIRGINIA BEACH, VIRGINIA, 23456

Principal Executive Office

PETER WINKELMAN
2585 WEST LANDING ROAD
VIRGINIA BEACH, VIRGINIA, 23456

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

of Shares Type of Stock \$ Value per Share

0 Capital Stock 300000

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 30, 1982	Actual	PETER WINKELMAN COMPANY, INC.
OCT 04, 1963	Actual	DWIGHT ENTERPRISES, INC.
SEP 19, 1946	Actual	DWIGHT RIGGING AND CRANE SERVICE, INC.

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

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

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Property Number : 0635300100**Tax Map ID :** 032.1-01-26.0**Owner :** GSI OF VIRGINIA INC**Address :** 101-13 GREENWAY AVE**Make remittance payable to :**

Commissioner of Finance

Room 122 City Hall

233 E. Washington Street

Syracuse, NY 13202

[View Property Data](#)

Additional tax data is available for this property, click the active checkboxes below to view that information.

For Current Year

☐ View Supplemental County Tax Bill Information
 ☐ View Supplemental City Tax Bill Information
 ☒ View Specials tax Breakdown Information
☐ View Downtown Specials Information
 ☐ View Crouse Marshall Special Assessment Charges Information
 ☒ View Delinquent Tax History Information

Current (2012) County Taxes - January thru December

City of Syracuse

County	Qtr1:jan.	Qtr2:april	Qtr3:july	Qtr4:oct.	Yearly Total
Taxes:	\$1,804.85	\$1,804.85	\$1,804.85	\$1,804.85	\$7,219.40
Interest	\$216.58	\$216.58	\$216.58	\$216.58	\$866.32
You owe	\$2,021.43	\$2,021.43	\$2,021.43	\$2,021.43	\$8,085.72

Yearly County Tax Breakdown	
Tax Type	Amount
County	\$6833.48
Water	\$23.64
Sewer	\$362.28
Total	\$7219.40

County Tax Payment History				
Date	Quarter	Amount	Fees	Total Paid

Current (2012-2013) City/School Taxes - July thru June

City of Syracuse

City/School	Qtr1:july	Qtr2:oct.	Qtr3:jan.	Qtr4:april	Yearly Total
Taxes:	\$4,161.72	\$4,161.72	\$4,161.72	\$4,161.72	\$16,646.88
Interest	\$249.70	\$249.70	\$0.00	\$0.00	\$499.40
You owe	\$4,411.42	\$4,411.42	\$4,161.72	\$4,161.72	\$17,146.28

Yearly City/School Tax Breakdown		City Tax Payment History				
Tax Type	Amount	Date	Quarter	Amount	Fees	Total Paid
City	\$5095.56					
School	\$9677.44					
Oiling	\$0.00					
Specials (Breakdown available below)	\$1873.88					
Total	\$16646.88					

Current (2012-2013) Special Charges Breakdown

Special Charges			
Type	1st qtr chg	2nd,3rd,4th quarter chg	Total charge
Oiling	\$0.00	\$0.00	\$0.00
Special Lighting	\$0.00	\$0.00	\$0.00
Sidewalks	\$0.00	\$0.00	\$0.00
Vaults	\$0.00	\$0.00	\$0.00
Water Frontages	\$0.00	\$0.00	\$0.00
Demolitions	\$0.00	\$0.00	\$0.00
Inspection Fees	\$0.00	\$0.00	\$0.00
Boardups/Cleanups	\$0.00	\$0.00	\$0.00
Lead Pipes	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Sweeping	\$0.00	\$0.00	\$0.00
Water Rent	\$468.47	\$468.47	\$1,873.88
Sewer Rent	\$0.00	\$0.00	\$0.00
Total charges:			\$1,873.88

Delinquent Tax Information

City of Syracuse

Type	Year	Tax Amount	Interest To Date	Total Amount Due
Combined	1984	\$28,251.11	\$93,517.47	\$121768.58
Combined	1985	\$32,569.32	\$103,902.53	\$136471.85
Combined	1986	\$22,432.90	\$68,875.50	\$91308.40
Combined	1988	\$12,333.80	\$34,911.15	\$47244.95
Combined	1989	\$27,024.82	\$73,243.76	\$100268.58
Combined	1990	\$22,975.41	\$59,512.81	\$82488.22
Combined	1991	\$28,785.36	\$71,107.33	\$99892.69
Combined	1992	\$30,919.28	\$72,667.80	\$103587.08
Combined	1993	\$45,062.80	\$100,497.79	\$145560.59
City	1993/1994	\$9,837.51	\$21,355.15	\$31192.66
County	1994	\$24,036.57	\$50,724.91	\$74761.48
City	1994/1995	\$6,108.01	\$12,529.17	\$18637.18
County	1995	\$14,518.88	\$28,901.07	\$43419.95
City	1995/1996	\$6,108.76	\$11,798.41	\$17907.17
County	1996	\$13,125.94	\$24,554.26	\$37680.20
City	1996/1997	\$10,026.99	\$18,157.60	\$28184.59
County	1997	\$11,024.81	\$19,302.91	\$30327.72
City	1997/1998	\$12,560.78	\$21,237.22	\$33798.00
County	1998	\$9,930.75	\$16,196.62	\$26127.37
City	1998/1999	\$11,722.24	\$18,414.42	\$30136.66
County	1999	\$9,832.61	\$14,857.74	\$24690.35
City	1999/2000	\$13,629.64	\$19,773.48	\$33403.12
County	2000	\$9,539.93	\$13,271.00	\$22810.93
City	2000/2001	\$12,757.23	\$16,977.62	\$29734.85
County	2001	\$8,692.27	\$11,049.68	\$19741.95
City	2001/2002	\$13,692.63	\$16,581.58	\$30274.21
County	2002	\$8,472.30	\$9,756.64	\$18228.94
City	2002/2003	\$13,721.97	\$14,970.45	\$28692.42
County	2003	\$8,389.06	\$8,654.23	\$17043.29
City	2003/2004	\$13,747.78	\$13,351.85	\$27099.63
County	2004	\$8,949.73	\$8,160.75	\$17110.48
City	2004/2005	\$15,112.39	\$12,862.03	\$27974.42
County	2005	\$8,846.87	\$7,005.52	\$15852.39
City	2005/2006	\$15,112.89	\$11,055.91	\$26168.80

County	2006	\$8,956.24	\$6,024.18	\$14980.42
City	2006/2007	\$15,741.75	\$9,628.97	\$25370.72
County	2007	\$8,728.03	\$4,826.91	\$13554.94
City	2007/2008	\$15,741.75	\$7,739.96	\$23481.71
County	2008	\$8,441.48	\$3,656.33	\$12097.81
City	2008/2009	\$17,591.81	\$6,537.47	\$24129.28
County	2009	\$8,331.93	\$2,611.39	\$10943.32
City	2009/2010	\$17,813.44	\$4,481.86	\$22295.30
County	2010	\$8,643.07	\$1,670.68	\$10313.75
City	2010/2011	\$18,683.97	\$2,457.42	\$21141.39
County	2011	\$8,088.71	\$566.20	\$8654.91
City	2011/2012	\$18,684.12	\$186.84	\$18870.96
Total:		\$695,299.64	\$150,124.57	\$1845424.21

**STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

In the Matter of the Alleged
Noncompliant Waste Tire Stockpile
Located at 101-13 Greenway Avenue,
Syracuse, New York 13217, and Owned
or Operated by,

ORDER

GSI OF VIRGINIA, INC.,

VISTA Index No.
CO7-20050322-1

Respondent.

Staff of the New York State Department of Environmental Conservation ("Department") commenced this proceeding to enforce provisions of Environmental Conservation Law ("ECL") article 27 and of title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR") part 360 by service of a motion for order without hearing pursuant to 6 NYCRR 622.12. The motion dated August 2, 2006, which serves as the complaint in this matter, was served by certified mail, then by ordinary first class mail, on respondent GSI of Virginia, Inc. (Peter J. Winkelman, as president), in Southern Pines, North Carolina.

Staff charged respondent with operating a solid waste management facility on Greenway Avenue, Syracuse, Onondaga County (the "site"), without a permit in violation of 6 NYCRR 360-1.7(a)(1) and operating a waste tire storage facility at the site without a permit in violation of 6 NYCRR 360-13.1(b). Staff also charged respondent with various violations of 6 NYCRR 360-13.3 ("operational requirements" for waste tire storage facilities).

Respondent had until November 14, 2006 in which to respond to staff's motion. Respondent failed to do so and is now in default. Although respondent is in default, Department staff does not seek a default judgment. Instead, staff seeks a determination on the merits of its unopposed motion for order without hearing.

This matter was assigned to Administrative Law Judge ("ALJ") Mark D. Sanza, who prepared the attached hearing report. I adopt ALJ Sanza's hearing report as my decision in this matter subject to the following comments.

TO: GSI of Virginia, Inc. (By certified and regular mail)
c/o Peter J. Winkelman, President
565 E. Indiana Avenue
Southern Pines, North Carolina 28388

Charles E. Sullivan, Jr., Esq. (By regular mail)
New York State Department of
Environmental Conservation
Division of Environmental Enforcement
625 Broadway, 14th Floor
Albany, New York 12233-5500

e. Storage plan - Charge B.5

Section 360-13.2(i) requires a "storage plan" to "address the receipt and handling of all waste tires and solid waste to, at and from the facility," among other things. This storage plan would have been incorporated into a final O&M manual for the facility (6 NYCRR 360-13.3[a]). The record establishes that respondent failed to obtain an approved storage plan from the Department in connection with its ownership and operation of a waste tire storage facility and, therefore, has been operating without the required storage plan in violation of section 360-13.3(a).

f. Vector control plan - Charge B.6

Section 360-13.2(j) requires a "vector control plan" that "[a]ll waste tires be maintained in a manner which limits mosquito breeding potential and other vectors." This vector control plan would have been incorporated into a final O&M manual for the facility (6 NYCRR 360-13.3[a]). The record establishes that respondent failed to obtain an approved vector control plan from the Department in connection with its ownership and operation of a waste tire storage facility and, therefore, has been operating without the required vector control plan in violation of section 360-13.3(a).

In sum, the evidence submitted by staff on its motion shows that, since at least June 10, 2004 to the present, respondent owned and operated a waste tire storage facility used to store more than 1,000 tires at a time without any of the foregoing plans approved by the Department. Thus, the violations of section 360-13.3(a) alleged in Charges B.1 through B.6 above are established (see Matter of Hornburg, CALJ Hearing Report, April 17, 2006, at 4, adopted by Supplemental Order of the Executive Deputy Commissioner, May 5, 2006, at 2).

3. Operating a Waste Tire Storage Facility
without an Operation and Maintenance Plan

Department staff alleges that respondent violated the provisions of section 360-13.3(a) by operating the facility without an approved operation and maintenance ("O&M") manual (see Charges Alleged ¶ C, above). As noted previously, a final O&M manual approved by the Department is required in order for a waste tire storage facility to operate. The evidence submitted by staff on its motion shows that, since at least June 10, 2004, respondent owned and operated a waste tire storage facility used to store more than 1,000 tires at a time without an O&M manual

approved by the Department. Therefore, respondent is liable for violating the provisions of 6 NYCRR 360-13.3(a) from June 2004 to the date of staff's motion.

4. Operating a Waste Tire Storage Facility
with Potential Ignition Sources

Department staff alleges that respondent violated the provisions of section 360-13.3(c)(6) by operating a waste tire storage facility with potential ignition sources stored in tire storage areas (see Charges Alleged ¶ D, above). Section 360-13.3(c)(6) requires that "potential ignition sources must be eliminated and combustibles must be removed as they accumulate." The evidence reveals that weeds, grass, wood and other combustible materials have been allowed to accumulate in the waste tire piles and storage areas at respondent's property. These conditions have existed from June 10, 2004 to the date of staff's motion. Therefore, the alleged violation of section 360-13.3(c)(6) is established.

5. Failure to File Quarterly Operation Reports

Department staff alleges that respondent violated the provisions of section 360-13.3(e)(2) by failing to file quarterly operation reports for the facility with the Department (see Charges Alleged ¶ E, above). Section 360-13.3(e)(2) requires the owner or operator of a waste tire storage facility to file quarterly operation reports with the Department. The record establishes that since June 10, 2004 to the date of staff's motion, respondent has failed to file any quarterly operation reports for the facility at issue. Therefore, the alleged violation of section 360-13.3(e)(2) is established.

6. Failure to File Annual Reports

Department staff alleges that respondent violated the provisions of section 360-13.3(e)(3) by failing to file annual reports for the facility with the Department (see Charges Alleged ¶ F, above). Section 360-13.3(e)(3) requires the owner or operator of a waste tire storage facility to file annual reports with the Department. The record establishes that since June 10, 2004 to the date of staff's motion, respondent has failed to file any annual operation report for the facility at issue. Therefore, the alleged violation of section 360-13.3(e)(3) is established.

7. Operation of a Noncompliant Waste Tire Stockpile

Department staff seeks a determination that respondent has owned and operated and presently owns and operates a noncompliant waste tire stockpile as that term is defined by ECL 27-1901(6) (see Relief Sought ¶ D, above). ECL 27-1901(6), which became effective in September 2003, defines "noncompliant waste tire stockpile" as:

"a facility, including a waste tire storage facility, parcel of property, or site so designated by the department in accordance with this title, where one thousand or more waste tires or mechanically processed waste tires have been accumulated, stored or buried in a manner that the department . . . has determined violates any judicial administrative order, decree, law, regulation, or permit or stipulation relating to waste tires, waste tire storage facilities or solid waste."

A noncompliant waste tire stockpile is subject to the abatement provisions of ECL 27-1907.

In this proceeding, respondent has owned and operated, and presently owns and operates, the subject waste tire storage facility. As a consequence of the violations of Departmental regulations determined above (see Relief Sought ¶ C, above), the facility constitutes a noncompliant waste tire stockpile as defined by ECL 27-1901(6). Therefore, respondent has owned and operated a noncompliant waste tire stockpile.

Penalty and Other Relief Requested

Department staff seeks an order of the Commissioner directing respondent to immediately stop allowing any waste tires onto the site (see Relief Sought ¶ I, above). ECL 71-2703(1)(a) provides that any person, which includes a corporation (see 6 NYCRR 360-1.2[117]), who violates any provision of, or who fails to perform any duty imposed by, ECL article 27, title 7, or any rule or regulations promulgated pursuant thereto may be enjoined from continuing such violation.

Respondent's ownership and operation of the waste tire storage facility without a permit constitutes a violation of ECL article 27, title 7 and the regulations promulgated pursuant thereto. Moreover, the operation of the facility in violation of

the operational requirements established in 6 NYCRR 360-13.3 also constitutes a violation of the regulations promulgated pursuant to ECL article 27, title 7. Thus, staff is entitled to an order enjoining respondent from any further violations, and I recommend that the Commissioner issue an order accordingly.

Department staff also seeks an order of the Commissioner directing respondent to remove all tires from the site in strict accordance with the plan and schedule detailed in its motion papers (see Relief Sought ¶ II, above), to fully cooperate and refrain from interfering with the State in the event the State must take over abatement of the site (see id. ¶ IV), and to reimburse the Waste Tire Management and Recycling Fund ("Fund") the full amount of any expenditures incurred by the State to investigate, establish liability for, and abate the noncompliant waste tire stockpile (see id. ¶ VI). Based on the findings set forth above, Staff is entitled to the relief sought.

ECL 27-0703(6) provides that the owner or operator of a solid waste management facility engaged in the storage of 1,000 or more tires shall submit to the Department a completed application for a permit to continue to operate such facility, or cease operations and begin removal of the waste tires from the facility. In addition, ECL 27-1907 requires that the "owner or operator of a noncompliant waste tire stockpile shall, at the department's request, submit to and/or cooperate with any and all remedial measures necessary for the abatement of noncompliant waste tire stockpiles with funds from the waste tire management and recycling fund pursuant to" State Finance Law § 92-bb (ECL 27-1907[2]).

The expenses of remedial and fire safety activities at a noncompliant waste tire stockpile shall be paid by the owner or operator of the stockpile, or shall be paid from the Fund and shall be a debt recoverable by the State from the owner or operator (see ECL 27-1907[3]). Any and all monies recovered pursuant to ECL 27-1907 are to be credited to the Fund (see id.; ECL 27-1907[5]).

Accordingly, Department staff is entitled to an order directing respondent to remove the tires from the site and I recommend that the Commissioner grant the relief sought in paragraph II. In the event respondent does not comply with the removal order, respondent would be liable to reimburse the State for the full amount of any and all expenditures made from the Fund by the State at the site, including investigation, prosecution and oversight costs, to the fullest extent allowable under the law (see Matter of Wilder, CALJ Hearing Report, Aug.

17, 2005 at 18-19). Accordingly, staff is entitled to the relief sought in paragraph VI, and I recommend that the Commissioner grant that relief (see Matter of Hornburg, CALJ Hearing Report, April 17, 2006 at 9-10). Whether the removal of the tires is undertaken by respondent or by staff, staff is entitled to the cooperation and non-interference order staff seeks in paragraph IV, and I recommend that the Commissioner grant that relief.

Department staff also seeks an order of the Commissioner directing respondent to post with the Department financial security in the amount of \$7,500 to secure strict and faithful performance of each of respondent's remedial obligations set forth in paragraphs I and II of its motion (see Relief Sought ¶ III, above). Based upon Matter of Radesi, Commissioner's Decision and Order, March 9, 1994, and Matter of Wilder, CALJ Hearing Report, Aug. 17, 2005, it has been concluded that the Commissioner has the inherent authority under the ECL to require the posting of financial security to ensure compliance with remedial obligations imposed in a Commissioner's order (see also Matter of Hornburg, CALJ Hearing Report, April 17, 2006 at 9-10). Accordingly, I recommend that the Commissioner grant the relief staff seeks in paragraph III of its motion.

Finally, Department staff requests that respondent be directed to pay:

"an assessed penalty determined to be the lesser of the maximum civil penalty authorized by law under ECL 71-2703; or the sum of \$10,000 plus the sum of \$2 for each 20 pounds of waste tires that the State of New York shall have to manage under ECL Article 27, Title 19"

(see Relief Sought ¶ V, above). This penalty would be in addition to the remedial costs respondent would be liable for pursuant to ECL 27-1907.

In Matter of Wilder and Matter of Hornburg, the then-Acting Commissioner and then-Executive Deputy Commissioner, respectively, accepted the alternative penalty-assessment formula requested by Department staff (see Matter of Wilder, Supplemental Order, Sept. 27, 2005; and Matter of Hornburg, Supplemental Order, May 5, 2006). As previously determined, "the rationale for the penalty-assessment formula is that it (1) provides for a minimum penalty, irrespective of respondent's compliance with the Commissioner's order, to punish respondent for violations of the State's laws and regulations and to deter future violations, and (2) provides respondent with an incentive to comply with the

remedial obligations imposed in the Commissioner's prior order. In addition, the '\$2 per 20-pounds of tires managed' provision incorporates proportionality into the penalty calculation" (see Matter of Hornburg, CALJ Hearing Report, April 27, 2006, at 8).

Determining the maximum penalty allowable by law requires an analysis of the number of violations for which a penalty is authorized. In this case, staff established that respondent was in violation of at least eleven separate applicable provisions of law or regulations continuing from June 10, 2004 until August 2, 2006. ECL 71-2703 provides that "[a]ny person who violates any of the provisions of, or who fails to perform any duty imposed by [ECL article 27, title 7] or any rule or regulation promulgated pursuant thereto . . . shall be liable for a civil penalty not to exceed" \$7,500 for each violation and an additional penalty of up to \$1,500 for each day during which such violation continues (see ECL 71-2703[1][a]).

Based upon this, I calculate the maximum penalty authorized by ECL 71-2703 to be \$12,985,500.¹⁰ This amount was calculated as follows:

First day of violation (6/10/04)	--	\$	7,500
Penalty for period of 6/11/04 to 8/2/06			
(782 days x \$1,500 per day)	--	\$	1,173,000

Total		\$	1,180,500

Accordingly, the maximum penalty for eleven violations (x \$1,180,500 per each violation) equals \$12,985,500.

In this case, I recommend that the alternative penalty-assessment sought by Department staff be imposed. By staff's estimate, respondent's site contains at least 5,000 waste tires (see Exhibit "B"). Assuming respondent fails to comply with its remedial obligations, the approximate maximum penalty assessed under this method would be \$20,000 (\$10,000 plus another \$10,000, the total of 5,000 tires at \$2 per 20-pounds of tires [one tire being about 20 pounds]). Therefore, the alternative penalty would be significantly less than the maximum amount authorized by ECL 71-2703. Accordingly, I recommend that the Commissioner grant the lesser amount of relief staff seeks in paragraph V of

¹⁰ In its motion papers, Department staff claimed the maximum penalty allowed by law in this matter currently exceeds \$58 million but this figure was not further justified or substantiated in any detail.

its motion.

CONCLUSIONS OF LAW

In sum, my conclusions of law are as follows:

Violations Established

1. The used tires and tire casings on the subject site are "solid waste" as that term is defined under 6 NYCRR 360-1.2(a), because the tires had served their original intended use and were discarded by their previous owners before being stored on the site.
2. The used tires and tire casings on the subject site are also "waste tires" as that term was defined under 6 NYCRR 360-1.2(b)(183), because the tires are solid waste consisting of whole tires or portions of tires.
3. The site constitutes a "solid waste management facility" as that term is defined under 6 NYCRR 360-1.2(b)(158), because it is waste tire storage facility.
4. From at least September 17, 1991, respondent has owned and operated the solid waste management facility at the site.
5. From at least June 10, 2004, respondent violated 6 NYCRR 360-1.7(a)(1) and 360-13.1(b) because it has been and is operating a solid waste management facility engaged in storing 1,000 or more waste tires at a time without first having obtained a valid permit to do so pursuant to 6 NYCRR part 360.
6. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved site plan, as required by 6 NYCRR 360-13.2(b).
7. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved monitoring and inspection plan, as required by 6 NYCRR 360-13.2(e).
8. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved closure plan, as required by 6 NYCRR 360-13.2(f).

9. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved contingency plan, as required by 6 NYCRR 360-13.2(h).

10. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved storage plan, as required by 6 NYCRR 360-13.2(i).

11. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved vector control plan, as required by 6 NYCRR 360-13.2(j).

12. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(a) because it owned and operated a waste tire storage facility without a Department-approved operation and maintenance manual covering the site's activities.

13. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(c)(6) because it owned and operated a waste tire storage facility with potential ignition sources stored in tire storage areas.

14. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(e)(2) because it owned and operated a waste tire storage facility and failed to file quarterly operation reports with the Department.

15. From at least June 10, 2004, respondent violated 6 NYCRR 360-13.3(e)(3) because it owned and operated a waste tire storage facility and failed to file annual reports with the Department.

Penalty Assessment

16. The violations of 6 NYCRR 360-1.7(a)(1) and 360-13.1(b) established in paragraph 5 above constitute a single violation for penalty calculation purposes.

17. The violations of 6 NYCRR 360-13.3(a) established in paragraphs 6 through 11 above, respectively, insofar as they relate to plans described in 6 NYCRR 360-13.2 constitute separate violations for penalty calculation purposes.

18. The violation of 6 NYCRR 360-13.3(a) established in paragraph 12 above, insofar as it relates to operating the

facility without an approved operation and maintenance manual, constitutes a separate violation for penalty calculation purposes.

19. The violation of 6 NYCRR 360-13.3(c)(6) established in paragraph 13 above, constitutes a separate violation for penalty calculation purposes.

20. The violation of 6 NYCRR 360-13.3(e)(2) established in paragraph 14 above, constitutes a separate violation for penalty calculation purposes.

21. The violation of 6 NYCRR 360-13.3(e)(3) established in paragraph 15 above, constitutes a separate violation for penalty calculation purposes.

22. The maximum penalty authorized by law for the separate violations established on Department staff's motion is \$12,985,500. This amount is based upon eleven violations beginning on June 10, 2004 and continuing until August 2, 2006 (the date of staff's motion).

RECOMMENDATIONS

I recommend that the Commissioner issue an order granting Department staff's motion, holding respondent liable for the violations determined as a matter of law, and granting the relief requested by staff.

_____/s/_____
Mark D. Sanza
Administrative Law Judge

Dated: April 27, 2007
Albany, New York