

# **PHASE I INVESTIGATION**

## **A.C. DUTTON LUMBER CORPORATION**

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WASTE REMEDIATION**

**EnviroPlan Associates, Inc**

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**November 1987**

**#314081**

**PHASE I INVESTIGATION**

**A.C. DUTTON LUMBER CORPORATION  
CITY/TOWN OF POUGHKEEPSIE  
DUTCHESS COUNTY, NEW YORK**

**PREPARED FOR:**

**A.C. Dutton Lumber Corporation  
Hoffman Street  
Poughkeepsie, New York 12601**

**REQUIRED BY:**

**New York State Department  
of Environmental Conservation  
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**A.C. DUTTON LUMBER CORPORATION  
PHASE I INVESTIGATION  
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## **I. EXECUTIVE SUMMARY**

The A. C. Dutton Lumber Corporation site is located along the eastern bank of the Hudson River in the City and Town of Poughkeepsie, Dutchess County, New York. The site encompasses two parcels which total 31.2 acres and is bordered on the north by the Marist Brothers property and to the south by Dutchess Avenue. The Hudson River and the New York Central Railroad form the western and eastern borders, respectively (Figure I-1). The site boundaries are defined by the former use of the property as the A.C. Dutton Lumber Corporation. The two parcels which comprise the site are now separately owned by the New D Corporation and the A.C. Dutton Lumber Corporation (Figure I-2). The New D Corporation is a lumber reloading facility; the A.C. Dutton Lumber Corporation is a wholesale lumber distributor and pressure treatment facility. The photographs and related guide which follow describe the functions of the various buildings on the site.

The Dutton Lumber site has been continuously used for industrial purposes since 1834. The major industries which have used the site include an iron works, a glass works, and the Dutton Lumber operation. The majority of the site consists of fill material of an unknown nature.

No documentation exists regarding waste disposal activities prior to 1984 when the property was purchased by its present owners. Interviews with the former owner and former employees indicate that no deliberate disposal of hazardous wastes occurred at the site, although past operational practices may have contaminated portions of the property with Chromated Copper Arsenate, a wood preservative used at the facility since 1966. Other potential sources of contamination include underground storage tanks for petroleum products and kerosene; the machine shop area for the old Glass Works plant; areas reportedly filled with coke ash from a local gasification plant; and metal and heavy metal wastes from the various industries that have used the site since 1834. No analytical data exists to characterize the existence of on-site contamination. If contamination exists and off-site transport occurs, the environmental concerns are the potential impact on the City of Poughkeepsie drinking water intake (approximately .6 miles to the north of the site) and a proposed Significant Habitat for Short-Nosed Sturgeon (Poughkeepsie Deepwater Habitat) which is located adjacent to the site.

Insufficient data was available to prepare an HRS score for the site. A proposed work plan for a Phase II investigation is included in this report.

## PHOTOGRAPHIC SURVEY

| Photograph | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I-3        | <p>View facing north from Dutchess Avenue. The warehouse in the southeastern corner of the property (bottom left) was destroyed by fire October 31, 1987. The building had been used to store untreated lumber and construction materials. The building to the east is a garage and locker room; the building next to it (right) is a warehouse which is also used for the storage of untreated lumber and construction materials. Directly behind the warehouses is a two story brick office building. The top of one of the two treatment plants can be seen to the north of the office building. The stacking facility can be seen at center, and behind it is the other treatment plant. The kiln is located at the west end of the stacking facility. A small two story office building is located on the shore to the east of the stacking facility. The New D Corporation is visible in the background. The property line which separates the New D Corporation from Dutton Lumber is located approximately 225 feet north of the north treatment plant.</p> |
| I-4        | <p>Office building facing west. To the north (left) is the south treatment plant.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| I-5        | <p>Addition which houses retort vessel for south treatment plant. Office building visible at right.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| I-6        | <p>Office building in the foreground; south treatment plant is visible behind it. Stacking facility, north treatment plant and kiln are at the center of the photo. Mechanical Construction Corporation is visible to the north (top left).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| I-7        | <p>South treatment plant (right foreground), stacking facility and north treatment plant (center).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

- I-8                    Stacking facility and kiln. North treatment plant is partially visible.
- I-9                    New D Corporation. The fence in the center of the photograph marks the property line between the two companies. Buildings in the background behind the lumber storage area are boathouses owned by Marist College and are not located on the subject property.
- I-10                   View of entire property facing south.

## II. PURPOSE

In August 1987 the current owners of the A.C. Dutton Lumber Corporation were asked by the New York State Department of Environmental Conservation to complete a Phase I investigation of their property to ascertain whether hazardous materials had ever been improperly disposed of on the site. The investigation was requested by the Department after a tank cleaning operation conducted at the northernmost treatment plant generated reportable quantities of hazardous sludge. While these wastes were transported off site and disposed of in accordance with all applicable rules and regulations, the activity raised a question regarding past waste disposal practices. The northern treatment plant has been in operation since 1966 and no documentation exists regarding the disposal of waste generated by the operation.

The goal of the Phase I investigation has been to document the past ownership and historical use of the lands north of Dutchess Avenue which are now or formerly were owned by the A.C. Dutton Lumber Corporation.<sup>1</sup> The investigation sought to determine hazardous waste generation and operational practices from the previous industrial users of the site; to identify those areas of the site which may have been used for waste disposal or filled; to identify the nature of the waste materials or fill; to provide a preliminary assessment of site topography, geology and hydrology; and to assess the potential for contamination of the site and/or the surrounding environment.

The study site is bounded to the west by the Hudson River; to the east by Mechanical Equipment Corporation and several private residences; to the north by lands owned by Marist College; and to the south by Dutchess Avenue.

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1. Although the company once owned lands to the south of Dutchess Avenue, this property has been excluded from the scope of this study since these lands were the subject of a separate Phase I investigation conducted for Central Hudson Gas and Electric Corporation, the current owners of that site.

### III. SCOPE OF WORK

EnviroPlan Associates, Inc. and subcontractor Chazen Environmental Services, Inc., conducted several site inspections; interviewed former owners and employees, local historians, representatives of public agencies and others; conducted a search of historical records, accounts, maps and aerial photographs of the site; and completed a preliminary hydrogeological evaluation of the site. This report includes our findings, an assessment of the potential for contamination of the subject property, and a recommended work plan for a Phase II investigation. The persons contacted in connection with the Phase I investigation are listed below.

#### A. SOURCES CONSULTED

Arthur Dutton, former owner  
of A.C. Dutton Lumber Corp.,  
and current owner of  
New D Corporation  
P.O. Box 3020  
Poughkeepsie, N.Y. 12603  
(914)485-6700

Historical use of the property  
from 1913-1984.  
Historical documents and  
photographs.

Stephen Miron, Esq., Secretary  
Kenneth Miron, President  
A.C. Dutton Lumber Corporation  
Hoffman Street  
Poughkeepsie, N.Y. 12603  
(914)454-7000

Current operational and waste  
disposal practices.

Michael Marrone, Operations Manager  
A.C. Dutton Lumber Corp.  
(same as above)

Current and past operational and  
waste disposal practices.

Reginald Ade, Treater  
A.C. Dutton Lumber Corp.  
(same as above)

No information.

James Dayton, Former Employee  
A.C. Dutton Lumber Corp.  
Village Green Apartments  
Rhinebeck, N.Y. 12572  
(914) 876-5645

Filling activities, 1930's.

Mel Carpenter,  
Former Operations Manager for  
A.C. Dutton Lumber Corp.  
12 Adriance Avenue  
Poughkeepsie, N.Y. 12601  
(914)471-2594

Past operational and waste  
disposal practices.

Edward Ellison,  
Former Operations Manager  
107 Bedell Road  
Poughkeepsie, N.Y. 12603  
(914)485-4348

Past operational and waste  
disposal practices.

James Trendell, Former Treater  
Route 44  
Pleasant Valley, N.Y. 12569  
(914)635-8486

Past operational and waste  
disposal practices.

Herbert Saltford, City of  
Poughkeepsie Historian  
27 Bancroft Road  
Poughkeepsie, N.Y. 12601  
(914)454-0651

No information.

Joyce Ghee, Dutchess County Historian  
22 Market Street  
Poughkeepsie, N.Y. 12601  
(914)43-2065

No information.

Janet Nugent, Curator  
Dutchess County Historical Society  
549 Main Street  
Poughkeepsie, N.Y. 12601  
(914)471-1630

Historical records, maps.

Myra Morales, Librarian  
Local History Room  
Adriance Memorial Library  
Market Street  
Poughkeepsie, N.Y. 12601  
(914)485-3445

Historical records, maps.

David Starbuck, Industrial Archeologist  
Rensselaer Polytechnic Institute  
Troy, N.Y.  
(518)276-8503

No information.

Edward Rutsch, Industrial Archeologist  
Historic Conservation and Interpretation  
R.D. 3 Box 111  
Newton, N.J. 07860  
(201)383-6355

No information.

Jane Spillman, Curator (19th century)  
Corning Museum of Glass  
Corning, N.Y.  
(607)937-5371

Literature references.

Norm Benson  
Dutchess County Soil and Water  
Conservation District  
Farm and Home Center  
Route 44  
Millbrook, N.Y. 12545  
(914)677-8011

Historical maps and  
aerial photographs.

Richard Tomer and  
Eric Alsmeyer, Permitting  
Division  
Army Corps of Engineers  
New York District  
26 Federal Plaza  
New York, N.Y.  
(212)264-0100

No Information.

NYS Department of Environmental Conservation  
Region 3  
South Putt Corners Road  
New Paltz, N.Y. 12561  
(914)255-5453

No information.

Dutchess County Health Department  
22 Market Street  
Poughkeepsie, N.Y. 12601  
(914)431-2044

Water Supply Information.

Dutchess County Real Property Tax Office  
22 Market Street  
Poughkeepsie, N.Y. 12601  
(914)431-2140

History of ownership.

John Mylod, Executive Director  
Hudson River Sloop Clearwater  
112 Market Street  
Poughkeepsie, N.Y. 12601  
(914)454-7673

No information.

## B. ENVIRONMENTAL SAMPLING

Environmental sampling was not planned as an integral part of the Phase I study plan. However, during the course of the Phase I investigation it became apparent that there was a need to collect four soil samples for EP Toxicity metals testing. These samples were collected from the locations noted in Figures III-1 through III-4. The purpose of the sampling is discussed and the Figures are described in Section IV. The EP Toxicity results indicate that none of the four soil samples exhibit characteristics of hazardous waste.

The results of the analyses are provided in Appendix A. Table 1 shows the relationship between the analytical data and the EP Toxicity standards. As can be seen all four samples failed to meet the criteria for EP Toxicity and therefore are not a hazardous waste.

**TABLE 1**  
**COMPARISON OF SOIL ANALYSES**  
**WITH EP TOXICITY CRITERIA**

| Location                          | Parameters    | Test<br>Concentration <sup>2</sup> | EP Toxicity<br>Criteria |
|-----------------------------------|---------------|------------------------------------|-------------------------|
| Titusville Rd.<br>Location<br># 1 | Arsenic (As)  | 0.275                              | 5.0                     |
|                                   | Barium (Ba)   | 0.06                               | 100.0                   |
|                                   | Cadmium (Cd)  | 0.02                               | 1.0                     |
|                                   | Chromium (Cr) | 0.09                               | 5.0                     |
|                                   | Lead (Pb)     | 0.09                               | 5.0                     |
|                                   | Mercury (Hg)  | <0.004                             | 0.2                     |
|                                   | Selenium (Se) | <0.02                              | 1.0                     |
|                                   | Silver (Ag)   | <0.01                              | 5.0                     |
| Titusville Rd.<br>Location<br># 2 | Arsenic (As)  | 0.415                              | 5.0                     |
|                                   | Barium (Ba)   | <0.05                              | 100.0                   |
|                                   | Cadmium (Cd)  | 0.02                               | 1.0                     |
|                                   | Chromium (Cr) | 0.06                               | 5.0                     |
|                                   | Lead (Pb)     | 0.11                               | 5.0                     |
|                                   | Mercury (Hg)  | <0.004                             | 0.2                     |
|                                   | Selenium (Se) | <0.02                              | 1.0                     |
|                                   | Silver (Ag)   | <0.01                              | 5.0                     |
| Titusville Rd.<br>Location<br># 3 | Arsenic (As)  | 0.280                              | 5.0                     |
|                                   | Barium (Ba)   | <0.05                              | 100.0                   |
|                                   | Cadmium (Cd)  | 0.02                               | 1.0                     |
|                                   | Chromium (Cr) | 0.06                               | 5.0                     |
|                                   | Lead (Pb)     | 0.11                               | 5.0                     |
|                                   | Mercury (Hg)  | <0.004                             | 0.2                     |
|                                   | Selenium (Se) | <0.02                              | 1.0                     |
|                                   | Silver (Ag)   | <0.01                              | 5.0                     |
| Dutton Lumber<br>Location<br># 4  | Arsenic (As)  | 0.950                              | 5.0                     |
|                                   | Barium (Ba)   | <0.05                              | 100.0                   |
|                                   | Cadmium (Cd)  | 0.01                               | 1.0                     |
|                                   | Chromium (Cr) | 0.05                               | 5.0                     |
|                                   | Lead (Pb)     | <0.05                              | 5.0                     |
|                                   | Mercury (Hg)  | <0.009                             | 0.2                     |
|                                   | Selenium (Se) | <0.02                              | 1.0                     |
|                                   | Silver (Ag)   | <0.01                              | 5.0                     |

2. All values are expressed in milligrams per liter (mg/l).

## IV. SITE ASSESSMENT

### A. SITE HISTORY

The A.C. Dutton Lumber Corporation property has been used continuously for industrial purposes since the 1830's. Figures IV-1 through IV-18 depict the locations of the various industries that occupied the site from 1834 to the present day as well as changes in the shoreline which occurred as a result of filling activities over time. A detailed guide to the historical maps can be found at the end of this section.

In 1834 Nathaniel P. Talmadge purchased 10 acres of the site for the Dutchess Whaling Company, a processor of whale oil, and in that same year filled in a portion of the Hudson River for the construction of a dock. Between 1834 and 1850 a number of companies established operations on the Whale Dock - the Poughkeepsie Screw Factory, a sash factory, a cooperage and the Poughkeepsie Locomotive Factory (See Figure IV-1). The Locomotive Factory was incorporated in 1838 and dissolved after building one locomotive. Between 1842 and 1848 the Dutchess Whaling Company failed and the company went into receivership. By 1850 new industries replaced those noted above. Matthew Vassar and Company owned at least one building on the former Whale Dock, although no indication is given regarding its use. During this time Matthew Vassar owned a large brewery on the riverfront south of the Whale Dock. This may have been an extension of the brewery operation. In that same year a dyewood factory owned by Gifford, Sherman and Innis was located on the site north of Hoffman Street. It is believed that this operation involved the extraction of dyes from wood. The Innis dyewood factory which was located to the south of the site during the latter half of the nineteenth century was a major industry in Poughkeepsie. This may have been a precursor to that factory or an addition to it. A foundry owned by A.J. Coffin, a manufacturer of stoves, copper, iron and tin works was also located on the property at this time.

In 1860 the Fallkill Iron Works was established and occupied a portion of the site. Other occupants included the F & N National Bank and a wooden ware manufacturer (See Figure IV-2). Both the Fallkill Iron Works (See Figure IV-3) and the Poughkeepsie Iron Works (IV-4) operated on the site in the late nineteenth century. Both of these companies were owned by the Tower family and hence the iron works was often referred to as the Tower Furnace or the Upper Furnace. A promotional document for the City of Poughkeepsie characterized the Fallkill Iron Works with its two blast furnaces as one of the most successful iron making establishments in the country. A Sanborn Fire Insurance Map indicates that by 1887 the Fallkill Iron Works no longer existed (Figure IV-5). No additional information is available on the industries which occupied the site prior to 1879.

### Poughkeepsie Glass Works

In 1879 the Poughkeepsie Glass Works was constructed at the south end of the property. The Glass Works, which employed about 350 workers, manufactured 1500-1600 gross of jars, bottles

and demijohns each week, and was touted as the largest melting furnace in the country. The Glass Works was established at the site because the owners believed the slag from the iron works could be used to make glass. This technique proved to be unsuccessful and was abandoned. In December 1881 the Glass Works was destroyed by fire and rebuilt. Another major fire broke out in 1897 and destroyed most of the plant. The company was rebuilt again and the owners also purchased land to the south of Dutchess Avenue (now the site of Central Hudson Gas & Electric Corporation) to expand its operations. Production increased from 30,000 gross to 130,000 gross a year at the new plant. Sanborn Fire Insurance Maps (Figures IV-7 and IV-8) depict the plant layout in 1887 and in 1913.

The following information has been extracted from two sources - an historical account of the Glass Works operation which appeared in the Poughkeepsie Journal in 1953 and an excerpt from the 1880 U.S. Census of Manufacturers which describes the glass making process at the end of the nineteenth century. Both documents can be found in Appendix B. The information presented is limited to those aspects of the operation which are relevant to this investigation.

The Journal article reported that the materials used at the Poughkeepsie Glass Works included sea sand, soda ash, lime and cullet or broken glass. The company was engaged solely in the production of utility glass and produced green glass, amber glass and colorless glass known as Dutch Flint. Dutch Flint may have also been known as lime glass, common flint, or German flint, which is a silicate of lime and soda or potash. The U.S. Census of Manufacturers for 1880 provides a detailed account of the materials and methods used in the manufacture of glass in that era. As noted in the Journal article the principal constituents of glass were silica or sand and an alkali (soda, lime, potash) or a metallic oxide (lead, zinc, tin and antimony). Other materials which were found as impurities in glass or which were used to correct impurities included, but were not limited to, manganese, oxide of iron, and arsenic.

The composition of glass varied greatly depending upon the type of glass produced and the quality of the materials used. Table 2 below provides the approximate proportions of raw materials necessary for the production of the different kinds of glass.

**TABLE 2**  
**RAW MATERIALS USED IN THE**  
**PRODUCTION OF GLASS**

| <b>Glass Type</b> | <b>Silica<br/>(%)</b> | <b>Soda<br/>(%)</b> | <b>Lime<br/>(%)</b> | <b>Potash<br/>(%)</b> | <b>Lead<br/>Oxide<br/>(%)</b> | <b>Iron<br/>Oxide<br/>(%)</b> | <b>Alumina<br/>(%)</b> |
|-------------------|-----------------------|---------------------|---------------------|-----------------------|-------------------------------|-------------------------------|------------------------|
| Cast Plate        | 74.0                  | 12.0                | 5.5                 | 5.5                   | ---                           | ---                           | ---                    |
| Window            | 73.0                  | 13.0                | 13.0                | ---                   | ---                           | ---                           | ---                    |
| Lead Flint        | 52.0                  | ---                 | ---                 | 13.67                 | 33.28                         | ---                           | ---                    |
| Lime Flint        | 73.3                  | 14.5                | 12.7                | ---                   | ---                           | ---                           | ---                    |
| Green Bottle      | 60.0                  | ---                 | 20.0                | 3.0                   | ---                           | 4.0                           | 10.0                   |

The green bottle glass made at the Glass Works was known as American green glass. It was a coarse glass made of silicate of lime, soda, alumina and iron (the last two ingredients occurring as impurities in the sand). The iron oxide content gave the glass its greenish hue. The removal of iron oxide and alumina oxide was accomplished by burning and washing, and through the use of manganese used as a bleaching agent. The melting of glass materials produced organic matter which carbonized in the pot. Arsenic added to the batch prior to charging it to the pots, removed the carbonized materials. Hydrofluoric acid was used to test the sand for the presence of iron oxide. Sand was boiled in the acid and a few drops of yellow prussiate of potash (a cyanide compound) in solution was added to it. The formation of a blue precipitate indicated the presence of iron.

As stated above, the Poughkeepsie Glass Works was established next to the Fallkill Iron Works in the hope that slag, the waste product of the iron making process, could be remelted and added to sand and soda to make glass. The composition of glass and slag were similar (Table 3).

**TABLE 3**  
**RELATIVE COMPOSITION OF GLASS AND SLAG<sup>3</sup>**

| <u>Constituents</u> | Composition<br>of Iron Slag<br>(Welsh or South<br>Staffordshire)<br>(%) | Composition<br>of Bottle Glass<br>(%) |
|---------------------|-------------------------------------------------------------------------|---------------------------------------|
| Silica              | 40                                                                      | 45-60                                 |
| Lime                | 35                                                                      | 18-28                                 |
| Alumina             | 16                                                                      | 6-12                                  |
| Magnesia            | 6                                                                       | 0-7                                   |
| Alkali              | 0.5-2                                                                   | 2-7                                   |
| Oxide of Iron       | 0.5-2                                                                   | 2-6                                   |

The location near the Glass Works benefited the Fallkill Iron Works, which had moved its operations to the site of the Old Whale Dock when the federal government prohibited its owners from further filling of the Hudson with slag. The slag to glass plan offered the Towers a profitable alternative for waste disposal.

Molten slag was conveyed to the glass furnace and, after the addition of the necessary ingredients and fusion, was transferred to another chamber from which it was drawn by the workers and shaped. Slag was used primarily for the production of green glass and amber glass. However, the addition of arsenic and soda rendered the glass transparent. Figure IV-9 is a photograph of the Poughkeepsie Glass Works taken at the turn of the century.

#### **A.C. Dutton Lumber Corporation**

The introduction of automation into the bottle making industry was fatal to the Poughkeepsie Glass Works. In 1912 the company ceased all production and the property and buildings were purchased by Arthur C. Dutton in 1913 for the establishment of a wholesale lumber

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3. 1880 U.S. Census of Manufacturers, "Manufacture of Glass", p.1092.

operation. From 1913 to 1984 the A.C. Dutton Lumber Corporation was the sole occupant of the site. Figures IV-10, 11, and 12 show the wholesale lumber operation as it appeared early in its history.

Mr. Arthur C. Dutton II, the grandson of the company's founder, and one of its former owners, was interviewed for this report. Mr. Dutton and his brother, John, now own the New D Corporation, a lumber reloading facility located adjacent to the present A.C. Dutton Lumber Corporation operation. Additional interviews were conducted with former and current employees of the Dutton Lumber Corporation, its present officers, Kenneth and Stephen Miron, and others. Records of these interviews can be found in Appendix C. Little information is available on the A.C. Dutton operation prior to the 1970's. According to Mr. Dutton, the company was a wholesale lumber operation with several saw mills and a small plant for baling shavings from the mill. This has been confirmed through a review of historical maps. No information on waste disposal is available for that period of time.

According to a former employee, James Dayton, who worked for the company from 1922 to 1984 as a carrier driver and a maintenance man, a large portion of the Hudson River at the northern end of the property, along with portions of the southern end, were filled in the mid 1920's with rock generated by the New York Central Railroad Company during blasting operations in New Hamburg. According to Mr. Dayton the railroad brought in ten carloads of rock each night for several weeks. Mr. Dayton claims that ash from the Central Hudson gasification plant on the south side of Dutchess Avenue was used at both locations as cover material in these filled areas. Mr. Dutton also spoke of this filling activity and recalled that it had been permitted by the Army Corps of Engineers. Attempts by the Army Corps to locate a permit for this activity were unsuccessful.

In the summer of 1949 the two hangar buildings which now house the pressure treatment facilities were erected (Figure IV-17). The northernmost building was used as a mill and the other, as a warehouse. According to Mel Carpenter, former Operations Manager for the company (1962-1983), the mill was converted to a pressure treatment plant in the fall and winter of 1965 and became operational in early 1966. Chromated Copper Arsenate (CCA) is the wood preservative which has been used by Dutton Lumber to treat wood since 1966. CCA is manufactured and supplied by Osmose Wood Preserving, Inc. Osmose is also the supplier of a flameproofing chemical used at the facility when it was owned by the Duttons (See Appendix D).

During the pressure treatment process, lumber is placed in a treatment tank or retort vessel, a vacuum is created and a solution of CCA and water are introduced into the tank. Under these conditions the CCA solution penetrates the lumber. The lumber is removed from the vessel and stacked to dry. Mr. Dutton and Mr. Carpenter both claim the treatment facility has always been self-contained, that is the drippings from the mouth of the retort vessel and from the treated lumber would be captured in catch basins and recycled for reuse. Mr. Carpenter explained that the process of mixing the CAA solution was originally done manually. Dry CCA concentrate (actually a paste) was poured into the storage tanks and water was added to it to create the treating solution. Today, liquid CCA is delivered by tank truck, pumped into storage tanks and automatically transferred to another tank where it is mixed with water before being used in the treatment process. Mr. Carpenter

reported that the plant was alternately used to treat wood with CCA and the flameproofing chemical. In order to change from one process to another, Mr. Carpenter said, the last chemical in use was "flushed out of the lines into the storage tank." He said that in the 1970's the treatment cylinder was sandblasted to remove the rust created by the flameproofing material which Mr. Carpenter described as "very corrosive".

Mr. Carpenter was not aware of any other tank cleaning operations during his term of employment. He said the Duttons "ran a very clean operation" and he knew of no waste disposal activities or spills that occurred on the site. Treated wood, he said, was stored inside the treatment plant on a "drip pad" until it was free of CCA residue. According to the new owners of the A.C. Dutton Lumber Corporation the drip pad then consisted of a bed of gravel interrupted by several blocks of asphalt.

Mr. Carpenter reported that very small quantities of sludge would accumulate in the pits at the mouth of the treatment vessels. The sludge, he said, was removed with a shovel and placed in a 55 gallon drum that the Osmose Corporation would collect when the company made a delivery of chemicals. Thomas Maar, Manager of Environmental Engineering for Osmose, reported that the Osmose hazardous waste collection program was started in 1984. Prior to that time Osmose advised it's customers of the regulations and appropriate procedures for the disposal of CAA waste, but had no internal program to service clients.

Mr. Edward Ellison, former Vice President and Sales Manger for Dutton Lumber (September 1980 to August 1984) also reported that treated lumber was stored on the tracks in the treatment facility where it was allowed to drip dry before it was transferred to the yard. The drippings, he said, were captured in a sump, filtered and recycled. He believes it is possible that a "minor amount" of CCA treated lumber was moved outside to the yard to dry. According to Mr. Ellison, during his employment no tank sludge or other CCA contaminated waste was disposed of at the site nor were there any spills of hazardous materials. The sludge, he claims, was allowed to accumulate in the bottom of the tanks. He said that Mr. Carpenter had complained to him that the tanks needed to be drained and the sludge removed but this was not done because of fiscal constraints. With the exception of hydraulic fluid and lubricating oil for machinery, Mr. Ellison does not any believe chemicals other than those associated with the treatment of wood were used at the facility.

On November 4, 1987 James Trendell, a former treatment plant operator for Dutton Lumber (1979-1983) was interviewed. Mr. Trendell claims that freshly treated wood was often stored outside the treatment plant in the area designated in Figure IV-22. He said the treated lumber was allowed to drip in this area and that the ground was green with CCA residue at these times. He claims that on rainy days he observed residue from the treated wood draining into Kidney Creek. Mr. Trendell also reported that during his employment he witnessed several spills of large quantities of CCA solution within the north treatment plant. He was not aware of any sludge or waste disposal that occurred on the site. He disputed Mr. Carpenter's claim that Osmose collected sludge which accumulated in the pits beneath the retort vessel. Mr. Trendell did not believe any removal of sludge took place at the plant while he worked there.

Michael Marrone, Operations Manager under the current ownership reported that he was also told by a former Dutton employee who had worked as a treater, that this area was used for the storage of wood which was wet with CCA. Mr. Dutton also confirmed that some storage of freshly treated lumber occurred outside the treatment plant but he had not seen any discoloration on the ground at that time. During a site inspection of this area by EnviroPlan personnel, green stains were seen on those sections of the ground which had been paved with asphalt.

In October 1984 the New D Corporation entered into a contractual agreement with the Great Lake Dredge and Dock Company to store 6,000 cubic yards of dredge spoils removed from the intake screens of the Indian Point No. 3 Nuclear Power Plant in Buchanan, New York on New D's property. The dredge materials were stored at the site for dewatering purposes for approximately one month before being disposed of at the former F.I.C.A. Landfill in Poughkeepsie. Figures IV-19 & 20 are photographs of the dewatering operation. Figure IV-21 is a map of the area leased by the Great Lake Dredge and Dock Company for this purpose. A permit for this activity was issued to the New York State Power Authority by the New York State Department of Environmental Conservation on September 14, 1984. Copies of relevant documentation (NYSDEC permit, analyses of the sediment, contract between New D Corporation and the Great Lake Dredge and Dock Company, etc.) may be found in Appendix E.

In 1984 or 1985 the present owners of the A.C. Dutton Lumber Corporation removed an unknown volume of soil from an area adjacent to the north treatment plant during a grading operation. The graded area is adjacent to the west end of the plant (See Figure III-2). Prior to the purchase of the facility this area had reportedly been used for the storage of CCA treated lumber which had not been thoroughly dried after treatment. The soil was transported to property owned by Poughkeepsie Miron Lumber Corporation on Titusville Road in the Town of LaGrange where it was used as fill material during the construction of a parking lot (See Figure III-1). During a site inspection on October 12, 1987 green stained rocks - an indication of the presence of CCA residue - were found at the southeastern corner of the parking lot on the Titusville Road property in an unpaved area.

In order to determine whether the soil could be classified as a hazardous waste three soil samples were taken from the parking lot area (See Figure III-3) and an analysis for EP Toxicity for metals was performed. One of these samples, collected in an unpaved area, contained gravel which was coated with a green residue. The other two samples which were taken from beneath the asphalt showed no visual evidence of CCA residue. Soil samples were obtained following accepted soil sampling protocols using a two inch diameter hand auger (protocols will be provided in the Phase II work plan to be prepared at a later time). The sample depth is typically from ground surface to twelve inches in depth. Access to soil beneath the asphalt parking lot was obtained by the use of a jackhammer. A sufficient volume of soil was obtained to fill an appropriately prepared one liter amber glass container. The samples were then transported, following established protocols, to Envirotest Laboratory, Newburgh, New York for analysis.

An additional soil sample was taken from an area located between the north treatment plant and the stacking facility (Figure III-2). Mr. Marrone reported that an employee of the Corporation

under the past and present ownership indicated to him that previous to the acquisition of the site, storage tank venting of CCA solution was discharged directly to the ground by way of a pipe in the roof. Figure III-4 shows the hole in the roof of the treatment plant through which this reported overflow vent protruded. Attempts to locate the employee who reported the activity were unsuccessful. The soil in this location is the same characteristic emerald green associated with the presence of CCA. The sampling protocol followed and analyses conducted are those described above.

### **Change in Ownership**

In July, 1984 the A.C. Dutton Lumber Corporation was purchased by Albany Miron Lumber Corporation after the company went into receivership. Arthur and John Dutton retained the northern half of the property, and reincorporated under the name, New D Corporation. The Albany Miron Lumber Corporation continued to operate the pressure treatment and wholesale lumber business on the southern half of the property. For a brief period of time prior to the purchase of the site by the Albany Miron Lumber Corporation (1983-84), the company was operated by Phil-Mar Lumber Corporation located in Highland, New York. Figure IV-24 is a survey of the entire 31.2 acre parcel depicting the former ownership of the land. Appendix F contains the historical deeds for the A.C. Dutton Lumber Corporation.

### **Present Waste Disposal**

After the purchase of the facility the new owners of Dutton Lumber laid a new drip pad in the north treatment plant, replaced the kiln and converted the other hangar building into a second pressure treatment plant.

Under normal working conditions the A.C. Dutton Lumber facility generates approximately one 55 gallon drum of hazardous waste per month. This waste is a solid sludge which collects in the treatment plant cylinder door pits and is contaminated with arsenic and chromium (EPA Waste Identification Numbers D004, D007). The collected waste is stored in lined DOT 17H drums which are located within 15 feet of each cylinder and capped to prevent the accidental use of the drums for the disposal of other materials. The drums are clearly labeled as hazardous waste.

Each cylinder door pit is periodically cleaned. When a drum is filled to capacity with the waste from these pits it is sealed and arrangements are made for shipment to a licensed hazardous waste disposal facility. The A.C. Dutton Lumber Corporation has entered into a contractual arrangement with Osmose Wood Preserving, Inc. to transport the waste off site for safe disposal. The integrity of the drums is checked on a daily basis by the Plant Maintenance Supervisor and a record kept of these inspections.

The current owners of the A.C. Dutton facility thoroughly cleaned the treatment equipment in the north plant after they purchased the company. Due to a lack of timely maintenance of the equipment in this plant in the past, a considerable quantity of sludge had accumulated in the storage and work tanks. Consequently, the cleaning of this equipment by the new owners generated more hazardous waste than would routinely be produced in the normal operation of the plant under the new ownership. The cleaning of the equipment in the North plant was completed in the spring of 1987. The amount of hazardous waste normally generated by both plants classify Dutton Lumber as a small quantity generator. In 1986 the company generated and disposed of fifteen 500 pound drums of CCA contaminated waste. By the end of 1987 an anticipated ten drums of waste will be generated by both treatment plants (see Appendix G).

Both treatment plants are designed to capture all residue CCA and return it to the storage tanks for reuse, thereby eliminating any direct discharges of CCA to the outside environment. Sanitary facilities are located in three buildings - office, repair shop/locker room, and the two story brick building at the river. The office and repair shop /locker room building discharge sanitary wastes into a subsurface septic system, the exact location of which is unknown. The discharge point for the septic wastes which were generated at the former brick office building is unknown. Both treatment plants are equipped with a laboratory sink where bottles used to collect samples of CCA are cleaned. Wastewater from the sinks in both plants is discharged to sumps and recycled for use.

## **B. SITE TOPOGRAPHY**

The topography of the site ranges in elevation from less than 5 feet along the river bank to approximately 45 feet above Median Sea Level in the eastern section of the property. Slopes along the river bank are negligible but bedrock outcropping, approximately 350 feet from the Hudson River, creates an abrupt change in slope. East of these scarps the slopes become more gentle. The current A.C. Dutton Lumber operation is located in the southern portion of the property which is approximately 5 feet higher in elevation than the river.

The closest surface water downgradient of the site is the Hudson River. A small stream called Kidney Creek which appears on older maps, is contained in a culvert beneath the central portion of the site. Kidney Creek has been classified as a "D" stream by the New York State Department of Environmental Conservation.<sup>4</sup> A class D stream is considered by the Department to be unsuitable for the propagation or survival of aquatic life. The Town and City of Poughkeepsie are served by public water drawn from the Hudson River, approximately 0.6 miles north of the facility. The nearest commercial establishment is 0.05 miles south of the facility. The nearest residence is located adjacent to the eastern boundary of the site. The homes and businesses in the vicinity are all on public water. The nearest well serves an individual residence in the Town of Hyde Park, approximately 2.1 miles north of the site.

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4. Tributary H 117, 6 NYCRR 852.

### C. SITE HYDROGEOLOGY

The A. C. Dutton Lumber site is partially underlain in the eastern portion by a thin veneer of Pleistocene Age glacial till. This surficial deposit is, in turn, underlain in part by shale bedrock. Most of the site facilities are underlain by artificial fill which was placed on-site at various times in order to expand the property into the Hudson River. Only portions of the facilities located in the southern part of the site are underlain by bedrock and till (Figure IV-23). *Simmons et al.*, has designated the bedrock as Ordovician Age Hudson River Formation. *Fisher et al.*, generally designates the bedrock under the site as Taconic Melange on the 1:250,000 scale New York State Geologic Map.

Based upon the available information, the bedrock should be considered as the water bearing unit of concern. The bedrock is bounded on the west within a 3 mile radius of the site by the Hudson River. Most of the area within a 3 mile radius of the site is served by public water, drawn from the Hudson River.

The depth to groundwater is anticipated to vary across the site due to variations in elevation and the presumed differences in water transmitting abilities of underlying units. Depth to groundwater in the areas of artificial fill is probably approximately equal to the mean water level of the Hudson River. The groundwater surface in the bedrock in the southeastern portions of the site appears to be higher than in the filled areas to the west. Springs and weeps in the bedrock scarps found in the southeastern portion of the site support this conclusion. Based upon the topography, the local groundwater flow direction is probably to the west.

## GUIDE TO HISTORICAL MAPS/PHOTOS

| FIGURE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IV-1   | <p><b>1834-1850:</b> Depicts original shoreline and the industries that used the site between the years 1834 and 1850 - a foundry and a dyewood factory where the south treatment plant now stands; a foundry at the foot of what is now the office building; a cooperage (manufacturer of barrels and casks); and an oil warehouse which was probably a building used to store whale oil. The exact location of the Poughkeepsie Screw factory is uncertain. The map from which the screw factory location was drawn is the map of the Hoffman, Livingston and Phillips Property, filed as Map No. 79 in October 1836. Discrepancies between this map and the maps which follow it call into question its accuracy with respect to the location of the screw factory buildings. Several maps of later dates consistently depict the original shoreline as shown. The 1836 map shows a greater area filled and functioning as a dock. The Screw Factory is located in this area. When the location of the buildings are superimposed on the shoreline as it is believed to have existed, portions of the Factory extend into the river. Both pieces of information are provided here since it was not possible to resolve this discrepancy.</p> |
| IV-2   | <p><b>1867:</b> The shoreline has been extended by filling activities. Two new slips have been created. The sole occupant of the site appears to be the Fallkill Iron Works. Historical accounts indicate that the Iron Works was established on the site in 1860.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| IV-3   | <p><b>Undated:</b> Fallkill Iron Works at the turn of the century.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| IV-4   | <p><b>Circa 1887:</b> Poughkeepsie Iron Works (a.k.a.) Fallkill Iron Works, facing north. Refer to Figure IV-7 for a complete view of the property at this time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| IV-5   | <p><b>1887:</b> The Poughkeepsie Glass Works, constructed on the site in 1879 occupies the south end of the property. The Fallkill Iron Company's blast furnaces are still operating. Coal and ore piles are shown. Meyer's Ice House has been constructed to the north. Significant filling of the southern portion of the property has occurred. The source of information, a Sanborn Fire Insurance Map, provides no detail on the shoreline between the Ice House and the slip, nor on the northern end of the property.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

- IV-6            **1901:** An enlargement of a USGS Topographic map for this year provides an overview of the extent of filling activity at the site from that year to the present. The darkened area represents fill.
- IV-7            **1887:** This Sanborn Fire Insurance Map provides a great deal of detail on the operation of the Poughkeepsie Glass Works and the Fallkill Iron Works. The Glass works had been destroyed in 1881 by the first of two major fires and rebuilt. Figure IV-4 is a photograph of the site at this time. A key to reading the Sanborn Maps is provided in Appendix H.
- IV-8            **1913:** This Sanborn Fire Insurance Map shows the remnants of the Fallkill Iron Works scheduled to be torn down. The Poughkeepsie Glass Works is depicted in detail. The plant layout has changed since 1887 because the Glass Works was destroyed by fire in 1897 and rebuilt. Notice the storage area for chemicals on the north side of the plant; a buried oil tank; and a machine shop.
- IV-9            **Undated:** A view of the Poughkeepsie Glass Works facing north. The Fallkill Iron Works can be seen to the north.
- IV-10           **1914:** A view of the A.C. Dutton lumber yard facing west. The remnants of the Fallkill Iron Works no longer exist.
- IV-11           **Undated:** The A.C. Dutton Lumber Corporation operated on both sides of Dutchess Avenue, as did its predecessor, the Poughkeepsie Glass Works. The tank in the background (center) is owned by Central Hudson Gas and Electric Corporation. Central Hudson now owns all the land to the south of Dutchess Avenue.
- IV-12           **Undated:** The A.C. Dutton Lumber Corporation facing north. The three lumber storage sheds which appear on maps from 1914-1966 are partially visible at the top right of the photo.
- IV-13           **1913:** This map provides additional shoreline information for this year. The sources are both dated 1913. One of the sources used is a 1913 contour map prepared for the A.C. Dutton Corporation. The contour map shows the Fallkill Iron Works buildings, although they are unmarked. The other source, a Sanborn Fire Insurance Map, shows only the remains of the Iron Works. Historical accounts indicate that the Iron Works operated in the early twentieth century. Perhaps it was in this year that the Iron Works ceased operation and the buildings were torn down.

- IV-14            **1917/1919:** The Dutton Lumber operation has expanded. More filling in of the river has occurred. A number of accessory buildings associated with the Glass Works have disappeared. The Duttons have constructed new buildings; a storage shed at the south end of the site along the river; three large sheds used for the storage of lumber have been constructed to the north of the old Glass Works plant; and a triangular warehouse and a storage shed appear west of that. Two pile wharfs and a crib dock have been built. The slip has been filled in as well as land to the north of Kidney Creek. A mill has been constructed at the crib dock and a two-story brick building used as a shavings vault has been erected south of that. The vault was used to store and bale wood shavings from the mill.
- IV-15            **1921:** The area of fill has been extended to the north. The shed to the west of the triangular building and a storage shed at the south end of the site are gone. A frame loading platform for lumber has been constructed next to the railroad tracks.
- IV-16            **1930:** One of the storage sheds at the northern boundary of Dutchess Avenue and the shed at the southwest corner of the site are gone. An attachment to the shavings vault has been built and a small building constructed next to it. The Sanborn Fire Insurance map for this year shows a 110 gallon buried kerosene storage tank located to the east of the vault. The same source marks the location of a 20,000 gallon buried gasoline storage tank just south of the loading platform. A new dock line is apparent north of the mill.
- IV-17            **1950:** The two hangar buildings which today house the north and south treatment plants are shown. These buildings were constructed in the summer of 1949. The northern hangar was used as a mill at this time. The mill formerly located to the west of this building on the shore is gone. The hangar building to the south was used for lumber storage. The main building of the former Glass Works plant is being used for lumber storage. The shed to the east of it serves as a repair shop, locker room, and garage. The small office building on the north side of Hoffman Street no longer exists. A brick office and dormitory building has been built to the west of it. The storage shed on Dutchess Avenue no longer exists. No shoreline information is available to the north of the area indicated.
- IV-18            **1966:** An aerial photograph for this year shows few changes. Building additions to the shavings vault have disappeared and only the original two story brick structure remains. The nineteenth century house at the southeastern corner of the property is also gone.

## V. ASSESSMENT OF CONTAMINATION

As has been discussed, the A.C. Dutton Lumber Corporation and the New D Corporation sites have been used for various manufacturing operations since the mid-nineteenth Century. Figure V-1 shows the location of each potential area of waste disposal or where chemicals were used and possibly released. These areas are also briefly discussed below.

Over a period of more than one hundred years large portions of both sites have been filled. The fill consisted in part of rock and ash, but large portions of the site were filled with unknown materials. As can be seen in Figures IV-1 through IV-18 most of the filling activity occurred prior to 1919. Except for a green stain found in areas near the north treatment plant, no visible signs of contamination exist on the site ground surface. None of the individuals interviewed and none of the historical maps indicated the presence of on-site waste disposal.

Sources of potential CCA contamination include those areas of the facility used for the storage of freshly treated lumber; the area beneath the north treatment plant and the area adjacent to the southern wall of that plant. Other areas which potentially contain in-place chemicals are in the vicinity of the underground gasoline storage tank; the underground kerosene storage tank; and the underground oil tank, former chemical storage area and the former machine shop area associated with the Poughkeepsie Glass Works plant. Potential sources of heavy metals include the ash from the Central Hudson Gas Plant which was used as fill and the slag generated by the Iron Works and Glass Works; and foundry waste.

Consideration was given to preparation of an HRS score for these sites. During this process it was determined that potential chemical disposal on this site has no impact on air resources; constitutes no threat of fire or explosion; and is not a threat via direct human contact. There are two possible environmental vectors of transport of chemicals from the site - groundwater and surface water. No HRS score has been generated for either of these potential vectors because data that are critical to this ranking system will not be available until a Phase II investigation is complete.

## VI. PHASE II WORK PLAN

This work plan has been developed solely for the A.C. Dutton Lumber Corporation property. The development of a proposed Phase II work plan for the New D Corporation property is beyond the scope of this report. In order to conduct a complete Phase II investigation for both properties, the involvement of other potential responsible parties would be required. These potential responsible parties include Central Hudson Gas and Electric Corporation with respect to alleged ash disposal on both properties and the New D Corporation.

The objective of the Phase II investigation is to characterize the impact of any on-site chemicals on potential receptors. In this case, the potential receptors are the aquatic life in the Hudson River and the City of Poughkeepsie drinking water intake. The impact of on-site chemicals would be identified through:

- Characterization of the quality of groundwater entering the site from adjacent properties and leaving the site, and the water quality of Kidney Creek as it enters and leaves the site.
- Characterization of the groundwater flow regime and the quantity of groundwater transport across the site.
- The investigation will be used to calculate the mass transport of chemicals, if any, from the subsurface environment to surface water and the degree to which this transport has reached steady state .
- The mass transport data will be used to assess the impact of chemical transport, if any, on the aquatic environment and the City of Poughkeepsie drinking water supply.
- If contamination is identified and it is determined to constitute a significant threat to the environment, a work plan will be developed for the completion of a Remedial Investigation and Feasibility Study. The RIFS will include the characterization of any sources and their potential for remediation.

To accomplish the above, the following tasks will be undertaken:

#### **Task 1 - Mobilization and Site Reconnaissance**

Site reconnaissance will be performed to examine general site access for Phase II studies. Site reconnaissance will familiarize key project personnel with the site, enable the project geologists to evaluate current accessibility to tentative boring/well locations, and enable the project Health and Safety Officer to develop specific health and safety requirements for field activities. Emergency, fire, and hospital services will be identified. Based on the Phase I study, it is expected that field activities will require only Level D health and safety protective measures.

#### **Task 2 - Preparation of Final Sampling Plan**

All data collected during Task 1 will be evaluated to finalize sampling and boring/well locations. The final sampling plan will be developed. The plan will include final drilling and sampling locations and methods, boring and well specifications, and reference pertinent portions of the QA/QC Plan.

#### **Task 3 - Test Borings and Observation Wells**

The drilling program will be implemented under the full time supervision of a geologist. It is anticipated that hollow-stem auger drilling method will be used in the unconsolidated sediment and NX-coring in bedrock. Alternatively, air rotary drilling may be used. Prior to the drilling of each boring/well, and at the completion of the last boring/well, the drilling equipment which comes in contact with subsurface materials will be steam-cleaned, as well as the split-spoon sampler after obtaining each sample. Soil sampling will be performed as needed using a split-spoon sampler. An HNU will be used to monitor the potential organic vapors emitted during drilling operations and from each soil sample. Soil samples exhibiting high HNU readings, unusual coloration, or visible waste product, will be identified as described. Samples of major soil/unconsolidated sediments will be collected for grain-size and physical characterization.

Standard construction of such a well will include threaded-joint PVC screen and an appropriate length of PVC riser with a bottom plug cap, sand pack, bentonite seal, and protective surficial steel casing with a locking cap. Standard construction of any well completed in bedrock will include 4-in. or 6-in. diameter steel pipe set approximately 5 feet into bedrock, grouted to ground surface, and completed with a locked steel cap.

A. Monitoring wells

Monitoring wells will be installed upgradient and downgradient of the site. These wells will be used to determine the quality of water entering and leaving the site.

B. Boring Log

Well logs will be made for each boring based on inspection of cuttings and rate of drill speed.

C. Water Quality

Organic and inorganic chemical analyses will be made of water samples from each monitoring well.

D. Piezometric Surface Data

The water level in each monitoring well will be measured within a few days of completion of drilling. These data will be used to calculate existing groundwater flow patterns.

Upon completion and development of the wells by air surging/pumping, the vertical elevation of the upper rim of each well casing and the horizontal location will be surveyed in order to aid in evaluation of the groundwater flow direction. Short-term, low-yield pumping tests or slug tests will be performed as needed.

**Task 4 - Sampling**

All sampling and analysis will be conducted in accordance with the project QA/QC Plan. The analytical program will include metals and volatile organic compounds. Based upon the currently available information, collection and analysis of the following numbers and types of samples is recommended:

Groundwater samples (two from each Phase II well).

Surface water collected upstream and downstream in Kidney Creek.

Sampling locations are likely to include upgradient and downgradient groundwater locations.

#### **Task 5 - Contamination Assessment**

The data obtained during the records search and field investigation will be evaluated and used to: prepare HRS scores and documentation forms; complete EPA Form 2070-13; summarize site history, characterize available analytical data; and characterize any releases from the site.

#### **Task 6 - Final Phase II Report**

The Phase II report will include:

A. Site Characterization

- Boring logs
- Surficial geology review
- Bedrock geological review
- Hydrogeological review
- Chemical transport review
- Maps
  - surficial geology
  - water table contour map
  - water quality maps
  - monitor well maps

- bedrock contour map

B. Final HRS scores with detailed documentation.

**Task 7 - Project Management/Quality Assurance**

A Project Manager will be responsible for the supervision, direction, and review of the project activities on a day-to-day basis. A Quality Assurance Officer will ensure that the QA/QC Program protocols are maintained and that the resultant analytical data are accurate.



Figure I-1 - Site location Map. Poughkeepsie Quad  
USGS 7.5 minute series. Photorevised in 1982.  
Scale is 1:24000.



Figure I-3



Figure I-4



NEW D CORPORATION

A.C. DUTTON LUMBER CORPORATION

HUDSON RIVER

SKETCH MAP  
Figure 1-2



Figure I-5



Figure I-6



Figure I-7



Figure I-8



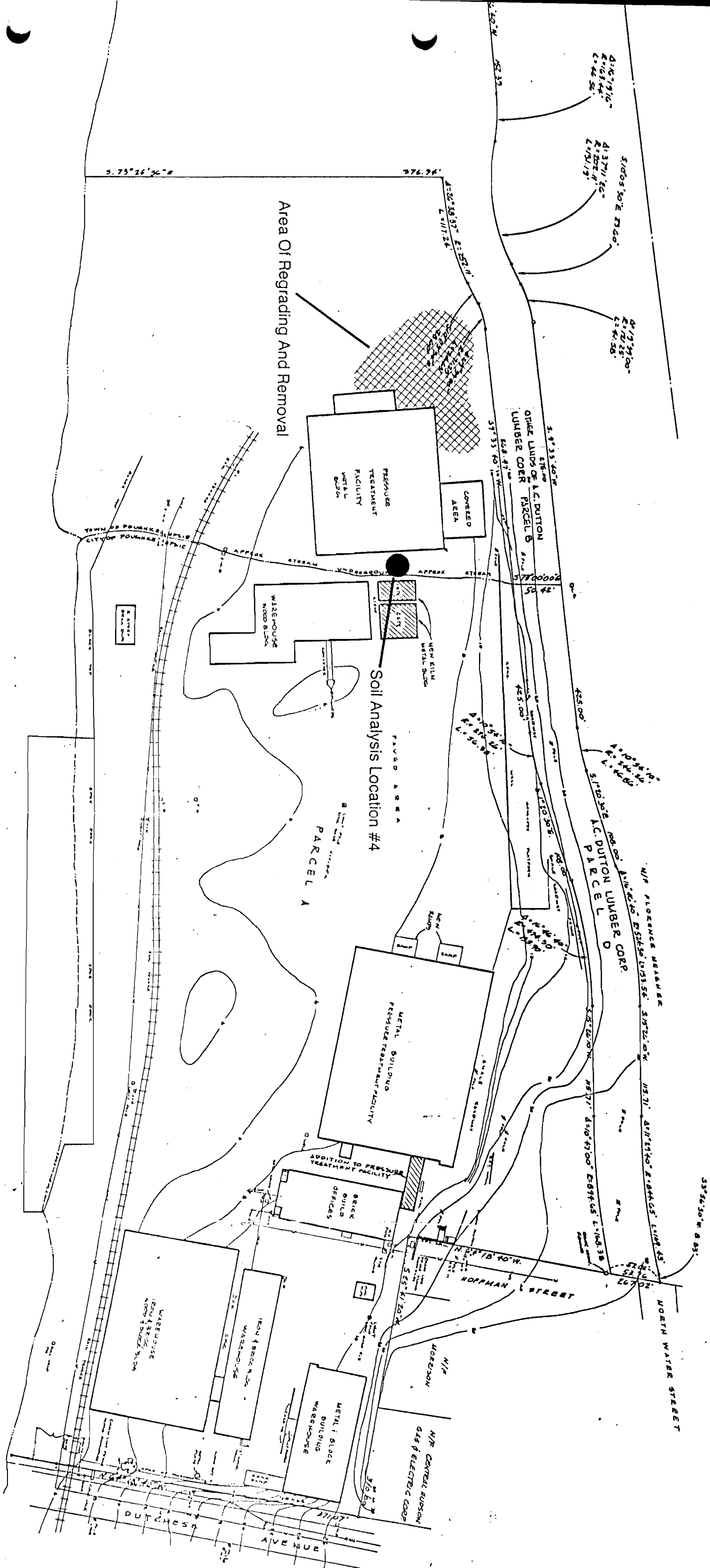
Figure I-9



Figure I-10



**Figure III-1 - Miron Lumber Corporation site location.  
Pleasant Valley Quad USGS 7.5 minute series.  
Photorevised in 1981. Scale is 1:24000.**



HUDSON RIVER

Figure III - 2

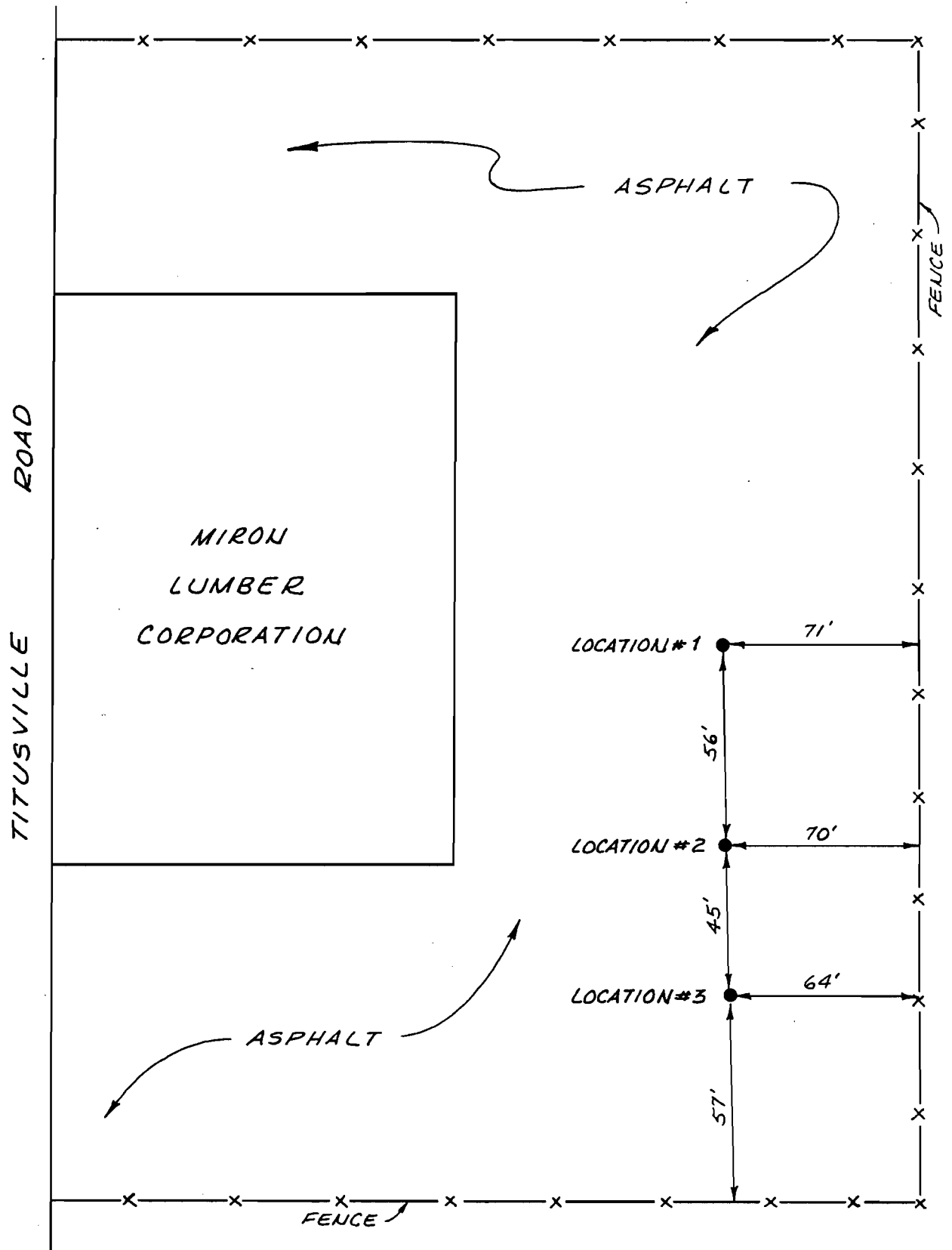
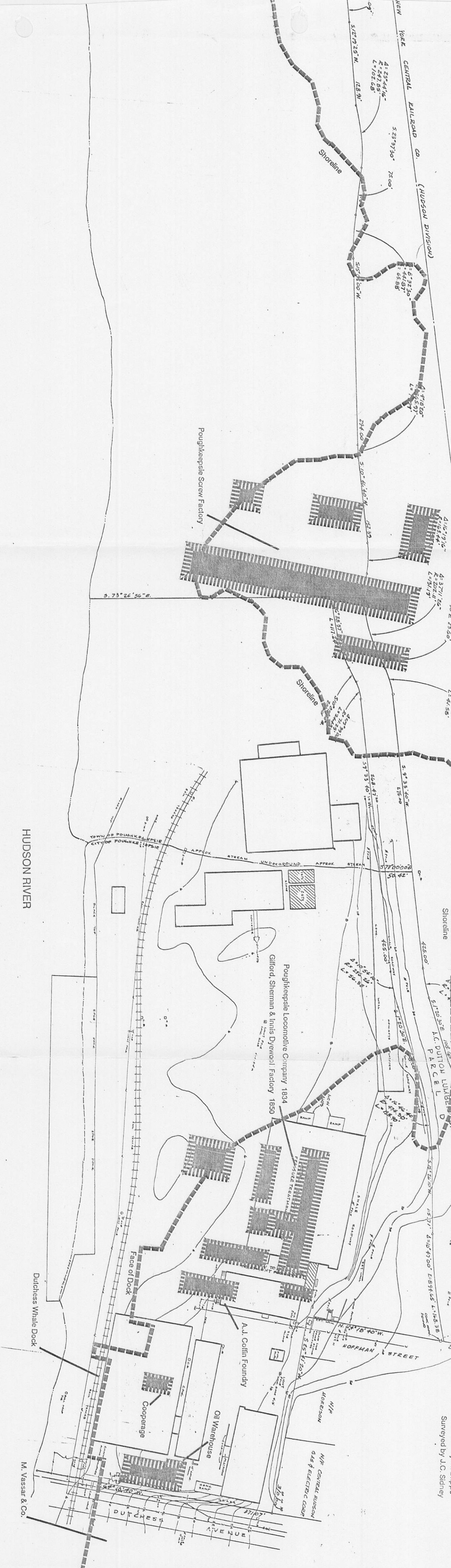


FIGURE III-3



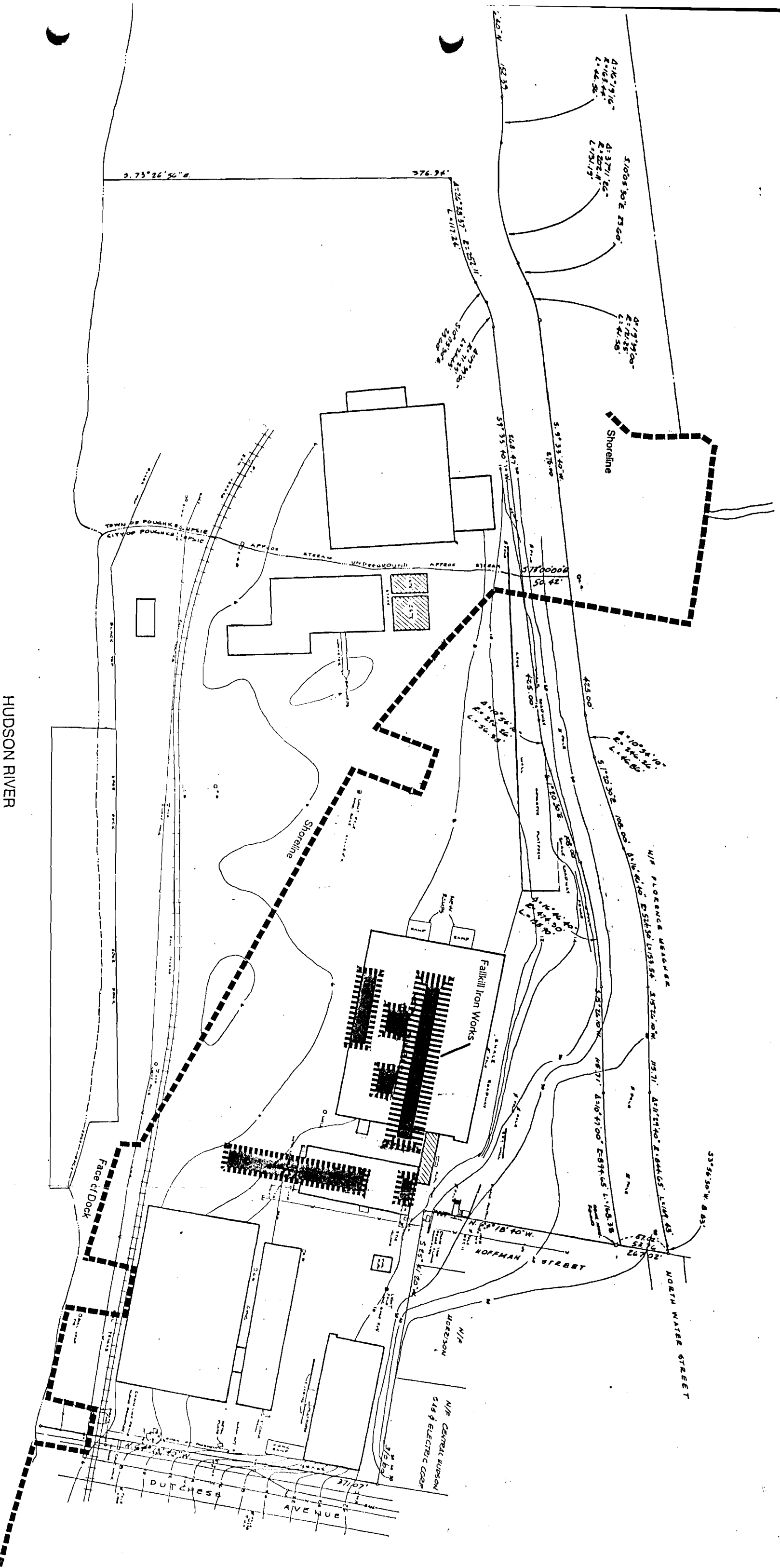
Figure III-4 - The hole in the roof of the north treatment plant (south side) is allegedly the location of an overflow vent for the storage tank. CAA solution reportedly ran out of this overflow vent and onto the ground when the operator failed to shut down the intake valve to the storage tank.



Surveyed by J.C. Sidney

Figure IV-1

Source: "Poughkeepsie"  
Surveyed & Drawn by B. Nichols  
Published by Stranahan & Nichols



HUDSON RIVER

Figure IV-2

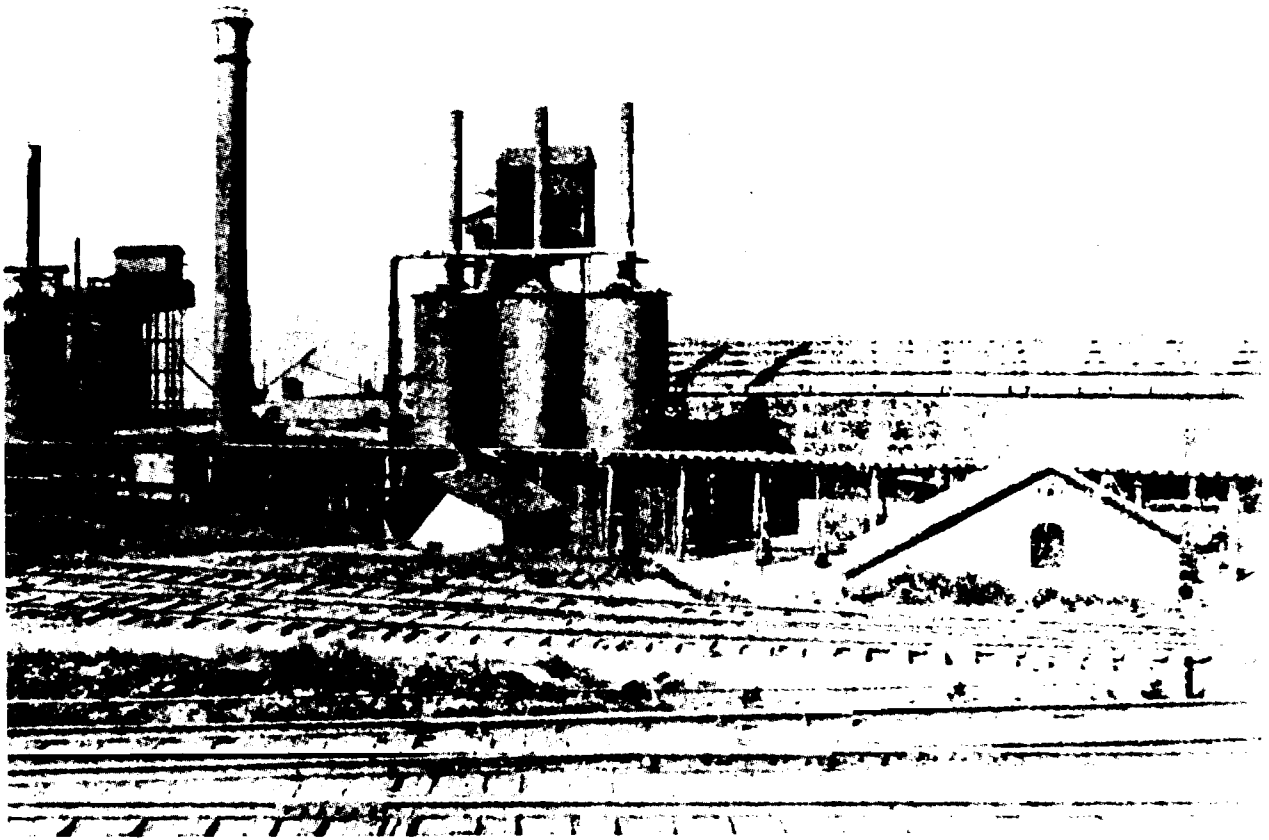


Figure IV-3 - The Fallkill Iron Works produced iron from 1860 until the early 20th century. The company merged with the Poughkeepsie Iron Works in 1875 under the ownership of Albert Tower. From Smith's History of Dutchess County.

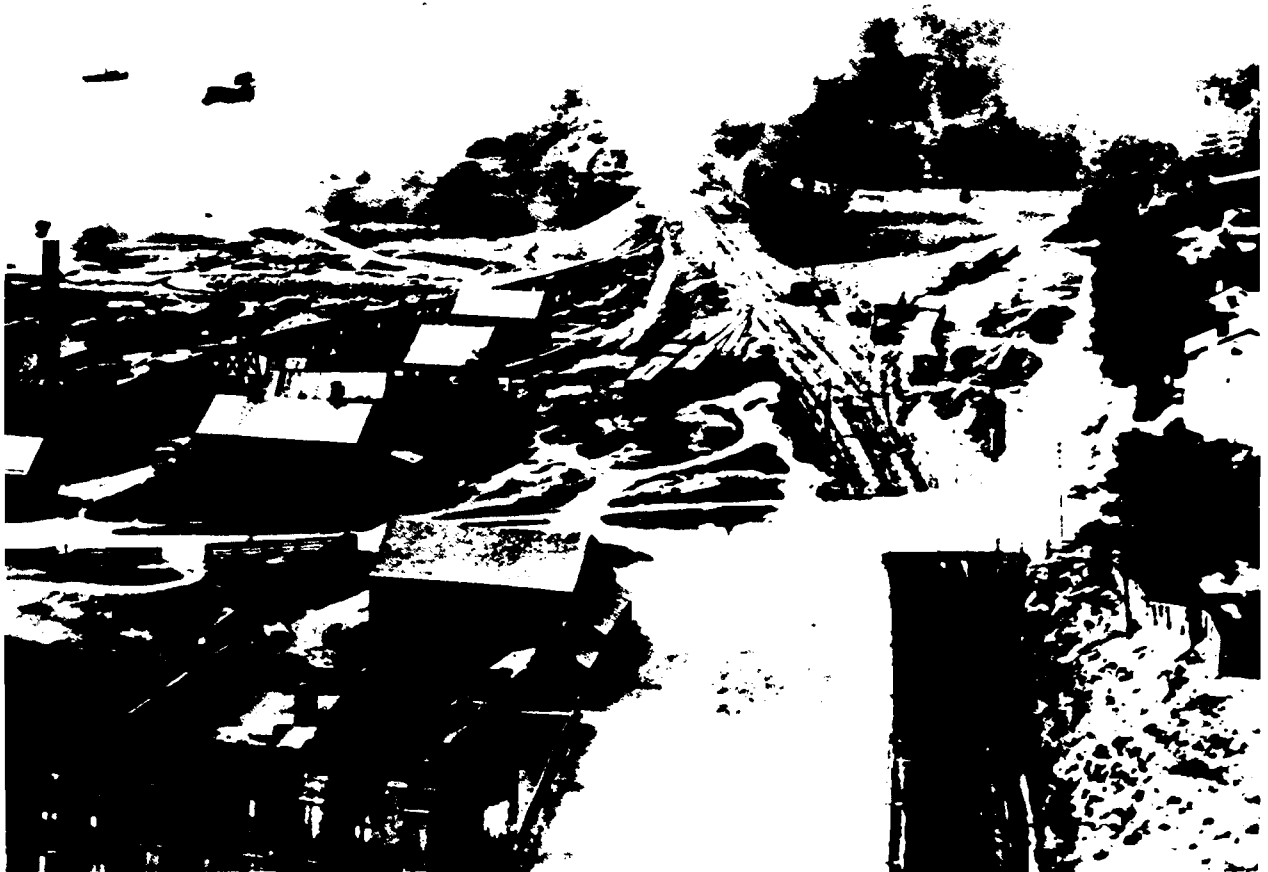


Figure IV-4 - Poughkeepsie Iron Works (Fallkill Iron Works) are visible at the far left. This view of the site shows Hoffman street running east to west through the property. A comparison of this photograph with the Sanborn Fire Insurance map of 1887 (Figure IV-7) clarifies the location and use of the buildings. Adriance Memorial Library, Local History Collection.

Source: Sanborn Fire Insurance Map  
November 1887

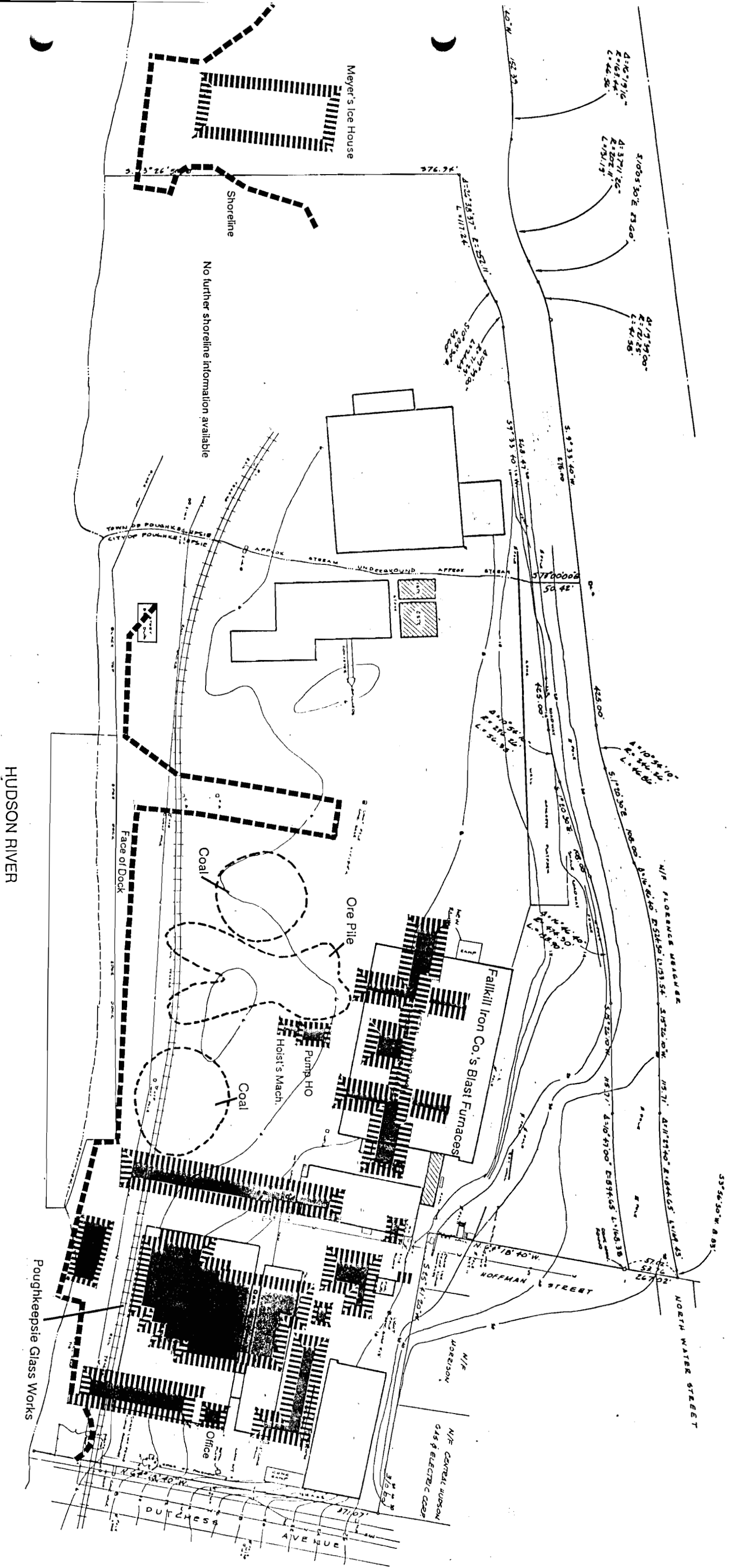


Figure IV-5



Figure IV-6 - Site location. U.S. Geological Survey topographic map, 1901. Not to scale.

Meriden as per Liber 1241 02278

CITY OF Poughkeepsie

Approved by:

City Engineer

Sup. of Public Works

File Department

Date

Refer to  
Map of Hoffman, Wingston & Phillips Property  
Filed October 23, 1985 as map 14173

NORTH WATER ST.

HOFFMAN ST.

AVENUE

DUTCHESS

A. C. DUTTON LUMBER CORPORATION  
CITY AND TOWN OF Poughkeepsie  
DUTCHESS COUNTY  
NEW YORK

OCTOBER 26, 1992

SCALE 1 in = 50 ft

by  
GODFREY A. BACLEY  
LAND SURVEYOR  
NEW YORK STATE LICENSED LAND SURVEYOR  
LICENSE # 43853

- NOTES
1. Division of this document, except by a licensed Land Surveyor, is illegal.
  2. All certifications are valid for this map and copies thereof only if said map or copies bear the mapmaker's seal of the surveyor whose signature appears thereon.
  3. Discrepancies, improvements or encroachments, if any, are not shown on this map.
  4. Deeded property lines represent former boundaries derived from old maps, records and unrecorded and deeds of record.
  5. Certain interior foundations, structures and improvements, shown in this map, are assumed to be the property of the owner of the land.
  6. Although not clearly definable, this stream appears to be the division line between the city and town of Poughkeepsie.
  7. Certain low lying portions of this property are subject to flooding by a 100 year frequency storm as determined by the U.S. Dept. of Interior, Corps of Engineers. The exact definition of such areas cannot easily be determined from information received. However, a survey made to show this information.

- LEGEND
- o Pole
  - Hydrant
  - Manhole
  - Drop inlet drain
  - Power lines
  - Dead lines

Surveyed by  
A. C. Dutton  
12/21/85

THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
THE NEW YORK STATE DEPARTMENT OF TAXATION  
THE NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES  
THE NEW YORK STATE DEPARTMENT OF HEALTH  
THE NEW YORK STATE DEPARTMENT OF EDUCATION  
THE NEW YORK STATE DEPARTMENT OF CORRECTIONS  
THE NEW YORK STATE DEPARTMENT OF LABOR  
THE NEW YORK STATE DEPARTMENT OF AGRICULTURE  
THE NEW YORK STATE DEPARTMENT OF TERRORISM PREVENTION  
THE NEW YORK STATE DEPARTMENT OF CULTURAL AFFAIRS  
THE NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT  
THE NEW YORK STATE DEPARTMENT OF GENERAL SERVICES  
THE NEW YORK STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
THE NEW YORK STATE DEPARTMENT OF LAND AND FORESTRY  
THE NEW YORK STATE DEPARTMENT OF NATURE CONSERVATION  
THE NEW YORK STATE DEPARTMENT OF PARKS, RECREATION AND HISTORIC PRESERVATION  
THE NEW YORK STATE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
THE NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
THE NEW YORK STATE DEPARTMENT OF VETERANS AFFAIRS  
THE NEW YORK STATE DEPARTMENT OF WORKFORCE DEVELOPMENT

SURVEYED BY  
BADEY & WATSON  
LAND SURVEYORS  
100 W. 10th St.  
Poughkeepsie, N.Y.  
12601

TOTAL AREA = 31.7 +/- Acres

PARCEL - A - 11.0 Acres  
City of Poughkeepsie  
4.0 Acres  
Town of Poughkeepsie  
15.0 Acres  
Total

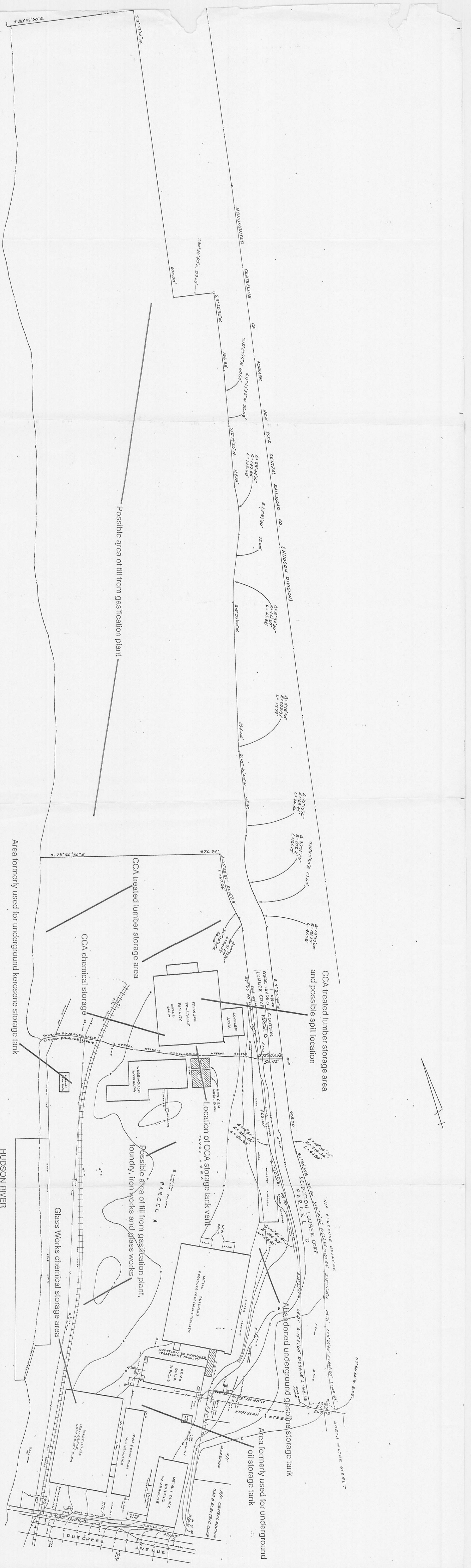
PARCEL - B - 16.2 Acres  
Town of Poughkeepsie

1354

FILED OCT 26, 1985

7354

FILE # 62



### Potential Areas of Waste Disposal and/or Release

Figure V-1



Figure IV-9 - The Poughkeepsie Glass Works as seen from the south. The Fallkill Iron Works can be seen to the northeast of the Glass Works. Dutchess Avenue runs east to west through the center of the photograph. A comparison of this photograph with the 1887 Sanborn Fire Insurance map clarifies the use of the buildings.

The Largest Lumber Terminal on the Atlantic Coast  
**THE A. C. DUTTON LUMBER CORPORATION'S DOCKS AND YARDS**  
 Poughkeepsie, New York

One-half Mile River Front—Twenty-eight Acres—Private Sidings on N.Y.C. & H.R.R.R.—Direct Connections with  
 N.Y., N.H. & H.R.R.—Canal Barge Docks—Capacity 50,000,000 Pies



(Photograph taken in September, 1914, before removal of the water tower)  
 Where Three Great Currents Meet—Ocean Steamers, Railroads, Canal Barges—Giving Direct Distribution to the Four Parts of the Continent

Figure IV-10 - A view of the A.C. Dutton lumber yard facing west as it appeared in 1914. The old Poughkeepsie Glass Works can be seen on the left. All remnants of the Fallkill Iron Works have disappeared.

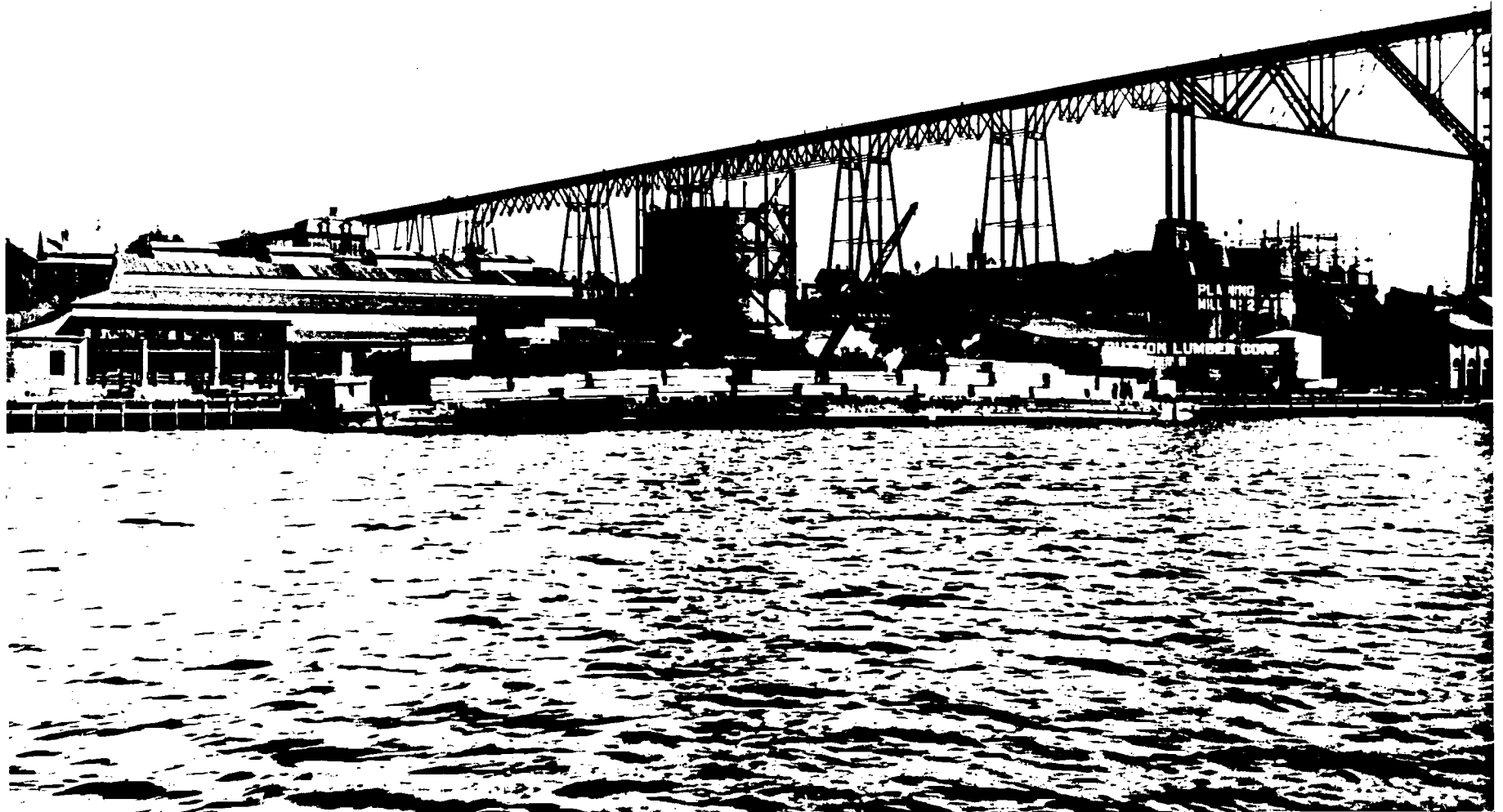


Figure IV-11 - The A.C. Dutton Lumber Corporation, circa 1914, as seen from the Hudson River. The old Poughkeepsie Glass Works plant is on the left. Gantry cranes are visible in the center. During this period the A.C. Dutton Lumber Corporation also operated a mill on the south side of Dutchess Avenue which was the former location of the extension of the Glass Works. The building in the foreground (left) was destroyed by fire on October 31, 1987. The Dutton Lumber buildings to the south of Dutchess Avenue no longer exist.



Figure IV-12 - View of the A.C. Dutton Lumber operation facing north, circa 1914. Three lumber storage sheds which appear on maps from 1914-1966, can be seen on the top right of the photograph. The two story brick building on the shore is a baling operation for shavings from the mill.

Source: "Property of A.C. Dutton Lumber Corp."  
G.M. Briggs, Engineer  
March 1921

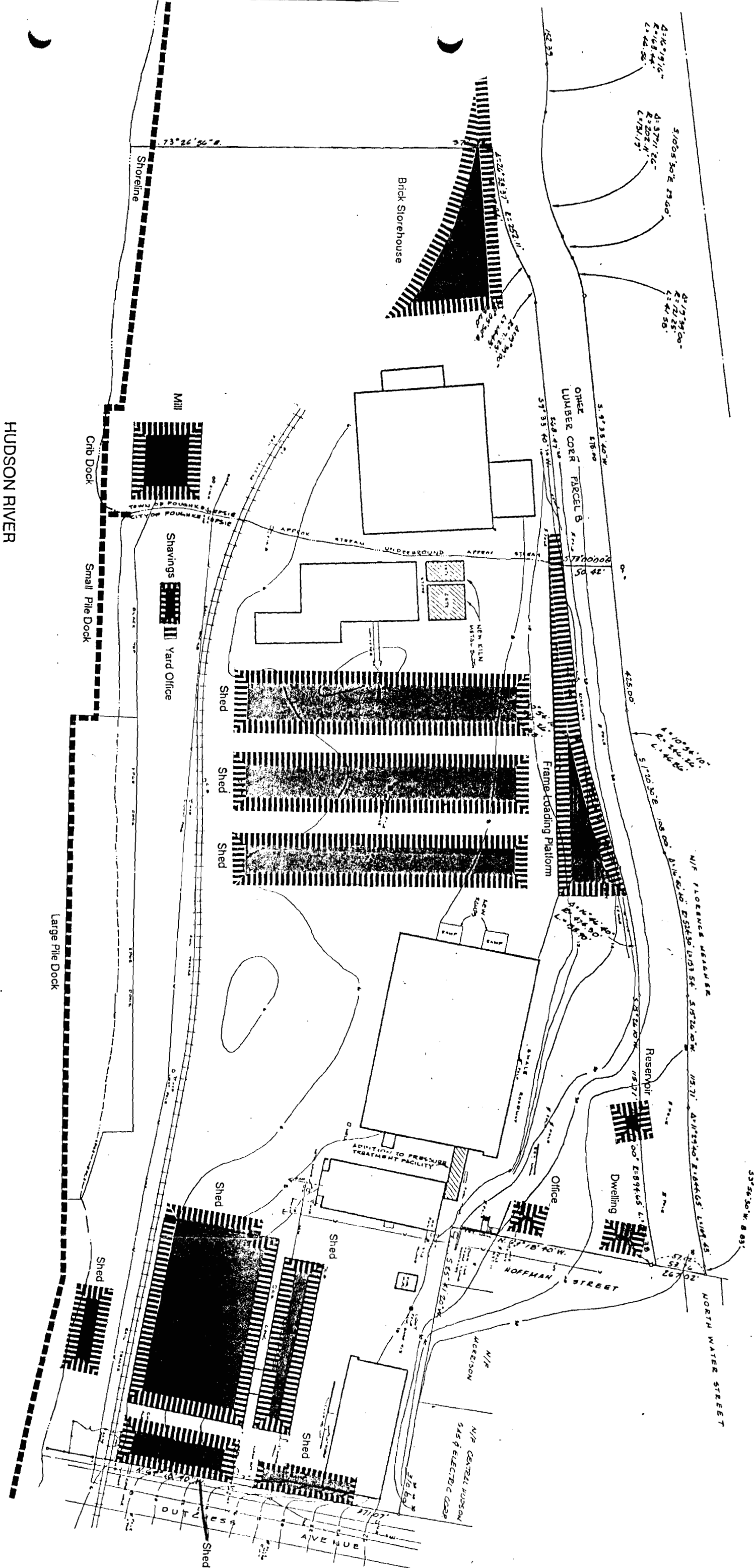


Figure IV-15

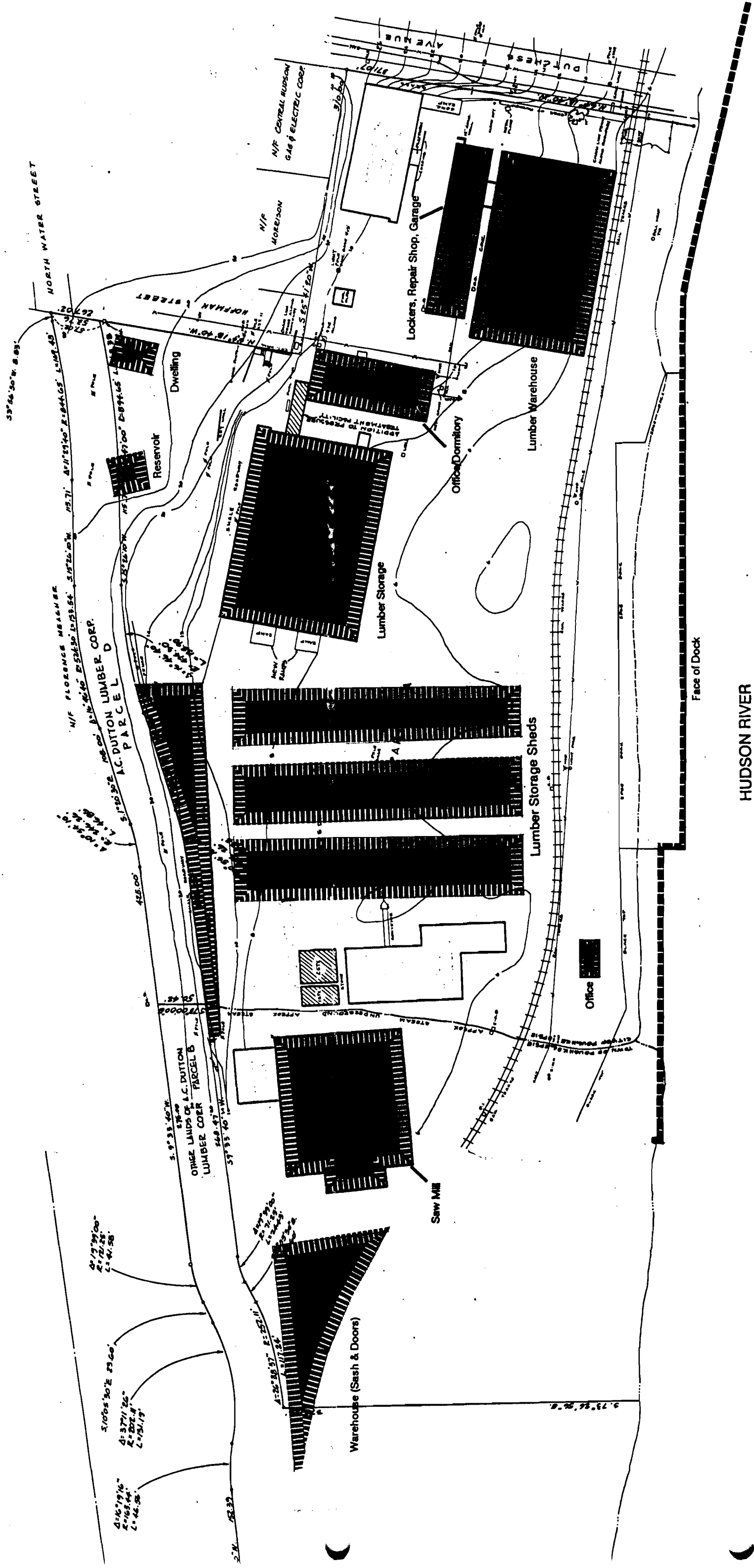


Figure IV-17

Source: Aerial Photograph  
Air Survey Corporation  
Reston, VA  
April 1966

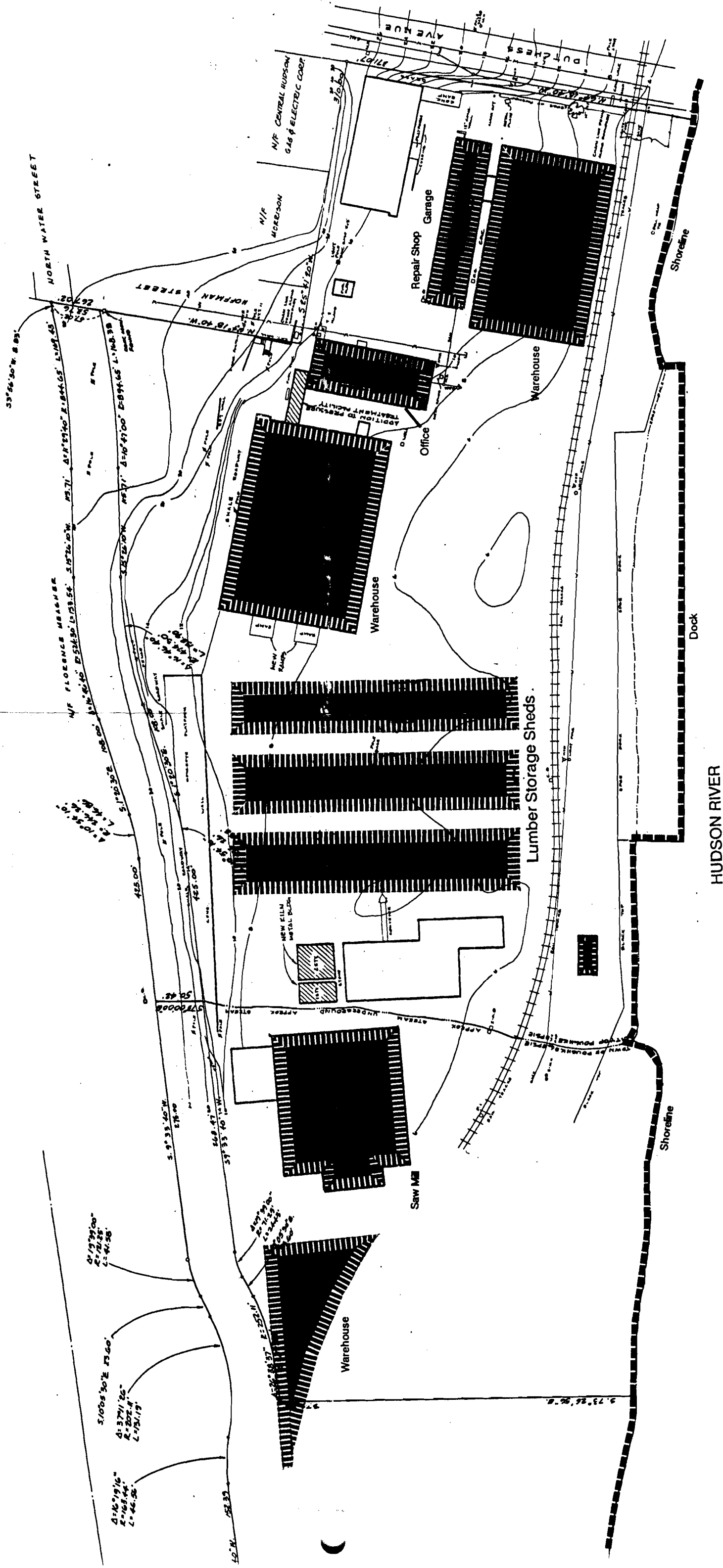


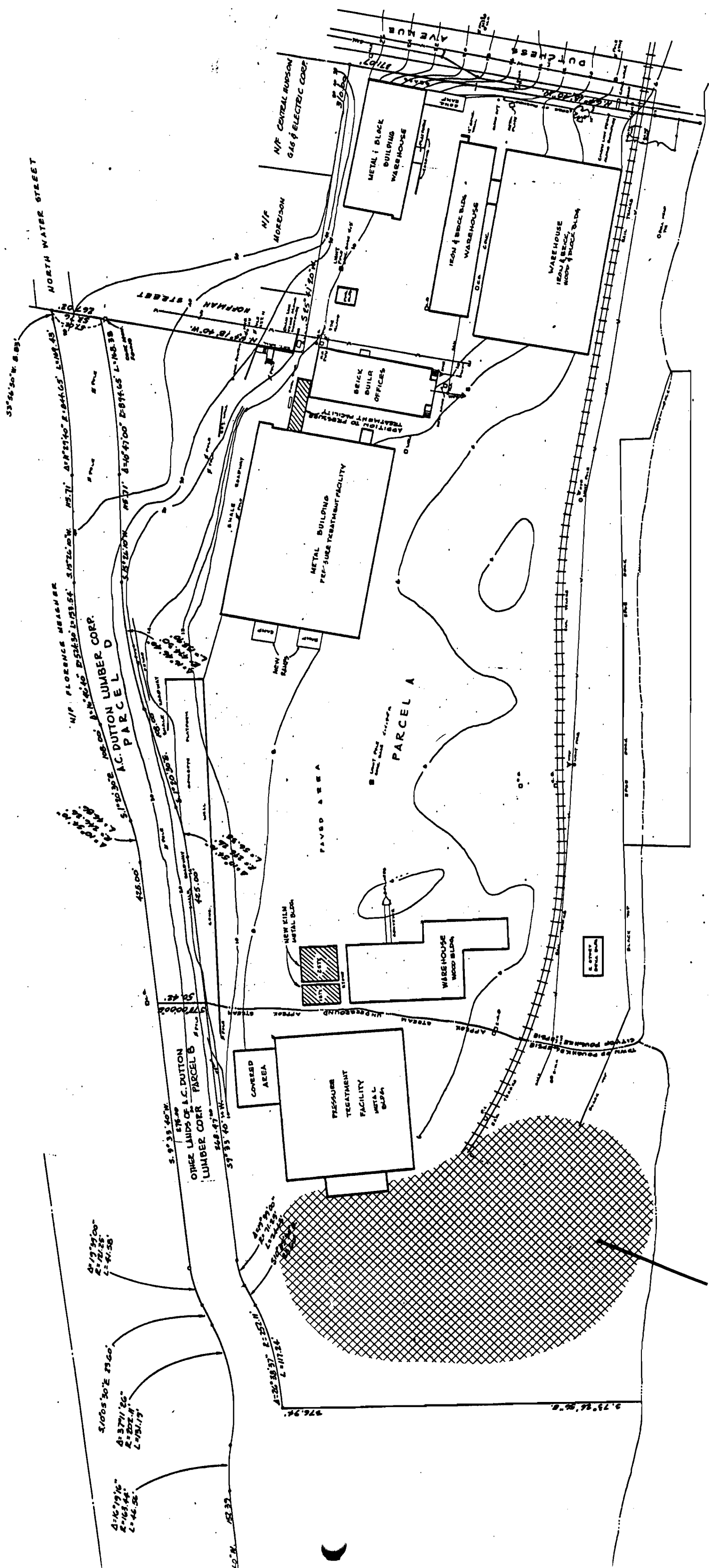
Figure IV-18



Figures IV-19 & 20 - Storage and drying of dredge spoils taken from intake screens at the Indian Point No. 3 Nuclear Power Plant in Buchanan, New York. Top photograph is a view from the north; the bottom photograph is a view from the south.



## FIGURE IV-21



Alleged Storage Area For Freshly Treated Lumber

HUDSON RIVER

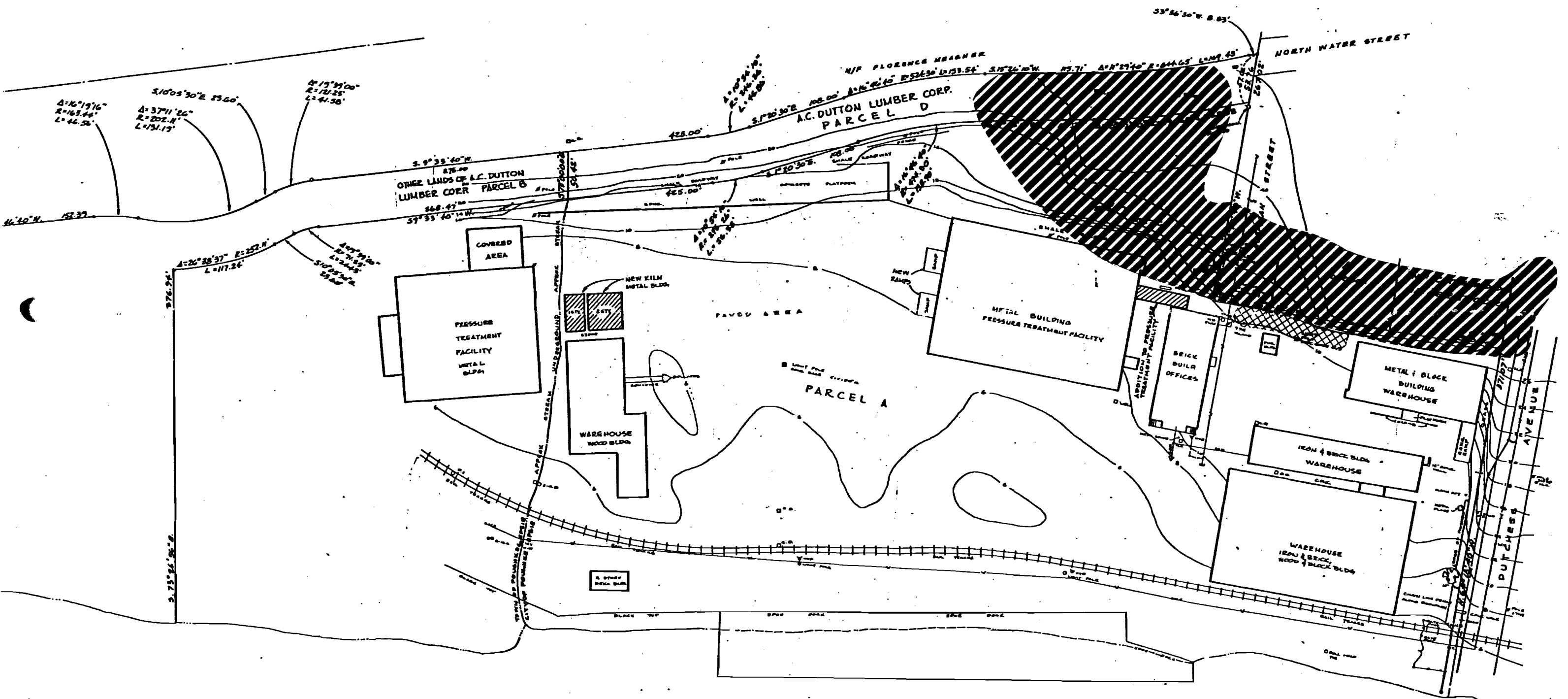
FIGURE IV-22



Bedrock At Or Near Surface



Bedrock Weep or Spring



HUDSON RIVER

**BEDROCK MAP**  
Figure IV-23

# EnviroTest Laboratories Inc.



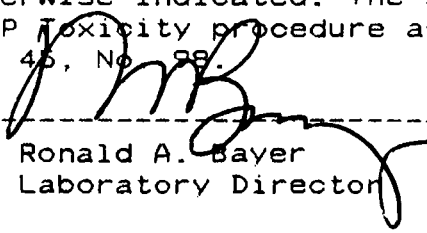
315 Fullerton Avenue  
Newburgh, NY 12550  
(914) 562-0890

LAB#: 58760-002 DATE REC'D: 87/10/15 DATE COLL'D: 87/10/15 STATUS: closed  
LNAME: Milton Chazen FNAME:  
STREET: CITY: STATE: ZIP:  
SPL LOCATION: Dutton Lumber 0-8 inches

REPORT TO: same  
BILL TO: same

|               |               |              |
|---------------|---------------|--------------|
| T COLI:       | Cr+6 :        | COD :        |
| F COLI:       | Phenol:       | HARD-T :     |
| SPC :         | CN :          | Ca Hard:     |
| F :           | B :           | SO3 :        |
| NO3 :         | Br :          | Cl :         |
| NO2 :         | Color :       | Alk :        |
| T-PO4 :       | Odor :        | BOD-Inf:     |
| O-PO4 :       | Turb :        | BOD-Eff:     |
| SO4 :         | pH :          | BOD-S :      |
| MBAS :        | LI :          | TSS-Inf:     |
| SiO2 :        | Cond :        | TSS-Eff:     |
| H2S :         | NH3-T :       | MLSS :       |
| NH3-C :       | TKN :         | MLVSS :      |
| TS :          | Ca :          | K :          |
| VS :          | Cr : 0.05     | Se : <2 ug/l |
| TDS :         | Co :          | Ag : <0.01   |
| SS :          | Cu :          | Na :         |
| % SOL :       | Au :          | Tl :         |
| G & O :       | Fe :          | Sn :         |
| Al :          | Pb : <0.05    | Ti :         |
| Sb :          | Mg :          | V :          |
| As : 950 ug/l | Mn :          | Zn :         |
| Ba : <0.05    | Hg : 0.9 ug/l | THM :        |
| Be :          | Mo :          | TOC :        |
| Cd : <0.01    | Ni :          |              |
|               | Pd :          |              |

Remarks: All results in mg/l unless otherwise indicated. The subject sample was homogenized then subjected to the EP Toxicity procedure as described in the May 19, 1980 Federal Register, Vol. 45, No. 98.

  
Ronald A. Bayer  
Laboratory Director

10/28/87

# EnviroTest Laboratories Inc.



*log copy*

315 Fullerton Avenue  
Newburgh, NY 12550  
(914) 562-0890

LAB#: 58900-001 DATE REC'D: 87/10/21 DATE COLL'D: 87/10/21 STATUS: CLOSED  
LNAME: Milton Chazen FNAME:  
STREET: CITY: STATE: ZIP:  
SPL LOCATION: Miron Lumber, Titusville Rd. #1115 MCA CRTW S#1

REPORT TO: same  
BILL TO: same

|               |                |                |
|---------------|----------------|----------------|
| T COLI:       | Cr+6 :         | COD :          |
| F COLI:       | Phenol:        | HARD-T :       |
| SPC :         | CN :           | Ca Hard:       |
| F :           | B :            | SO3 :          |
| NO3 :         | Br :           | Cl :           |
| NO2 :         | Color :        | Alk :          |
| T-PO4 :       | Odor :         | BOD-Inf:       |
| O-PO4 :       | Turb :         | BOD-Eff:       |
| SO4 :         | pH :           | BOD-S :        |
| MBAS :        | LI :           | TSS-Inf:       |
| NO2 :         | Cond :         | TSS-Eff:       |
| H2S :         | NH3-T :        | MLSS :         |
| NH3-C :       | TKN :          | MLVSS :        |
| VSS :         | Ca :           | K :            |
| TS :          | Cr : 0.09      | Se : <2.0 ug/l |
| VS :          | Co :           | Ag : <0.01     |
| TDS :         | Cu :           | Na :           |
| SS :          | Au :           | Tl :           |
| % SOL :       | Fe :           | Sn :           |
| G & D :       | Pb : 0.09      | Ti :           |
| Al :          | Mg :           | V :            |
| Sb :          | Mn :           | Zn :           |
| As : 275 ug/l | Hg : <0.4 ug/l | THM :          |
| Ba : 0.06     | Mo :           | TDC :          |
| Be :          | Ni :           |                |
| Cd : 0.02     | Pd :           |                |

Remarks: All results in mg/l unless otherwise indicated. The subject sample was homogenized then subjected to the EP toxicity procedure as described in the May 19, 1980 Federal Register, Vol. 45, No. 98.

*Ronald A. Bayer*  
Ronald A. Bayer  
Laboratory Director 10/27/87

# EnviroTest Laboratories Inc.



*logged  
Copeck*

315 Fullerton Avenue  
Newburgh, NY 12550  
(914) 562-0890

LAB#: 58900-003 DATE REC'D: 87/10/21 DATE COLL'D: 87/10/21 STATUS: CLOSED  
LNAME: Milton Chazen FNAME:  
STREET: CITY: STATE: ZIP:  
SPL LOCATION: Miron Lumber, Titusville Rd., #1115 MCA CRTW S#3

REPORT TO: same  
BILL TO: same

|               |                |                |
|---------------|----------------|----------------|
| T COLI:       | Cr+6 :         | COD :          |
| F COLI:       | Phenol:        | HARD-T :       |
| SPC :         | CN :           | Ca Hard:       |
| F :           | B :            | SO3 :          |
| NO3 :         | Br :           | Cl :           |
| NO2 :         | Color :        | Alk :          |
| T-PO4 :       | Odor :         | BOD-Inf:       |
| O-PO4 :       | Turb :         | BOD-Eff:       |
| SD4 :         | pH :           | BOD-S :        |
| MBAS :        | LI :           | TSS-Inf:       |
| LO2 :         | Cond :         | TSS-Eff:       |
| H2S :         | NH3-T :        | MLSS :         |
| NH3-C :       | TKN :          | MLVSS :        |
| VSS :         | Ca :           | K :            |
| TS :          | Cr : 0.06      | Se : <2.0 ug/l |
| VS :          | Co :           | Ag : <0.01     |
| TDS :         | Cu :           | Na :           |
| SS :          | Au :           | Tl :           |
| % SOL :       | Fe :           | Sn :           |
| G & O :       | Pb : 0.11      | Ti :           |
| Al :          | Mg :           | V :            |
| Sb :          | Mn :           | Zn :           |
| As : 415 ug/l | Hg : <0.4 ug/l | THM :          |
| Ba : <0.05    | Mo :           | TOC :          |
| Be :          | Ni :           |                |
| Cd : 0.02     | Pd :           |                |

Remarks: All results in mg/l unless otherwise indicated. The subject sample was homogenized then subjected to the EP Toxicity procedure as described in the May 19, 1980 Federal Register, Vol. 45, No. 98.

*[Signature]*  
Ronald A. Bayer  
Laboratory Director 10/27/87

# EnviroTest Laboratories Inc.



*logged*  
*Copeid*

315 Fullerton Avenue  
Newburgh, NY 12550  
(914) 562-0890

LAB#: 58900-002 DATE REC'D: 87/10/21 DATE COLL'D: 87/10/21 STATUS: CLOSED  
LNAME: Milton Chazen FNAME:  
STREET: CITY: STATE: ZIP:  
SPL LOCATION: Miron Lumber, Titusville Rd., #1115 MCA CRTW S#2

REPORT TO: same  
BILL TO: same

|               |                |                |
|---------------|----------------|----------------|
| T COLI:       | Cr+6 :         | COD :          |
| F COLI:       | Phenol:        | HARD-T :       |
| SPC :         | CN :           | Ca Hard:       |
| F :           | B :            | SO3 :          |
| NO3 :         | Br :           | Cl :           |
| NO2 :         | Color :        | Alk :          |
| T-PO4 :       | Odor :         | BCD-Inf:       |
| O-PO4 :       | Turb :         | BOD-Eff:       |
| SO4 :         | pH :           | BOD-S :        |
| MBAS :        | LI :           | TSS-Inf:       |
| LO2 :         | Cond :         | TSS-Eff:       |
| H2S :         | NH3-T :        | MLSS :         |
| NH3-C :       | TKN :          | MLVSS :        |
| VSS :         | Ca :           | K :            |
| TS :          | Cr : 0.06      | Se : <2.0 ug/l |
| VS :          | Co :           | Ag : <0.01     |
| TDS :         | Cu :           | Na :           |
| SS :          | Au :           | Tl :           |
| % SOL :       | Fe :           | Sn :           |
| G & O :       | Pb : 0.11      | Ti :           |
| Al :          | Mg :           | V :            |
| Sb :          | Mn :           | Zn :           |
| As : 280 ug/l | Hg : <0.4 ug/l | THM :          |
| Ba : <0.05    | Mo :           | TOC :          |
| Be :          | Ni :           |                |
| Cd : 0.02     | Pd :           |                |

Remarks: All results in mg/l unless otherwise indicated. The subject sample was homogenized then subjected to the EP Toxicity procedure as described in the May 19, 1980 Federal Register, Vol. 45, No. 98.

*REC'D FR*  
Ronald A. Bayer  
Laboratory Director 10/27/87

**Appendix B**  
**Nineteenth Century Glass Making**

## Fe

As the years passed, the summer  
yields grew longer. Sometimes the  
last was closed three or four  
months instead of two. Sometimes,  
only one of the three tanks was in  
operation when the plants was open.  
Just before Christmas of 1917 the

1. *Journal of Management Studies*, 1997, 34, 1, 1-15.

plane and put it in shocks, where it was blown by compressed air. Then the men cut off the top with a pair of scissors. The plane wasn't nearly as fast as modern equipment, but they were much faster than hand blowing. As the years passed, the summer layoffs grew longer. The first plane was closed three or four months instead of two. Somewhere, only one of the three tanks was in operation when the plane was open. Just before Christmas of 1941 the

## CHAPTER II.—GLASS: ITS COMPOSITION, CLASSIFICATION, AND PROPERTIES.

**DIFFICULTY OF DEFINITION.**—It is extremely difficult, if not impossible, to give a definition of glass that shall be simple and yet embrace all substances to which the term is properly applied.

**GLASS, CHEMICAL AND COMMERCIAL.**—In chemistry many compounds of silica, borax, tin, antimony, and other substances are called glass, being known as "silicate glass", "phosphate glass", or "borax glass", according to the material of the compound. Indeed, any product of fusion that is hard and brittle and has the peculiar luster called vitreous is chemically known as glass. Commercially, however, the word glass is, with few exceptions, chiefly the enamels applied only to the silicates, or the compounds of silica, generally in the form of sand, with lime, soda, potash, the oxide of lead, and similar bases. The manufactured glass of commerce, however, is not a simple silicate, but, with one exception (water glass), is a fused mixture of two or more simple silicates. Flint glass, for example, is a double silicate of potash and lead; window-glass a tersilicate of potash, soda, and lime. In the process of manufacture, however, these simple silicates are not first separately produced and then fused, but the making of the "metal", as the fused glass is termed, is a double process, though a continuous one, the simple silicates of lime, or soda, or lead, or potash, as the case may be, being first formed in the pot of the glass-maker from the materials charged, and then, without any break in the continuity of the process, these simple silicates are fused in the same pot, and at the same melting, into the vitrified, non-crystalline material we know as glass. (a)

**CHIEF CONSTITUENTS.**—It will thus be seen that the principal and essential constituents of glass are silica or sand and an alkali, or sometimes a metallic oxide. The chief alkalies used are soda, lime, and potash, and the chief oxide is that of lead. Other oxides, as those of zinc, tin, and antimony, are sometimes used; and other materials, as manganese, oxide of iron, arsenic, etc., are found in glass, but they are there as impurities, or as materials used to correct impurities.

**VARIABILITY OF COMPOSITION.**—While these are the chief constituents, and while it is possible to indicate approximately the composition of the different kinds of glass, this composition, even in different specimens of the same kind, is by no means definite. The relative quantities of silica and the alkalies vary greatly. Flint or lead glass, for example, is made harder or softer as the proportion of sand is increased or decreased, though in these varying degrees of hardness it would be termed a silicate of potash and lead. The crystal, flint glass, and Strass of Ure's classification differ greatly in their properties, appearance, and composition, but each is regarded as a silicate of potash and lead. In a word, while glass is regarded as a chemical compound—a silicate—unlike most chemical compounds, it has no fixed definite composition in the several varieties. Indeed, though constant attempts have been made to produce as a commercial article a glass of that fixed, definite composition that experience has shown to be the best for a given kind, but little success has been attained, except, perhaps, at times at the celebrated plate-glass works of Saint-Gobain, France. The conditions of manufacture, especially in melting and the varying quality of the ingredients, preclude this. (b)

**APPROXIMATE COMPOSITION.**—Keeping in mind this variability in the composition of glass, the proportion of the essential ingredients in the chief varieties included in the report of the special agent may be given approximately as follows:

| Kind of glass.     | Silica.          | Soda.            | Lime.            | Potash.          | Oxide of lead.   | Oxide of iron.   | Alumina.         |
|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                    | <i>Per cent.</i> | <i>Per cent.</i> | <i>Per cent.</i> | <i>Per cent.</i> | <i>Per cent.</i> | <i>Per cent.</i> | <i>Per cent.</i> |
| Cast plate .....   | 74.0             | 12.0             | 6.5              |                  |                  |                  |                  |
| Window .....       | 73.0             | 13.0             | 13.0             |                  |                  |                  |                  |
| Lead flint .....   | 52.0             |                  |                  | 13.67            | 33.25            |                  |                  |
| Lime flint .....   | 73.3             | 14.5             | 12.7             |                  |                  |                  |                  |
| Green bottle ..... | 66.0             |                  | 26.0             | 2.00             |                  | 1                | 10               |

**DIFFICULTY OF CLASSIFICATION CHEMICALLY.**—It has been as difficult to make a classification of glass as to define it. This difficulty chiefly arises from the variability of composition, already noted, as well as from different writers considering glass from different standpoints, some regarding it chemically, others commercially. The

Ure defines glass as "a transparent solid formed by the fusion of siliceous and alkaline matter". (See Ure's Dictionary, article, glass.) Lavoisier, in his *Chemistry*, says: "Glass is a mixture of various insoluble silicates with excess of silica, altogether destitute of crystalline structure." Lantier, in his *Cabinet Cyclopaedia*, includes "all mineral substances which, on the application of heat, pass through a state of fusion into hard and brittle masses, and which, if then broken, exhibit a lustrous fracture". The definition of Dr. Bovey, of Germany, recently published, is perhaps the best. He says: "By glass, in the technical sense of the term, we understand a siliceous mixture which at a high temperature is thin fluid, and which, as the temperature falls, passes gradually through the penumbral fluid into the solid condition; in which, furthermore, the unassisted eye can perceive no crystalline structure, and which is impenetrable to both liquid and gaseous fluids."

a A discussion of the reasons for this lack of uniformity of composition belongs properly to chemistry.

It includes *lime glass* or the common *flint*, sometimes also called *German flint*, and, by many American manufacturers, *crystal glass*. It is a silicate of lime and soda or potash. The celebrated Bohemian glass is a lime glass, as is also the "*Gobeleterie*" of the French, which is a silicate of lime and soda, potash being used only in a better glass.

A second general subdivision of flint glass is:

*Lead glass*.—This is a silicate of potash and lead which has literally the ring of metal, and is distinguished from the lime glass by this ring and its greater specific gravity. It is also, as a rule, more brilliant. This glass is the crystal (*cristalle*) of the French and the true flint of the English.

*Strass* is a glass very rich in lead, used in the manufacture of artificial gems.

*Optical glass* is both a lead and lime glass, the former known in instrument-making as flint, and the latter as crown, but differing from the "crown" mentioned under "window-glass". These glasses are of different densities and refractive powers, and are used in the manufacture of achromatic object-glasses. The terms "flint" and "crown" glass are, according to Bontemps, applied on the continent of Europe exclusively to optical glass.

1. *GREEN GLASS*.—This is a coarse, greenish glass, often termed bottle-glass, it being used chiefly for common bottles. It is called in this country hollow ware, though the German *hohlglas*, or hollow glass, comprises all glass worked into the form of vessels or tubes. The American green glass is a silicate of lime, soda, alumina, and iron, the last two ingredients being found as impurities in the sand, the iron giving the glass its greenish hue.

To these varieties might be added many others, which it would exceed the scope of this report to mention. There are some varieties, however, that deserve notice. Among these are water glass, or soluble glass, a silicate of soda or potash, or both, which is highly alkaline, and is used in the manufacture of soap, as a vehicle in painting, a mordant in fixing colors, in the preparation of artificial hydraulic cement, and in the silification of calcareous stone.

*Enamel* is a silicate, borate, stannate, or antimoniate of potash or soda and lead.

*Hardened, toughened, or tempered glass* is not annealed, as is usual with glass, but is tempered in a hot, oily mixture, as in M. de la Bastie's process, or in peculiarly constructed molds, as in Siemens' process.

*Span glass* is a glass drawn into threads finer than silk and woven into small articles.

*Ground glass*.—The obscuring of the surface of sheet glass or flint-glass is accomplished by the friction of a stone wheel, or a movable rack with pebbles or little stones, water, and sand, or by the sand-blast, or by the fumes of hydrofluoric acid.

*Engraved and cut glass* the ground surface is removed in set forms and designs by the use of wheels of stone, wood, or iron, or by the use of hydrofluoric acid, producing both—

*Faceted and embossed glass*.

*Iridescent glass* is a reproduction by art of the beautiful iridescent colors of ancient glass that has been long buried.

To these varieties may be added the beautiful products of ancient and modern Venetian glass mentioned in the chapter on modern glass.

**SPECIFIC GRAVITY.**—The specific gravity of glass is a property of considerable importance in connection with the manufacture of object-glasses for achromatic telescopes and of artificial gems, though in the production of common glass but little attention is given to it. In general the power of refracting light increases with the increase of its specific gravity, though density and power of refraction are not strictly parallel.

The specific gravity of glass, as well as its brilliancy, varies with its composition, the heavier glasses being the most brilliant, as well as the softest. Lime glass is the lightest, bottle-glass comes next, and lead glass is the densest. Its density is also influenced by the degree of heat to which it has been exposed during its vitrification, being always least when the temperature has been greatest. The following are the specific gravities of the glasses named:

|                    |              |
|--------------------|--------------|
| Lime glass:        |              |
| Bohemian .....     | 2.396        |
| Plate glass:       |              |
| Saint-Gobain ..... | 2.488        |
| Clerbourg .....    | 2.506        |
| Window-glass ..... | 2.732        |
| Bottle-glass ..... | 2.732        |
| Lead glass:        |              |
| Common flint ..... | 2.9 to 3.255 |
| Optical .....      | 3.3 to 3.6   |

**CONDUCTIVITY AND TENSION.**—Glass is a bad conductor of heat and electricity, but all kinds are not equally adapted to become insulators, glasses rich in alkali being bad insulators. The tension and enforced equilibrium in the interior of a mass of glass rapidly cooled, as exhibited, for example, in Prince Rupert's drops, is well known.

**TENSILE AND CRUSHING STRENGTH.**—The tensile strength of glass is given at from 2,500 to 9,000 pounds per square inch, according to kind; crushing strength, 6,000 to 10,000 pounds per square inch. A sample of Millville

## CHAPTER III.—SAND.

**DIFFERENT PROPORTIONS OF SILICA IN GLASS.**—The chief constituent of glass, as well as the only one that enters into the composition of all its varieties, is silica. Though present in all glass, its relative proportion differs greatly, not only in the several varieties, but in different samples of the same variety, and sometimes in different specimens from the same pot or "melting". Indeed, as to its content, not only of silica, but of other ingredients, glass is a most capricious substance.

**SILICA IN DIFFERENT KINDS OF GLASS.**—Lead glass contains the least percentage of silica, ranging from 42 to 60 per cent., and cast-plate contains the greatest percentage, some analyses showing as high as 79 per cent., the average being about 74 per cent. Window-glass averages about 70 per cent., lime-glass 72 per cent., and glass bottle-glass 60 per cent.

**HARDNESS.**—The hardness of glass depends, as a rule, on the percentage of silica it contains, though it is somewhat affected by the alkali or oxide used as a base. Lead, for example, tends to make glass softer and more fusible and lustrous, while lime renders it refractory and less susceptible to the action of acids and alkalis. The relative hardness of different specimens of either lead or lime glass depends, however, on the amount of silica, the being the harder and less liable to melt which has the most. It would follow, from what has been said, that lead glass is the hardest, followed in their order by lime-flint glass, window-glass, plate, and, lastly, lead glass, which is the softest.

**FORMS OF SILICA USED.**—Silica is now used in glass-making almost universally in the form of sand. This also seems to have been the practice at the earlier glass houses. (a) In modern glass houses, however, until some fifty years since, silica for the finer grades of glass was procured by an expensive process of crushing and washing flint (b) and quartz. This process is still used to some extent, especially in those districts where good sand either cannot be obtained or is too expensive to permit of its use. Bohemian glass, for example, is made almost entirely from quartz so prepared. In some parts of Germany and Austria, especially in the making of bottles, certain siliceous rocks, as basalt and trachyte, containing large percentages of soda and potash, are used, but at the present time, and for many years, sand has supplied most of the silica used in glass. Sand is generally less expensive, and in many cases is of greater purity and value as a material, glass made from many native sands being superior in every respect to that made from the artificially-prepared flint and quartz sands. (c)

**USES OF THE DIFFERENT GRADES.**—For the finer grades of glass, especially where freedom from color, perfect transparency, and great brilliancy are essential, only the purest qualities of sand can be used, as slight impurities, especially small amounts of iron, will seriously impair all of these desirable properties. When, however, color is secondary to cheapness of production, as in the manufacture of green bottles, sands with considerable iron and clay are not only used, but in some cases are preferred, as these materials are fluxes, and consequently require less flux in the "batch" or mixture of materials.

**IMPURITIES AND THEIR REMOVAL.**—The chief impurities in sand are oxide of iron, alumina, generally in the form of clay, loam, gravel, and organic matter. Most of these can be removed by burning and washing, (d) but the iron and part of the organic matter can only be removed or neutralized by the use of chemicals. Of these impurities iron is by far the most dreaded, as it not only destroys the "color", the limpid whiteness of the glass, giving it a greenish cast, but it is exceedingly difficult to remove or neutralize its effect. Manganese is used to correct this

a This is not universally true. Agricola says, in Book XII of *De Re Metallica*, that "white stones, when melted, are the best ingredients for glass". Pliny states that "of white stones very transparent glass is made".

b From this use of flint in its composition is derived the term "flint-glass".

c As showing what but a few years ago was regarded as nearly pure sand, it may be mentioned that Dr. Lardner, in his *Cabinet Cyclopædia*, London 1832, article, "Porcelain and Glass," page 28, gives an analysis of flint which he terms "silica in a state nearly approaching to purity". This flint contained 98 per cent. of silica and 0.25 per cent. of iron. Compared with the Berkshire sand, which contains 99.78 per cent. of silica and virtually no iron, this flint was very impure silica.

d Burning is necessary where the sand contains much organic matter. Generally the heat of the furnace in the melting of glass is sufficient, the carbonized matter being carried away as carbonic acid by the aid of arsenic. In washing the sand to remove the clay, gravel, loam, and similar impurities, it is first crushed and pulverized, if necessary. The pulverizer used at some of the works of this country is the well-known ore-mill of the rolling-mills, which consists of a large circular pan, in which revolve, like wagon-wheels, two large cast-iron wheels four feet in diameter. Running water pouring into the pan facilitates the grinding and carries the sand to a sieve, where the larger pieces and the gravel are separated. The sieve is cylindrical or octagonal, made of brass wire, about three feet in length and a foot and a half in diameter, and revolves like a flour-bolting machine. After passing through the sieve the sand is carried along a trough by water into the washer, where it settles to the bottom of the box, while the water "washes" over the top, carrying away the clay and loam. The sand is then elevated and discharged into another trough at a higher level, where it is again washed. Sometimes this operation is repeated several times. The sand is finally carried to the draining-room, where it is drained of water, and then to the drying-room, where it is dried by artificial heat. As the sand dries it drops into a funnel-shaped trough, and from that passes into a conveyor, and thence to an elevator. The sand comes from the drier fine and almost as white as flour.

greenish color, and is often termed "glass-maker's soap", but glass so decolorized is liable under the action of sunlight to acquire a purplish tint or "high color". Window-glass in which manganese has been used often assumes this tint to such an extent as to lead to the belief that it was originally colored. The only safeguard against this "high color" is the use of sand containing little or no iron, and therefore not requiring any "doctoring" of the batch. (a) As to the amount of iron allowable in sand for glass-making, it may be said that that containing more than one-half of one per cent. is not considered suitable for any glass, while for plate- and window-glass and the finer grades of table ware the less the amount of iron the better. That used at the table-glass houses in the neighborhood of Pittsburgh and near Boston contains only a trace of iron.

**USE OF ARSENIC.**—The organic matter which carbonizes in the pot during the melting of the glass materials is removed as carbonic acid by the use of arsenic, which is the great "decarbonizer" in glass-making, as manganese is the "decolorizer". The arsenic is added to the batch prior to charging it into the pots.

**TESTS OF SAND.**—In examining sand as to its value for glass-making the best test is microscopic examination. Sand should be perfectly white, not very fine, uniform, even grained, with angular rather than rounded grains. Sand which is very fine, or the grains of which are smooth and rounded, can only be used with difficulty and great uncertainty as to the result. Such sand is liable to settle to the bottom of the batch, preventing an even mixture of the materials and producing an uneven glass. Sand should not effervesce or lose color when heated with an acid. A loss of color indicates the presence of clay, loam, or other foreign substances, while effervescence indicates the presence of lime. Oxide of iron can be discovered by boiling the sand in hydrofluoric acid and dropping into the solution thus formed a few drops of yellow prussiate of potash in solution. The beautiful blue precipitate indicates the presence of iron, even in the most minute quantities.

**ANALYSIS AND COLOR NOT ALWAYS INDICATIVE OF THE QUALITY OF SAND.**—These are simple, qualitative tests, but only indicate in a general way the quality of the impurities present. For an accurate knowledge of the quantity a quantitative analysis is necessary. It should, however, be noted that while such an analysis, aided by the appearance and color of the sand, indicates in some measure its purity and value, it is by no means conclusive as to its adaptability for glass-making, as a sand of a yellowish tint may be purer than one much whiter. Mr. Henry Chance, of Birmingham, England, whose two papers on crown and sheet glass are the best in the language, speaking of color and analysis as indications of purity and value, says:

The sand used by our firm is obtained from Leighton Buzzard, and, although of a yellowish tint, is more free from iron than many kinds of sand which are whiter in appearance. The whiteness of a sand is a very uncertain test of its purity. Again, two kinds of sand which are shown by analysis to be precisely similar in their composition may produce different results as regards both color and quality of glass. (b)

Mr. Chance suggests that this may be due to a difference in the power of the sands, arising from the condition in which the silica exists, to neutralize the bases.

**MODE OF OCCURRENCE OF SAND.**—Most of the sand used in glass-making occurs as sandstone, and is quarried in beds, and must be crushed and prepared for use. The Fontainebleau (France) sand and some of the Berkshire (Massachusetts) and Juniata (Pennsylvania) sands are of this character. In other cases, while the sand occurs in beds, and must be quarried, it rapidly disintegrates on exposure to air and moisture, as at some of the Juniata (Pennsylvania) mines. At other quarries, where the formation is saccharoidal or sugar-like, the sand-rock has a very weak bond, and is readily detached from place with a pick, rapidly falling into fine sand. This is the nature of the sand at Crystal City, Missouri, and at some of the Berkshire (Massachusetts) mines.

**RAVER RIVER SAND.**—While most of the sand used is quarried or mined, some glass is still made, as was the earliest glass, from river or sea sand. As a rule, however, this is only employed for the coarser and cheaper kinds.

**IMPORTANCE OF GOOD SAND.**—The quality of the sand has always been an item of great importance to glass manufacturers, and the possession of a pure sand well adapted to glass-making has determined in many cases the location and successful operation of the glass houses, not only of antiquity, but of modern times. The sand used in the earliest glass works was river or sea sand, and these ancient factories were, therefore, generally placed at the mouths of rivers, as at Belus, Alexandria, Cumes, and Volturno. These locations were selected, not only because they furnished an abundance of good sand, but because they were the great doorways of commerce, and offered a ready market for the products of the glass-makers' art.

**SAND FROM THE RIVER BELUS.**—The most remarkable and widely-used deposit of glass sand known to the ancient world, as well as the purest, was that of the river Belus, which flows from Mount Carmel and enters the sea near Tyre and Sidon, the sand made famous by Pliny's oft-repeated fable of the discovery of glass. Not only was glass made in great quantities from this sand by the skillful Sidonians (c)—the lovely Greek and other vases, the varied beads and amulets found in the tombs so thickly scattered over every shore "washed by the Mediterranean

a For the results of a most ingenious and long-continued series of experiments on the action of sunlight on glass those interested are referred to the monographs of Mr. Thos. Gaffield, of Boston, Massachusetts, especially to his paper on "The Action of Sunlight on Glass", read before the American Association for the Advancement of Science at Boston in 1890.

b On the Manufacture of Glass. A lecture delivered before the members of the Chemical Society, March 19, 1893, by Henry Chance, M. A. London. Harrisons & Sons: 1893.

c Homer ascribes every object of art or ornament to the skill or genius of a god or a Sidonian.

## MANUFACTURE OF GLASS.

## ANALYSES OF GLASS SANDS OF THE UNITED STATES.

| Constituents.            | MASSACHUSETTS, DENKSHIRE COUNTY. |            |           |                     |                     | NEW JERSEY.              |                            | PENNSYLVANIA.             |                  | WILLIAMSBURG, CUMBERLAND, MARYLAND, II. | SPEER, HENCOCK COUNTY, WEST VIRGINIA. | CRYSTAL CITY, VIRGINIA. |
|--------------------------|----------------------------------|------------|-----------|---------------------|---------------------|--------------------------|----------------------------|---------------------------|------------------|-----------------------------------------|---------------------------------------|-------------------------|
|                          | Gordon's.*                       | Gordon's.* | Brown's.* | Chebbire quartz, A. | Chebbire quartz, B. | Dwyer's, Glass-borough.† | Billard's, Maurice river.‡ | Speer's, Fayette county.‡ | Juniata county.‡ |                                         |                                       |                         |
| Silica.....              | 92.78                            | 92.61      | 92.69     | .....               | .....               | 92.821                   | 92.850                     | 92.720                    | 92.84            | 92.85                                   | 92.90                                 | 92.82                   |
| Alumina.....             | 0.22                             | 0.39       | 0.31      | .....               | .....               | 0.025                    | 0.080                      | 0.080                     | 0.17             | .....                                   | .....                                 | .....                   |
| Lime.....                | .....                            | .....      | .....     | .....               | .....               | 0.036                    | 0.056                      | 0.110                     | Trace.           | .....                                   | .....                                 | .....                   |
| Magnesia.....            | .....                            | .....      | .....     | .....               | .....               | 0.015                    | 0.021                      | 0.06                      | Trace.           | .....                                   | .....                                 | .....                   |
| Chlorine.....            | .....                            | .....      | .....     | .....               | .....               | 0.0054                   | Trace.                     | .....                     | .....            | .....                                   | .....                                 | .....                   |
| Manganese.....           | .....                            | .....      | .....     | .....               | .....               | .....                    | .....                      | Trace.                    | Trace.           | .....                                   | .....                                 | 0.07                    |
| Sesquioxide of iron..... | .....                            | Trace.     | Trace.    | .....               | .....               | 0.165                    | 0.130                      | Trace.                    | 0.34             | 0.42                                    | .....                                 | 0.16                    |
| Iron.....                | .....                            | .....      | .....     | .....               | .....               | .....                    | .....                      | .....                     | .....            | .....                                   | .....                                 | 0.22                    |
| Various.....             | .....                            | .....      | .....     | .....               | .....               | .....                    | .....                      | .....                     | .....            | .....                                   | .....                                 | .....                   |
| Undetermined.....        | .....                            | .....      | .....     | .....               | .....               | .....                    | .....                      | .....                     | .....            | .....                                   | .....                                 | .....                   |
| Loss.....                | .....                            | .....      | .....     | .....               | .....               | .....                    | .....                      | 0.030                     | 0.23             | .....                                   | .....                                 | .....                   |
| Total.....               | 100.00                           | 100.00     | 100.00    | .....               | .....               | 100.0004                 | 100.038                    | 100.000                   | 99.48            | .....                                   | .....                                 | 100.00                  |

\* Authority: S. Dana Hayes.

† Authority: Professor Cook.

‡ Authority: Otto Wuth.

§ Authority: A. S. McCreath.

|| Authority: C. F. Chandler.

¶ Authority: Crystal City Plate-Glass Company.

\*\* Authority: Chauvenot.

## CHAPTER IV.—ALKALIES AND OTHER MATERIALS.

**CHIEF BASES USED IN GLASS-MAKING.**—As has already been stated, the essential elements of silica, which acts the part of an acid, and some one or more bases, either alkaline or metallic. The most commonly found in glass are soda, potash, lime, and oxide of lead. These bases, however, are not used "butch", as the combined materials ready for melting are termed, in the form in which they are found in glass. Soda, for example, is not used in the glass houses as soda, but as the carbonate (soda-ash) or salt of soda (salt-cake), or as chloride of sodium (common salt) or nitrate of soda. In the process of melting compounds are decomposed, the soda uniting with the silica, forming the glass, the balance of the compounds passing off as gas or in the "glass-gall" or "sandliver", as the scum on the top of the melted glass is called.

**ANCIENT GLASS A SODA GLASS AND PERISHABLE.**—Glass is frequently named from the base that enters most largely into its composition, as "soda glass", "potash glass", "lime glass", and "lead glass". Ancient glass was a soda glass containing from 3 to 8 per cent. of lime, the lime being present as an impurity, and not ingredient purposely used in its manufacture. It is to this impurity, however, as will be seen further on, doubtless owe the preservation of many of the specimens of ancient glass that have come down to us. Soda glass, or glass with an excess of soda, is really soluble glass, even dampness in course of time disintegrates it. Blancourt, in the amusing preface to his *Art of Glass*, states that Venetian glass "will dissolve in the cold in cold and moist places if there be more salt in it proportionately than sand". Bernard Palissy has described the disintegration of the glass in the windows of the churches of Poitiers and Brittany, and ascribes it to the action of rain which have melted part of the salt of the glass. As most of the specimens of the glass that have come to us from the ancient world have come to us buried in *tumuli* or tombs, it is probable that even the fragments of ancient soda glass have dissolved, and that only has been preserved which contained considerable lime, and buried in localities calculated to preserve it from dampness.

**SOURCES OF SUPPLY OF SODA FOR ANCIENT GLASS HOUSES.**—The chief source of supply for soda in the earliest glass houses was Egypt. Phœnicia obtained its supply from that country; and Pliny, in his description of glass-making at Rome, states that "sand and Egyptian soda in the proportion of one part of sand to four parts of crude soda were used". Not only did these very early glass houses obtain their soda from Egypt, but even in a somewhat recent period the "natron of Egypt" was largely used in glass-making in Venice and the south of France. This Egyptian soda, which contained carbonate, sulphate, and muriate of soda, is found native on the banks of the natron lakes that abounded in a valley extending northwest from Memphis, and by reason of its abundance was the seat of a large glass industry, remains of ancient glass works being found there by the scientists of the Egyptian expedition of Napoleon I.

**MODERN SOURCES OF SODA.**—In modern times, and until within the last few years, the chief source of soda for glass has been the ashes of certain plants, chiefly those of the sea and sea-shore. Among the saline products of these ashes so used were the Spanish barilla from the ashes of the *salsola* plant; the Scottish and Irish kelp, which as late as sixty years ago furnished the soda for the English crown- and sheet-glass; the baree or varec of Bretagne and Normandy; and the Spanish soda of Alicant and roquette of Syria. These products contained potash and some lime as well as soda, and were simply mixed with sand and melted. They were quite impure, and, as a result, the glass produced, compared with that of to-day, was inferior, being exceedingly variable in character and poor in color.

**LEBLANC'S DISCOVERY OF SODA-ASH.**—The unsatisfactory quality of these impure sodas (the best, the Spanish barilla, containing only from 14 to 30 per cent.), as well as the limited quantity produced and uncertain supply, led the French government to offer a prize of 12,000 francs for the discovery of a method of converting common salt into soda. Leblanc not only secured the prize by his discovery of 1792, but opened a new era in glass-making. (a) The plate-glass manufacturers of France were the first of the glass-makers to use the new product, the carbonate of soda or soda-ash, and were soon followed by the makers of window-glass, with a decided improvement in quality and color.

**USE OF SALT-CAKE.**—The carbonate of soda prepared by Leblanc's method contains a considerable proportion of undecomposed sulphate, and the glass manufacturers soon found some advantage in the cost of glass by the substitution of this sulphate, or "salt-cake", for the carbonate. As early as 1781 experiments were made with sulphate of soda, and in 1803 Baader began its use in the glass houses of the Bavarian forests; but it was not until 1825 that it was employed in the French glass houses. In England kelp was used until 1831, when it was displaced to a large extent by carbonate of soda. The introduction of sulphate was still more recent, but at present nearly all the window-glass of England and the continent is made with salt-cake. The manufacturers of plate-glass still use soda-ash as they believe that it produces a glass of a somewhat better color. In this country, though many experiments had previously been made, but little sulphate was used until about 1875, soda-ash being the form of soda employed for window-glass. Messrs. Robert C. Schmertz & Co., of Pittsburgh, were the first to use it regularly and continuously, but it is now largely consumed. Sulphate glass is less liable to devitrify or to become rough, and will bear more fire than carbonate glass, and hence gives a harder glass with a better polish and less liability to "sweeting". It is of a bluish color, while the carbonate glass is of a yellowish tint.

**PRINCIPAL SUPPLY OF SODA.**—The chief source of supply of the soda of the present day is the alkali works at the coast, which are mainly located in Lancashire and near Newcastle-on-Tyne. It is estimated that the total annual soda production of the world expressed in terms of pure  $\text{Na}_2\text{CO}_3$  is 708,725 tons, of which 432,000 tons are manufactured in Great Britain. Twelve per cent. of British soda and 23 per cent. of the total soda of the world are produced by the ammonia method. The English soda enters into the manufacture of the glass of most of the countries of the world, and is almost the only kind used in this country.

**THE AMMONIA PROCESS.**—In 1866 Mr. Ernest Solvay began at Brussels the manufacture of soda by a process that has since been called by his name, the Solvay, or, as it is sometimes termed, the ammonia process. This method bids fair to supersede the Leblanc. The Solvay soda is fully equal in quality to the Leblanc, and can at present be produced more cheaply. This has had a marked effect on the production of the Leblanc soda. Of twenty-five alkali works which were in operation in the neighborhood of Newcastle-on-Tyne, England, a very few years ago, twelve have been closed, and of these no fewer than eight were actually dismantled, in despair of its ever again being possible, except at a loss, to manufacture soda in them by the Leblanc process. The alkali-making districts of Lancashire have advantages over the Newcastle district in the price of salt, in facilities for supplying the American market, and in nearness to some of the centers of soda consumption; but even there seven or eight of the alkali works are standing idle, and but few of the others are working to their full capacity. In Belgium the production of Leblanc soda has died out, while in France, Germany, and Austria it is only maintained by the aid of import duties and the large demand for the by-product, hydrochloric acid. There are now eighteen ammonia-soda works running in Europe and one in the United States, and seven more are approaching completion. (b) This process is not only of interest to this country because of its cheapening the cost of soda, but also because it holds out the prospect that we may make our own soda for our glass works. The importance of such an industry to us may be gathered from a statement of the imports, which, for the three calendar years 1879, 1880, and 1881, were as follows:

|                   | 1879.               |             | 1880.               |             | 1881.               |             |
|-------------------|---------------------|-------------|---------------------|-------------|---------------------|-------------|
|                   | Quantity in pounds. | Value.      | Quantity in pounds. | Value.      | Quantity in pounds. | Value.      |
| Soda-ash.....     | 81,072              | \$1,825,450 | 98,708              | \$2,345,461 | 74,168              | \$1,855,320 |
| Caustic soda..... | 44,989              | 648,269     | 43,274              | 635,804     | 47,190              | 656,568     |
| Sulphate.....     | 66,471              | 424,414     | 53,896              | 153,497     | 48,797              | 136,768     |

a A full account of this discovery and its results may be found in Mr. Henry Chance's lecture "On the Manufacture of Crown and Sheet Glass", *Journal of the Society of Arts*, February 15, 1856.

b See paper by Mr. Walter Weldon before the English Society of Chemical Industry.

**MANUFACTURE OF SODA-ASH AND SALT-CAKE IN THE UNITED STATES.**—Though the materials for the manufacture of soda-ash and salt-cake are to be found in great abundance in this country, but little is produced. Mr. Charles Lennig, of the Tacony chemical works, Philadelphia, produces some 1,500 tons annually of the sulphate, and the Merrimac Chemical Company, of South Wilmington, Massachusetts, and E. Gressili & Sons, of Cleveland, Ohio, were also producers at the close of the census year. The product of these works is used for window glass and is equal to any of foreign make, that of the Tacony works analyzing from 97 to 98 per cent. of sulphate, 1 per cent. of salt undecomposed, one-half to 1 per cent. of excess of sulphuric acid, and some little insoluble residue. As the sulphate or salt-cake is really a by-product or residuum of the manufacture of muriatic acid, its production in this country is limited by the demand for the acid. Recent developments and the ammonia process, however, promise to change this state of affairs. The salt-wells of Michigan and of New York have been looked upon as the source of a considerable supply, this view being held by British alkali manufacturers who have examined these localities. Recently a small works using the ammonia process in a modified form has been successfully operated in Michigan and it is stated that the Solvay Process Company is erecting extensive works at Syracuse, New York.

**USE OF COMMON SALT.**—Both the carbonate and the sulphate of soda are prepared from common salt. This has led to many attempts to effect the direct union of silica and salt without the intervening process, but thus far with but little success. At present the only glass made from common salt is the black bottle-glass of Newcastle, England.

**NITRATE OF SODA.**—Nitrate of soda is used as an oxidizing agent in the "batch", and is the best decolorizer, though the soda enters the composition of the glass. The chief source is the beds in the province of Tarapaca, Peru; but some immense deposits have also been found in Nevada.

**POTASH.**—The use of potash in glass-making is comparatively recent, though some of the best and most expensive glass now made, such as the Bohemian white and the English flint, are potash glasses. Some few specimens of ancient glass show small quantities, from 1 to 2 per cent., which was probably derived as a chance material from the sodas prepared from plants and weeds, in which some potash is always present. As early as the fifteenth century, if not earlier, the value of potash as a glass-making material was known, and it appears that at that time potash made from the lees of wine was used in the Venetian glass houses. In France, in the middle ages, potash made from fern was used. The enormous forests of America began very soon after the discovery of this continent to furnish large quantities, and enormous tracts of timber have been burned solely for the ashes. Blancourt, at the close of the seventeenth century, speaks of the use of potash from wood-ashes and mentions Virginia and New England as sources of supply for the latter. The sources of supply at the present time are many. Much of that used in modern glass houses is still made from wood-ashes, about 200,000 tons being thus produced annually, the Canadas and Russia furnishing the larger part, though the Bohemian glass manufacturers procure theirs from the forests of Bohemia and Hungary. This potash, as it is made by lixiviation of wood-ashes, is an impure carbonate, which must be calcined and refined, the quality of the glass depending upon the degree of purification. Refined potash is known as pearl-ash. Pure carbonate is also obtained from the alkaline residuum of the manufacture of nitric acid and from caustic potash. In France beet-molasses and the waste of beet-cake and grape-cake have considerable value as sources of potash, some 12,000 tons per annum being obtained in Europe from the beet alone. Carbonate of potash, the form in which it is used in glass-houses, is also prepared artificially from the sulphate by Leblanc's method. Of the remaining salts of potassium, only tartar, the bitartrate of potassa, which is decomposed, when heated, into carbonate of potassium and carbon, finds special application where it is required to use the finely-divided carbon of decomposed nitrate of potash as a reducing agent, for example, in the production of copper, ruby-glass, or ruby-fluor. The sulphate of potassa, though applied as early as 1826 by Long, in Constanz, on the Danube, has never yet attained to general importance in the glass industry.

**LIME** is, next to silica, the most important of glass-making materials. It is a constituent of nearly all the glass of all ages and countries, with the exception of that made with lead, and it is even present in many specimens of lead glass, though, as before stated, its presence in ancient glass was probably by chance and not by design. The action of lime is to render the soda or potash glasses harder and less soluble, and, when used in the proper proportion in the "batch", to promote the fusion of the materials and improve the quality of the glass. An excess of lime, however, makes the glass too hard. In the manufacture of table ware lime furnishes a cheap substitute for lead, and, though as a rule the lime-flint is less brilliant than the lead-flint, many of the recent specimens of lime glass, especially those that are "fire-polished", are exceedingly beautiful, approaching in brilliancy the fine crystal of the English flint houses. The makers of lime glass, however, do not, as a rule, seek to compete with lead glass in brilliancy, but in lightness and beauty of form, as is the case with the Bohemian glass-workers, who furnish a cheap substitute for lead glass for articles of utility, as is the case with the pressed-ware manufacturers of this country or the manufacturers of "Gobeletterie" of France. Lime also enters largely into the composition of modern plate- and window-glass, giving it the hardness and insolubility necessary to protect it from the weather and prevent its "sweating", which is so marked a fault of glass with an excess of alkali.

**USE OF LIME A MODERN DISCOVERY.**—Though the true relation of lime to the manufacture of glass as a hardener and preserver is really a very modern discovery, and though the proper proportion of lime to soda and

PROPORTION OF MATERIALS USED FOR BOTTLE GLASS.

| Constituents.           | Pittsburgh. <sup>a</sup> | French. <sup>1</sup> | English. <sup>1</sup> | Belgian. <sup>1</sup> |
|-------------------------|--------------------------|----------------------|-----------------------|-----------------------|
|                         | Pounds.                  | Parts.               | Parts.                | Parts.                |
| Sand .....              | 8,000                    | 100                  | 100                   | 10                    |
| Sulphate of soda .....  |                          | 8                    |                       | 15                    |
| Carbonate of soda ..... | 2,200                    |                      |                       |                       |
| Potash .....            |                          |                      |                       | 20                    |
| Lime, slacked .....     |                          | 24                   | 30                    |                       |
| Limestone .....         | 2,400                    |                      |                       | 5                     |
| Salt .....              | 250                      |                      | 3                     |                       |
| Scrapers' waste .....   |                          |                      | 30                    |                       |
| Clay .....              |                          |                      | 5                     |                       |

<sup>a</sup> Authority: Pittsburgh manufacturers.<sup>1</sup> Authority: Coladé. The sand contains about 20 per cent. of calcareous matter.<sup>2</sup> Authority: Pellatt.

**MIXING THE BATCH.**—Upon the thorough mixing of the materials depends in some degree the homogeneity, and consequently, the structure and value of the glass. These materials differ so much in their specific gravities that the thorough mixing, as well as the melting, is a work of some difficulty. In this country, with the aid of a coarse sieve and shovel, the mixing is generally done by hand. Many attempts have been made to introduce mechanical mixers, but, though some are used, they have been discarded in many works, and the older method is employed. Where manual labor is as high-priced as in this country, the introduction of a satisfactory mixer would seem very desirable. In England several machines are used, that of Mr. Chance being a very simple machine, consisting of a wooden cylinder with a number of revolving oblique beaters; but Cooper's mixer is a revolving barrel, similar to those used in powder works.

**FRITTING.**—At the present time the materials thus mixed are charged directly into the pot or tank, as the case may be. When the impure alkalis obtained from sea-weed or wood-ashes were used the batch was submitted to a preliminary refining process termed "fritting". This consisted in stirring the materials together under the heat of a reverberatory furnace, called a "calcar arch", which effected a partial decomposition and the burning of any carbonaceous matter that might be present, and the "frit" thus obtained was remelted in the pots. With the use of the purer alkalis made from salt this fritting is not necessary, though heating the batch in the arch may be desirable.

**CHARGING.**—The pots having been heated to a white heat, the materials, mixed with a proportion, generally one-third, of cullet of the same kind as the glass to be made, are shoveled into them. Mechanical chargers have been used to some extent in this country, but not very successfully. As the melted glass is less in bulk than the materials, the entire batch is not charged at one time. The pots are filled as full as possible at first, about two-thirds of the whole batch being charged, and the remainder is shoveled in as the melting and sinking of materials permit. Two or three shovellings or fillings are sufficient. During the melting the grate-bars are kept well supplied with coal, to prevent a rush of cold air into the furnaces, which might split the pots.

**MELTING.**—As the melting progresses the taster (a) watches it most carefully, urging the furnaces to their utmost intensity and determining the fitness or unfitness of the metal for working, as there are signs which indicate to the practiced eye when the metal is ready, such as the color of the flame or the appearance of proof specimens taken from the pots with a short rod flattened at one end. The escape of the carbonic-acid gas answers the purpose of stirring the materials. When the disengagement of this gas ceases, especially in the manufacture of window-glass, the mass is stirred with a pole of green wood, or a piece of arsenious acid is thrust into the bottom of the pot, thus causing a forcible expulsion of gas and consequent stirring of the materials. When impure materials were used, the close of the period of melting found the surface of the molten glass covered with a thick scum of unvolatilized salts, called "glass-gall", or "sandiver", which was skimmed off. The relative proportions and the purer materials of modern glass houses render this skimming unnecessary; indeed, the appearance of "sandiver" in any quantity is regarded as an indication of impure materials or wrong proportions.

**FUSION AND FINING.**—The melting may be divided into two periods, fusion and fining or refining, the first ending when the materials are thoroughly melted, and the second including the after process of freeing the glass from bubbles, lime, and earthy impurities that do not fuse. For this purpose the glass must be brought to the most fluid state possible, and the heat is therefore raised to the highest point. This process of fining, refining, or "hot-stoking", as it is called in this country and in England, or *heiss-schüren*, as it is termed in Germany, involves a very high temperature, which is estimated in certain cases to reach from 10,000° to 12,000° F. (b) Though the authority for this statement is very good, it is doubtless too high, about 3,200° to 3,600° F. being the average. The time of fusion and refining should be as short as possible, the shorter the better, as long-continued melting or fining detracts from the brilliancy of the glass and favors the formation of threads. The time occupied in melting varies greatly, depending upon the construction and character of the furnace, the proportion and the character of the materials, and the size of

<sup>a</sup> The word appears to be derived from the French "*taiser*".<sup>b</sup> *Encyclopædia Britannica*, 9th ed., article, "Glass," 1081

of that defect. When a cube of tempered glass is considered, it will at once be seen that, all its surfaces have been subjected to the same cooling influence, the edges, and particularly the corners, will be much more cooled than the broad surfaces. At each edge the cooling will take place from two surfaces, and at each corner from three surfaces, from which circumstance Mr. Siemens inferred that glass so treated could not be homogeneous in character, and that sudden breakages were due to that cause. To overcome this defect Mr. Siemens modified his process, as to limit the cooling influence of his apparatus to two surfaces of the glass under treatment. From these surfaces the cooling and tempering action is transmitted to the center of the mass in a uniform manner, whereby homogeneous glass is produced which is found to give entire satisfaction. By Mr. Siemens' process glass may be tempered to various degrees of hardness, according to the use for which it is intended. For the production of window and other flat or molded glass presses, cooled by the circulation of water, are employed, but in dealing with large castings of glass, such as railway sleepers, for example, the castings are packed in rectangular boxes or trucks, lined internally for their reception, and all interstices between them are filled up with a material having the same conductivity for heat as glass. These boxes or trucks are constructed so as to prevent dispersion of heat from the sides, and as each is filled with glass articles it is withdrawn from the kiln to cool from two parallel surfaces only. By this means ideal plates are formed, which are treated like the solid plates for the production of homogeneous tempered glass in bulk. Glass railway sleepers, tempered on Mr. Siemens' plan, have been introduced in England and have been put in actual use on one or two railway lines.

**TESTS OF THE SIEMENS' GLASS.**—A number of tests were made of these sleepers, at one of which it was shown that their average breaking weight, when resting on supports 30 inches apart, was 5 tons. At another time a plate of Mr. Siemens' toughened glass, 9 inches square by  $1\frac{1}{4}$  inches thick, imbedded in gravel ballast 9 inches deep, and having on its top a wood packing one-eighth of an inch thick and a piece of rail, was subjected to the action of a falling weight, the blows being delivered on the rail. The weight was 9 hundred-weight, and blows were successively delivered by letting this weight fall from heights of 3 feet, 5 feet 6 inches, 7 feet, 10 feet, 12 feet 6 inches, 15 feet, 17 feet 6 inches, and 20 feet. Under the last-mentioned blow the rail broke, the glass, however, being uninjured. A higher fall could not be obtained, and a greater weight was not available. A smaller section of rail was substituted for that previously employed, and the glass was broken by the second blow of the 9 hundred-weight falling 20 feet, the plate being driven through the ballast into the hard ground. A cast-iron plate, 9 inches square and one-half an inch thick, tested in a similar way, broke with a blow from the 9 hundred-weight weight dropped 10 feet.

**USES OF SIEMENS' GLASS.**—Mr. Siemens writes me, under date of January 29, 1881:

Extensive works are about to be established in England for carrying out my process and for producing the glass to be used. These works will at the start comprise furnaces capable of producing 50 tons of glass per day, and will be arranged in view of being doubled and trebled in a short time, it being confidently expected that a large demand will arise for strong glass as a substitute for wood, brass, cast-iron, stone, and other substances, in the condition of railway and tramway sleepers, gas-, water-, and drain-pipes, troughs and gutters, millstones and crushers, tiles for roofing, facing walls and flooring, plates for floors of bridges, tanks, and ship lights, telegraph insulators, etc., for which applications tempered glass will offer the advantages of economy in first cost and of durability over the materials now usually employed.

**COST OF SIEMENS' GLASS.**—The cost of glass toughened on Mr. Siemens' plan is stated to be about the same per ton as that of cast-iron; but as its specific gravity is only about one-third that of iron, the cost of any article of given dimensions is, of course, materially less. The material has as yet been too recently introduced, and too little is known of its characteristics, to enable any very decided opinion to be formed as to its future capabilities; but the results of the experiments so far made are certainly of a very promising character, and the further development of its application will be watched with much interest.

**GLASS FROM BLAST-FURNACE SLAG.**—The process of manufacturing glass from the waste cinder or slag of iron blast-furnaces is simply the utilization of a substance which already contains many of the ingredients of glass, by adding to it those materials necessary to complete the composition. The idea is not a new one. In England, and also on the continent, a sand prepared by pulverizing slag has long been used as an ingredient in glass-making with much success. It is possible that much of the early glass was metallurgical slags re-melted.

**RELATIVE COMPOSITION OF GLASS AND SLAG.**—Recent comparative investigation into the composition of glass and of slag shows that the use of the latter in this manner is not without reason, the two substances being very similar, as is shown by the following table:

| Constituents.       | Composition of<br>iron slag (Wells<br>or South Staffordshire). | Composition of<br>bottle glass<br>(quantities in<br>hundred). |
|---------------------|----------------------------------------------------------------|---------------------------------------------------------------|
|                     | Per cent.                                                      | Per cent.                                                     |
| Silica .....        | 40                                                             | 65 to 66                                                      |
| Lime .....          | 25                                                             | 13 to 15                                                      |
| Alumina .....       | 16                                                             | 6 to 12                                                       |
| Magnesia .....      | 6                                                              | 0 to 7                                                        |
| Alkali .....        | 1 to 2                                                         | 2 to 4                                                        |
| Oxide of iron ..... | 1 to 2                                                         | 2 to 6                                                        |

Trace of sulphur is also found in slag associated with the lime, but this readily passes away with heat, and is not hurtful. The iron, which would seem to be the most objectionable element, while present in too great quantity for the manufacture of perfectly clear glass, is still less than is often required by the glass-maker. The difference of difference between the slag and the glass are in the silica, alkali, and iron, the slag being too dense, hard, and to make a hard glass.

**ADDITIONS TO SLAG IN THE MANUFACTURE OF GLASS.**—To make glass of slag of the composition given the additions indicated in the following table should be made:

| Slag.              |     | Additions.            |        | Glass.                |  |
|--------------------|-----|-----------------------|--------|-----------------------|--|
| Silica.....        | 40  | Ferruginous sand..... | 60=100 | or 57.14 per cent.    |  |
| Lime.....          | 35  |                       |        | 35 or 29.00 per cent. |  |
| Alumina.....       | 16  |                       |        | 16 or 9.14 per cent.  |  |
| Magnesia.....      | 6   |                       |        | 6 or 3.43 per cent.   |  |
| Alkali.....        | 1   | Soda.....             | 10=    | 11 or 6.29 per cent.  |  |
| Oxide of iron..... | 2   | From the sand.....    | 5=     | 7 or 4.00 per cent.   |  |
|                    | 100 |                       | 175    | 100.00                |  |

Thus by combining with 100 parts of slag 10 parts of soda and 65 of sand the proportions of the lime, alumina, and other constituents are severally altered, and a compound formed of the precise nature required. It is to be noted that the figures come well within the limits of difference found in the analyses of glass given in the previous table. It would seem that the variation in the purity of the slag would interfere with certainty in its use; but daily analyses of slag at a furnace in Great Britain have shown that its composition is measurably regular, enough so for all practical purposes.

**USE OF HOT SLAG.**—To take slag, however, which has cooled, and remelt it in connection with the additions named, would require so intense a heat as to counterbalance all benefit to be derived from its cheapness. A plan was brought to public notice in England in 1876 by which the slag is taken as it comes from the blast-furnace and converted into glass without cooling. Mr. Bashley Britten, the originator of this plan, has established glass works at Ebbw Vale, in Northamptonshire, at which the slag from the Finedon furnaces is used. The molten slag is conveyed (presumably in covered iron vessels mounted on wheels) to the glass furnace in the immediate vicinity, and is poured, after the addition of the necessary ingredients, directly into the melting furnace, where, after proper fusion, it is run into another chamber, from which it is drawn by the workmen and fashioned into shapes. The products of these works comprise chiefly such articles as wine and beer bottles, which do not require a colorless glass. This process might be much improved by locating the glass house immediately adjacent to the blast-furnace, from which the slag could be run directly into the melting furnace. In regard to the great economy of the process, Mr. Britten says, (a) referring to the table given above:

The above 175 parts or tons of glass would, consequently, be produced with the following economy: One hundred tons of it would cost as iron-master nothing. Instead of the labor of mixing and handling in the usual way the whole quantity of the material, only 75 tons would have to be lifted into the furnace. The only ingredients to be bought are 65 tons of common yellow or red sand, to be had anywhere at a mere nominal price, and 10 tons of common sulphate of soda, which may be bought or made for about 20s. per ton. The necessary fuel would be limited to what is needed beyond the surplus heat of the slag to raise only three-sevenths of the glass to the required heat; and it is a question whether the greater part of even this might not be saved by bringing down some of the spare gases from the blast-furnace and employing them with regenerators; if needed, they could easily be enriched with a little added carbon. As yet these items there would be a set-off from the cost of removing the 100 tons of slag, which must otherwise be thrown away. Beside this, another and considerable saving would arise from the wear and tear of the glass furnace being lessened, in consequence of the small amount of the materials going into them being already fused. Under such circumstances the total cost of the glass in a melted state ready for working is seen to be so extremely small that it is hardly safe to venture to express it in figures: it scarcely amounts to the value of the commonest bricks per ton.

**COLOR OF SLAG GLASS.**—The natural tint of the glass thus produced is greenish, but it can be colored to any required tint, and by careful firing and bleaching it can be produced almost as colorless as common window-glass. A cheaper glass can be made by using more slag and less sand, and with some ores the slag is said to be sufficiently silicious in itself to be converted into a black or dark green or amber glass. With the simple addition of soda and a little arsenic it becomes transparent and perfectly workable, and may be used for many purposes. Acid, however, corrodes this glass, on account of its want of silica. Glass of superior quality to the first mentioned can also be produced. The constituents of slag, as has been seen, are common to all kinds of green glass, and by diluting them with the usual pure materials to a greater or less extent the compound may be brought up to any standard short of the purity of color inconsistent with the iron and sometimes manganese in the slag. Should the manufacture of glass in this manner ever be deemed of sufficient importance to warrant the taking of steps to purify the slag, much more might be accomplished. The working qualities of the glass thus produced are excellent, admitting of its being blown, cast, or pressed with great ease, and Mr. Britten's company propose to enter into the manufacture of other articles beside bottle from a material so cheaply produced.

a See his paper in *Journal of British Iron and Steel Institute*, 1876, pages 453-467.

**Appendix C**  
**Record of Interviews**

# **ENVIROPLAN ASSOCIATES, INC.**

## **RECORD OF COMMUNICATION**

**JOB # 18708**

**JOB NAME A.C. Dutton Phase I**

**DATE: October 14, 1987**

**PERSON INTERVIEWED: James Dayton**

**TITLE: Former carrier driver and maintenance man**

**INTERVIEWER: Bonny MacLeod**

### **SUMMARY:**

Mr. Dayton worked for the A.C. Dutton Lumber Corporation from 1922-1984. He did not recall any waste disposal on the site. He did remember filling activities that occurred in northern and southern portions of the site. According to Mr. Dayton, the railroad blasted a tunnel in New Hamburg and brought in 10 carloads of rock for fill every night for several weeks. Mr. Dayton said the fill in both portions of the site were covered with ash from the Central Hudson gasification plant.

# **ENVIROPLAN ASSOCIATES, INC. RECORD OF COMMUNICATION**

**JOB # 18708**

**JOB NAME A.C. Dutton Phase I**

**DATE: October 6, 1987**

**PERSON INTERVIEWED: Mel Carpenter**

**TITLE: Former Operations Manger**

**INTERVIEWER: Bonny MacLeod**

## **SUMMARY:**

On October 6, 1987 an interview was conducted with Mr. Mel Carpenter, former Operations Manager for the A.C. Dutton Corporation (1962-1983). Mr. Carpenter was questioned concerning past waste disposal practices as part of the A.C. Dutton operation. Mr. Carpenter made the following comments:

- The north treatment plant was installed in the fall/winter of 1965 and became operational in early 1966. The treatment plant was designed by the Osmose Corporation with installation of the plant supervised by Osmose engineers. The facility has always been self-contained. It was originally a mixer plant in which dry chemicals were manually loaded into the storage tanks and mixed with water. The CAA was brought in by Osmose in heavy duty cardboard containers.
- The plant was used alternately to treat wood with CAA and a flameproofing chemical, also an Osmose product. The flameproofing chemical was "very corrosive" and in the 1970's the treatment cylinders were sandblasted to remove the rust created by the flameproofing material.
- In order to alternate from CAA treatment to flameproofing, the CAA was flushed out of the lines into the CAA storage tank. The Duttons ran a "very clean operation" and he knew of no spills or disposal of wastes on the site. The treated wood was allowed to drip dry inside the treatment building.
- Small quantities of sludge would be generated in the pits beneath the retort vessel. This sludge was removed with a shovel and placed in a 55 gallon drum that Osmose would dispose of.

# ENVIROPLAN ASSOCIATES, INC.

## RECORD OF COMMUNICATION

JOB # 18708

JOB NAME A.C. Dutton Phase I

DATE: September 24, 1987

PERSON INTERVIEWED: Arthur Dutton

TITLE: Owner, New D Corp.; former owner, A.C. Dutton Lumber Corp.

INTERVIEWER: Bonny Macleod

### SUMMARY:

During a site visit to the New D Corporation on September 24, 1987, Mr. Arthur Dutton, current owner of the New D Corporation and one of the former owners of the A.C. Dutton Lumber Corporation, discussed the history of the Dutton Lumber. According to Mr. Dutton:

- The Dutton Lumber Corporation property is the site of the former Poughkeepsie Glass Works. Glass waste (slag) was used for ballast in ships that docked at the site.
- Between 1913 and 1920, the New York Central Railroad generated "carloads of rock from cutting of a cliff in Beacon" and had made arrangements with Mr. Dutton's grandfather (Arthur Dutton) and the Army Corps of Engineers to use the rock to fill in the Hudson alongside the Dutton Lumber property. This project provided New York Central with a method for disposal of the rock and increased the usable land for Dutton.
- The two story brick building was built by the Duttons and was used to compress shavings from the mill into bales which were then shipped to horsebreeders for paddocks.
- May have used kerosene as a solvent in the machine shop.
- The north hangar building was converted to a CAA pressure treatment facility in the 1950's. The interior of the building was equipped with a drip pad. As lumber came out of the vessels, drippings were caught in the basin and were recycled. Some drying of lumber occurred outside but there was no evidence of discoloration in that location. He was not familiar with the details of the day to day operation.
- A power plant temporarily stored dredge spoils on the property for dewatering purposes and then trucked the spoils to the Town of Amenia for disposal. About 1 1/2 acres were used. He had all the necessary permits.

# **ENVIROPLAN ASSOCIATES, INC. RECORD OF COMMUNICATION**

**JOB # 18708**

**JOB NAME A.C. Dutton Phase I**

**DATE: November 4, 1987**

**PERSON INTERVIEWED: James Trendell**

**TITLE: Treater**

**INTERVIEWER: Bonny MacLeod**

## **SUMMARY:**

Mr. Trendell was employed by the A.C. Dutton Lumber Corp. as a treatment plant operator from 1977 to 1983. Mr. Trendell made the following comments during the interview:

- Unaware of any significant sludge generation in the retort vessels. There was no sludge removed during his employment although the treatment tanks were hosed out once in a while.
- K-33 paste in 30 gallon drums were used in the mixer plant until 1978. At that time the company began using concentrated liquid CAA.
- Had no recollection of CAA discharges through a vent in the roof.
- Prior to the construction of the concrete berms, several major spills of CAA solution occurred in the vicinity of the retort vessels and were not contained or cleaned up.
- Freshly treated lumber was routinely stored outside the north treatment plant (see sketch) to dry. On a rainy day CAA residue in this area ran into Kidney Creek.

# **ENVIROPLAN ASSOCIATES, INC. RECORD OF COMMUNICATION**

**JOB # 18708**

**JOB NAME A.C. Dutton Phase I**

**DATE: October 5, 1987**

**PERSON INTERVIEWED: Edward Ellison**

**TITLE: Former Vice President and Sales Manger**

**INTERVIEWER: Bonny MacLeod**

## **SUMMARY:**

In a telephone interview, October 5, 1987, Mr. Edward Ellison discussed the waste disposal operational practices at the A.C. Dutton Lumber Corporation prior to the sale of the corporation to the Albany Miron Lumber Corporation. According to Mr. Ellison:

- CAA treated lumber was stored on the tracks in the old pressure treatment facility where it was allowed to drip dry before being transferred to the yard. The drippings were captured in a sump, filtered and recycled back into the treatment process. It is possible that a minor amount of residue CAA dripped from the treated wood after it was moved outside to the yard.
- At some unknown point prior to his employment at A.C. Dutton, the north pressure treatment facility underwent a conversion from a mixing tank to the contained system that exists today. The mixing tank required the manual feed of dry chemicals into the tank. Water added to the dry chemicals created the CAA solution.
- During his term of employment, no sludge or other CAA contaminated waste was disposed of at the site. The sludge was allowed to accumulate in the bottom of the tanks. Mr. Mel Carpenter, Operations Manager at the time, complained that the tanks needed to be drained and the sludge removed but this was never done due to fiscal constraints.
- From 1983 to June or July of 1984, Phil Mar Lumber Corporation (precursor of Circle M Corporation) operated the A.C. Dutton facility. Mel Carpenter ran the plant for Phil Mar.
- There were no known hazardous chemical or petroleum spills on the site. With the exception of hydraulic fluid and lubricating oil used for machinery. He did not believe there were any other chemicals used at the facility.
- He assisted in the clearing of the northern portion of the site (north of the fence line) which was overgrown and had not been used for years.

**Appendix D**  
**Material Safety Data Sheets**



# MATERIAL SAFETY DATA SHEET

("essentially similar" to OSHA - 20)

Notice: The information herein is given in good faith but no warranty, express or implied, is made.

## SECTION I - PRODUCT IDENTIFICATION

OSMOSE HOOD PRESERVING CO..

MANUFACTURER'S NAME OF AMERICA, INC.

EMERGENCY TELEPHONE NO(404) 229-8434

ADDRESS Southern/Western Division

1016 Everree Inn Road, Griffin, GA 30224

DATE FORM WRITTEN 5/1/80

TRADE NAME K-33-C (50%)

SYNONYMS CCA Type C

## SECTION II - HAZARDOUS INGREDIENTS<sup>2</sup>

MATERIAL AND COMPONENT

%

TLV

Arsenic Acid (expressed as  $As_2O_3$ )

17

0.5 mg/M<sup>3</sup> as As

Chromic Acid (water soluble)

23.75

0.1 mg/M<sup>3</sup> as Cr

Cupric Oxide

9.25

1.0 mg/M<sup>3</sup> as Cu

\* Pesticide applicators are exempt from the OSHA

arsenic standard 29 CFR 1910.1018

## SECTION III - PHYSICAL DATA

BOILING POINT, 760 MM HG

100°C

MELTING POINT

SPECIFIC GRAVITY (H<sub>2</sub>O = 1)

1.64

VAPOR PRESSURE

VAPOR DENSITY (AIR = 1)

SOLUBILITY IN H<sub>2</sub>O % BY WT 100%

EVOLATILES BY VOL

50

EVAPORATION RATE (BUYL ACETATE = 1)

APPEARANCE AND ODOR

~~Dark red-orange liquid~~  
No odor

Ph (AS IS) 1.0

Ph (1% SOLN) 1.8 - 2.0

## SECTION IV - FIRE AND EXPLOSION DATA

FLASH POINT  
(TEST METHOD)

N.A.

AUTOIGNITION  
TEMPERATURE

FLAMMABLE LIMITS IN AIR, % BY VOL

LOWER

UPPER

EXTINGUISHING  
MEDIA

☐ WATER FOG  
☐ FOAM

☐ ALCOHOL FOAM  
☐ CO<sub>2</sub>

☐ DRY CHEMICAL  
☐ OTHER

SPECIAL FIRE  
FIGHTING  
PROCEDURES

This product will not burn. 50% aqueous solution.

UNUSUAL FIRE  
AND EXPLOSION  
HAZARD

## SECTION V - HEALTH HAZARD DATA

|                                 |                                                                                                                                                                                  |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HOLD LIMIT VALUE                | See Section II; Oral LD <sub>50</sub> >50 mg/kg; Dermal LD <sub>50</sub> <200 mg/kg                                                                                              |
| EFFECTS OF OVEREXPOSURE         | Highly irritating to skin and eyes. Repeated dermal exposure may cause dermatitis. Toxic by ingestion, causes gastroenteritis, esophageal pain, vomiting and anuria or oliguria. |
|                                 |                                                                                                                                                                                  |
| AGENCY AND FIRST AID PROCEDURES | Dermal: Wash thoroughly with soap and water. Eyes: Flush with plenty of water for 15 minutes.                                                                                    |
|                                 | Ingestion: CALL A PHYSICIAN. If conscious, induce vomiting (finger or blunt instrument to back of throat). Give water and then induce vomiting again.                            |
|                                 |                                                                                                                                                                                  |
|                                 |                                                                                                                                                                                  |

## SECTION VI - REACTIVITY DATA

|                                                                                                                              |                |   |                                         |
|------------------------------------------------------------------------------------------------------------------------------|----------------|---|-----------------------------------------|
| STABILITY                                                                                                                    | UNSTABLE       |   | CONDITIONS TO AVOID<br>Reducing agents. |
|                                                                                                                              | STABLE         | X |                                         |
| INCOMPATIBILITY (Materials to avoid) Strong reducing agents. Aluminum and zinc in an acid medium.                            |                |   |                                         |
| HAZARDOUS DECOMPOSITION PRODUCTS<br>Under certain conditions where aluminum & zinc are present, arsine gas may be generated. |                |   |                                         |
| HAZARDOUS POLYMERIZATION                                                                                                     | MAY OCCUR      |   | CONDITIONS TO AVOID                     |
|                                                                                                                              | WILL NOT OCCUR | X |                                         |

## SECTION VII - SPILL OR LEAK PROCEDURES

**ACTIONS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**  
 Avoid contact. Dike and recover excess liquid. Absorb remainder with Osmose neutralizing compound or sawdust. Dispose absorbent and contaminated soil in an approved hazardous waste landfill.

**WASTE DISPOSAL METHOD**  
 Dispose in accordance with all Federal, State and Local laws. This product is toxic to fish - Do not contaminate water. Excess chemical and sludge must go to an approved hazardous waste landfill.  
 Containers: triple rinse and bury in sanitary landfill or take to drum reclaimer.

## SECTION VIII - SPECIAL PROTECTION INFORMATION

**RESPIRATORY PROTECTION (Specify type)**  
 Normally not needed. See 29 CFR 1910.1018. Respiratory protection required if used as a spray or mist.

|             |                             |         |
|-------------|-----------------------------|---------|
| VENTILATION | LOCAL EXHAUST<br>Sufficient | SPECIAL |
|             | MECHANICAL (General)        | OTHER   |

**PROTECTIVE GLOVES**  
 Plastic or rubber.

**EYE PROTECTION**  
 Chemical goggles.

**OTHER PROTECTIVE EQUIPMENT**  
 As necessary to avoid dermal contact.

## SECTION IX - SPECIAL PRECAUTIONS OR OTHER PRECAUTIONS

**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING**  
 Read Osmose Operating Manual. Do not use as spray or mist without respiratory protection. Launder contaminated clothing before reuse. If interior of shoes is contaminated, discard.



# MATERIAL SAFETY DATA SHEET

("essentially similar" to OSHA - 20)

Notice: The information herein is given in good faith but no warranty, express or implied, is made.

## SECTION I - PRODUCT IDENTIFICATION

|                     |                                                                                   |                        |                                  |
|---------------------|-----------------------------------------------------------------------------------|------------------------|----------------------------------|
| MANUFACTURER'S NAME | OSMOSE WOOD PRESERVING CO.<br>OF AMERICA, INC.                                    | EMERGENCY TELEPHONE NO | (404) 228-8434<br>(716) 882-5905 |
| ADDRESS             | 1016 Everee Inn Road, Griffin, GA 30224<br>980 Ellicott Street, Buffalo, NY 14209 | DATE FORM WRITTEN      | 7/1/84                           |
| TRADE NAME          | Osmose® Brand Pressure Treated Wood                                               | SYNONYMS               | K-33®-C Brand CCA-C              |

## SECTION II - HAZARDOUS INGREDIENTS

| MATERIAL<br>& COMPONENT | CAS<br>NO | 0.25 pcf     | 0.4 pcf | 0.6 pcf | 1.0 pcf | 2.5 pcf | TLV                          |
|-------------------------|-----------|--------------|---------|---------|---------|---------|------------------------------|
|                         |           | COMPONENT %* |         |         |         |         |                              |
| ARSENIC PENTOXIDE       | 1303-28-2 | 0.3          | 0.4     | 0.6     | 1.0     | 2.6     | 0.2 mg·m <sup>-3</sup> as As |
| COPPER OXIDE            | 1317-39-1 | 0.15         | 0.2     | 0.3     | 0.6     | 1.3     | 1.0 mg·m <sup>-3</sup> as Cu |
| TRIVALENT CHROMIUM      | 1308-38-9 | 0.4          | 0.6     | 0.9     | 1.4     | 3.3     | 0.5 mg·m <sup>-3</sup> as Cr |

\*Based on the applicable retention and a wood density of 32 pcf. These values may vary due to variability of treatment and the natural variability of wood.

Subject to OSHA arsenic standard 29 CFR 1910.1018.

## SECTION III - PHYSICAL DATA

|                                         |                           |                                         |                  |
|-----------------------------------------|---------------------------|-----------------------------------------|------------------|
| BOILING POINT, 760 MM HG                | N.A.                      | MELTING POINT                           | N.A.             |
| SPECIFIC GRAVITY (H <sub>2</sub> O = 1) | ESSENTIALLY THAT OF WOOD. | VAPOR PRESSURE                          | N.A.             |
| VAPOR DENSITY (AIR = 1)                 | N.A.                      | SOLUBILITY IN H <sub>2</sub> O % BY WT. | HIGHLY INSOLUBLE |
| % VOLATILES BY VOL.                     | N.A.                      | EVAPORATION RATE (BUYLY ACETATE = 1)    | N.A.             |
| APPEARANCE AND ODOR                     | GREEN-YELLOW WOOD.        | Ph (AS IS)                              | N.A.             |
|                                         |                           | Ph (1% SOLN)                            | N.A.             |

## SECTION IV - FIRE AND EXPLOSION DATA

|                                    |       |                             |         |
|------------------------------------|-------|-----------------------------|---------|
| FLASH POINT<br>(TEST METHOD)       | N.A.  | AUTOIGNITION<br>TEMPERATURE | > 265°C |
| FLAMMABLE LIMITS IN AIR, % BY VOL. | LOWER | N.A.                        | UPPER   |
|                                    |       |                             | N.A.    |

|                        |                                                                                           |                                                                                              |                                                                                    |
|------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| EXTINGUISHING<br>MEDIA | <input checked="" type="checkbox"/> WATER FOG<br><input checked="" type="checkbox"/> FOAM | <input type="checkbox"/> ALCOHOL FOAM<br><input checked="" type="checkbox"/> CO <sub>2</sub> | <input checked="" type="checkbox"/> DRY CHEMICAL<br><input type="checkbox"/> OTHER |
|------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

|                                        |                                                                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| SPECIAL FIRE<br>FIGHTING<br>PROCEDURES | TOXIC VAPORS FROM WOOD AND PRESERVATIVE MAY BE GIVEN OFF IN A FIRE.<br>WEAR FULL PROTECTIVE EQUIPMENT AND SELF-CONTAINED AIR UNIT. |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|

|                                         |      |
|-----------------------------------------|------|
| UNUSUAL FIRE<br>AND EXPLOSION<br>HAZARD | N.A. |
|-----------------------------------------|------|

## SECTION V – HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE

SEE SECTION II

EFFECTS OF OVEREXPOSURE

Wood dust may cause skin irritation and breathing difficulty. Dry Osmose® Brand Pressure Treated Wood has a low order to toxicity, therefore, the above reactions are unlikely. When machining any type of wood, a dust mask is recommended. FRESHLY TREATED "wet" wood presents a greater handling and machining risk, wear rubber gloves when handling and a dust mask or respirator when machining.

EMERGENCY AND FIRST AID PROCEDURES

WASH WITH SOAP AND WATER. FOR BREATHING, USE DUST MASK

(See Section VIII).

## SECTION VI – REACTIVITY DATA

STABILITY (Materials to avoid) - N.A.

UNSTABLE

CONDITIONS TO AVOID

STABLE

X

HAZARDOUS DECOMPOSITION PRODUCTS

THERMAL: Ash will contain free arsenic and chromium and may be toxic.

DECOMPOSITION

MAY OCCUR

CONDITIONS TO AVOID

WILL NOT OCCUR

X

## SECTION VII – SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Maintain a clean workplace. Clean up scrap lumber and sawdust. Wear a dust mask when cleaning up sawdust.

DISPOSAL METHOD

In accordance with all Federal, State and Local laws.

Dispose waste material in an approved landfill. DO NOT BURN. Ash may be toxic and a hazardous waste. Combustion vapors may be toxic.

(Industrial generators of waste, call Osmose.)

## SECTION VIII – SPECIAL PROTECTION INFORMATION

LABORATORY PROTECTION (Specify type)

When machining dry wood, a dust mask is recommended. For wet wood, a respirator may be required.

PROTECTION

LOCAL EXHAUST

N.A.

SPECIAL

N.A.

MECHANICAL (General)

When machining

OTHER

N.A.

PROTECTIVE GLOVES - Rubber when handling wet wood  
Leather to avoid splinters

EYE PROTECTION

To protect from sawdust

PROTECTIVE EQUIPMENT

As necessary to limit exposure when handling wet wood

## SECTION IX – SPECIAL PRECAUTIONS OR OTHER PRECAUTIONS

STEPS TO BE TAKEN IN HANDLING AND STORING

Use good personal hygiene and wash before eating and smoking. Specify only pressure treated wood treated with or by CCA.

Prevent and free from excess surface deposits of preservatives. Avoid handling and machining of freshly treated wet wood unless

proper precautions are observed



# MATERIAL SAFETY DATA SHEET

("essentially similar" to OSHA - 20)

Notice: The information herein is given in good faith but no warranty, express or implied, is made.

| SECTION I - PRODUCT IDENTIFICATION              |                                                                                                                                                                                                                         |                                             |  |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--|
| OSMOSE WOOD PRESERVING CO.                      |                                                                                                                                                                                                                         | EMERGENCY TELEPHONE NO. (404) 228-8434      |  |
| MANUFACTURER'S NAME OF AMERICA, INC.            |                                                                                                                                                                                                                         |                                             |  |
| Southern/Western Division                       |                                                                                                                                                                                                                         | DATE FORM WRITTEN 5/1/80                    |  |
| ADDRESS 1016 Everee Inn Road, Griffin, GA 30224 |                                                                                                                                                                                                                         |                                             |  |
| TRADE NAME FLAME PROOF (50% Liquid)             |                                                                                                                                                                                                                         | SYNONYMS Fire Retardant                     |  |
| SECTION II - HAZARDOUS INGREDIENTS <sup>2</sup> |                                                                                                                                                                                                                         |                                             |  |
| MATERIAL AND COMPONENT                          | %                                                                                                                                                                                                                       | TLV                                         |  |
| Ammoniated inorganic salts                      | 50                                                                                                                                                                                                                      | 25 ppm as NH <sub>3</sub>                   |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
| SECTION III - PHYSICAL DATA                     |                                                                                                                                                                                                                         |                                             |  |
| BOILING POINT, 760 MM HG                        | 110°C                                                                                                                                                                                                                   | MELTING POINT                               |  |
| SPECIFIC GRAVITY (H <sub>2</sub> O = 1)         | 1.283 @ 80°F                                                                                                                                                                                                            | VAPOR PRESSURE                              |  |
| VAPOR DENSITY (AIR = 1)                         |                                                                                                                                                                                                                         | SOLUBILITY IN H <sub>2</sub> O % BY WT 100% |  |
| % VOLATILES BY VOL.                             | 50                                                                                                                                                                                                                      | EVAPORATION RATE (BUYLY ACETATE - 1)        |  |
| APPEARANCE AND ODOR                             |                                                                                                                                                                                                                         | Ph (AS IS) Ph (1% SOLN.)                    |  |
| SECTION IV - FIRE AND EXPLOSION DATA            |                                                                                                                                                                                                                         |                                             |  |
| FLASH POINT (TEST METHOD)                       | None                                                                                                                                                                                                                    | AUTOIGNITION TEMPERATURE                    |  |
| FLAMMABLE LIMITS IN AIR, % BY VOL.              | LOWER                                                                                                                                                                                                                   | UPPER                                       |  |
| EXTINGUISHING MEDIA                             | <input type="checkbox"/> WATER FOG <input type="checkbox"/> ALCOHOL FOAM <input type="checkbox"/> DRY CHEMICAL<br><input type="checkbox"/> FOAM <input type="checkbox"/> CO <sub>2</sub> <input type="checkbox"/> OTHER |                                             |  |
| SPECIAL FIRE FIGHTING PROCEDURES                | This product will not burn. 50% aqueous solution.                                                                                                                                                                       |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
| UNUSUAL FIRE AND EXPLOSION HAZARD               |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |
|                                                 |                                                                                                                                                                                                                         |                                             |  |

## SECTION V - HEALTH HAZARD DATA

|                                           |                                                                        |
|-------------------------------------------|------------------------------------------------------------------------|
| <b>THRESHOLD LIMIT VALUE</b>              | See Section II                                                         |
| <b>EFFECTS OF OVEREXPOSURE</b>            | Repeated dermal exposure may cause skin irritation.                    |
|                                           | Ingestion: Nausea                                                      |
|                                           |                                                                        |
| <b>EMERGENCY AND FIRST AID PROCEDURES</b> | Skin: Flush with water.                                                |
|                                           | Ingestion: Induce vomiting (finger or blunt object to back of throat). |
|                                           |                                                                        |
|                                           |                                                                        |
|                                           |                                                                        |

## SECTION VI - REACTIVITY DATA

|                                             |                |   |                     |
|---------------------------------------------|----------------|---|---------------------|
| <b>STABILITY</b>                            | UNSTABLE       |   | CONDITIONS TO AVOID |
|                                             | STABLE         | X |                     |
| <b>INCOMPATIBILITY</b> (Materials to avoid) |                |   |                     |
| <b>HAZARDOUS DECOMPOSITION PRODUCTS</b>     |                |   |                     |
| Thermal: ammonia fumes                      |                |   |                     |
| <b>HAZARDOUS POLYMERIZATION</b>             | MAY OCCUR      |   | CONDITIONS TO AVOID |
|                                             | WILL NOT OCCUR | X |                     |

## SECTION VII - SPILL OR LEAK PROCEDURES

|                                                                                                                                                     |                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED</b>                                                                                    |                                                            |
| Dike and recover excess liquid. Absorb the remainder with sawdust or other absorbent. Dispose absorbent and contaminated soil in sanitary landfill. |                                                            |
| <b>WASTE DISPOSAL METHOD</b>                                                                                                                        |                                                            |
| Dispose in accordance with all Federal, State and Local laws.                                                                                       | Dispose excess chemical and sludge in a sanitary landfill. |

## SECTION VIII - SPECIAL PROTECTION INFORMATION

|                                              |                      |                       |
|----------------------------------------------|----------------------|-----------------------|
| <b>RESPIRATORY PROTECTION</b> (Specify type) |                      |                       |
| Normally not needed.                         |                      |                       |
| <b>VENTILATION</b>                           | LOCAL EXHAUST        | SPECIAL               |
|                                              | MECHANICAL (General) | OTHER                 |
| <b>PROTECTIVE GLOVES</b>                     |                      | <b>EYE PROTECTION</b> |
| Plastic or rubber.                           |                      | Chemical goggles.     |
| <b>OTHER PROTECTIVE EQUIPMENT</b>            |                      |                       |
| As necessary to avoid skin contact.          |                      |                       |

## SECTION IX - SPECIAL PRECAUTIONS OR OTHER PRECAUTIONS

|                                                        |                                                                               |
|--------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING</b> |                                                                               |
| SEE LABEL                                              | Best storage is room temperature. Launder contaminated clothing before reuse. |

Information on this form is furnished solely for the purpose of compliance with the Occupational Safety and Health Act of 1970 and shall not be used for any other purpose. Use or dissemination of all or any part of this information for any other purpose may result in a violation of law or constitute grounds for legal action.



# MATERIAL SAFETY DATA SHEET

("essentially similar" to OSHA - 20)

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## SECTION I — PRODUCT IDENTIFICATION

|                     |                                                                                   |                         |                                  |
|---------------------|-----------------------------------------------------------------------------------|-------------------------|----------------------------------|
| MANUFACTURER'S NAME | OSMOSE WOOD PRESERVING, INC.                                                      | EMERGENCY TELEPHONE NO. | (404) 228-8434<br>(716) 882-5905 |
| ADDRESS             | 1016 Everee Inn Road, Griffin, GA 30224<br>980 Ellicott Street, Buffalo, NY 14209 | DATE FORM WRITTEN       | 3-2-81                           |
| TRADE NAME          | FLAMEPROOF LHC Wood                                                               | SYNONYMS                | N.A.                             |

## SECTION II — HAZARDOUS INGREDIENTS<sup>2</sup>

| MATERIAL AND COMPONENT                                                          | %    | TLV                       |
|---------------------------------------------------------------------------------|------|---------------------------|
| Reacted ammoniated inorganic phosphates (no C.A.S number)                       | 2-6* | 25 ppm as NH <sub>3</sub> |
| *Expressed as P <sub>2</sub> O <sub>5</sub> and a wood density of 32 pcf.       |      |                           |
| This value may vary by specie and the natural variability of wood.              |      |                           |
|                                                                                 |      |                           |
|                                                                                 |      |                           |
| NOTE: This product is free of sulfates, chlorides and other halogens within the |      |                           |
| technical limits of the raw materials used.                                     |      |                           |

## SECTION III — PHYSICAL DATA

|                                         |              |                                        |                               |
|-----------------------------------------|--------------|----------------------------------------|-------------------------------|
| BOILING POINT, 760 MM HG                | N.A.         | MELTING POINT                          | N.A.                          |
| SPECIFIC GRAVITY (H <sub>2</sub> O = 1) | Approx. 0.6  | VAPOR PRESSURE                         | N.A.                          |
| VAPOR DENSITY (AIR = 1)                 | N.A.         | SOLUBILITY IN H <sub>2</sub> O % BY WT | chemicals in wood are soluble |
| % VOLATILES BY VOL.                     | minor        | EVAPORATION RATE (BUYLY ACETATE = 1)   |                               |
| APPEARANCE AND ODOR                     | same as wood | Ph (AS IS)                             | N.A. Ph (1% SOLN.) N.A.       |

## SECTION IV — FIRE AND EXPLOSION DATA

|                                         |                                                                                                       |       |                                                                                              |                                                                                    |       |      |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------|-------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------|------|
| FLASH POINT<br>(TEST METHOD)            | Fire retardant wood - N.A.                                                                            |       | AUTOIGNITION<br>TEMPERATURE                                                                  | Fire retardant wood - N.A.                                                         |       |      |
| FLAMMABLE LIMITS IN AIR, % BY VOL.      |                                                                                                       | LOWER | N.A.                                                                                         |                                                                                    | UPPER | N.A. |
| EXTINGUISHING<br>MEDIA                  | <input checked="" type="checkbox"/> WATER FOG<br><input checked="" type="checkbox"/> FOAM             |       | <input type="checkbox"/> ALCOHOL FOAM<br><input checked="" type="checkbox"/> CO <sub>2</sub> | <input checked="" type="checkbox"/> DRY CHEMICAL<br><input type="checkbox"/> OTHER |       |      |
| SPECIAL<br>FIGHTING<br>PROCEDURED       | This product is treated with a fire retardant designed to retard flame spread. It does not contribute |       |                                                                                              |                                                                                    |       |      |
|                                         | fuel to a fire, however, fire fueled by an independent source may generate enough heat to cause       |       |                                                                                              |                                                                                    |       |      |
|                                         | thermal decomposition and the potential release of ammonia fumes.                                     |       |                                                                                              |                                                                                    |       |      |
| UNUSUAL FIRE<br>AND EXPLOSION<br>HAZARD | N.A.                                                                                                  |       |                                                                                              |                                                                                    |       |      |
|                                         |                                                                                                       |       |                                                                                              |                                                                                    |       |      |
|                                         |                                                                                                       |       |                                                                                              |                                                                                    |       |      |

## SECTION V — HEALTH HAZARD DATA

|                                    |                                                                                                                                                                                                                                                                                                                        |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THRESHOLD LIMIT VALUE              | See Section II                                                                                                                                                                                                                                                                                                         |
| EFFECTS OF OVEREXPOSURE            | <p>Dry FLAMEPROOF LHC has a very low order of toxicity, similar to untreated wood. Extremely sensitive individuals may experience skin irritation due to wood extractives and salts in the sawdust. WET WOOD (freshly treated) may release ammonia fumes and may be a greater skin irritant than dry wood.</p>         |
| EMERGENCY AND FIRST AID PROCEDURES | <p>Flush skin with water, then wash with a mild soap and apply skin moisturizing cream. If irritation persists, see a physician. For ammonia fumes released from wet wood, remove the individual to an area of fresh air.</p> <p>Note to physician: Treat the same as exposure to ammoniated phosphate fertilizer.</p> |

## SECTION VI — REACTIVITY DATA

|                                    |                |                                                                     |                                                                                                     |
|------------------------------------|----------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| ABILITY                            | UNSTABLE       |                                                                     | CONDITIONS TO AVOID<br>Hygroscopic and corrosive properties similiar to untreated wood in exposures |
|                                    | STABLE         | X                                                                   | up to 90% Rh. ASK FOR TEST DATA.                                                                    |
| COMPATABILITY (Materials to avoid) |                | Avoid direct water contact.                                         |                                                                                                     |
| HAZARDOUS DECOMPOSITION PRODUCTS   |                | Thermal: Ammonia fumes      From wood: Thermal: CO, CO <sub>2</sub> |                                                                                                     |
| HAZARDOUS POLYMERIZATION           | MAY OCCUR      |                                                                     | CONDITIONS TO AVOID                                                                                 |
|                                    | WILL NOT OCCUR | X                                                                   |                                                                                                     |

## SECTION VII — SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE OF MATERIAL IS RELEASED OR SPILLED      Maintain a clean work area. Clean up scrap lumber from job site.

WASTE DISPOSAL METHOD: Dispose in accordance with all Federal, State and Local laws.      Sanitary landfill.

## SECTION VIII — SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION (Specify type)      Normally not necessary. When machining, use a dust mask.

AVOID USE OF WET WOOD.

|                            |                                          |                                                     |
|----------------------------|------------------------------------------|-----------------------------------------------------|
| VENTILATION                | LOCAL EXHAUST      Normally sufficient   | SPECIAL      N.A.                                   |
|                            | MECHANICAL (General)      When machining | OTHER      N.A.                                     |
| PROTECTIVE GLOVES          | To avoid splinters                       | EYE PROTECTION      When machining - safety goggles |
| OTHER PROTECTIVE EQUIPMENT | Use carbide tipped saw blades.           |                                                     |

## SECTION IX — SPECIAL PRECAUTIONS OR OTHER PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING      SEE PRODUCT LITERATURE. Ask for test data on hygroscopicity corrosion testing. Direct water exposure may leach salts from the wood, reducing fire retardant properties. Do not store on ground and in open weather. AVOID USE OF WET WOOD.

READ LABEL THOROUGHLY BEFORE ATTEMPTING TO USE THIS NEUTRALIZER.

This neutralizer is for use only after containing the spilled K-33. Absorb as much of spilled material as possible. Then remove absorbed material to tightly closed containers for disposal.

DIRECTIONS FOR USE:

Amount of neutralizer used depends on type of Osmose K-33 involved. Inspect label of spilled product and refer to rates of application below.

Yellow Label - Osmose K-33 72% concentrate (for calculation purposes: K-33 72% weighs approximately 18.3 lbs/gal.)  
Use at a rate of one fiber drum (50 lbs.) neutralizer for each five (5) lbs. product to be neutralized.

Blue label - Osmose K-33 50% concentrate (for calculation purposes: K-33 50% weighs approximately 13.7 lbs/gal.) Use at a rate of one fiber drum (50 lbs.) neutralizer for each eight (8) lbs. product to be neutralized.

PROCEDURE:

- (1) After containing spilled material by use of earthen dam, sawdust, sand or other available absorbant remove as much of spilled material to tightly closed container as possible.
- (2) Spread neutralizer evenly over remaining material at the appropriate rates as noted above.
- (3) Agitate material and neutralizer to mix as thoroughly as possible.
- (4) Allow material and neutralizer approximately one hour, with intermittent agitation, to chemically react.
- (5) Remove neutralized material to containers for disposal.

CAUTION:

When working with spilled K-33, follow these instructions: K-33 may cause rash or external ulcers. Wear goggles or face shield and rubber gloves when handling. Avoid contact with skin, eyes or clothing. In case of contact with K-33 flush skin or eyes with plenty of water. For eyes get medical attention. Wash thoroughly after using. Wash clothing before re-use.

FIRST AID:

If K-33 is ingested, give two tablespoons of milk of magnesia or aluminum hydroxide gel suspended in water (the whites of two or three eggs may be used). Follow with an emetic (a tablespoon of mustard or table salt in a glass of warm water). Then give olive oil or mucilaginous drink. Never give anything by mouth to an unconscious person. CALL A PHYSICIAN IMMEDIATELY.

NET CONTENTS: 50 lbs.

MANUFACTURED BY: Osmose Wood Preserving Co. of America, Inc.  
980 Ellicott Street  
Buffalo, New York 14209

**Appendix E**  
**Documentation On Dewatering Of Dredge Spoils**

New York State  
Department of Environmental Conservation



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted on this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

Permit No. 3084-0118

Expiration Date December 31, 1985

Regional Permit Administrator  
Department of Environmental Conservation  
Region 3  
New Paltz, New York 12561-1696

Telephone (914) 255-5453

# PERMIT

## UNDER THE ENVIRONMENTAL CONSERVATION LAW

☐ ARTICLE 15, (Protection of Water)  
☐ ARTICLE 24, (Freshwater Wetlands)

☐ ARTICLE 25, (Tidal Wetlands) ☒ Water Quality Certification  
☐ ARTICLE 36, (Construction in Flood Hazard Areas)

|                                                                                                                                                                                                                          |                   |                                  |                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|---------------------------------------------|
| PERMIT ISSUED TO<br>New York Power Authority                                                                                                                                                                             |                   |                                  |                                             |
| ADDRESS OF PERMITTEE<br>123 Main Street, White Plains, NY 10601                                                                                                                                                          |                   |                                  |                                             |
| LOCATION OF PROJECT (Section of stream, tidal wetland, dam, building)<br>Hudson River in proximity to the water intake screens at Indian Point No. 3 Nuclear Power Plant with upland disposal at F.I.C.A landfill.       |                   |                                  |                                             |
| DESCRIPTION OF PROJECT<br>Dredge approximately 6000 cubic yards of sediment and dispose of that material in accordance with the plans and reports submitted as part of the request for this Water Quality Certification. |                   |                                  |                                             |
| COMMUNITY NAME (City, Town, Village)<br>Village of Buchanan                                                                                                                                                              |                   | TOWN<br>Cortlandt & Poughkeepsie |                                             |
| COUNTY<br>Westchester                                                                                                                                                                                                    | FIA COMMUNITY NO. | DAM NO.                          | PERMIT EXPIRATION DATE<br>December 31, 1985 |

## GENERAL CONDITIONS

1. The permittee shall file in the office of the appropriate Regional Permit Administrator, a notice of intention to commence work at least 48 hours in advance of the time of commencement and shall also notify him promptly in writing of the completion of the work.

2. The permitted work shall be subject to inspection by an authorized representative of the Department of Environmental Conservation who may order the work suspended if the public interest so requires.

3. As a condition of the issuance of this permit, the applicant has accepted expressly, by the execution of the application, the full legal responsibility for all damages, direct or indirect, of whatever nature, and by whomsoever suffered, arising out of the project described herein and has agreed to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from the said project.

4. Any material dredged in the prosecution of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of the waterway or flood plain or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway.

5. Any material to be deposited or dumped under this permit, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material into the waterway.

6. There shall be no unreasonable interference with navigation by the work herein authorized.

7. That if future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

8. That the State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

9. That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the owner.

10. All work carried out under this permit shall be performed in accordance with established engineering practice and in a workmanlike manner.

11. If granted under Articles 24 or 25, the Department reserves the right to reconsider this approval at any time and after due notice and hearing to continue, rescind or modify this permit in such a manner as may be found to be just and equitable. If upon the expiration or revocation of this permit, the modification of the wetland hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

12. This permit shall not be construed as conveying to the applicant any right to trespass upon the lands or interfere with the riparian rights of others to perform the permitted work or as authorizing the impairment of any rights, title or interest in real or personal property held or vested in a person not a party to the permit.

13. The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way which may be required for this project.

14. If granted under Article 36, this permit is granted solely on the basis of the requirements of Article 36 of the Environmental Conservation Law and Part 500 of 6 NYCRR (Construction in Flood Plain Areas having Special Flood Hazards - Building Permits) and in no way signifies that the project will be free from flooding.

15. By acceptance of this permit the permittee agrees that the permit is contingent upon strict compliance with the special conditions on the reverse side.

DREDGING CONDITION

16. Dredging shall not be undertaken during the period of May 1 and July 15 in order to minimize adverse effects on developing eggs and larvae of estuarine species.

TRANSPORTATION, UNLOADING & STAGING AREA CONDITIONS

17. Adequate precautions shall be taken to prevent spillage during transit and unloading of the dredged material.
18. Any discharge associated with the de-watering of the dredged material shall meet all applicable water quality standards of the State of New York at the point of discharge.
19. Any discharge which causes a noticeable contrast in turbidity with natural conditions of the receiving water at the point of discharge shall immediately be halted. Corrective measures shall be implemented prior to resuming the discharge.
20. Dredged material stockpiled at the staging area shall be suitably contained to prevent any material from washing into the Hudson River.
21. Dredged material shall be de-watered prior to transit to the upland disposal site.

DISPOSAL CONDITIONS

22. Disposal of the dredged material, at any location other than the F.I.C.A. Landfill, 275 Van Wagner Road, Poughkeepsie, NY requires the written approval of this Department.
23. This certification does not represent an approval as to the acceptability of the dredged material for use as "final cover" as the term is defined in 6NYCRR Part 360.
24. This certification does not relieve the responsibility of the owners or operators of the F.I.C.A. Landfill from complying with all provisions of 6NYCRR Part 360 and all Departmental orders, requirements and conditions.
25. In the event that the F.I.C.A. landfill is required to cease the receipt of solid waste, the dredged material may be deposited at the landfill site providing that such disposal is compatible with all approved closure plans, requirements or orders.

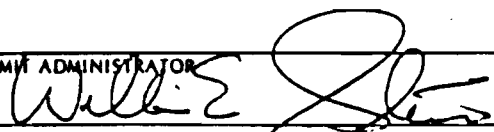
Continued on Page 3

PERMIT ISSUE DATE

PERMIT ADMINISTRATOR

ADDRESS SOUTH PUTT CORNERS RD.  
NEW PALTZ, NEW YORK 12561

SEPTEMBER 14, 1984



26. The Department reserves the right to modify, suspend or revoke this certification if:
- ° the permittee fails to comply with the terms and conditions of this certification
  - ° significant physical changes occur or newly discovered information requires re-consideration
  - ° non-compliance with any provisions of the Environmental Conservation Law or regulations of the Department directly related to the permitted activity occurs

#### WATER QUALITY CERTIFICATION

In accordance with Section 401(a)(1) of the Clean Waters Act of 1977 (PL95-217) the NYS Department of Environmental Conservation hereby certifies that the subject project proposal will not contravene effluent limitations or other limitations or standards of Sections 301, 302, 303, 306 or 307 of the Act.

#### SEQR NOTE

Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action and the Department of Environmental Conservation (DEC) has determined that it will not have a significant effect on the environment. Other involved agencies may reach an independent determination of environmental significance for this project.

#### DISTRIBUTION

P. D. Keller  
Law Enforcement  
J. Isaacs  
R. Gardineer/E. Cassidy  
A. Buchholz, Supervisor/Town of Poughkeepsie  
D. Miller, Scenic Hudson, Inc. .  
M. Clippert  
J. Milo, F.I.C.A. Landfill  
J. Morton, Department of State  
M. Greges, US Army Corps of Engineers

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GROUND LEASE

Between

NEW D CORP.

And

GREAT LAKE DREDGE & DOCK COMPANY

---

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Dated: October , 1984

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VAN DEWATER AND VAN DEWATER

COUNSELORS AT LAW

MILL & GARDEN STREETS P.O. BOX 112

POUGHKEEPSIE, N.Y. 12602

GROUND LEASE

THIS LEASE AGREEMENT, made and entered into this       day of October, 1984 by and between NEW D CORP., P. O. Box 3020, Poughkeepsie, New York, hereinafter called the "Lessor", and GREAT LAKE DREDGE & DOCK COMPANY, 990 Rahway Avenue, Union, New Jersey, hereinafter called the "Lessee", the terms "Lessor" and "Lessee" to include their successors and assigns wherever the context so requires or admits.

W I T N E S S E T H:

ARTICLE I

DESCRIPTION OF PROPERTY

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants and provisions herein contained to be kept and performed by the Lessee, does hereby lease, let, and demise unto the Lessee, and the Lessee hereby hires from the Lessor the following described premises:

ALL that certain piece or parcel of property situate lying and being in the Town of Poughkeepsie, County of Dutchess and State of New York more particularly described as follows:

Commencing at a point 300 feet South of the Northerly boundary of the property now or formerly owned by A. C. Dutton Lumber Corporation on the Westerly side of the north-south road which runs essentially

parallel to the Hudson River at a distance of approximately 85 feet from said River, thence West 85 feet to the Hudson River shore line, thence South 510 feet to a point on the Hudson River shore line, thence East 85 feet to the Westerly boundary of the above mentioned north-south road and thence North 510 feet to the point or place of beginning.

## ARTICLE II

### TERM

The Lessee, its successors and assigns are to have and to hold the above-described premises together with the rights and appurtenances thereto for a term commencing October 20, 1984 and terminating at midnight November 30, 1984.

## ARTICLE III

### USE

The Lessee is currently dredging property near the Indian Point power station on the Hudson River and needs space to store the dredged material so that said material can dry sufficiently so that it can be transported from the leased premises. The leased premises may be used by the Lessee for this purpose and for no other purpose without the express written consent of the Lessor.

The Lessee shall be entitled to grade the property as needed to store the material during the term of this lease. However, after all of the material has been removed at the termination of this lease, the Lessee shall, at its own cost and

expense, regrade the leased premises so that it is returned to the state which existed prior to the commencement of this lease. Failure of the Lessee to regrade as herein provided shall entitle the Lessor to accomplish said regrading and charge the full cost thereof to the Lessee or deduct said cost from the cash bond posted hereunder.

#### ARTICLE IV

##### GOVERNMENTAL AUTHORIZATION

The Lessee shall not store any material of any kind on the property until it has obtained all necessary governmental approvals at its own cost and expense.

#### ARTICLE V

##### RENT

The Lessee agrees to pay rent to the Lessor for the leased property for the term specified in this lease in the amount of \$20,000.00. Said rent shall be due and payable as follows: \$10,000.00 upon the execution of this lease agreement and \$10,000.00 at the termination of this lease or November 30, 1984, whichever comes first. Should the Lessee remain in possession beyond the termination of this lease, the Lessee shall pay the sum of \$500.00 to the Lessor for each day it has any dredged material on the property which has not been removed pursuant to the terms of this lease.

## ARTICLE VI

### CERTIFICATIONS

The Lessee represents and warrants that the material to be stored on the Lessor's property will at all times be non-toxic and not harmful to the environment in any way, including, but not limited to, the river, ground water and air. At the request of the Lessor, the Lessee will supply a written certification to this effect at any time during the time of this lease. In addition, the Lessor shall be entitled to test the material at any time it is stored on its premises. Should said test reveal harmful or toxic substances within the stored material, the Lessee shall remove the same promptly and, in the absence of prompt removal by the Lessee, the Lessee authorizes the Lessor to resort to the \$20,000.00 cash bond deposited hereunder to effect such removal.

The Lessee shall put such barriers between the stored material and the Hudson River as are necessary to prevent the seepage or drainage of the material into said River.

## ARTICLE VII

### INSURANCE

#### 1. Public Liability and Property Damage Insurance:

From and after the date of this lease and throughout the term of this lease and any extensions thereof, the Lessee shall protect, defend, indemnify, and save harmless the Lessor from and against

any and all claims, demands, actions, causes of actions, judgments, and all liability to third parties incurred by any act or neglect of the Lessee, or any of its agents, servants, or employees, in, on, or about the demised premises, and shall at all times at its own cost and expense defend any and all actions based thereon, pay all charges of attorneys and all costs and other expenses arising therefrom or relating thereto, and protect the Lessor with public liability insurance and property damage insurance in a responsible insurance company or companies licensed to do business in the State of New York, in such form as may be reasonably satisfactory to the Lessor, in amounts not less than One Million Dollars single limit in case of damage or injury to one person, or injury to more than one person. The property damage insurance coverage required hereunder shall not be less than Three Million Dollars in case of damage to property arising out of one accident. The Lessee will within ten (10) days of the date of this lease, or as soon thereafter as made available by the insurance company, deposit with the Lessor a certificate showing such insurance to be then in force. Thereafter, duplicate originals or certificates of such insurance and all renewals thereof together with proof of premium payment shall be delivered to Lessor.

2. The Lessee shall, simultaneously with the execution of this lease, deposit the sum of \$20,000.00 with the Lessor. In

addition to being security for the payment of the balance of the rent due at the termination of this lease, this deposit is also intended as a cash bond to insure that the leased premises and all adjacent properties are completely clear of the dredged material at the termination of this lease. If the Lessee does not remove all of the dredged material from the leased premises and any of said material dropped on adjacent properties prior to the termination of this lease, the Lessor may proceed to use the \$20,000.00 cash bond to remove said material unless the parties mutually agree in writing to give the Lessee additional time to remove said material. Should the cost of removal exceed the amount of the deposit, the Lessee agrees to reimburse the Lessor for the excess cost.

#### ARTICLE VIII

##### ASSIGNMENT OR TRANSFER BY LESSEE

The Lessee shall have no right to assign, sublet, or transfer any or all of its rights and privileges under this lease.

#### ARTICLE IX

##### TERMINATION

Upon the expiration or earlier termination of the term hereof, the Lessee covenants to surrender and yield up peacefully and quietly to the Lessor possession of the demised premises, subject however, to Lessee's obligation to remove all stored

dredging material from the leased premises and all adjacent property.

#### ARTICLE X

##### COMPLIANCE WITH LAWS

The Lessee covenants throughout the term of this lease, at its sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments or other governmental or quasi-governmental authorities having jurisdiction and appropriate departments, commissions, boards and officers thereof, foreseen or unforeseen, ordinary as well as extraordinary which may be applicable to the demised premises. The Lessee will likewise observe and comply with the requirements of all policies of public liability and all other policies of insurance at any time in force with respect to the demised premises.

#### ARTICLE XI

##### MECHANIC'S LIENS

1. The Lessee shall not suffer or permit any mechanic's liens to be filed against the demised premises or any part thereof by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied, subsequent to the date of this lease, to or for the Lessee or any one holding the demised premises or any part thereof through or under the

Lessee. If any such mechanic's lien shall at any time be filed against the demised premises, the Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same except as below provided.

2. The Lessee, however, shall have the right to contest any such lien or liens provided that, within thirty (30) days after any such lien attaches to the demised premises, it shall give notice to the Lessor of its intention to contest the same, such notice to specify the amount of the lien or liens to be contested, and provided that, at the time of giving such notice, the Lessee shall deposit with the Lessor a sum equal to the amount of the lien or liens to be contested; in the alternative, the Lessee shall have the right to transfer the lien to a bond in a like amount issued by a surety or insurance company licensed to do business in the State of New York, said bond to provide for the payment in full of the lien together with interest and all costs related thereto, and provided further that the Lessee shall proceed to contest the validity or amount of such lien or liens by appropriate legal proceedings. While such legal proceedings are pending, and the Lessee is not in default with respect to any of the deposits provided for herein, the Lessor shall not have the right to pay, remove or discharge any such lien so contested. If the Lessee, after making such deposit shall fail to continue to

contest the validity or amount of any such lien from the demised premises, the Lessor shall apply such deposit to the payment of such lien and any accrued interest, or other charges in connection therewith, in such manner and at such times as the Lessor shall determine, the balance, if any, shall be paid to the Lessee. Lessee's deposit shall include sufficient funds to pay any judgment that may be rendered. Lessee further agrees that if any holder of a first mortgage shall demand such mechanic's lien be released, Lessee shall cause the same to be so released and discharged.

#### ARTICLE XII

##### INDEMNIFICATION OF LESSOR

1. The Lessee agrees to defend, indemnify and save the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in or about the demised premises by the Lessee, its employees or agents, and agrees further to reimburse the Lessor for all costs it may sustain as a result of any such claims including counsel fees and court costs.

2. The Lessee shall, during the term of this lease, defend and save the Lessor harmless and indemnify him from and against any and all penalties and damages arising or resulting

from the storage on the leased premises of any material which is found to be toxic or for any activity carried on by the Lessor deemed harmful to the environment by the appropriate governmental agency.

ARTICLE XIII

MISCELLANEOUS

1. No modification, alteration, or amendment of this lease shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns.

2. Neither the Lessor nor the Lessee nor any of their agents have made any statements, promises or agreements verbally or in writing in conflict with the terms of this lease. Any and all representations by either of the parties or their agents made during negotiations prior to execution of this lease and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. The Lessor and Lessee mutually covenant that no broker, agent or third party was the inducing cause of this agreement and that neither Lessee nor Lessor is a party to or is in any way obligated under or has any knowledge of any contract or outstanding claim for the payment of any broker's or finder's fee in connection with the origin, negotiation, execution or performance of this lease. The Lessor and Lessee mutually covenant to defend, indemnify and hold each

other harmless from any claim for brokerage fees or commissions relative to this lease or to the transactions contemplated herein. It is further agreed that this lease contains the entire agreement between the parties, and no rights are to be conferred upon the Lessor or Lessee until this lease has been executed by the Lessee and Lessor, and executed copies have been delivered to the respective parties hereto.

3. All terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender.

4. The agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

5. The Lessor and Lessee are not and shall not be considered joint adventurers nor partners and neither shall have power to bind or obligate the other except as set forth herein.

6. The head notes to the sections of this agreement are inserted only as a matter of convenience and for reference, and in

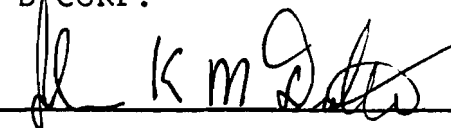
no way confine, limit, or describe the scope or intent of any section of this agreement, nor in any way affect this agreement.

7. This lease shall not be placed of record.

8. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement the day and year first above written.

NEW D CORP.

BY:  v-p.

GREAT LAKE DREDGE & DOCK COMPANY

BY: 



# National Fire Insurance Company of Hartford

CNA Plaza  
Chicago, Illinois 60685

A Stock Company  
Herein called the Company

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

GREAT LAKES DREDGE & DOCK COMPANY, UNION, NEW JERSEY, Principal,  
and NATIONAL FIRE INSURANCE CO. OF HARTFORD, CHICAGO, ILLINOIS, Surety, are held and firmly bound  
unto NEW D CORP., P.O. BOX 3020, POUGHKEEPSIE, NEW YORK, Obligee,  
in the sum of Twenty thousand and no/100 Dollars (\$ 20,000.00 ),  
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

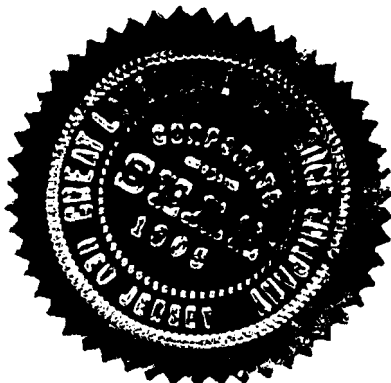
WHEREAS, Principal has entered into a contract with Obligee, dated October 20, 1984  
for

LEASE OF PROPERTY IN POUGHKEEPSIE, NEW YORK DESCRIBED IN ARTICLE I  
AND RESTORATION TO ORIGINAL CONDITIONS UPON TERMINATION OF LEASE.

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all  
persons supplying labor and material in the prosecution of the work provided for in said contract, and any  
and all duly authorized modifications of said contract that may hereafter be made, notice of which modifi-  
cations to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED  
October 23, 1984



 (Seal)  
Principal

National Fire Insurance Company of Hartford  
by   
Attorney-in-Fact

## PURCHASE ORDER

**GREAT LAKES DREDGE & DOCK COMPANY**

## CORPORATE OFFICE

2122 York Road • Oak Brook, Illinois 60521 • Telex No. 254441

Mail Invoice in three (3) copies. NO LESS, to  
Great Lakes Dredge & Dock Company at X below.

Dutton Storage and Distribution Co.  
P.O. Box 3020  
Poughkeepsie, New York 12603

2122 YORK ROAD, OAK BROOK, IL 60521  
PH. 312-920-3000

2475 CANAL ST., NEW ORLEANS, LA 70119  
PH. 504-822-8444

X

~~2747 RICHMOND TERR. (718) 981-2700~~  
~~STATEN ISLAND, N.Y. 10303~~

X

2747 Richmond Terr. (718) 981-2700  
Staten Island, N.Y. 10303

VENDOR NO.

DATE

10-18-84

PURCHASE  
ORDER NO.

17020

SHIP VIA PREPAID ☐ PARCEL POST ☐ MOTOR FREIGHT ☐ AIR FREIGHT ☐ U.P.S. ☐ RAIL ☐ OTHER

TO: GREAT LAKES DREDGE &amp; DOCK COMPANY

13065-005-6767

Provide Facilities during our Dredging Operations.

**CONFIRMING ORDER**  
**DO NOT DUPLICATE**NOTICE  
ON BILLS OF LADING, SHIPPING MEMO., INVOICE  
AND EVERY PACKAGE PUT ORDER NUMBER

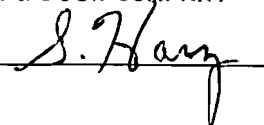
We will not be responsible for any goods delivered without a PURCHASE ORDER.

The seller agrees to replace any and all material or merchandise which may be defective in workmanship or quality, or which is not in accordance with specifications and order, and agrees to pay all transportation charges on such rejected or incorrect material. Such material held by us pending your disposition will be at your risk. Deliver no invoice to employees. The date invoices are received by the Purchasing Agent will be considered the first day of the period which the cash discount shown on the invoice is allowable. Load tickets must be left with goods and must show contents of packages.

SEE OTHER CONDITIONS ON REVERSE SIDE

GREAT LAKES DREDGE &amp; DOCK COMPANY

BY S. Harz



## TERMS AND CONDITIONS

It is expressly agreed that the foregoing shipping and billing instructions and the terms and conditions hereinafter set out are made a part of the order given herewith.

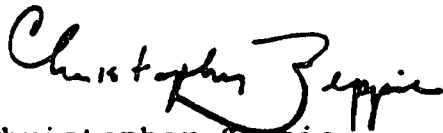
1. You are required to acknowledge this order promptly in writing directed to us at **Address Shown on Reverse Side**
2. We reserve the right to refuse, without further liability on our part, merchandise or services which fail to comply with this order or any of its terms and conditions as to quality, grade or merchandise or services for which the order calls, failure of workmanship and quality or failure to conform in every respect with the specifications, blueprints, approved samples or other requirements on which this order may be based; for failure to deliver quantities specified or at the times specified in this order; or which otherwise fail to meet the terms and conditions of this order.
3. In the event of failure to acknowledge and accept this order in writing, we may, without notice, elect to waive written acknowledgment and acceptance, and to regard the shipment of the material or merchandise called for herein, or the performance or commencement of performance of work or services specified herein as an acceptance of this order, subject to all of the terms and conditions herein set out.
4. This order shall not be valid and binding on us unless and until signed by our Procurement Manager or Purchasing Agent. Signature of Procurement Manager or Purchasing Agent on the face sheet of this order if it consists of more than one sheet, shall constitute a signature for all pages attached thereto and referenced on the face sheet.
5. You shall make no substitutions or changes in this order without written authority executed in the same manner as the original order.
6. On orders involving work to be performed by you at our jobsite, you will, at your own expense, procure and maintain in full force and effect Workmen's Compensation Insurance and Employers' Liability Insurance, and such other insurance to the extent that same may be required by law; and will carry General Public Liability, Property Damage and such other insurance, in such amounts as may be reasonably necessary for the prudent performance of this order. Certificates of insurance as called for herein shall be furnished to us before any work called for in this order is commenced. You agree to save us harmless and to indemnify us in any case where a decree, judgment or direction to pay money may be procured against us as a result of a suit, action or proceeding against us where same results from labor wholly within your control, whether due to your negligence or otherwise.
7. You agree to withhold and to pay to the proper governmental authorities social security taxes and unemployment compensation taxes in any and all jurisdictions, as may be required by law, and to hold us harmless against any claims for non-payment or insufficient payment of same.
8. No over-time charges shall be paid by us without prior written authorization.
9. Notwithstanding our right to regard shipment of merchandise or performance or commencement of performance of work as an acceptance of this order, all merchandise and services are subject to our inspection and acceptance. Without limiting our right to any relief to which we may be entitled by law, we reserve the right to return defective goods at your expense for full credit or for replacement at the price stipulated herein. Acceptance of defective materials or services shall not preclude us from thereafter rejecting other defective materials delivered or work performed under this order, because of the same or other defects.
10. Any waiver of terms and conditions of this order shall not prevent us from thereafter insisting upon complete compliance with the terms and conditions set forth in this order, with respect to subsequent deliveries of merchandise or services, and shall not constitute a waiver of any other terms and conditions.
11. By acceptance of this purchase order, you expressly warrant that all materials to be furnished hereunder will be delivered in conformity to and in compliance with all applicable laws, orders and regulations of the Federal, State or Local Governments or agencies of such Governments, having jurisdiction. In the performance of your obligations hereunder, you and your agents, servants and employees, shall observe labor and safety laws and regulations, and shall save and hold us harmless from any loss as a result of your failure to do so.
12. You agree that patterns, tools and other or any equipment required for the performance of this order will be provided at your expense.
13. Any article made according to our design or developed for us at our direction, or any designs supplied by us or copies thereof, shall not be furnished to others without our written consent.
14. Unless otherwise specified on the face hereof, all packing and cartage charges, including tax, shall be assumed and paid by you and will not be allowed by us. If deficiencies are found behind the schedule specified in this order as to make it necessary for us to request you to make shipment by other means, at a rate other than you will allow the increased transportation cost.
15. You agree to indemnify and hold us harmless against any and all damages to us or otherwise (whether caused by negligence or otherwise) to any of the merchandise covered by this order, while the same is in your possession, or the possession of your agents, or subcontractors or other persons, or while the same are in or on by which you have provided such merchandise to be kept.
16. You agree to hold us harmless from, and to indemnify us against all loss, liability, damage and expense (including in the case of litigation, reasonable attorneys' fees and disbursements) arising from or connected with (a) any claim or injury to person or property, or (b) any claim or injury to any person or property by you, your agents or employees while executing this order or making delivery hereunder, or (c) any claim or injury to any person or property arising out of the use or such merchandise or services, or (d) any claim or injury to any person or property arising out of unfair competition or any other cause, or (e) any claim or injury to any person or property arising out of any claim related to above. We agree to give you reasonable notice of such claims and to cooperate with you in the defense of such claims.
17. It is understood that the order and invoice will be returned to us with the invoice. Invoices incorrectly or incompletely executed will be returned for correction. Invoices not received within a specified period shall not constitute until invoice is received properly executed.
18. If, at the time of receipt of merchandise, the merchandise has not been received at destination, and we elect to make payment in advance of the receipt of the merchandise, we agree to accept the responsibility for such prepayment shall not constitute a waiver of any rights or claims which you may have in connection with the shipment of the merchandise after receipt.
19. If any Federal, State or local government or authority having jurisdiction shall direct us to undertake or refrain from undertaking work or service, or to withhold or suspend the merchandise or services ordered herewith, it shall become unnecessary, we may, without liability, suspend the work or service or suspend the merchandise or services, and we shall not be liable for any balance due of remaining undelivered or unperformed.
20. All merchandise delivered under this order shall be subject to inspection and acceptance by both in the Occupational Health & Safety Act.
21. We are an Equal Opportunity Employer.
22. We are an Equal Opportunity Employer. We do not discriminate in employment on the basis of race, sex, color, religion, national origin, or ancestry. We encourage all our employees to follow our Equal Opportunity Policies, and welcome evidence thereof.

May 8, 1984

Please note that, as it is understood by me, that Mr. Milo must be confident that the material can be placed at the required permeability for final cover and must request permission for its use as same from the New York State Department of Environmental Conservation, Region III.

Please feel free to contact me at (914) 681-6408 if further clarification is warranted.

Sincerely,

A handwritten signature in cursive script, reading "Christopher Zeppie". The signature is written in dark ink and is positioned above the printed name and title.

Christopher Zeppie  
Environmental Engineer

CZ:cms

cc: J. Milo

bcc: J. Blake  
W. Slade  
J. Lyons  
D. Quinn

Table 2. Results of bulk analysis of sediment from the vicinity of Indian Point Generating Station Unit 3

| Type of Analysis<br>(unit of measurement) | Core Sample (Station) Number <sup>a</sup> |                  |                  |                  |                  |                  |
|-------------------------------------------|-------------------------------------------|------------------|------------------|------------------|------------------|------------------|
|                                           | 1                                         | 2                | 3                | M1               | M2               | M3               |
| Grain Size Distribution (wt. %)           |                                           |                  |                  |                  |                  |                  |
| Sand ( $\geq 0.0625$ mm)                  | b                                         | 1.88             | 1.11             | 3.13             | 1.77             | 1.07             |
| Silt (0.0625-0.0039 mm)                   | b                                         | 61.29            | 63.08            | 59.06            | 58.26            | 58.56            |
| Clay ( $< 0.0039$ mm)                     | b                                         | 36.83            | 35.81            | 37.78            | 39.98            | 40.37            |
| Total Organic Carbon (wt. %)              | b                                         | 13.1             | 9.3              | 9.7              | 8.1              | 9.9              |
| Water Content (wt. %)                     | b                                         | 59.5             | 56.2             | 52.8             | 60.8             | 55.6             |
| PCB's ( $\mu\text{g/g}$ , dry wt.)        | b                                         | 5.1              | 4.9              | 3.2              | 1.8              | 2.4              |
| Trace Metals ( $\mu\text{g/g}$ , dry wt)  |                                           |                  |                  |                  |                  |                  |
| Copper                                    | b                                         | 99               | 100              | 106              | 100              | 96               |
| Nickel                                    | b                                         | 36               | 37               | 43               | 45               | 44               |
| Zinc                                      | b                                         | 280              | 300              | 310              | 290              | 290              |
| Radionuclides (pCi/gm) <sup>c</sup>       |                                           |                  |                  |                  |                  |                  |
| Cesium - 137                              | b                                         | $3.0 \pm 0.2$    | $2.7 \pm 0.2$    | $2.8 \pm 0.2$    | $2.3 \pm 0.2$    | $1.9 \pm 0.2$    |
| Cesium - 134                              | b                                         | $0.14 \pm 0.07$  | $0.14 \pm 0.07$  | $0.12 \pm 0.09$  | $0.19 \pm 0.07$  | $0.13 \pm 0.07$  |
| Manganese - 54                            | b                                         | $-0.03 \pm 0.06$ | $-0.01 \pm 0.06$ | $0.06 \pm 0.08$  | $-0.01 \pm 0.05$ | $0.00 \pm 0.06$  |
| Cobalt - 58                               | b                                         | $0.06 \pm 0.05$  | $-0.04 \pm 0.04$ | $-0.02 \pm 0.07$ | $-0.01 \pm 0.5$  | $0.04 \pm 0.06$  |
| Cobalt - 60                               | b                                         | $0.30 \pm 0.09$  | $0.25 \pm 0.09$  | $0.28 \pm 0.11$  | $0.32 \pm 0.09$  | $0.16 \pm 0.09$  |
| Iodine - 131                              | b                                         | $0.30 \pm 0.10$  | $-0.09 \pm 0.10$ | $-0.1 \pm 0.3$   | $-0.1 \pm 0.2$   | $-0.0 \pm 0.2$   |
| Zirconium - 95                            | b                                         | $-0.02 \pm 0.09$ | $0.07 \pm 0.09$  | $-0.10 \pm 0.13$ | $0.04 \pm 0.09$  | $0.03 \pm 0.09$  |
| Ruthenium - 106                           | b                                         | $-0.3 \pm 0.5$   | $0.7 \pm 0.5$    | $0.0 \pm 0.7$    | $-0.1 \pm 0.5$   | $-0.4 \pm 0.6$   |
| Potassium - 40                            | b                                         | $24 \pm 2$       | $20 \pm 2$       | $19 \pm 3$       | $18 \pm 2$       | $14 \pm 2$       |
| Radium - 226                              | b                                         | $0.8 \pm 0.2$    | $0.6 \pm 0.2$    | $1.2 \pm 0.2$    | $0.7 \pm 0.2$    | $0.6 \pm 0.2$    |
| Thorium - 228                             | b                                         | $1.1 \pm 0.2$    | $1.2 \pm 0.2$    | $1.1 \pm 0.3$    | $1.1 \pm 0.2$    | $0.8 \pm 0.2$    |
| Beryllium - 7                             | b                                         | $-0.2 \pm 0.6$   | $0.0 \pm 0.6$    | $0.9 \pm 0.9$    | $-0.1 \pm 0.6$   | $-0.3 \pm 0.6$   |
| Barium - 140                              | b                                         | $-0.1 \pm 0.3$   | $0.1 \pm 0.2$    | $0.2 \pm 0.6$    | $0.4 \pm 0.4$    | $-0.4 \pm 0.5$   |
| Ruthenium - 103                           | b                                         | $0.04 \pm 0.06$  | $-0.02 \pm 0.06$ | $-0.01 \pm 0.09$ | $0.02 \pm 0.06$  | $-0.02 \pm 0.07$ |
| Cerium - 144                              | b                                         | $-0.1 \pm 0.3$   | $-0.0 \pm 0.4$   | $0.2 \pm 0.4$    | $0.0 \pm 0.3$    | $-0.1 \pm 0.3$   |
| Cerium - 141                              | b                                         | $0.02 \pm 0.09$  | $0.06 \pm 0.10$  | $0.03 \pm 0.13$  | $0.0 \pm 0.10$   | $0.04 \pm 0.11$  |

<sup>a</sup>Core samples were not vertically stratified as determined by visual inspection. Consequently, analyses were performed on composited material from each station.

<sup>b</sup>Sediment could not be collected at Station 1.

Table 4. Results of EP Toxicity Test performed on a composite sample of sediment from Station Nos. 2, 3, M1, M2, and M3 in the vicinity of Indian Point Generating Station Unit 3

| Material          | Concentration of Chemical Constituent           |                                            |
|-------------------|-------------------------------------------------|--------------------------------------------|
|                   | Maximum Contamination Level ( $\mu\text{g/l}$ ) | Measured Concentration ( $\mu\text{g/l}$ ) |
| Arsenic           | 5,000                                           | <5                                         |
| Barium            | 100,000                                         | 310                                        |
| Cadmium           | 1,000                                           | 20                                         |
| Chromium          | 5,000                                           | <5                                         |
| Lead              | 5,000                                           | <5                                         |
| Mercury           | 200                                             | <0.05                                      |
| Selenium          | 1,000                                           | <5                                         |
| Silver            | 5,000                                           | <0.5                                       |
| Endrin            | 0.2                                             | <0.2                                       |
| Lindane           | 4                                               | <0.2                                       |
| Methoxychlor      | 100                                             | <0.2                                       |
| Toxaphene         | 5                                               | <0.2                                       |
| 2,4-D             | 100                                             | <0.1                                       |
| 2,4,5-TP (Silvex) | 10                                              | <0.1                                       |

Table 3. Results of chemical analysis of dredging-site water and elutriates formulated with sediment from the vicinity of Indian Point Generating Station Unit 3

| Material<br>(unit of<br>measurement)         | Concentration of Chemical Constituents <sup>a,b</sup> |                  |                 |                                        |                           |
|----------------------------------------------|-------------------------------------------------------|------------------|-----------------|----------------------------------------|---------------------------|
|                                              | Cadmium<br>(Cd)                                       | Chromium<br>(Cr) | Mercury<br>(Hg) | Polychlorinated<br>Biphenyls<br>(PCBs) | Petroleum<br>Hydrocarbons |
| Dredging-site<br>water (µg/l)                | 0.22                                                  | 1.2              | <0.05           | 0.1                                    | 36.5                      |
|                                              | 0.27                                                  | 2.3              | <0.05           | 0.1                                    | 45.2                      |
|                                              | 0.20                                                  | 2.1              | <0.05           | 0.1                                    | 69.4                      |
| mean ( $\bar{x}$ )                           | 0.23                                                  | 1.9              | <0.05           | 0.1                                    | 50.4                      |
| Elutriate                                    |                                                       |                  |                 |                                        |                           |
| Composite of<br>Station Nos.<br>2-3 (µg/l)   | <0.20                                                 | 2.6              | <0.05           | 0.9                                    | 192                       |
|                                              | 0.23                                                  | 4.5              | <0.05           | 1.4                                    | 310                       |
|                                              | 0.25                                                  | 2.6              | <0.05           | 1.1                                    | 191                       |
| mean ( $\bar{x}$ )                           | 0.23                                                  | 3.2              | <0.05           | 1.1                                    | 231                       |
| Composite of<br>Station Nos.<br>M1-M3 (µg/l) | <0.20                                                 | 3.5              | <0.05           | 4.2                                    | 356                       |
|                                              | <0.20                                                 | 1.8              | <0.05           | 5.2                                    | 334                       |
|                                              | <0.20                                                 | 2.1              | <0.05           | 3.4                                    | 200                       |
| mean ( $\bar{x}$ )                           | <0.20                                                 | 2.5              | <0.05           | 4.3                                    | 297                       |

<sup>a</sup>Triplicate analyses pertain to separate subsamples of material.

<sup>b</sup>Elutriates were prepared with dredging-site water.

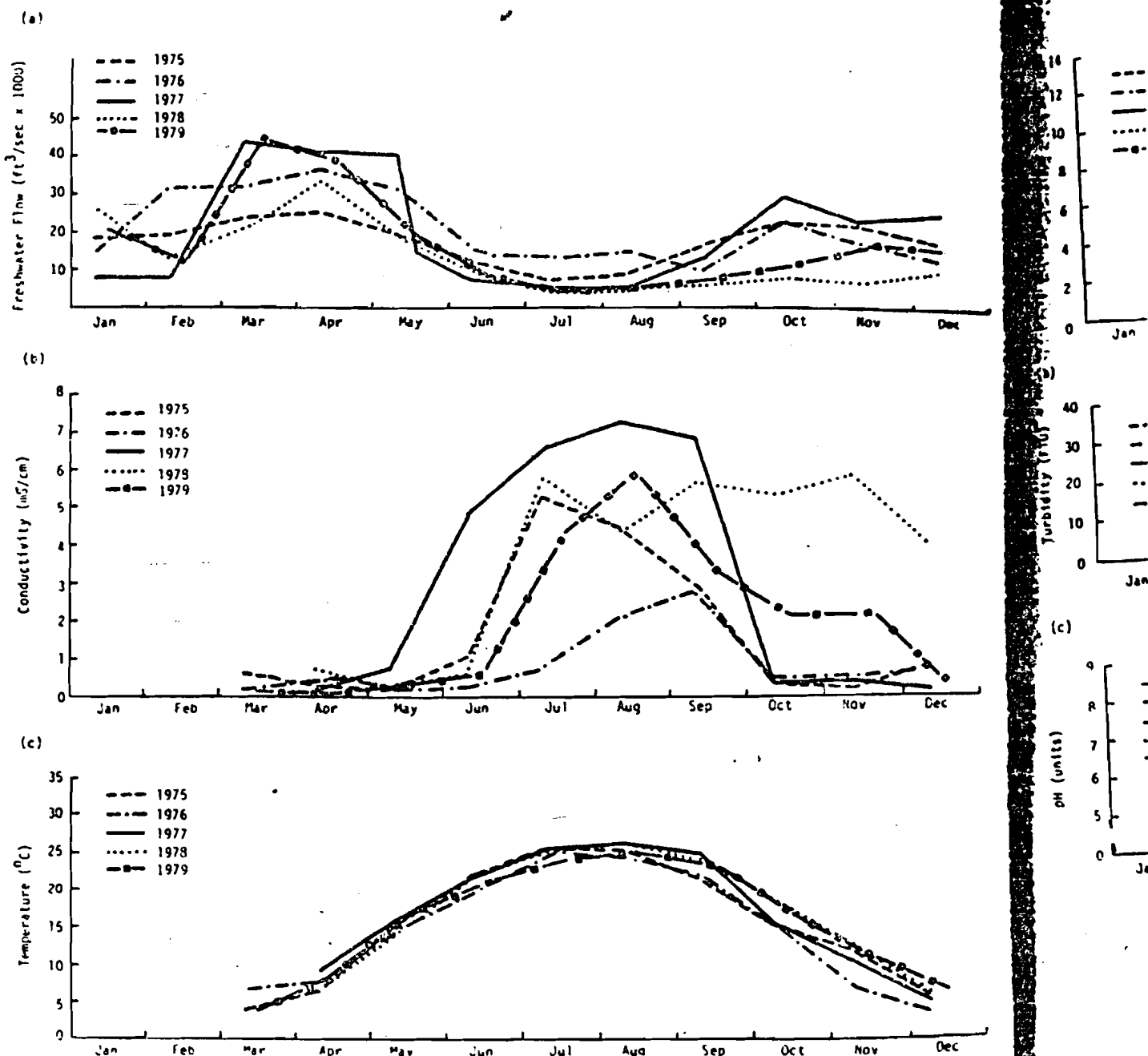


Figure B-1. Monthly Mean Freshwater Flow at Green Island (a) and Conductivity (b) and Water Temperature (c) in Indian Point Region, Hudson River Estuary, 1975 through 1979

Figure B-2

TABLE 3-2. CONDUCTIVITY TO SALINITY CONVERSION\* TABLE<sup>1</sup>

| Conductivity<br>(mS/cm) | Salinity<br>(0/00) | Conductivity<br>(mS/cm) | Salinity<br>(0/00) |
|-------------------------|--------------------|-------------------------|--------------------|
| 0.50                    | 0.28               | 16.00                   | 9.39               |
| 1.00                    | 0.56               | 16.50                   | 9.70               |
| 1.50                    | 0.84               | 17.00                   | 10.01              |
| 2.00                    | 1.13               | 17.50                   | 10.32              |
| 2.50                    | 1.40               | 18.00                   | 10.63              |
| 3.00                    | 1.69               | 18.50                   | 10.94              |
| 3.50                    | 1.98               | 19.00                   | 11.25              |
| 4.00                    | 2.27               | 19.50                   | 11.57              |
| 4.50                    | 2.55               | 20.00                   | 11.88              |
| 5.00                    | 2.84               | 20.50                   | 12.20              |
| 5.50                    | 3.13               | 21.00                   | 12.52              |
| 6.00                    | 3.42               | 21.50                   | 12.83              |
| 6.50                    | 3.71               | 22.00                   | 13.15              |
| 7.00                    | 4.00               | 22.50                   | 13.47              |
| 7.50                    | 4.29               | 23.00                   | 13.79              |
| 8.00                    | 4.59               | 23.50                   | 14.12              |
| 8.50                    | 4.88               | 24.00                   | 14.44              |
| 9.00                    | 5.17               | 24.50                   | 14.76              |
| 9.50                    | 5.47               | 25.00                   | 15.09              |
| 10.00                   | 5.77               | 26.00                   | 15.74              |
| 10.50                   | 6.06               | 27.50                   | 16.73              |
| 11.00                   | 6.36               | 30.00                   | 18.40              |
| 11.50                   | 6.66               | 32.50                   | 20.10              |
| 12.00                   | 6.96               | 35.00                   | 21.83              |
| 12.50                   | 7.26               | 37.50                   | 23.58              |
| 13.00                   | 7.56               | 40.00                   | 25.37              |
| 13.50                   | 7.86               | 42.50                   | 27.19              |
| 14.00                   | 8.17               | 45.00                   | 29.05              |
| 14.50                   | 8.47               | 47.50                   | 30.94              |
| 15.00                   | 8.78               | 50.00                   | 32.87              |
| 15.50                   | 9.08               | 52.50                   | 34.83              |
|                         |                    | 55.00                   | 36.83              |

\*S = -100 n 1 -  $\frac{C_{25}}{178.5}$ , where S = salinity, C<sub>25</sub> = conductivity (mS·cm<sup>-1</sup> e 25°C)

<sup>1</sup>From TI (1981)



This notice of authorization must be  
conspicuously displayed at the site of work.

United States Army Corps of Engineers

5 OCT 19 84

A permit to maintenance dredge with upland disposal to maintain -27 feet  
MLW datum in the Hudson River for the cooling water intakes  
at Indian Point Power Plant, Buchanan, Westchester County, New York

has been issued to Power Authority of the NY on 5 OCT 19 84

Address of Permittee 10 Columbus Circle New York, NY 10019

Permit Number

13384

F.H. Griffis  
Colonel, Corps of Engineers  
District Commander

Application No. 84-115-YW (Public Notice No. 11/75-84-115-YW)

Name of Applicant Power Authority of the State of New York

Effective Date 5 October 1984

Expiration Date (If applicable) 5 October 1994

**DEPARTMENT OF THE ARMY**

**PERMIT NUMBER 13384**

Referring to written request dated 7 February 1984 for a permit to:

(X) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

( ) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344);

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

Power Authority of the State of New York  
10 Columbus Circle  
New York, New York 10019  
(212) 397-6200

is hereby authorized by the Secretary of the Army:  
to

dredge a 15000 square foot area to a depth of 27 feet below mean low water to remove 6000 cubic yards of material with upland disposal where it will be suitably retained to prevent its return to the waterway

in Hudson River

at Indian Point Power Plant, Buchanan, Westchester County, New York

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings, give file number or other definite identification marks.)

1522-15 (Hudson River - PASNY - dredge)

subject to the following conditions:

**I. General Conditions:**

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1344), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1062), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, or any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall allow the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in reasonable accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

j. That this permit does not obviate the requirement to obtain state or local assent required by law for the activity authorized herein.

k. That this permit may be either modified, suspended or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be materially false, materially incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not completed on or before 5th day of Oct, 19 87, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

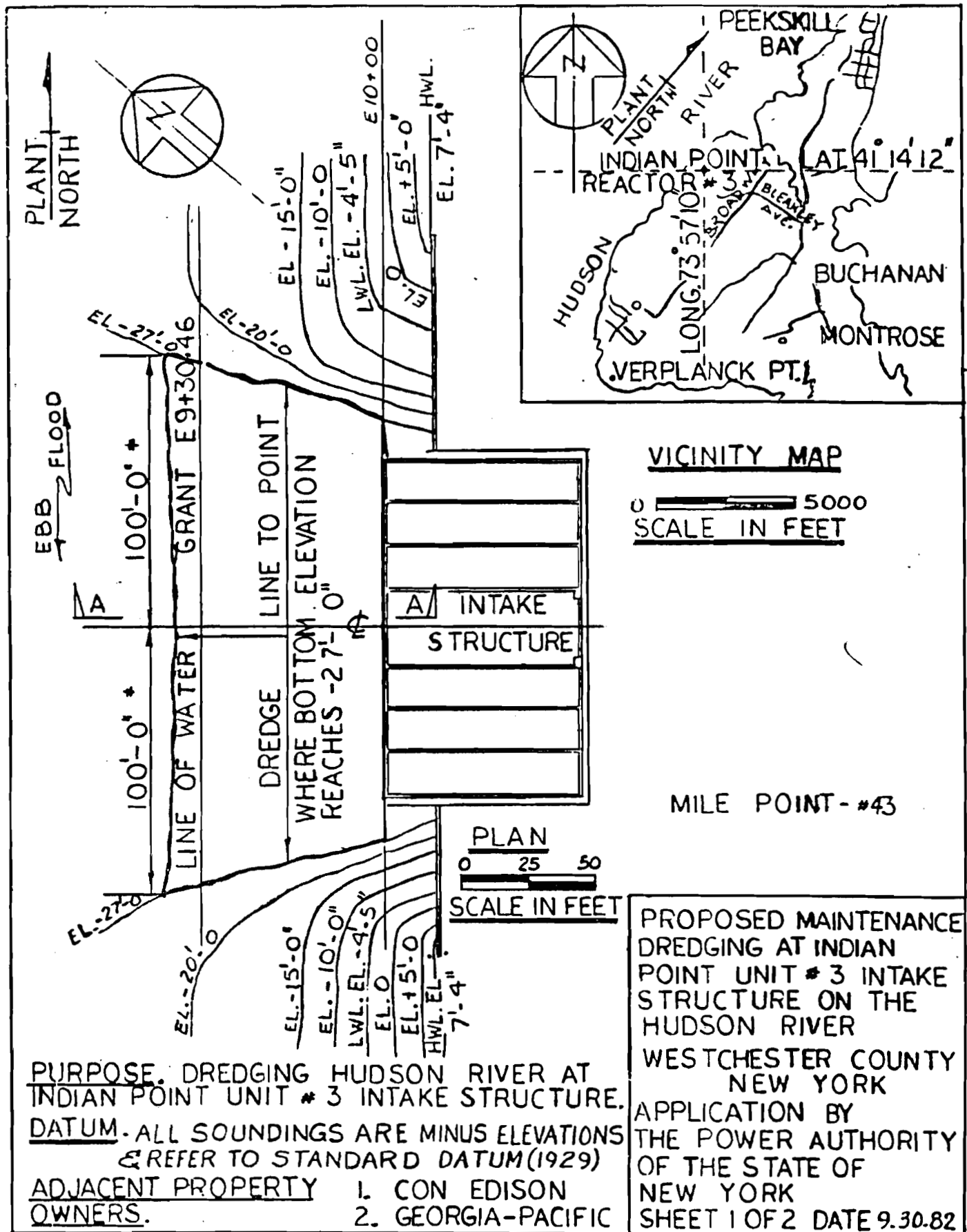
e. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

II. Special Conditions: *(Here list conditions relating specifically to the proposed structure or work authorized by this permit):*

1. No dredging will be performed between March 1st and June 30th of any given year.



**STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:**

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

**MAINTENANCE DREDGING:**

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for 10 years from the date of issuance of this permit (*ten years unless otherwise indicated*);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

**DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:**

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

**DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:**

a. That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

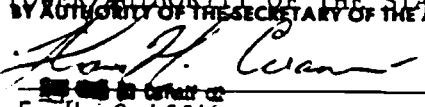
b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or disposal of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
DIRECTOR, ENVIRONMENTAL PERMITTEE  
POWER AUTHORITY OF THE STATE OF NEW YORK  
BY AUTHORITY OF THE SECRETARY OF THE ARMY:

12 Oct '84  
\_\_\_\_\_  
DATE

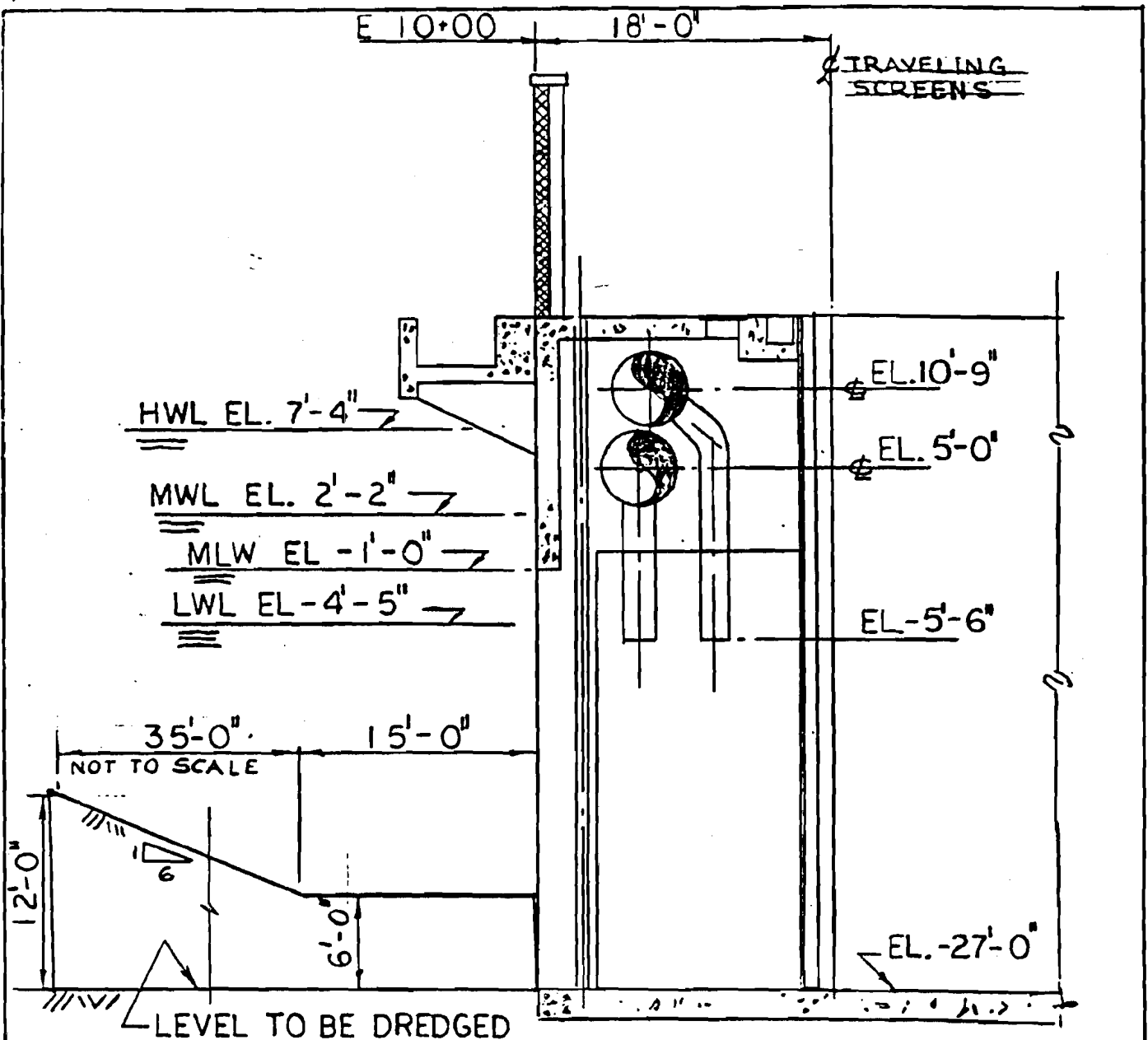
  
\_\_\_\_\_  
E. H. Griffis  
Colonel, Corps of Engineers  
DISTRICT ENGINEER,  
U.S. ARMY, CORPS OF ENGINEERS

5 October 1984  
\_\_\_\_\_  
DATE

Transferee hereby agrees to comply with the terms and conditions of this permit.

\_\_\_\_\_  
TRANSFEEEE

\_\_\_\_\_  
DATE



## SECTION A-A

0 5 10

SCALE IN FEET

**PURPOSE.** DREDGING HUDSON RIVER AT INDIAN POINT UNIT #3 INTAKE STRUCTURE

**DATUM.** ALL SOUNDINGS ARE MINUS ELEVATIONS & REFER TO STANDARD DATUM (1929)

**ADJACENT PROPERTY OWNERS.**

1. CON. EDISON
2. GEORGIA-PACIFIC

PROPOSED MAINTENANCE  
DREDGING AT INDIAN POINT  
UNIT #3 INTAKE STRUCTURE  
ON THE HUDSON RIVER  
WESTCHESTER COUNTY  
NEW YORK

APPLICATION BY  
THE POWER AUTHORITY  
OF THE STATE OF NEW YORK

SHEET 2 OF 2 DATE 9.30.82

**Appendix F**  
**Property Deeds**

38

THIS INDENTURE, Made the 13th day of November  
in the year nineteen hundred and thirteen. BETWEEN, JOHN  
K. SAGUE AND HELEN N. SAGUE, his wife, and SAMUEL I.  
ROBINSON AND EMMA L. ROBINSON, his wife, parties of the  
first part, AND, ARTHUR C. DUTTON, party of the second  
part, WITNESSETH:

That the said parties of the first part in con-  
sideration of the sum of ONE HUNDRED DOLLARS (\$100.00)  
and other good and valuable considerations in dollars,  
lawful money of the United States paid by the said party  
of the second part, do hereby grant, bargain, sell,  
and release unto the said party of the second part, his  
heirs and assigns forever:

ALL those lands and premises, whether now or  
formerly above or below the waters of the Hudson River,  
situate, lying and being in the City of Poughkeepsie, or  
City and Town of Poughkeepsie, in the County of Dutchess  
and State of New York, which are more particularly de-  
scribed as follows:

BEGINNING at the intersection of the north line  
of Hoffman Street with the easterly line of the lands of  
the Poughkeepsie Glass Works:

And running thence easterly along the northerly  
side of Hoffman Street 100 feet more or less to the  
easterly side of the present scale house;

And running thence northerly along the easterly  
side of said scale house 35 feet to the north-easterly  
corner thereof;

And running thence northerly to a point in the  
present fence 39 feet, which point is 35 feet northerly  
of the north side of said scale house measured along said  
fence and 67 feet distant at right angles from Hoffman  
Street;

And running thence westerly parallel to the north  
erly line of lands of the Poughkeepsie Glass Works and  
35 feet distant therefrom or from the extension thereof  
easterly to the easterly line of the strip of land 16 feet  
wide, being the parcel of land secondly described in a  
certain Deed from Edward S. Atwater, as Receiver of the  
Poughkeepsie Iron Company to the New York Central & Hudson  
River Railroad Company, dated January 29, 1913, and re-  
corded in the Dutchess County Clerk's office in Liber 377  
of Deeds at page 583 and following pages:

And running thence southerly along the easterly  
line of said 16 foot strip of land described in said  
Deed to said north line of the lands of the Poughkeepsie  
Glass Works;

1

State of New York.

County of DUTCHESS

of

ss.

On this sixteenth day of September in the year One thousand  
nine hundred and thirteen before me, the subscriber, personally appeared

JOHN E. TOWNSEND AND EDITH LONDON TOWNSEND, his wife,

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

*G. G. G. G. G.*  
Notary Public

FILED  
DUTCHESS COUNTY  
CLERK'S OFFICE  
SEP 29 1913 4 01 PM

1979

Deed.

Full Consent.

John E. Townsend

TO  
Carlton C. Dutton

14

Dated Sept 16 1913

State of New York.

Dutchess County, ss.

Recorded on the 29th

day of Sept 1913, at

4:01 o'clock P. M., in Book

No. 581 of Deeds, at page 501  
and examined.

S. J. Heinrichs  
Clerk.

Williamson Law Book Co., Publishers, Rochester, N. Y.

Together with the appurtenances; and all the estate and rights of the parties of the first part in and to said premises.

To Have and to Hold the above granted premises unto the said party of the second part, his heirs and assigns forever.

And the said John E. Townsend, do covenant with the said party of the second part as follows:

First.—That the parties of the first part are seized of the premises in fee simple, and have good right to convey the same.

Second.—That the party of the second part shall quietly enjoy the said premises.

Third.—That the said premises are free from incumbrances.

Fourth.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth.—That the said John E. Townsend, will forever warrant the title to said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

John E. Townsend [L. S.]  
Edith Landon Townsend [L. S.]

And running thence parallel with and fifty (50) feet southerly from the northerly line of lands under water granted by the People of the State of New York to Henry D. Myers by Letters Patent dated March 6th 1870 and recorded in the Dutchess County Clerk's Office April 16th 1872 in Liber 262 of Deeds at page 144, two hundred and seventy-three (273) feet more or less to the westerly line of said lands under water so granted;

And running thence southerly along the westerly line of the lands under water so granted by the People of the State of New York to Henry D. Myers, nine hundred and twenty-five (925) feet more or less to a point where a line drawn at right angles to the westerly line of said land so granted, from a point on or in range with and one hundred (100) feet south of the northwest angle of the present bulkhead of the so-called Myers ice house dock would intersect said westerly line of said lands under water so granted;

And running thence easterly to said point so mentioned as being on or in range with and one hundred (100) feet south of the northwest angle of the present bulkhead of the so called Myers ice house dock;

And running thence southeasterly to a point in the west line of lands recently purchased by the said New York Central & Hudson River Railroad Company from Edward S. Atwater, as Receiver as above mentioned at the intersection of said west line of land so purchased with a line extending westerly at right angles to the monumented center line of said New York Central & Hudson River Railroad Company from a point in said monumented center line distant five hundred and fifty-one and three tenths (551.3) feet measured northerly at said center line from a stone monument set in said center line and inscribed "391" which said line extending westerly from said center line extends also along the southerly face of the northerly abutment of the so-called Bridge # 208 of the New York Central & Hudson River Railroad Company;

And running thence northerly along the lands of the New York Central & Hudson River Railroad Company purchased as aforesaid to the point of beginning.

SUBJECT, HOWEVER to all the rights, easements and privileges mentioned and described in a Deed from Allison Butts and wife to William Redding, dated November 22nd 1909 and recorded in the Dutchess County Clerk's Office in Liber 363 of Deeds at page 13, to which deed reference is hereby made for a more particular description thereof.

SUBJECT, HOWEVER, to all the limitations, restrictions and easements in favor of said Butts in said Deed contained.

*Hypercon*  
*Selling Will*  
**This Indenture,**

321/501

Made the sixteenth day of September, in the year One thousand nine hundred and thirteen.

Between JOHN E. TOWNSEND AND EDITH LANDON TOWNSEND, his wife,

of the first part, and

ARTHUR C. DUTTON,

of the second part,

**Witnesseth,** That the said parties of the first part, in consideration of the sum of  
ONE HUNDRED DOLLARS

(\$ 100.00 ), lawful money of the United States, paid by the said party of the second part, do hereby grant and release unto the said party of the second part, his heirs and assigns forever,

ALL those certain lands and premises and the appurtenances thereto, situate lying and being in the City or Town ~~and City and Town~~ of Poughkeepsie, County of Dutchess and State of New York, and more particularly described as follows, to wit:

BEGINNING at a point in the west line of lands recently purchased by the New York Central & Hudson River Railroad Company from Edward S. Atwater, as Receiver of the Poughkeepsie Iron Company and conveyed to said New York Central & Hudson River Railroad Company by said Edward S. Atwater, as Receiver of the Poughkeepsie Iron Company by deed dated January 29, 1913 and recorded in the Dutchess County Clerk's office in Liber 377 of Deeds at page 583 and by Arrie M. Butts, individually and as executrix of the last Will and Testament of Allison Butts, deceased, to the said New York Central & Hudson River Railroad Company by deed dated January 29, 1913, and recorded in the Dutchess County Clerk's Office January 29, 1913, in Liber 377 of Deeds at page 586 etc., both of which said last mentioned deeds were recorded in the Dutchess County Clerk's office prior to the record of a certain deed from Arrie M. Butts etc. to Edward S. Atwater, as Receiver etc. dated January 29, 1913 and recorded in the Dutchess County Clerk's Office on January 29, 1913, in Liber 377 of Deeds at page 589 etc., the said point of beginning above mentioned being fifty (50) feet measured in said west line of the New York Central & Hudson River Railroad southerly from the lands now owned by the Marist Brothers and running thence westerly parallel with and

fifty (50) feet southerly from the division line between the lands of the New York Central & Hudson River Railroad Company and the land now owned by the Marist Brothers ninety-five (95) feet more or less;

And running thence easterly along the northerly line of lands of the Poughkeepsie Glass Works to the intersection of such line with the easterly line of lands of the said Poughkeepsie Glass Works:

And running thence southerly along the easterly line of lands of the Poughkeepsie Glass Works to the northerly line of Hoffman Street at the place of beginning.

AND ALSO a strip of land bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly line of lands of the Poughkeepsie Glass Works and the westerly line of the 16 foot strip of land conveyed to the New York Central & Hudson River Railroad Company as aforesaid;

And running from thence westerly 60 feet along the north line of said lands of the Poughkeepsie Glass Works to a point in said line;

Thence running northerly parallel with said 16 foot strip 35 feet to a point;

Thence running easterly 60 feet on a line parallel with and 35 feet distant from said north line of the Poughkeepsie Glass Works to a point in said west line of said 16 foot strip belonging to the New York Central & Hudson River Railroad Company, which said point is 35 feet north of the north line of said Poughkeepsie Glass Works lands, measured along the west line of said 16 foot strip;

Thence running southerly 35 feet along the west line of said 16 foot strip to the north line of lands of the Poughkeepsie Glass Works at the place of beginning.

AND ALSO the right to use solely for the purpose of maintaining a railroad track for the switching of moving cars, a strip of land sufficient for the construction of a switch track from a point 185 feet north of the northerly line of the Poughkeepsie Glass Works lands;

And running thence southerly along the east side of the above mentioned 16 foot strip and at no point distant more than thirteen feet therefrom to a point 35 feet northerly from said northerly line of the said Poughkeepsie Glass Works lands.

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

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever.

See 383/174

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

In the presence of

John K. Sague (S. S.)

Helen N. Sague (L.S.)

Samuel C. Robinson (L.S.)

Emma L. Robinson (L.S.)

\_\_\_\_ (L.S.)

STATE OF NEW YORK )  
                                  ) SS:  
COUNTY OF DUTCHESS)

On this 14<sup>th</sup> day of November, in the year nineteen hundred and thirteen, before me personally came JOHN K. SAGUE and HELEN. N. SAGUE, his wife, to me known and known to me to be two of the individuals described in and who executed the within instrument and they severally duly acknowledged to me that they executed the same.

John N. Graham.  
Notary Public.

26108

JOHN K. SAGUE AND HELEN N.  
SAGUE, his wife, and SAMUEL  
I. ROBINSON AND EMMA L., his  
wife,

to

ARTHUR C. DUTTON.

15

BARGAIN AND SALE DEED

Dated, November 18 1913.

Dutchess County, Clerk's Office, for  
Record on the 23 day of Decr 1914  
at 3 H-M-P-M. Recorded in  
Book No. 382 of 2000s

at page 174 and adjoining  
2 of Steiner's Map.

Maad

LAW OFFICE OF  
ROBERT WILKINSON  
FOURTH FLOOR TRUST COMPANY BUILDING  
POUGHKEEPSIE, N. Y.  
328 MAIN STREET

FILED-  
DUTCHESS COUNTY,

JAN 28 1915

CLERKS OFFICE,

3 H-M-P-M

Copyist N.K.

THIS INDENTURE made the 22nd day of July in the year One thousand nine hundred and twenty nine,

BETWEEN THE MARIST BROTHERS a corporation organized and existing under the laws of the State of New York party of the first part

-and-

A. C. DUTTON LUMBER CORPORATION a Corporation organized under the laws of the State of New York having an office in the Town of Poughkeepsie, Dutchess County, New York party of the second part.

WITNESSETH that the said party of the first part in consideration of One Hundred (\$100) Dollars and other valuable considerations in dollars lawful money of the United States paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby grant and release unto the said party of the second part, its successors and assigns forever. ALL that lot, piece or parcel of land situate, lying and being in the Town of Poughkeepsie, County of Dutchess and State of New York bounded and described as follows: Beginning at a stake in the south boundary line of the property of The Marist Brothers, said boundary line being the north boundary of a parcel of land conveyed by The Marist Brothers to the A.C. Dutton Lumber Corporation by deed dated February 20, 1929, and recorded in Liber 498 of deeds at page 244, in the Dutchess County Clerk's Office on July 22nd, 1929 and said boundary line being a line projected westerly from and at right angles to the monumented center line of The New York Central Railroad Company, at a point in said monumented center line distant northerly 752.06 feet from a stone monumented marked 392 set in said center line and said stake and place of beginning being being 150 feet westerly measured along said line so projected westerly from said center line and said stake also being at the intersection of the New York Central Railroad Company's west right of way line and The Marist Brothers said south boundary line; and running thence from said stake westerly along said south boundary line of the Marist Brothers property as so projected 182 feet more or less to a point on the high water line of the Hudson River said point being also 332 feet more or less westerly from said monumented center line measured along said projected line; and thence continuing westerly and northerly along the said high water line of the Hudson River to a stake set near the base of a tree on said high water line which said stake is on a line projected westerly from and at right angles to the said monumented center line at a point in said monumented center line distant northerly 382.06 feet from a stone monumented marked 393 set in said corner line and said stake last mentioned being 209.1 feet westerly from said center line measured along said line so projected westerly; and running thence easterly from said last mentioned stake along said line so projected 59 1/10 feet to the center of a cross cut in a rock at the intersection of said last mentioned line so projected from said center line with The New York Central Railroad Company's west right of way line and running thence southerly and along The New York Central Railroad Company's west right of way line which is the east Boundary of the parcel to be conveyed and is parallel with and 150 feet westerly from The New York Central Railroad Company's said monumented center line 600 feet to the place of beginning.

CONTAINING 3.08 acres of land more or less.

AND ALSO ALL the right, title and interest of the said The Marist Brothers in and to the lands underwater adjacent to the above described premises.

TOGETHER with the appurtenances and all the estate and rights of the said party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part its successors and assigns forever.

AND the said The Marist Brothers does covenant with the said party of the second part, as follows:

FIRST: That the said The Marist Brothers party of the first part is seized of the said premises in fee simple, and has good right to convey the same.

SECOND: That the party of the second part shall quietly enjoy the said premises.

THIRD: That the said premises are free from incumbrances.

FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH: That the said The Marist Brothers, party of the first part, will forever warrant the title to said premises.

IN WITNESS WHEREOF the said party of the first part has caused its corporate seal to be hereunto affixed and this instrument to be signed by its President the day and year first above written.

(Corporate Seal)

The Marist Brothers

Attest:

By George E. Brouillett L.S.

Michael Decombe

President

Secretary

STATE OF NEW YORK

COUNTY OF DUTCHESS : ss.

On this 22nd day of July 1929, before me personally came George E. Brouillette, to me known who being by me duly sworn, did depose and say; that he resides at Poughkeepsie in the County of Dutchess State of New York; that he is the President of The Marist Brothers, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by authority of the Board of Directors, and that he signed his name thereto as President of said corporation, by the like authority.

Clarence M. LeHan

Notary Public

Recorded July 22, 1929. 4-30 P.M.

Clerk

Copyist M.E.

THIS INDENTURE made the \_\_\_\_ day of July nineteen hundred and twenty nine.

BETWEEN SARAH L. HOPKINS of Union town, Fayette County, Pennsylvania and REBA BELLE MACILL of the City of Poughkeepsie, Dutchess County, New York parties of the first part,

-and-

GRACE TREADWELL DEYO of the City of Poughkeepsie, Dutchess County, New York party of the second part.

WITNESSETH that the parties of the first part in consideration of One Dollar and other good and valuable considerations (\$1.00) lawful money of the United States paid by the party of the second part do hereby remise, release and quitclaim unto the party of the second part her heirs and assigns forever. ALL that certain lot of land situate in the City of Poughkeepsie, Dutchess County, New York on the west side of Mansion Street being the southerly one half of lot designated on Map of Long Row East Mansion Street known as lot No. 6 bounded and described as follows:

THE UNITED STATES OF AMERICA  
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

WITNESS my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1948.

Director, Bureau of Land Management

THE UNITED STATES OF AMERICA  
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

WITNESS my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1948.

Director, Bureau of Land Management

THE UNITED STATES OF AMERICA  
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

WITNESS my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1948.

Director, Bureau of Land Management

\_\_\_\_\_  
Director, Bureau of Land Management

\_\_\_\_\_  
Director, Bureau of Land Management

# This Indenture,

Between the City of New York, Mayor and Aldermen, and the Board of Education, of the one part, and the Board of Education, of the other part, made this 1st day of November, 1921, in New York.

Witnesseth, that the said City of New York, Mayor and Aldermen, and the Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.

Witnesseth, that the said Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.

Witnesseth, that the said Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.

Witnesseth, that the said Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.

Witnesseth, that the said Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.

And whereas the said Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.

And whereas the said Board of Education, of the one part, and the Board of Education, of the other part, have agreed that the said Board of Education, of the one part, shall have the right to use the said City of New York, Mayor and Aldermen, and the Board of Education, of the other part, for the purpose of the said Board of Education, of the one part, and the Board of Education, of the other part.



RECORDED 7/28/88 L. 696 of 1

On the 27th day of March nineteen hundred and twenty nine before me  
James Stephen G. Guernsey to me known who being by me duly sworn, did depose and say that  
he resides in City of Poughkeepsie, Dutchess County, New York that he is the President of  
Poughkeepsie Trust Company the corporation described in and which executed the foregoing  
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.

Beatrice T. King  
Notary Public

Recorded Mar. 5, 1929. 2-56 P.M.

*John Daughton*

Clerk.

L. 494 9015  
reindek 3/5/29

Copyist M.K.

THIS INDENTURE made the 27th day of February nineteen hundred and  
twenty nine.

BETWEEN THE NEW YORK CENTRAL RAILROAD COMPANY a corporation organized  
and existing under the laws of the State of New York having its residence (principal  
office) at Number 575 Broadway in the City and County of Albany and State of New York  
party of the first part,

-and-

A.C. DUTTON LUMBER CORPORATION a corporation organized and existing  
under the laws of the State of New York having its residence (principal office) in the  
City of Poughkeepsie, County of Dutchess and State of New York party of the second part.

WITNESSETH that the party of the first part in consideration of One  
Dollar (\$1.00) and other good and valuable consideration lawful money of the United States  
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 that certain piece or parcel of land situate in the City of  
Poughkeepsie, County of Dutchess and State of New York bounded and described as follows:

BEGINNING at a corner or angle in the westerly exterior line of land  
of the party of the first part and in the division line between land of the party of the  
first part and land now or formerly of Marist Brothers, said point of beginning being  
distant one hundred fifty (150) feet at right angles from the monumented center line  
of the railroad of the party of the first part.

Thence southerly along a line drawn from said point of beginning, to a  
point opposite Station 391 plus 300 of and distant westerly two hundred (200) feet at right

line and 150 feet westerly from it; thence westerly along said south boundary of The Marist Brothers heretofore described 100 feet  $\pm$  to a stake; thence bearing to the north with a deflection angle of 7 degrees and 15 minutes to the north 20 feet  $\pm$  to the High Water mark of the Hudson River; thence northerly and westerly following the High Water Line around the cove to a point on said High Water Line which is on a line projected westerly at right angles from a point on the N.Y.C.R.R. Company's Monumented center line distant northerly 782.06 feet from a stone Monument marked 392 set in said center line and 332 feet  $\pm$  westerly from said center line; thence easterly along said line 182 feet  $\pm$  to an intersection with said Railroad's right of way line; thence southerly at right angles to the before mentioned line along the N.Y.C.R.R. Company's west line which is the east boundary of The Marist Brothers' Parcel and is parallel to and 150 feet westerly from the N.Y.C.R.R. Company's Monumented center line 145.29 feet to the place of beginning.

Containing 0.445  $\pm$  acres.

And also all the right, title and interest of the said The Marist Brothers in and to the lands under water adjacent to the above described premises.

TOGETHER with the appurtenances and all the estate and rights of the said party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part its successors and assigns forever.

AND the said The Marist Brothers does covenant with the said party of the second part as follows:

FIRST: That the said The Marist Brothers party of the first part is seized of the said premises in fee simple, and has good right to convey the same.

SECOND: That the party of the second part shall quietly enjoy the said premises.

THIRD: That the said premises are free from incumbrances.

FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH: That the said The Marist Brothers party of the first part, will forever warrant the title to said premises.

IN WITNESS WHEREOF the said party of the first part has caused its corporate seal to be hereunto affixed and this instrument to be signed by its President the day and year first above written.

(Corporate Seal)

The Marist Brothers

By George E. Brouillette L.S.

President.

Attest:

Michael Decombe

Secretary

STATE OF NEW YORK

COUNTY OF    ;SS

On this 20th day of February 1929, before me personally came George E. Brouillette, to me personally known who being by me duly sworn, did depose and say; that he resides at Poughkeepsie in the County of Dutchess State of New York that he is the President of The Marist Brothers, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by authority of the Board of Directors and that he signed his name thereto as President of said corporation by the like authority.

Clarence M. LeMan

Notary Public

Recorded July 22, 1929. 3-05 P.M.

*John R. Kelly* Clerk

SECRET

THE UNIVERSITY OF CHICAGO

The above information was obtained from the records of the Federal Bureau of Investigation, Department of Justice, Washington, D.C., and is being furnished to you for your information.

Sincerely,  
Special Agent in Charge

Recorded - 7/11/49

IN 44-389

The of said State, upon the 1st day of June, 1900, to  
John, James, and William, and their heirs, the  
sum of one hundred and twenty dollars (\$120.00) and  
the interest thereon, to be paid to the said John, James,  
and William, or to their heirs, at the expiration of  
the term of years therein expressed, and the said John,  
James, and William, or their heirs, are to receive the  
said sum of one hundred and twenty dollars (\$120.00) and  
the interest thereon, at the expiration of the term of  
years therein expressed.

And, a part of the amount conveyed by said  
A. B. Jackson Trust Corporation to General Jackson and  
his heirs, to be paid to the said John, James, and  
William, or to their heirs, at the expiration of the  
term of years therein expressed.

Provided, however, that the said John, James,  
and William, or their heirs, shall not be entitled to  
receive the said sum of one hundred and twenty dollars  
(\$120.00) and the interest thereon, until the expiration  
of the term of years therein expressed.

And, the said John, James, and William, or their  
heirs, shall not be entitled to receive the said sum of  
one hundred and twenty dollars (\$120.00) and the interest  
thereon, until the expiration of the term of years therein  
expressed, and the said John, James, and William, or  
their heirs, shall not be entitled to receive the said  
sum of one hundred and twenty dollars (\$120.00) and the  
interest thereon, until the expiration of the term of  
years therein expressed.

And, the said John, James, and William, or their  
heirs, shall not be entitled to receive the said sum of  
one hundred and twenty dollars (\$120.00) and the interest  
thereon, until the expiration of the term of years therein  
expressed.

And, the said John, James, and William, or their  
heirs, shall not be entitled to receive the said sum of  
one hundred and twenty dollars (\$120.00) and the interest  
thereon, until the expiration of the term of years therein  
expressed.

And, the said John, James, and William, or their  
heirs, shall not be entitled to receive the said sum of  
one hundred and twenty dollars (\$120.00) and the interest  
thereon, until the expiration of the term of years therein  
expressed.

And, the said John, James, and William, or their  
heirs, shall not be entitled to receive the said sum of  
one hundred and twenty dollars (\$120.00) and the interest  
thereon, until the expiration of the term of years therein  
expressed.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a formal communication, and it is written in a very formal and dignified style. The President expresses his regret that he cannot deliver the message in person, and he explains the reasons for this. He then proceeds to discuss the state of the Union, and the various measures that he has taken to maintain the peace and the integrity of the country.

...  
 ...  
 ...

וְהָיָה כִּי יִשְׁמַע ה' אֶת-קוֹלִי וְהָיָה  
 וְהָיָה כִּי יִשְׁמַע ה' אֶת-קוֹלִי וְהָיָה

*[Faint, illegible handwritten notes]*

*[Faint handwritten notes at the bottom of page 6]*

ॐ श्री गुरुभ्यो नमः ।

1. The Commission has been constituted by the Government of India.  
 2. The Commission has been constituted by the Government of India.  
 3. The Commission has been constituted by the Government of India.

1. The first part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

2. The second part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

3. The third part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

4. The fourth part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

5. The fifth part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

6. The sixth part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

7. The seventh part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

8. The eighth part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

9. The ninth part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

10. The tenth part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into columns, with names in the first column and addresses in the second column.

\_\_\_\_\_

100-443884-1000


 NATIONAL LABOR RELATIONS BOARD  
 Washington, D. C.

*[The page contains extremely faint, illegible markings.]*

1000

*[Faint handwritten notes at the bottom of the page]*

*[The page contains extremely faint, illegible text, likely bleed-through from the reverse side.]*









The following information was obtained from the records of the  
 Bureau of the Census, Washington, D. C., on the subject of  
 the Census of the United States, 1950, and is being furnished  
 to you for your information.

The above said is to show that, at the time of the party of the first part of the above one of the party of the second part had knowledge of the fact that the above said party of the first part was a party of the second part.

IN WITNESS WHEREOF, the undersigned, the Special Agent in Charge, has hereunto set his hand and the seal of the Federal Bureau of Investigation, at Washington, D. C., this 1st day of May, 1964.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-11-2001 BY 60322 UCBAW

המחיר הנמוך ביותר

RECEIVED OF THE COMMISSIONER OF THE GENERAL LAND OFFICE

[illegible]

B-

THIS INDENTURE, made this 17<sup>th</sup> day of October,  
nineteen hundred and fifty-two,

BETWEEN - THE NEW YORK CENTRAL RAILROAD COMPANY, 'a  
corporation organized and existing pursuant to the laws of  
the State of New York and other States, having its principal  
office at Number 575 Broadway, in the City and County of  
Albany and State of New York, party of the first part, and  
A. C. DUTTON LUMBER CORPORATION, a corporation organized and  
existing pursuant to the laws of the State of New York, having  
its principal office at Number 8 Catharine Street in the City  
of Poughkeepsie, County of Dutchess and State of New York,  
party of the second part,

WITNESSETH, that the party of the first part, for and  
in consideration of the sum of ONE DOLLAR (\$1.00) and other  
valuable consideration in dollars, lawful money of the United  
States, to it paid by the party of the second part, the  
receipt whereof is hereby acknowledged, does hereby grant  
and release unto the party of the second part, its successors  
and assigns forever.

ALL that certain piece or parcel of land situate in the  
City of Poughkeepsie, County of Dutchess and State of New  
York, bounded and described as follows:

BEING a strip of land of the uniform width of sixteen  
(16) feet, lying eight (8) feet on each side of a center line  
described as follows:

BEGINNING at a point distant easterly four (4) feet,  
eight and one-half (8 1/2) inches at right angles from the  
center line of the parcel of land described as Parcel No. 1  
in deed from Arthur C. Dutton and Rose G. Dutton, his wife,  
to The New York Central and Hudson River Railroad Company,  
dated December 9, 1914, recorded in the office of the Clerk  
of said County of Dutchess in Book 387 of Deeds at Page 366,  
measured at a point in said center line distant southwesterly  
eight hundred ninety-nine (899) feet from the point of begin-  
ning of said parcel, said point of beginning being opposite  
the point of frog of a possible future connection; and running  
Thence southerly, by a straight line nine (9) feet;  
Thence southerly and southeasterly, by a twelve (12)  
degree curve to the left, tangent to the last above described  
course, two hundred and fifty (250) feet;  
Thence southeasterly, tangent to the last above des-  
cribed course, seventy-six (76) feet;  
Thence southeasterly and southerly, by an eleven (11)

820-106  
degree curve to the right, tangent to the last above described course, two hundred seventy-six and eight tenths (276.8) feet, more or less, to the northerly boundary line of land formerly of the Poughkeepsie Glass Company;

AND ALSO, as part of and included with said strip a small triangle of land adjoining and northerly thereof and between the east line of said strip of land described as Parcel No. 1 in deed, from Arthur C. Dutton and Rose G. Dutton, his wife, as aforesaid, and a line parallel with the center line of the turnout for said possible future connection drawn from the northeasterly corner of the premises hereinabove described;

BEING the same premises described as Parcel No. 2 including the triangular parcel as described immediately following the description of Parcel No. 2 in deed, from Arthur C. Dutton and Rose G. Dutton, his wife, as aforesaid.

AND the party of the first part does hereby release and surrender unto the party of the second part, its successors and assigns forever, all the rights and privileges to enter upon lands adjoining the premises above described and thereon to make and maintain the slope of the cuts and embankments necessary for the support and maintenance of a possible future track connection granted to the party of the first part by Arthur C. Dutton and Rose G. Dutton, his wife, by deed as aforesaid.

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 successors and assigns forever.

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 the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY

Attest:

By

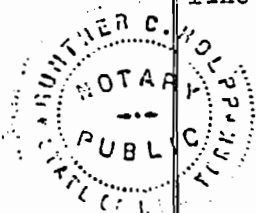


Secretary.

VICE President.

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

On this 21<sup>st</sup> day of October, nineteen hundred and fifty-two, before me came B. S. VOORHEES, to me known, who, being by me duly sworn, did depose and say that he resides at 116 FRANKLIN AVENUE YONKERS, N. Y. that he is the VICE President of THE NEW YORK CENTRAL RAILROAD COMPANY, the corporation described in, and which executed the foregoing 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.



*Gunther C. Holpp*

GUNTHER C. HOLPP  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 60-1844880  
Qualified in Westchester County  
Certs. filed with Clerks & Registers  
of New York and Bronx Counties  
Term expires March 30, 1953

State of New York, }  
County of New York, } ss.:

No. 93428

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal DO HEREBY CERTIFY that

*Gunther C. Holpp*

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21<sup>st</sup> day of OCT 1952

FEE PAID 25¢

*Archibald R. Watson*  
County Clerk and Clerk of the Supreme Court, New York County

321 103

THE NEW YORK CENTRAL RAILROAD COMPANY

|      |      |
|------|------|
| DEED | NO.  |
| 1001 | 1001 |
| 1001 | 1001 |

A. C. DUTCH LUMBER  
COTTON PION

Ind. & Am. Quarry Co. & S. Co.  
Ind. & Am. Quarry Co. & S. Co.  
Ind. & Am. Quarry Co. & S. Co.  
Ind. & Am. Quarry Co. & S. Co.  
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Ind. & Am. Quarry Co. & S. Co.  
Ind. & Am. Quarry Co. & S. Co.  
Ind. & Am. Quarry Co. & S. Co.

DEED

Cell

The land referred to in the  
within instrument lies in the  
City of New York, County of  
Dutchess and State of New York.

From  
to  
with  
with  
with  
with  
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with  
with  
with  
with

DEED

DEED

# GRANT OF ELECTRIC LINES RIGHT OF WAY

In consideration of the sum of \$1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at 201 South Ave., Poughkeepsie, New York and New York Telephone Company, a domestic Corporation having its principal office at 140 West Street, New York, N. Y. is hereby acknowledged, the undersigned hereby grant and convey unto said corporations, and each of them, their respective successors and assigns, an easement and right of way 20 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the City of Poughkeepsie, County of Dutchess, State of New York.

Said easement and line shall extend from the taking line of North Water Street on the south in a northerly direction to the property line of lands of Marist College on the north being apportioned 10 feet on both sides of an existing wood pole line which is generally along the westerly property line of lands acquired by the undersigned from The New York Central Railroad Company by deed dated August 1, 1967.

Together with the right at all times to enter thereon and so have access there-to and to construct, relocate, operate and maintain thereon and to repair, re-place, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees. Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporations, their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

Reserving unto the undersigned the right to cultivate the ground within the limits of the right of way, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporations; and provided that damage to the property owned by the undersigned caused solely by said corporations, their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporations, their respective successors, assigns or lessees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporations respectively.

Signed, sealed and delivered, on January 3, 1969, 1969 A.C. Dutton Lumber Corporation

In the presence of: [Signature] (L.S.)  
[Signature] President

CORPORATION ACKNOWLEDGMENT.  
STATE OF New York )  
County of Dutchess ) ss.

On this 3rd day of January in the year 1969, before me personally appeared David G. Dutton to me known, who being by me duly sworn, did depose and say: that he resides at Poughkeepsie, N.Y.; that he is the President of the A. C. Dutton Lumber Corporation the corporation described in and which executed the above 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 the same thereto by this order.

TO  
CENTRAL HUDSON GAS & ELECTRIC CORP.  
281 SOUTH AUSTIN ST.  
POUGHKEEPSIE, N. Y. 12601  
ATTENTION: P. W. FEEHEY

889

Joyce Dutton  
JOYCE DUTTON  
CLERK

CLERK'S NOTE-VARIATION IN TYPE OR OTHER MATERIAL SAME AS IN ORIGINAL

RECORDED 2/13/69

LIBER 1241 PAGE 278

278

# This Indenture,

Made the 18th day of April Nineteen Hundred and Sixty eight

Between

A. C. DUTTON LUMBER CORPORATION 12 Raymond Avenue, Town of Poughkeepsie, Dutchess County, State of New York

a corporation organized under the laws of the State of New York,

party of the first part, and

FLORENCE E. MEAGHER, residing at 11 Garfield Place, City of Poughkeepsie, Dutchess County, State of New York,

party of the second part;

Witnesseth that the party of the first part, in consideration of

----- ONE HUNDRED ----- Dollars

(\$ 100.00 ) 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, her

heirs, and assigns forever, all that parcel of land situate in the Town and City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

## PARCEL NO. 1A

Beginning at a concrete monument set in the northerly line of Hoffman Street at a corner of the westerly exterior line of lands of New York Central Railroad Company and at the southeasterly corner of a 5.824 acre parcel of land conveyed by the New York Central Railroad Company to A. C. Dutton Lumber Corporation by deed dated August 1, 1967 and recorded in the Dutchess County Clerk's Office in Liber 1229 of Deeds at Page 415, which concrete monument is distant North 64° 18' 40" West 75.15 feet from Station 390+396.24 of the monumented centerline of said railroad and 8½ feet westerly (measured at right angles) from the centerline of a track now designated by the railroad as Track #2 (242).

(1) Thence along the northerly line of Hoffman Street, North 64° 18' 40" west 28.00 feet to a point, thence the following fifteen courses through the aforementioned 5.824 acre parcel of land of A.C. Dutton Lumber Corporation and along the easterly line of a 20 foot wide right of way hereinafter described; (2) North 03° 56' 30" East 8.83 feet to a point, (3) 169.43 feet on a curve to the right, having a radius of 844.65 feet and a long chord of North 09° 41' 20" East 169.15 feet to

recorded 4/18/68

a point, (4) North 15° 26' 10" East 115.71 feet to a point, (5) 153.54 feet on a curve to the left having a radius of 524.30 feet and a long chord of North 07° 02' 50" East 152.99 feet to a point, (6) North 01° 20' 30" West 108.00 feet to a point, (7) 46.86 feet on a curve to the right having a radius of 246.26 feet and a long chord of North 04° 06' 30" East 46.79 feet to a point, (8) North 09° 33' 40" East 425.00 feet to a point, (9) 41.59 feet on a curve to the left having a radius of 121.25 feet and a long chord of North 00° 16' 00" West 41.38 feet to a point, (10) North 10° 05' 30" West 23.60 feet to a point (11) 131.19 feet on a curve to the right having a radius of 202.11 feet and a long chord of North 08° 30' 10" East 128.90 feet to a point, (12) 46.56 feet on a curve to the left having a radius of 163.44 feet and a long chord of North 18° 56' 20" East 46.40 feet to a point, (13) North 10° 46' 40" East 132.39 feet to a point, (14) 19.99 feet on a curve to the right, having a radius of 265.97 feet and a long chord of North 12° 55' 50" East 19.99 feet to a point, (15) North 15° 05' 00" East 212.76 feet to a point and (16) South 80° 30' 20" East 53.29 feet to a point in the westerly line of lands of New York Central Railroad Company, thence along the westerly line of lands of New York Central Railroad Company the following six courses: (17) South 09° 29' 40" West 43.44 feet to a 1 inch diameter reinforcing bar driven in the ground distant 8½ feet westerly (measured at right angles) from the centerline of a track designated by the railroad as Track #2 (242), (18) South 09° 31' 50" West 317.61 feet to a 1 inch diameter reinforcing bar driven in the ground distant 8½ feet westerly (measured at right angles) from the centerline of said track, (19) South 09° 30' 40" West 317.81 feet to a 1 inch diameter reinforcing bar driven in the ground distant 8½ feet westerly (measured at right angles) from the center line of said track, (20) South 09° 29' 10" West 309.08 feet to a 1 inch diameter reinforcing bar driven in the ground distant 8½ feet westerly (measured at right angles) from the centerline of said track, (21) South 09° 49' 00" West 320.84 feet to a 1 inch diameter reinforcing bar driven in the ground distant 8½ feet westerly (measured at right angles) from the centerline of said track and (22) 325.12 feet on a curve to the right having a radius of 2808.58 feet and a long chord of South 13° 08' 00" West 324.94 feet to the point of beginning. Containing 2.304 acres.

Bearings are as the compass pointed in June 1967.

Together with all right, title and interest, if any, in and to that portion of Hoffman Street which adjoins the above described parcel.

Together with an easement for purposes of ingress and egress over and across a strip of land 20 feet in width, which strip is bounded and described as follows:

Beginning at a point on the northerly line of Hoffman Street, said point being distant North 64° 18' 40" West 28.00 feet from a concrete monument set 8½ feet westerly (measured at right angles) from the centerline of a track designated by the New York Central Railroad as Track #2 (242), which monument marks the southeast corner of a 5.824 acre parcel of land conveyed by the New York Central Railroad Company to A.C. Dutton Lumber Corporation by deed dated August 1, 1967 and recorded in the Dutchess County Clerk's Office in Liber 1229 of Deeds at Page 415, (1) thence along the northerly line of Hoffman Street North 64° 18' 40" West 21.53 feet to a point, thence through the lands of A.C. Dutton Lumber Corporation and along the westerly line of the herein described right of way the following fourteen courses: (2) 174.29 feet on a curve to the right, having a radius of 864.65 feet and a long chord of North 09° 39' 40" East 174.00 feet to a point, (3) North 15° 26' 10" East 115.71 feet to a point;

(4) 147.68 feet on a curve to the left having a radius of 504.30 feet and a long chord of North 07° 02' 50" East 147.15 feet to a point, (5) North 01° 20' 30" West 103.00 feet to a point, (6) 50.66 feet on a curve to the right having a radius of 266.26 feet and a long chord of North 04° 06' 30" East 50.59 feet to a point, (7) North 09° 33' 40" East 425.00 feet to a point, (8) 34.73 feet on a curve to the left having a radius of 101.25 feet and a long chord on North 00° 16' 00" West 34.56 feet to a point, (9) North 10° 05' 30" West 23.60 feet to a point, (10) 144.17 feet on a curve to the right having a radius of 222.11 feet and a long chord of North 08° 30' 10" East 141.65 feet to a point, (11) 40.86 feet on a curve to the left having a radius of 143.44 feet and a long chord of North 18° 56' 20" East 40.72 feet to a point, (12) North 10° 46' 40" East 132.39 feet to a point, (13) 21.49 feet on a curve to the right having a radius of 285.97 feet and a long chord of North 12° 55' 50" East 21.49 feet to a point, (14) North 15° 05' 00" East 212.76 feet to a point, (15) South 74° 55' 00" East 20.00 feet to a point, said point being the northwest corner of the 2.304 acre parcel hereinbefore described, thence the following fourteen courses along the westerly line of said 2.304 acre parcel, (16) South 15° 05' 00" West 212.76 feet to a point, (17) 19.99 feet on a curve to the left having a radius of 265.97 feet and a long chord of South 12° 55' 50" West 19.99 feet to a point, (18) South 10° 46' 40" West 132.39 feet to a point, (19) 46.56 feet on a curve to the right having a radius of 163.44 feet and a long chord of South 18° 56' 20" West 46.40 feet to a point, (20) 131.19 feet on a curve to the left having a radius of 202.11 feet and a long chord of South 08° 30' 10" West 128.90 feet to a point, (21) South 10° 05' 30" East 23.60 feet to a point, (22) 41.59 feet on a curve to the right having a radius of 121.25 feet, and a long chord of South 00° 16' 00" East 41.38 feet to a point, (23) South 09° 33' 40" West 425.00 feet to a point, (24) 46.86 feet on a curve to the left having a radius of 246.26 feet and a long chord of South 04° 06' 30" West 46.79 feet to a point, (25) South 01° 20' 30" East 108.00 feet to a point, (26) 153.54 feet on a curve to the right having a radius of 524.30 feet and a long chord of South 07° 02' 50" West 152.99 feet to a point, (27) South 15° 26' 10" West 115.71 feet to a point, (28) 169.43 feet on a curve to the left having a radius of 844.65 feet and a long chord of South 09° 41' 20" West 169.15 feet to a point and (29) South 03° 56' 30" West 8.83 feet to the point of beginning.

Bearings are as the compass pointed in June 1967.

9-21-54

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The above information was obtained from a confidential source who has provided reliable information in the past. The source has provided information that the above information is true and correct. The source has provided information that the above information is true and correct. The source has provided information that the above information is true and correct.

NOTE: This document contains information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, and is not to be released to the public.

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recorded 6/30/57

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And for the consideration aforesaid, the party of the  
first part have covenanted and agreed with the party of  
the second part, the executors and assigns forever, to  
sell, alien, lease, grant, convey and deliver possession of the  
party of the first part to the party of the second part (and  
their heirs or assigns forever)

[illegible]

UNITED STATES DEPARTMENT OF JUSTICE

7-5-52

המחלקה הכלכלית,



Form RE-1 NY Deed  
B & S Deed Without Covenant Against Grantor's Acts

THIS INDENTURE, made the 1st day of August, nineteen hundred and sixty-seven

BETWEEN - THE NEW YORK CENTRAL RAILROAD COMPANY, a

corporation (~~x~~) organized and existing under the laws of the State of Delaware having offices at 466 Lexington Avenue, in the Borough of Manhattan, City, County and State of New York; hereinafter referred to as the Grantor, and A. C. DUTTON LUMBER CORPORATION, a corporation organized and existing under the laws of the State of New York whose post office address is 12 Raymon Avenue, Poughkeepsie, New York,

|        |                  |                                  |            |
|--------|------------------|----------------------------------|------------|
| DEED   |                  | OR<br>SUPPLEMENTAL<br>INSTRUMENT |            |
| CERT   | \$1.00           | NO.                              | 5103       |
| PAGE   | 9-               | IND. BY                          | <i>for</i> |
| REF.   | —                | STAMPS                           | —          |
| EX IND | —                |                                  |            |
| TOT.   | 10 <sup>00</sup> |                                  |            |

DUTCHESS COUNTY CLERK'S OFFICE  
RECEIVED ON THE 31 DAY OF Aug 1967  
AT 3 H 34 M P M. RECORDED IN  
BOOK No. 1221 OF deeds  
AT PAGE 415 AND EXAMINED

*J. J. Hartman* CLERK

Aug 31 3 34 PM '67

RECEIVED  
DUTCHESS COUNTY CLERK'S OFFICE

hereinafter referred to as the Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in dollars, lawful money of the United States, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever, the premises described in Schedule "A" attached hereto and hereby made a part hereof.

ALL those two (2) certain pieces or parcels of land situate in the City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

PARCEL No. 1

BEGINNING at a concrete monument set in the northerly line of Hoffman Street at a corner of the westerly exterior line of lands of the Grantor, which concrete monument is distant North  $64^{\circ}-18'-40''$  West 160.16 feet from Station 390+396.24 of the monumented centerline of the railroad of the Grantor;

Thence the following eight courses along said westerly exterior line of lands of the Grantor;

- (1) North  $25^{\circ}-41'-20''$  East 72.24 feet to a point;
- (2) North  $07^{\circ}-25'-00''$  East 224.88 feet to a point distant 160 feet westerly (measured at right angles) from Station 390+735.78 P.T. of said monumented centerline;
- (3) North  $09^{\circ}-50'-50''$  West 121.02 feet to a point distant 200 feet westerly (measured at right angles) from Station 390+850 of said monumented centerline;
- (4) North  $09^{\circ}-27'-10''$  East 450.00 feet, in part passing through a storage shed of A. C. Dutton Lumber Corporation, to a point distant 200 feet westerly (measured at right angles from Station 391+300 of said monumented centerline;
- (5) North  $11^{\circ}-35'-40''$  East 330.23 feet to a point distant 187.66 feet westerly (measured at right angles) from Station 391+630 of said monumented centerline;
- (6) North  $11^{\circ}-35'-50''$  East 350.73 feet to a point distant 174.55 feet westerly (measured at right angles) from Station 391+980.48 of said monumented centerline, which last mentioned point is also the point of beginning of Parcel No. 2, hereinafter described;
- (7) North  $11^{\circ}-35'-40''$  East 656.80 feet to a point distant 150.06 feet westerly in straight line from Station 392+654.66 of said monumented centerline; and
- (8) North  $09^{\circ}-27'-10''$  East 146.70 feet to a point;

Thence the following nine courses through lands of the Grantor:

- (9) South  $80^{\circ}-32'-40''$  East 37.45 feet to a concrete monument set in the ground;
- (10) South  $80^{\circ}-32'-40''$  East 46.20 feet to a concrete monument set in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles) from the centerline of a track now designated by the Grantor as Track No. 2, which concrete monument is also distant South  $26^{\circ}-29'-40''$  West 226.42 feet from a found stone monument inscribed "NYC 393" on said monumented centerline;
- (11) South  $09^{\circ}-28'-30''$  West 448.46 feet to a 1-inch diameter reinforcing bar driven in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles) from the centerline of said track;
- (12) South  $09^{\circ}-29'-40''$  West 327.54 feet to a 1-inch diameter reinforcing bar driven in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles) from the centerline of said track;
- (13) South  $09^{\circ}-31'-50''$  West 317.61 feet to a 1-inch diameter reinforcing bar driven in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles) from the centerline of said track;
- (14) South  $09^{\circ}-30'-40''$  West 317.81 feet to a 1-inch diameter reinforcing bar driven in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles) from the centerline of said track;
- (15) South  $09^{\circ}-29'-10''$  West 309.08 feet to a 1-inch diameter reinforcing bar driven in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles) from said track;
- (16) South  $09^{\circ}-49'-00''$  West 320.84 feet to a 1-inch reinforcing bar driven in the ground distant  $8\frac{1}{2}$  feet westerly (measured at right angles from said track; and
- (17) Southerly 325.12 feet on a curve to the right having a radius of 2808.58 feet and a long chord of South  $13^{\circ}-08'-00''$  West 324.94 feet to a concrete monument set distant  $8\frac{1}{2}$  feet westerly from said centerline of track;
- (18) Thence North  $64^{\circ}-18'-40''$  West 85.01 feet in part through lands of the Grantor and in part along the northerly line of Hoffman Street to the point of beginning.

CONTAINING 5.824 acres of land, more or less.

Bearings are as the compass pointed in June 1967.

TOGETHER with all right, title and interest of the Grantor, if any, up to the centerline thereof, in and to that portion of Hoffman Street which adjoins the above described parcel.

TOGETHER, ALSO, with all right, title and interest of the Grantor, if any, in and to any gores, strips or pieces of land lying between the above described westerly exterior line of lands of the Grantor and the existing easterly yard fencing of A. C. Dutton Lumber Corporation.

PARCEL No. 2

BEGINNING at a point in the westerly line of Parcel No.1, hereinbefore described, which point is distant 174.55 feet westerly (measured at right angles) from Station 391+980.48 of the monumented centerline of the railroad of the Grantor, thence South 11°-35'-50" West 60.49 feet along said westerly line of Parcel No. 1 to a point;

Thence the following fifteen courses along the division line between lands of the Grantor and lands of A. C. Dutton Lumber Corporation:

- (1) South 19°-11'-50" West 178.29 feet to a point;
- (2) Southwesterly 369.63 feet on a curve to the right having a radius of 596.36 feet and a long chord of South 36°-57'-10" West 363.74 feet to a point;
- (3) South 54°-42'-30" West 35.44 feet to a point;
- (4) Southerly 391.25 feet on a curve to the left having a radius of 580.36 feet and a long chord of South 35°-23'-50" West 383.88 feet to a point;
- (5) South 16°-05'-00" West 254.51 feet to a point;
- (6) Southerly 105.00 feet on a curve to the right having a radius of 596.36 feet and a long chord of South 21°-07'-40" West 104.86 feet to a point;
- (7) South 26°-10'-20" West 81.9 feet, more or less, to a point in the northerly boundary of land formerly of the Poughkeepsie Glass Company;
- (8) North 63°-49'-40" West 16.00 feet along last mentioned line to a point;
- (9) North 26°-10'-20" East 81.9 feet, more or less, to a point;
- (10) Northerly 102.18 feet on a curve to the left having a radius of 580.36 feet and a long chord of North 21°-07'-40" East 102.05 feet to a point;
- (11) North 16°-05'-00" East 254.51 feet to a point;
- (12) Northerly 402.03 feet on a curve to the right having a radius of 596.36 feet and a long chord of North 35°-23'-50" East 394.96 feet to a point;
- (13) North 54°-42'-30" East 35.44 feet to a point;
- (14) Northerly 359.71 feet on a curve to the left having a radius of 580.36 feet and a long chord of North 36°-57'-10" East 353.98 feet to a point; and
- (15) North 19°-11'-50" East 298.18 feet to a point;
- (16) Thence South 11°-35'-40" West 60.47 feet along the westerly line of Parcel No. 1 hereinbefore described to the point of beginning.

CONTAINING 0.542 acres of land, more or less.

Bearings are as the compass pointed in June 1967.

Being the same lands conveyed in Parcel No. 1 of deed from Arthur C. Dutton and Rose G. Dutton to the New York Central and Hudson River Railroad Company dated December 9, 1914 and recorded in the Dutchess County Clerk's Office in Liber 387 of Deeds at Page 366.

RESERVING, HOWEVER, to the Grantor the ownership of and the permanent and perpetual right and easement to reconstruct, maintain, repair, renew, remove and use the existing railroad sidetrack of the Grantor and all appurtenances thereto, together with legal clearances, substantially as now located upon and along Parcel No. 2 hereby conveyed; together with the permanent and perpetual right and easement to the Grantor by its agents, employees, contractors and workmen, to enter upon said parcel from time to time and at all times as shall be necessary for any of said purposes and for the purpose of operating over said sidetrack with cars and engines.

RESERVING, ALSO, to the Grantor the permanent and perpetual rights and easements to use and maintain, repair, replace, remove and renew the existing footing of the railroad signal bridge as the same is now located on Parcel No. 1 hereinabove described; and by its agents, employees, contractors and workmen, to enter upon said parcel on foot and with vehicles, from time to time or at all times as shall be necessary for the aforementioned purposes.

AND by the acceptance of this grant the Grantee covenants and agrees to and with the Grantor, that:

1. The Grantee shall not do, permit or suffer to be done, anything that will in any manner encumber, obstruct, impede or interfere with the free flow of water in and through all culverts and drainage facilities now located upon and across Parcels Nos. 1 and 2 hereby conveyed, and shall at its sole cost and expense keep said culverts and facilities clear and unencumbered, so as to permit at all times the unencumbered, uninterrupted, unimpeded and unobstructed free flow of water in and through said culverts and facilities.
2. The Grantor shall not be liable or obligated to construct or maintain any fence along the dividing line between Parcel No. 1 hereby conveyed and the remaining lands of the Grantor; nor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; nor be liable for compensation for any damages that may result by reason of the non-existence of such a fence; and

The covenants and agreements contained in this deed are and shall be deemed to be real covenants running with the land for all time and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns forever.

TOGETHER with the appurtenances and all the estates and rights of the Grantor in and to said premises, subject, however, to the reservations, covenants and agreements set forth in said Schedule "A".

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever, subject, however, to the aforementioned reservations, covenants and agreements contained in said Schedule "A".

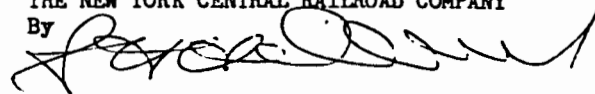
AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that it will receive the consideration for this conveyance or an equal sum and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements, if any, made by it upon said premises and that it will apply the same first to the payment of the cost of any such improvements before using any part of the total of the same for any other purposes.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

  
Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY  
By



Vice President

Attest:

Vice President

Secretary



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS:

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On this 1st day of August, nineteen hundred and sixty-seven, before me came [redacted] to me known, who, being by me duly sworn, did depose and say that he resides at 177 E. 75th ST., N. Y., N. Y. 10021; that he is the Vice President of THE NEW YORK CENTRAL RAILROAD COMPANY, one of the corporations described in, and which executed the foregoing 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS:

ANNE M. ALTIERI  
Notary Public, State of New York  
No. 93-5060800  
Qualified in Westchester County  
Cert. filed in [redacted] County  
Commission expires March 30, 1979

On this [redacted] day of [redacted], nineteen hundred and [redacted], before me came [redacted] to me known, who, being by me duly sworn, did depose and say that he resides at [redacted]; that he is the Vice President of [redacted], one of the corporations described in, and which executed the foregoing 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS:

On this [redacted] day of [redacted], nineteen hundred and [redacted], before me came [redacted] to me known, who, being by me duly sworn, did depose and say that he resides at [redacted]; that he is the Vice President of [redacted], one of the corporations described in, and which executed the foregoing 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS:

On the [redacted] day of [redacted], nineteen hundred and [redacted], before me personally came [redacted], to me known to be the individual described in and who executed the foregoing instrument and acknowledged that executed the same.

R & R Lenderwater & Handwritten  
341 Market St  
New York City

THE NEW YORK CENTRAL RAILROAD COMPANY

Deed to  
A. C. DUTTON LUMBER CORPORATION

DEED

Dated: , 1967

The land affected by the within instru-  
ment lies in the City of Poughkeepsie,  
County of Dutchess and State of New York.

# This Indenture

Made the 18<sup>TH</sup> day of July, Nineteen Hundred and Seventy-Three,

Between A. C. DUTTON LUMBER COMPANY, a domestic corporation with an office and principal place of business at 12 Raymond Avenue, in the Town of Poughkeepsie, Dutchess County, New York,

~~a corporation organized under the laws of~~

party of the first part, and

MECHANICAL CONSTRUCTION CORP., a domestic corporation with an office and principal place of business at c/o Box 812, in the City of Poughkeepsie, Dutchess County, New York,

party of the second part;

Witnesseth that the party of the first part, in consideration of ONE HUNDRED ----- Dollars

( \$ 100.00 ) lawful money of the United States, and other 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, ~~with~~

ALL that parcel of land situate in the Town of Poughkeepsie, County of Dutchess and State of New York bounded and described as follows:

BEGINNING at a point on the westerly line of lands of the Penn Central Transportation Company, and the northeast corner of a 0.549 acre parcel of land conveyed by Mechanical Construction Corporation to Henry C. Meagher and Raymond F. Meagher, Jr. by correction deed dated January 8, 1970 and recorded January 8, 1970 in Liber 1280 of Deeds at page 25 and the southeast corner of the herein described parcel, said point being distant the following two courses from a concrete monument set in 1967 at the northeast corner of a 5.824 acre parcel of land conveyed by the New York Central Railroad Company to A. C. Dutton Lumber Corporation by deed dated August 1, 1967 and recorded in the Dutchess County Clerk's Office in Liber 1227 of Deeds at page 415; South 09° 28' 30" West 448.46 feet to a one inch diameter reinforcing rod set in 1967 and South 09° 29' 40" West 284.10 feet thence along the northerly line of the aforementioned 0.549 acre parcel,

(1) North 80° 30' 20" West 53.29 feet to the easterly line of lands of A. C. Dutton Lumber Corporation and the easterly line of a 20 foot wide road thence along said road the following four courses:

(2) North 15° 05' 00" East 81.24 feet to a point,

(3) Thence on a curve to the right having a radius of 441.87 feet and a long chord of North 19° 21' 15" East 65.82 feet for a distance of 65.88 feet, thence

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072

LIBER 1365 PAGE 72

- (4) North 23° 37' 30" East 75.00 feet to a point thence
- (5) On a curve to the left having a radius of 247.85 feet and a long chord of North 11° 46' 15" East 101.83 feet for a distance of 102.56 feet to a point 5.0 feet more or less easterly (measured at right angles) from the center line of tracks of an existing spur line thence running generally parallel to said spur line the following three courses:
- (6) North 12° 19' 25" East 129.06 feet to a point thence
- (7) North 11° 43' 55" East 36.09 feet to a point and
- (8) North 12° 25' 15" East 60.64 feet to a point on the aforementioned westerly line of lands of Penn Central Transportation Company, said point being distant South 09° 28' 30" West 166.88 feet from the aforementioned concrete monument set in 1967 at the northeast corner of A. C. Dutton thence along the westerly line of Penn Central Transportation Company
- (9) South 09° 28' 30" West 281.56 feet to a 1" diameter reinforcing rod set in 1967 thence
- (10) South 09° 29' 40" West 284.10 feet to the point of beginning.

Containing 0.25 acre, more or less.

Bearings conform to Magnetic North as the needle pointed in June 1967.

BEING a portion of lands conveyed by the New York Central Railroad Company to A. C. Dutton Lumber Corporation by deed dated August 1, 1967 and recorded in the Dutchess County Clerk's Office in Liber 1227 of Deeds at page 415.

TOGETHER with an easement of right of way for purposes of ingress and egress over the abovementioned 20 foot wide road where said road adjoins the westerly line of the aforescribed 0.25 acre parcel.

The party of the first part and the party of the second part mutually covenant and agree that they, their successors and assigns shall share and pay equally any and all costs for maintenance and repair to the roadway which has been constructed over and across the easement of way granted by the party of the first part to the party of the second part as aforesaid. Such maintenance and repair will include both normal maintenance and repairs and extraordinary maintenance and repairs, including, but not necessarily limited to a complete reconstruction of the road if the same shall from time to time be necessary.

5986

DUTCHESS COUNTY CLERK'S OFFICE  
 RECEIVED ON THE 11 DAY OF Aug 1973  
 AT 3 20 PM P. M. RECORDED IN  
 BOOK 1365 OF Deeds  
 AT PAGE 71 AND EXAMINED

*J. J. [Signature]* CLERK

REAL ESTATE  
 TRANSFER TAX  
 NEW YORK  
 6 1 9 7  
 20110

Aug 8 3 20 PM '73

DUTCHESS COUNTY  
 CLERK'S OFFICE

AGREEMENT

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WHEREAS, A. C. DUTTON LUMBER CORPORATION, a New York corporation having its principal office at 12 Raymond Avenue, Poughkeepsie, New York hereinafter called "Dutton" and CENTRAL HUDSON GAS AND ELECTRIC CORPORATION, a domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, New York, hereinafter called "Central Hudson", both own certain abutting lands in the City of Poughkeepsie, County of Dutchess, State of New York, which abut the Hudson River; and

WHEREAS, there is a railroad siding extending across the aforesaid lands of Dutton from the lands of the Penn Central Railroad Company on the northeast in a generally southwesterly direction to the lands of Central Hudson on the southwest; and

WHEREAS, it becomes necessary from time to time for railroad cars and switch engines to cross the aforesaid siding on the lands of Dutton to gain access to the railroad siding on lands of Central Hudson; and said siding must be maintained from time to time;

NOW, THEREFORE, in consideration of the payment of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS from Central Hudson to Dutton, receipt of which is hereby acknowledged, and other good and valuable consideration, it is mutually covenant and agreed as follows:

1. Dutton hereby grants and conveys to Central Hudson, its successors and assigns, the right to use the aforesaid railroad siding for the movement of railroad cars over and across said siding from lands of the Penn Central Railroad Company to lands of Central Hudson.

Received 2/8/73

2. The term of this easement shall be for a period of twenty-five (25) years commencing on the date hereof and terminating on the anniversary date hereof in the year 1997.

3. Central Hudson shall have the right to use the siding at any time and from time to time in the conduct of its business, provided, however, that any use by Central Hudson shall not interfere with the use of the lands of Dutton adjoining the railroad siding.

4. Dutton shall perform all maintenance of and shall make any repairs to the railroad siding from time to time and as the same shall be required, and Central Hudson shall, within thirty (30) days after receipt of notice from Dutton and an invoice showing the cost thereof, reimburse Dutton for 25% of the cost of maintenance and repair.

5. Central Hudson shall be responsible for any and all damages to persons or to property of Dutton caused by, resulting from, arising out of, or related to the use of the easement by Central Hudson, its employees, servants, agents or assigns. Central Hudson shall defend, indemnify and hold harmless Dutton from any actions, causes of actions, judgments, demands, damages, suits and claims whatsoever arising out of or relating to the use of the siding by Central Hudson, its employees, servants, agents or assigns and asserted against Dutton by any person, firm or corporation.

The terms hereof shall be binding upon and inure to the benefit of the successors, assigns and lessees of Dutton and Central Hudson, respectively.

Signed, sealed and delivered on *February 7, 1973*



CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: *Joseph Durling*

Secretary

A. C. DUTTON LUMBER CORPORATION

By: *J. C. Dutton*

Vice President



1351 REC 313

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EASEMENT FOR THE MAINTENANCE AND REPAIR OF WATER  
PIPE AND UNDERGROUND ELECTRIC LINE, AND AGREEMENT  
TO MAINTAIN AND REPAIR ROAD

AGREEMENT made this 16<sup>th</sup> day of July, 1969, between

A. C. DUTTON LUMBER CORPORATION<sup>a</sup> domestic corporation  
with an office and principal place of business  
at 12 Raymond Avenue, Town of Poughkeepsie,  
Dutchess County, New York,

Party of the First Part,

-and-

MECHANICAL CONSTRUCTION CORP., a domestic corporation  
with an office and principal place of business  
c/o Box 812, City of Poughkeepsie, Dutchess County,  
New York,

Party of the Second Part,

W I T N E S S E T H:

IN CONSIDERATION of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, and the premises, and other good and valuable considerations, the parties hereto mutually covenant and agree as follows:

1. The party of the first part hereby grants to the party of the second part, its successors and assigns, the right to lay a water line four (4) inches in diameter for the purpose of the transportation of water beneath the premises described as follows:

ALL that easement situate in the City of Poughkeepsie, County of Dutchess and State of New York, whose general location is described as follows:

Beginning at an existing water meter pit, said water meter pit being distant approximately 30 feet northeasterly from the southwest corner of a 5.824 acre parcel of land, conveyed by the New York Central Railroad Company to A. C. Dutton Lumber Corporation by deed dated August 1, 1967 and recorded in the Dutchess County Clerk's Office in Liber 1229 of Deeds at Page 415.

- (1) Thence northerly from said existing water meter pit for a distance of 480 feet along an existing 4" diameter transite waterline wherever said waterline is located under the surface of existing ground on the westerly side of a 20 foot easement of way as described in an easement from A. C. Dutton Lumber Corporation to Florence Meagher by deed dated 18 April 1968 and recorded 18 April 1968 in the Dutchess County Clerk's Office in Liber 1241 of Deeds at Page 279, and under the pavement of the existing road which presently covers the boundaries of said easement of way.

LIBER 1269 PAGE 725

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Recorded 7/25/69

LIBER 1241 OF DEEDS

- (2) Also, southerly from the aforementioned water meter pit, along the incoming waterline, to any connection to existing water lines in Hoffman Street or North Water Street.

2. The party of the first part hereby grants to the party of the second part, its successors and assigns the right to lay an electric line beneath the hereinafter described easement:

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ALL that easement in width situate in the Town of Poughkeepsie, County of Dutchess and State of New York whose centerline is described as follows:

Beginning at Central Hudson Gas and Electric Corporation pole number 6259, said pole being on the westerly side of pavement of a 20 foot wide road leading through the lands of A. C. Dutton Lumber Corporation as described in Liber 1241 of Deeds at Page 278, Deed Date April 18, 1968, and recorded April 18, 1968 in Dutchess County Clerk's Office, and distant the following three (3) courses from a concrete monument at the northeast corner of a 5.824 acre parcel of land conveyed to the A. C. Dutton Lumber Corporation by the New York Central Railroad Company, as described in Liber 1229 of Deeds at Page 415 recorded in the Dutchess County Clerk's Office:

- (1) South 09°-28'-30" West 448.46 feet,
- (2) South 09°-29'-40" West 327.54 feet and
- (3) South 25°-40'-30" West 429.27 feet,

Thence South 55°-15' East 44.24 feet to point on a concrete wall at the westerly side of a loading dock of a building under construction, said point being approximately South 09°-27' West 25.63 feet from the northwest corner of said loading dock.

Bearings conform to Magnetic of June 1967.

This easement is for the use of an existing underground electric line situated within the above described location.

3. The party of the second part, its successors and assigns, shall have the right to enter upon lands of the party of the first part for the purpose of maintaining and repairing the waterline referred to in paragraph "1" above and the electric line referred to in paragraph "2" above under the following terms and conditions: The entry of the party of the second part shall not unreasonably interfere with the use by the party of the first part of the road over and across the easement of way granted by the party of the first part to the party of the second part in the said deed dated April 18, 1968, and recorded in the Dutchess County Clerk's Office in Liber 1241 of Deeds at Page 278. The party of the second part, its successors and assigns shall repair any and all damage to said road and shall restore the same to the condition which existed prior to the entry for maintenance and repair.

4. Subject to the duty of repair assumed by the party of the second part in paragraph "3" above, the party of the first part and the party of the second part mutually covenant and agree that they, their successors and assigns shall share and pay equally any and all costs for maintenance and repair to the roadway which has been constructed over and across the easement of way granted by the party of the first part to the party of the second part in the aforesaid deed dated April 18, 1968. Such maintenance and repair will include both normal maintenance and repairs and

✓ extraordinary maintenance and repairs, including, but not necessarily limited to a complete reconstruction of the road if the same shall from time to time be necessary.

A. C. DUTTON LUMBER CORPORATION

By: [Signature]

MECHANICAL CONSTRUCTION CORP.

By: [Signature] *Pres*

STATE OF NEW YORK )  
                                  )SS:  
COUNTY OF DUTCHESS)

On this 16<sup>th</sup> day of July, 1969, before me personally came DAVID G. DUTTON, JR. to me known, and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that he resides in the Town of Poughkeepsie, Dutchess County, New York, and that he is the Vice President of A. C. DUTTON LUMBER CORPORATION Corporation described in and which executed the above Instrument; that he knew the seal of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Board of Directors of said corporation, and that he signed the same as Vice President of said corporation by virtue of a like order of said Board of Directors.

Walter Malen  
Notary Public  
Dutchess County  
My Commission Expires March 1971

STATE OF NEW YORK )  
                                  )SS:  
COUNTY OF DUTCHESS)

On this 23rd day of July, 1969, before me personally came Henry C. Thompson to me known, and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that he resides in the town of Hyde Park, Dutchess County, N.Y., and that he is the President of MECHANICAL CONSTRUCTION CORP. the corporation described in and which executed the above Instrument; that he knew the seal of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Board of Directors of said corporation, and that he signed the same as President of said corporation by virtue of a like order of said Board of Directors.

Samuel Greenfield  
Notary Public

R+R  
VAN DE WATER & VAN DE WATER  
Attorneys at Law  
54 MARKET STREET  
POUGHKEEPSIE, NEW YORK

SAMUEL GREENFIELD  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
COMMISSION EXPIRES MARCH 30, 1970

Recorded 3/7/69

L. 1261 cp 172

GRANT OF GAS LINES RIGHT OF WAY

In consideration of the sum of \$1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation (hereinafter called Central Hudson), a domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, New York, is hereby acknowledged, the undersigned hereby grants and conveys unto Central Hudson, its successors, assigns, and lessees, an easement and right of way, in, upon, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situate in the City of Poughkeepsie, County of Dutchess, State of New York.

Said easement of way shall commence at the taking line of North Water Street on the South and shall continue thence in a northerly direction over and across a strip of land 5 feet in width, which strip of land is bounded on the East by the westerly boundary line of a certain piece of land conveyed by the A. C. Dutton Lumber Corporation to Florence E. Meagher by deed dated April 18, 1968 and recorded in the Dutchess County Clerk's Office in Liber 1241 of Deeds at page 278, to lands now or formerly of the New York Central Railroad Company on the north.

Together with the right at all times to have access thereto, and to enter thereon and to construct, operate and maintain and to protect, repair, replace and remove, in, upon and under the property covered by said easement and right of way an underground pipe line and appurtenances and fixtures adaptable thereto provided that the use of the surface area will in no way be obstructed with above ground appurtenances and further provided that physical damage to the property owned by the undersigned caused solely by Central Hudson, its successors, assigns and lessees during construction or arising out of construction, operation or maintenance of said underground pipe line shall be repaired by and at the expense of Central Hudson, its successors, assigns and lessees.

Together with the permanent right also to trim, cut, and remove, at any time, such brush and trees as in the judgment of Central Hudson, its successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights.

Reserving unto the undersigned the right to continue to use the land subject to said easement and right of way, including the right to maintain the existing roadway and proposed paved parking areas and the right to install drainage tile within the limits of said easement and right of way, provided that such use of said lands shall not interfere with, obstruct, or endanger any of the rights granted as aforesaid, and provided that no house or other structures shall be erected and no excavating, mining or blasting shall be undertaken within the limits of the right of way without the written consent of Central Hudson.

Subject to covenants, conditions, easements and restrictions of record, including, but not necessarily limited to an easement of way conveyed by A. C. Dutton Lumber Corporation to Florence E. Meagher

by deed dated April 18, 1968 and re-recorded in the Dutchess County Clerk's Office in Liber 1241 of Deeds at page 278.

Subject to any state of facts that a personal inspection and accurate survey would reveal.

The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, assigns and lessees of the undersigned and Central Hudson.

Signed, sealed and delivered, on MARCH 7, 1969.

In the presence of:

A. C. DUTTON LUMBER CORPORATION

Alth. - C. D. th. -

By Carol L. Ruth (L.S.)  
Vice-President

**Vice - President**

### CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK )

)ss.:

COUNTY OF DUTCHESS )

On this 7<sup>th</sup> day of MARCH in the year 1969, before me personally appeared DAVID G. DUTTON, known to me, who being by me duly sworn, did depose and say: that he resides at Poughkeepsie, New York; that he is Vice President of the A. C. Dutton Lumber Corporation the corporation described in and which executed the above 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 this order.

Arthur C. Dutton



0 + R  
CHG + E.  
284 - 100th Ave.  
City  
attention - D R / Humbly

OUTER COUNTY  
CLERK'S OFFICE  
MAR 7 2 16 PM '69

DUTCHESS COUNTY CLERK'S OFFICE  
RECEIVED ON THE 7 DAY OF March 1964  
AT 11 16 M. 1 M. RECORDED IN  
BOOK NO. 176 OF Recs  
AT PAGE 172 AND ENCLOSED

REAL ESTATE  
TRANSFER TAX  
Dist. of  
COLUMBIA MAR-YES  
10004846  
\$4.40

7174<sup>u</sup>

CSA 1731 EN 173

Made the 14 day of December,

Nineteen Hundred and Seventy-Seven,

Between DAVID G. DUTTON and CONSTANCE M. DUTTON, his wife,  
residing at 100 Beechwood Avenue, Poughkeepsie, Dutchess County,  
New York,

parties of the first part, and

A. C. DUTTON LUMBER CORPORATION, a New York corporation  
having its principal place of business at 12 Raymond Avenue,  
Poughkeepsie, New York,

part y of the second part,  
Witnesseth that the parties of the first part, in consideration of -----

TEN ----- Dollars (\$10.00 )  
lawful money of the United States, and other good and valuable consideration,  
paid by the part y of the second part, do hereby grant and release unto the  
party of the second part, its successors and assigns forever, all

ALL that tract or parcel of land situate, lying and being in  
the City of Poughkeepsie, County of Dutchess and State of New  
York, and being more particularly bounded and described as follows:

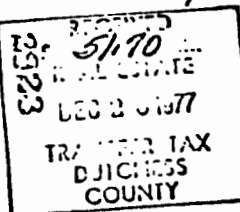
BEGINNING at a point in the westerly line of Beechwood Avenue  
distant 200 feet southerly along said line from the corner of a  
lot recently conveyed to Graham, and running thence along said  
street line S 17 degs. 06' W 30.34 feet; S 20 degs. 48' W 60.62  
feet and S 23 degs. 36' W 9.04 feet thence N 74 degs. 59' W 264.28  
feet to a point in the easterly line of other lands of Graham;  
thence along the same N 13 degs. 43' E 100 feet; thence S 74 degs.  
54' E 275.11 feet to the point or place of beginning.

The above described property is subject to the following  
covenants and restrictions:

1. No building shall be erected except one single family  
dwelling house on each 100 foot lot to be occupied by not more  
than one family for residential purposes only.
2. The house shall be set back from the front line not less  
than 40 feet. This distance shall be measured to the wall line of  
any bay window, porch or similar projection extending out from the  
house. The house shall be so situated on its lot that it shall  
be not nearer than 10 feet from the side lines of the lot, and  
porches, bay windows, sun parlors and similar extensions shall be  
considered a part of the house.
3. Garbage holders must be concealed.
4. No business of any kind shall be conducted on the premises.  
No business signs of any kind shall be permitted on any part of  
the premises. No nuisances of any kind shall be allowed on the  
premises.

RECEIVED ON THE 20 Dec 27  
AT 3 M 01  
BOOK No. 1473 Deeds  
AT PAGE 39 AND EXAMINED

Joseph H. Hartmann CLEK



DEC 20 3 01 PM  
1473 39

known and known to me to be the same persons described in, and who executed the within instrument, and they duly acknowledged to me that they executed the same.

W. Bostwick,

Notary Public.

Recorded January 25th, 1915; 9:13 A. M.

Clerk.

L 387  
CP 473

208.  
C.M.O.

THIS INDENTURE, made the 9th day of January, in the year one thousand nine hundred and fifteen by and between ARTHUR C. DUTTON and ROSE C. DUTTON, his wife, of the City of Springfield, in the State of Massachusetts, parties of the first part, and the A. C. DUTTON LUMBER CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and having its principal place of business in the town of Poughkeepsie, in the County of Dutchess and State of New York,

WITNESSETH, that the said parties of the first part, in consideration of the sum of ONE HUNDRED DOLLARS, lawful money of the United States, and other valuable considerations, paid by the party of the second part, have granted, bargained, sold, released, conveyed and confirmed, and by these presents do grant, bargain, sell, release, convey and confirm unto the said party of the second part, its successors and assigns forever.

ALL those certain pieces, parcels and tracts of land, with the buildings thereon erected, situate, lying and being partly in the town of Poughkeepsie, and partly in the City of Poughkeepsie, in the County of Dutchess and State of New York, more particularly described as follows:

PARCEL I.

ALL those lands and premises, with the buildings thereon erected, including the lands now or formerly below the waters of the Hudson River, situate, lying and being in the City of Poughkeepsie, in the County and State aforesaid, which were conveyed by and are more particularly described in a deed from John K. Sague and his wife and Samuel I. Robinson and his wife to Arthur C. Dutton, bearing date September 16, 1913, and recorded in the Dutchess County Clerk's Office in Liber 381 of Deeds, at page 499.

AND ALSO ALL those lands and premises conveyed by and described in a certain deed from the New York Central & Hudson River Railroad Company to Arthur C. Dutton, dated October 19, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber page .

AND ALSO ALL the right, titles and interests in and to the premises herein above described which were conveyed and released to the parties of the first part hereto by five certain releases executed and recorded as follows:

Arthur C. Dutton and Rose C. Dutton, his wife, and the New York Central & Hudson River Railroad Company, dated October 31, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber of Deeds, page .

Edward S. Atwater as Receiver, etc. and the New York Central & Hudson River Railroad Company, dated November 1914, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds, at page .

Bankers Trust Company, as Trustee, and the New York Central & Hudson River Railroad Company, dated October 30, 1913, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds, at page .

Central Trust Company of New York, as Trustee, and the New York Central &

Hudson River Railroad Company, dated November 4, 1914, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds, at page .

Guaranty Trust Company of New York, as Trustee, and the New York Central & Hudson River Railroad Company, dated November 5, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber of Deeds, at page .

Excepting therefrom, however, so much thereof as has been conveyed to the New York Central & Hudson River Railroad Company by the said party of the second part by deed dated December 9, 1914, and recorded in the Dutchess County Clerk's Office January 8, 1914, in Liber of Deeds, at page .

SUBJECT, however, to the covenants and agreements contained and referred to in a certain agreement entered into between the New York Central & Hudson River Railroad Company and Arthur C. Dutton, dated February 2nd, 1914, the covenants and agreements of which said agreement, so far as they are the covenants and agreements of Arthur C. Dutton are hereby assumed by the party of the second part hereto.

AND ALSO subject to the covenants and agreements contained in a certain side track agreement between the New York Central & Hudson River Railroad Company and Arthur C. Dutton, dated October 27, 1914, the covenants and agreements of which said side track agreement, so far as they are the covenants and agreements of Arthur C. Dutton are hereby assumed by the party of the second part hereto.

AND SUBJECT to a certain indenture of mortgage made and executed by Arthur C. Dutton and Rose G. Dutton, his wife to Edward S. Atwater, as Receiver, etc., dated September, 1913, and recorded in the office of the Clerk of the County of Dutchess in Liber 288 of Mortgages, at page 26, which said mortgage and the bond accompanying the same the said party of the second part hereby assumes and agrees to pay.

#### PARCEL II.

All those lands and premises, including lands now or formerly below the waters of the Hudson River, situate lying and being in the City of Poughkeepsie, in the County of Dutchess and State of New York, which were conveyed and are more particularly described and referred to by and in a deed from John K. Sague and wife, and Samuel I. Robinson and wife to Arthur C. Dutton, dated November 13, 1913, and recorded in the Dutchess County Clerk's Office in Liber 323 of Deeds, at page 174.

Subject, however, to the covenants and agreements contained in an agreement dated the 1st day of April, 1912, between the POUGHKEEPSIE TRUST COMPANY, individually and as trustee under a certain trust mortgage, executed by the POUGHKEEPSIE GLASS WORKS, dated April, 1, 1912, and recorded in the Dutchess County Clerk's Office, July 12, 1912, in Liber 283 of Mortgages, at page 305, and certain of the bond holders thereunder and Arthur C. Dutton.

#### PARCEL III.

ALL those lands and premises including the lands now or formerly below the waters of the Hudson River, situate lying and being partly in the Town of Poughkeepsie, and partly in the City of Poughkeepsie, in the County of Dutchess and State of New York, which were conveyed by and are more particularly described and referred to in a deed from John E. Townsend and wife to Arthur C. Dutton, dated the 16th day of September, 1913, and recorded in the Dutchess County Clerk's Office in Liber 321 of Deeds, at page 501.

AND ALSO ALL those lands and premises conveyed by and described in a certain deed from the New York Central and Hudson River Railroad Company to Arthur C. Dutton, dated December 9, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, at Liber page .

AND ALSO ALL the rights, titles and interests in and to the premises herein above described which were conveyed and released to the parties of the first part hereto by five certain releases executed and recorded as follows:

Arthur C. Dutton and Rose G. Dutton, his wife, and the New York Central &

Hudson River Railroad Company, dated October 31, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber       of Deeds, page       .

Edward S. Atwater, as Receiver, etc. and the New York Central & Hudson River Railroad Company, dated November       , 1914, and recorded in the Dutchess County Clerk's Office, January 9, 1915, in Liber       of Deeds, at page       .

Bankers Trust Company, as Trustee, and the New York Central & Hudson River Railroad Company, dated October 30, 1913, and recorded in the Dutchess County Clerk's Office, January 9, 1915, in Liber       of Deeds, at page       .

Central Trust Company of New York, as Trustee, and the New York Central & Hudson River Railroad Company, dated November 1, 1914, and recorded in the Dutchess County Clerk's Office, January 9, 1915 in Liber       of Deeds, at page       .

Guaranty Trust Company of New York, as Trustee, and the New York Central & Hudson River Railroad Company, dated November 5, 1914, and recorded in the Dutchess County Clerk's Office, January 9, 1915, in Liber       of Deeds, at page       .

EXCEPTING THEREFROM, however, so much thereof as has been conveyed to the New York Central & Hudson River Railroad Company by the said party of the second part by deed dated December 9, 1914, and recorded in the Dutchess County Clerk's Office, January 8, 1914, in Liber of Deeds, at page.

SUBJECT, however, to the covenants and agreements contained and referred to in a certain agreement entered into between the New York Central & Hudson River Railroad Company and Arthur C. Dutton, dated February 4, 1914, the covenants and agreements of which said agreement, so far as they are the covenants and agreements of Arthur C. Dutton are hereby assumed by the party of the second part hereto.

AND ALSO subject to the covenants and agreements contained in a certain side track agreement between the New York Central & Hudson River Railroad Company and Arthur C. Dutton, dated October 27, 1914, the covenants and agreements of which said side track agreement, so far as they are the covenants and agreements of Arthur C. Dutton, are hereby assumed by the party of the second part hereto.

AND SUBJECT to a certain indenture of mortgage made and executed by Arthur C. Dutton and Rose C. Dutton, his wife, to Edward S. Atwater, as Receiver, etc., dated September 1913, and recorded in the office of the Clerk of the County of Dutchess in Liber 288 of Mortgages, at page 36, which said mortgage, and the bond accompanying the same the party of the second part hereby assumes and agrees to pay.

#### PARCEL IV.

ALL those lands and premises, together with the buildings thereon erected, including the land now or formerly below the waters of the Hudson River, situate, lying and being in the City of Poughkeepsie, in the County of Dutchess and State of New York, which were conveyed by and are more particularly described and referred to in a deed from Samuel I. Robinson and Ralph F. Butte to Arthur C. Dutton, dated June 20, 1914, and recorded in the Dutchess County Clerk's Office in Liber 385 of Deeds, at page 255.

SUBJECT, however, to a certain mortgage made and executed by the Poughkeepsie Glass Works to the Poughkeepsie Trust Company, as Trustee, dated April 1, 1912, and recorded in the Dutchess County Clerk's Office in Liber 283 of Mortgages, at page 305.

TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever.

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

In Presence of  
Margery Hoover, as to both  
John W. Crane

Arthur C. Dutton       L. S.  
Rose C. Dutton       L. S.

STATE OF MASSACHUSETTS  
COUNTY OF HAMPDEN :SS:

On this 9th day of January, in the year, nineteen hundred and fifteen, before me, the subscriber, personally appeared ARTHUR C. DUTTON and ROSE G. DUTTON, his wife, to me known, and known to me to be the same persons described in, and who executed the within instrument, and they severally acknowledged to me that they executed the same.

(SEAL)

John W. Crane, Notary Public.

COMMONWEALTH OF MASSACHUSETTS.

HAMPDEN COUNTY :SS:

I, ROBERT O. MORRIS, Clerk of the Supreme Judicial Court, of said County, the same being a Court of Record, and having by law a seal, do hereby certify that JOHN W. CRANE, by whom the certificate of acknowledgment on the annexed instrument was taken, and whose name is subscribed thereto, was at the time of taking the same a Notary Public, residing in said county, duly commissioned and sworn, and authorized by the laws of said State to take the proof or acknowledgment of deeds and other instruments in writing, to be recorded in said State, and to administer oaths or affirmations in said county, and that the same is taken and certified in all respects as required by the laws of said State; that I am well acquainted with his handwriting, and verily believe that the signature to the certificate of acknowledgment on the annexed instrument is genuine.

WITNESS my hand and official seal this 9th day of January, 1915.

(SEAL)

Robert O. Morris, Clerk.

\$10 stamp attached.

Recorded January 25th, 1915; 10:27 A. M.

*J. D. Morris*

Clerk

*Lo S. ...*  
*E. m. v. ...*

THIS INDENTURE, made the twenty third day of January, in the year, one thousand nine hundred and fifteen, between FANNIE M. BRINCKERHOFF of Beacon, New York, party of the first part, and JAMES E. CORCORAN, residing in the City of Beacon, New York, party of the second part.

WITNESSETH, that the said party of the first part in consideration of TWELVE HUNDRED FIFTY DOLLARS, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever.

ALL that tract or parcel of land situate in the City of Beacon, County of Dutchess and State of New York, known and designated on a map and survey of land formerly belonging to John Gowdy, as lot number eighteen and being fifty feet in front on Hudson Avenue, fifty feet in the rear on land of James Wiltee and about one hundred ten feet deep.

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

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, and his heirs and assigns forever.

AND the said FANNY M. BRINCKERHOFF, party of the first part does covenant with said party of the second part, as follows.

FIRST: That the said FANNY M. BRINCKERHOFF, party of the first part

THIS INCENTURE, made the 26<sup>th</sup> day of February,  
in the year Nineteen Hundred and Nineteen.

BETWEEN JOHN K. SAGUE and HELEN N. SAGUE, his  
wife, and SAMUEL I. ROBINSON and ELMA L. ROBINSON, his  
wife, parties of the first part, and

THE A. C. DUTTON LUMBER CORPORATION, party of the  
second part,

WITNESSETH, that the said parties of the first  
part in consideration of ONE HUNDRED DOLLARS (\$100.00)  
AND OTHER GOOD AND VALUABLE CONSIDERATIONS IN DOLLARS,  
lawful money of the United States, paid by the party of  
the second part, the receipt whereof is hereby acknow-  
ledged, do grant and release unto the said party of the  
second part, its successors and assigns forever, all  
those lands and premises in the City of Poughkeepsie,  
County of Dutchess and State of New York, bounded and  
described as follows:

ALL those lots, pieces or parcels of land, sit-  
uate, lying and being in the City of Poughkeepsie, County  
of Dutchess and State of New York, and more particularly  
described as follows, to wit:

SO MUCH of the lands lying southerly of Hoffman  
Street in said City, as are conveyed by a certain deed  
from Edward S. Atwater and Caroline S. Atwater, his wife,  
to John K. Sague and Samuel I. Robinson, which said deed  
is dated September 16th, 1913, and was recorded in the  
office of the County Clerk of Dutchess County on Septem-  
ber 29th, 1913, in Liber 381 of Deeds at page 496 and  
following pages, to which said deed reference is hereby  
made for a more particular description of the lands  
hereby conveyed.

Subject, however, to the lien of a certain mort-  
gage for fifteen hundred dollars, made by the parties  
of the first part hereto to W. Morgan Lee and recorded in  
the Dutchess County Clerk's Office in Liber of mort-  
gages, page

TOGETHER with the appurtenances and all the

EXCEPTED  
Parcel from  
381 of 499

estate and rights of the parties of the first part in and to the said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever.

And the said parties of the first part, do covenant with said party of the second part, as follows:

FIRST: That the said parties of the first part are seized of the said premises in fee simple, and have good right to convey the same.

SECOND: That the party of the second part shall quietly enjoy the said premises.

THIRD: That the said premises are free from encumbrances, except the mortgage above mentioned to W. Morgan Lee.

FOURTH: That the parties of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH: That the said parties of the first part will forever WARRANT the title to said premises.

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

In presence of

*John K. Sague* (L.S.)  
*Heber D. Sague* (L.S.)  
*J. Baldwin* (L.S.)  
*Robert J. Krabau* (L.S.)  
*Samuel Robinson* (L.S.)  
*Emma L. Robinson* (L.S.)

State of New York,  
County of New York,

ss.:

No. 85871 Series B

Form 1

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That

*J. J. Valdin*

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the

26 day of February 1917  
*W. F. Schneider* Clerk.

*J. J. Valdin*  
Notary Public.

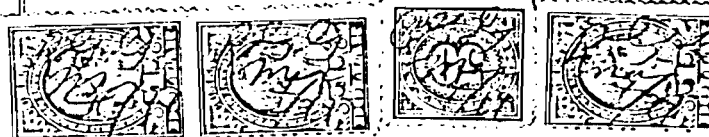
NOTARY PUBLIC, NEW YORK COUNTY NO. 371  
NEW YORK COUNTY REGISTER'S OFFICE  
CERTIFICATE FILED IN RICHMOND COUNTY

STATE OF NEW YORK,  
County of Dutchess.

ss.

On this 28<sup>th</sup> day of February, nineteen hundred and nineteen, before me, the subscriber, personally appeared SAMUEL I. ROBINSON and EMMA L. ROBINSON, his wife, to me known and known to me to be the same persons described in and who executed the within instrument, and they duly and severally acknowledged to me that they executed the same..

*Robert J. Graham*  
Notary Public.



434

240

DEED

(A)

JOHN K. SAGUE and HELEN N.  
SAGUE, his wife, and SAMUEL I.  
ROBINSON and EMMA L. ROBINSON,  
his wife,

-to-

*Mail*

THE A. C. DUTTON LUMBER COR -  
PORATION. *City*

Dated February 1919

FILED -  
DUTCHESS COUNTY

MAR 1 - 1919

CLERK'S OFFICE

1919 MAR 1 M

Dutchess County, Clerk's Office,  
Received on the A. day of Mar. 1919

at 10 H. 20 M. A. M. Record in

Book No. 404 of Deeds

at page 464 and page 465  
*E. H. Truitt*

L407  
up 37

# This Indenture,

Made the Eleventh - day of August, in  
the year Nineteen Hundred and nineteen

Between ROBERT WILKINSON AND CORNELIA WILKINSON, his  
wife \_\_\_\_\_ parties of the first part, and

THE A. C. DUTTON LUMBER CORPORATION

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of

ONE DOLLAR

~~Dollars~~,

lawful money of the United States, paid by the party of the second part,

do hereby grant and release unto the said party of the second part,  
successors

its ~~heirs~~ and assigns forever,

All that certain lot of land in the City of Poughkeepsie,  
County of Dutchess and State of New York, with the buildings  
thereon erected, bounded and described as follows, viz:

Beginning in the north line of Dutchess Avenue at the south  
west corner of the lot which was conveyed by Charles Murphy and  
Ellen Murphy, his wife, to Mary Foley by deed dated February 4,  
1867 and recorded on the Office of the Clerk of Dutchess County  
in Liber 138 of Deeds at Page 283 and running thence northerly  
at right angles to Dutchess Avenue one hundred and twenty five  
feet and running thence westerly parallel with Dutchess Avenue  
to the lands formerly owned by the Poughkeepsie Glass Works  
and now owned by the A. C. Dutton Lumber Corporation and running  
thence southerly and along the said lands now owned by the A. C.  
Dutton Lumber Corporation to the north line of Dutchess Avenue  
and running thence easterly and along the north line of Dutchess  
Avenue to the place of beginning.

And also all the right title and interest of the parties of  
the first part in and to lands within the lines of Dutchess  
Avenue adjacent to the premises hereby conveyed.

And also the perpetual right in common with the owner or  
owners of lots fronting on the north side of Dutchess Avenue  
east of the above described premises to the free use of the  
twelve foot alleyway leading from the northeast corner of the  
above described premises across the rear of the above described  
lots on the north side of Dutchess Avenue to Water Street.

And also all the right title and interest of the parties  
of the first part in and to the lands within the bounds of the  
said twelve foot alleyway.

Together with the appurtenances and all the estate and rights of the  
parties of the first part in and to the said premises.

To have and to hold the above granted premises, unto the said party  
of the second part, its <sup>successors</sup> heirs and assigns forever.

And the said parties of the first part do covenant that  
they have not done or suffered anything whereby the said premises have been encum-  
bered in any way whatever.

In Witness Whereof, the said parties of the first part have here-  
unto set their hands and seals the day and year first above written.

In Presence of

*Robert Wilkinson* L.S.  
*Corneilus Wilkinson* L.S.



State of New York,

County of ..... Tioga ..... } ss.:

Town..... of ... Barton ... }

On this Eleventh ..... day of ..... August ....., in the  
year One Thousand Nine Hundred and ..... nineteen ..... before me, the  
subscriber, personally appeared

..... ROBERT WILKINSON and CORNELIA WILKINSON .....

to me personally known to be the same persons described in and who executed

State of New York }  
Tioga County Clerk's Office } ss.

I, ABRAM I DECKER, Clerk of said County and of the County and  
Supreme Courts held therein, which are Courts of Record, do hereby certify that  
Adelaide Hemstreet the officer whose name is sub-  
scribed to the certificate of proof or acknowledgment of the annexed instrument,  
was, at the date of such certificate, a NOTARY PUBLIC in and for said  
county, duly sworn and authorized by the Laws of said State to take the same,  
and to take the proof and acknowledgment of deeds; that I am well acquainted  
with the handwriting of said officer, and verily believe that the signature to said  
certificate of proof or acknowledgment is genuine; and that said instrument is ex-  
ecuted and acknowledged according to the Laws of the State of New York.

In testimony whereof, I have hereto subscribed my name and affixed the seal  
of said courts and county, at Owego, this 13 day of August 1919.

Abram I Decker Clerk  
by ..... Deputy Clerk.

12-10  
Deed.

Robert Wilkinson and wife,

TO

A. C. Dutton Lumber Corpora-  
tion.

Dutchess County, ss.:

Recorded on the 26<sup>th</sup> ..... A. D. 1919  
day of August .....  
at 1-15 o'clock P.M., in Liber 407  
of DEEDS, at page 37 and examined.

W. H. Winchester  
Clerk

ROBERT WILKINSON,  
POUGHKEEPSIE, N. Y.  
236 Main Street,  
NEW YORK

LAW OFFICE  
NEW YORK

FILED—  
DUTCHESS COUNTY

AUG 26 1919

CLERK'S OFFICE

W. H. P.

situate, lying and being in said Commonwealth, to be recorded therein, and further, that I am well acquainted with his handwriting and verily believe that the signature to the said Proof or Acknowledgment is genuine, and further, that the annexed instrument is executed and acknowledged according to the Laws of said Commonwealth.

Given under my hand and the seal of said Court, this Ninth day of November in the Year One Thousand Nine Hundred and twenty-one.

(SEAL)

T. S. Johnson, Clerk.

Recorded November 26th, 1921, 11:10 A.M.

*T. S. Johnson*

Clerk.

*LIBER 419 up 336  
rec. 11/26/21*

THIS INDENTURE, made the 7th day of November, in the Year Nineteen Hundred and Twenty-one, between

THE CHURCH OF ST. PETER, of the City of Poughkeepsie, Dutchess County, a religious corporation, created by and under the laws of the State of New York, and having its place of business in the City of Poughkeepsie, County of Dutchess, and State of New York, party of the first part,

-and-

A. C. DUTTON LUMBER CORPORATION, of the same place, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of TWELVE HUNDRED AND FIFTY DOLLARS (\$1,250.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever.

ALL that certain lot of land situate, lying and being in said City of Poughkeepsie, bounded as follows:

BEGINNING at a point in the north line of Dutchess Avenue, being the southwest corner of the lot of John Harding; running thence along the north line of said Avenue 34 feet; thence northerly at right angles with said Avenue 125 feet thence easterly parallel with said Avenue 34 feet; thence westerly at right angles with said Avenue and along the west line of said Harding 125 feet to the place of beginning, and known as No. 7 Dutchess Avenue.

Reserving however to said Murphy his heirs and assigns, a right of way for teams etc., across the extreme rear of said lot. Being the same premises conveyed by Charles Murphy to Mary Foley by deed dated February 4, 1867, and recorded February 11, 1867, in liber 138 of deeds at page 233, in the office of the Clerk of Dutchess

*419 up 336*

SECOND: That the party of the second part shall quietly enjoy the said premises.

THIRD: That the said premises are free from incumbrances.

FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH: That said party of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF the party of the first part has hereunto set her hand and seal, the day and year first above written.

In the presence of  
Raymond G. Guernsey

Caroline S. Atwater L.S.

STATE OF NEW YORK  
COUNTY OF DUTCHESS 133.

On the 16th day of June nineteen hundred and twenty seven before me came Caroline S. Atwater to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Raymond G. Guernsey  
Notary Public

Recorded July 22, 1929. 2-06 P.M.

Clerk

Copyist W.K.

THIS INDENTURE made the 20th day of February in the year One thousand nine hundred and twenty nine.

BETWEEN THE MARIST BROTHERS a corporation organized and existing under the laws of the State of New York party of the first part,

-and-

A. C. DUTTON LUMBER CORPORATION INC. a corporation organized under the laws of the State of New York having an office in the Town of Poughkeepsie, Dutchess County New York party of the second part.

WITNESSETH that the said party of the first part, in consideration of One Hundred Dollars (\$100.00) and other valuable considerations in dollars, lawful money of the United States paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby grant and release unto the said party of the second part, its successors and assigns forever. ALL that certain piece or parcel of land situate, lying and being in the Town of Poughkeepsie, Dutchess County, New York bounded and described as follows:

BEGINNING at a stake in the south boundary line of the property of The Marist Brothers; said south boundary line being a line projected westerly from a point which is on the Monumented center line of the N.Y.C.R.R. Company distant northerly 654.66 feet from a stone Monument marked 392 set in said center line by an angle turned clockwise from the Northern projection of said monumented center line of 263 degrees and 12 minutes; said stake being the intersection of the N.Y.C.R.R. Company's west Right of Way line and The Marist Brothers' south boundary line and being 151.06 feet westerly measured along said south boundary line from the aforesaid Railroad Company's center line; and said intersection being also at right angles to a point in the Railroad Company's Monumented center line distant northerly 636.77 feet from a stone Monument marked 392, set in said center

angles from said center line fifty (50) feet; thence westerly parallel with said division line to the westerly line of that parcel of land under the waters of the Hudson River granted by the People of the State of New York to H.D. Meyers by Letters Patent dated March 26, 1870; thence northerly along the westerly line of said parcel of land under the waters of said river, granted as aforesaid to the northwesterly corner of said parcel; thence easterly along the northerly line of said parcel of land under the waters of said river, granted as aforesaid and along the division line between land of said party of the first part and land now or formerly of Marist Brothers, to the place of beginning; Containing four hundred twenty three thousandths (0.423) of an acre of land more or less. The party of the first part reserves the right and easement to use, maintain and renew the existing pipes, steam line and the pump house now located upon the premises above described and also to enter upon the said premises for the purpose of inspecting, maintaining and renewing said pipes, steam line and pump house and any other structures and facilities of the party of the first part now thereon or any extensions thereof; and also the right to construct, maintain, renew and use upon said premises such additional pipes and steam lines as may at any time be deemed necessary by the Chief Engineer of the party of the first part. The party of the second part hereby covenants and agrees, at its expense to extend existing pipes of the party of the first part to the satisfaction of the Chief Engineer of the party of the first part in order that the intake shall be located beyond the limits of any fill which may be made by the party of the second part; also this conveyance is made, upon the express condition and agreement that the material to be used in filling on the premises occupied by pipes and steam lines shall be of ordinary dirt and shall contain no large rocks, so that in case the Railroad Company shall at any time find it necessary to dig up the pipes or steam lines in order to properly maintain the same such work may be done without unnecessary expense to the party of the first part.

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 successors and assigns forever.

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 officers the day and year first above written.

(Corporate Seal)

The New York Central Railroad Company

By R.E.D.

P.E. Crowley,

President.

Attest:

J. M. Mahoney

Assistant Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK :ss.

On the 27th day of February nineteen hundred and twenty

*Albany*

THIS INSTRUMENT made the 22nd day of November in the year one thousand nine hundred and nine BETWEEN Allison Butts, and Arrie M. Butts, his wife, of Poughkeepsie, Dutchess County, N.Y., parties of the first part, and William A. Redding of the city, County and State of New York, party of the second part.

WITNESSETH that the said parties of the first part for and in consideration of the sum of twelve thousand five hundred dollars lawful money of the United States paid by the said party of the second part do hereby remise, release and forever quit-claim unto the said party of the second part his heirs and assigns forever-

ALL that certain piece or parcel of land situated in the town of Poughkeepsie Dutchess County, N.Y., bounded and described as follows- BEGINNING at a point in the northeast corner of the premises herein to be conveyed and also the corner of lands of the Marist Brothers, formerly the land of Edward Bech, and in the northwesterly line of the Central New England and Western Railroad Company, said point being three hundred and twenty-one and 7/10 feet at right angles from Delafield street; thence along the southerly line of lands of said Marist Brothers north fifty five degrees fifty minutes west three hundred and forty four and 6/10 feet; thence continuing along said Marist Brothers land and parallel with Delafield street north twenty four degrees ten minutes east five hundred and seventy four and 6/10 feet; thence continuing along the said Marist Brothers land north eighty eight degrees thirty minutes west six hundred and forty one and 5/10 feet to the easterly line of lands of the New York Central & Hudson River Railroad Company; thence southerly along the east line of said Railroad Company's land one thousand four hundred and fifty seven and 92/100 feet to the northwesterly line of land of the Central New England & Western Railroad Company; thence northeasterly along the northwesterly line of the land of said Central New England & Western Railroad Company 791 feet to an angle in said line; thence southeasterly at right angles to the center line of said railroad company's land 30 feet to a point; thence north fifty four degrees ten minutes east along the northwesterly line of said railroad Company's land four hundred and forty five feet to the place of beginning; containing 15.24 acres of land be the same more or less; Together with all and every existing right of way to and from the said premises over lands of the adjacent owners theretofore used and enjoyed; Also a right of way for the party of the second part his heirs associates, successors and assigns from the west line of said premises through the culvert under the tracks of the New York Central & Hudson River Railroad Company westerly to the Hudson River over the dock known as the Myers dock, for the benefit of the property above conveyed with the right to pass and repass with horses, wagons, and all kind of vehicles at all times; Also the right to lay and maintain a tramway or track thereover from the westerly side of said culvert and operate thereon cars, by steam electric, or other motive power; Also the right to construct, operate and maintain over the premises west of said railroad from the west line of the premises above described to said Myers dock an overhead cableway; Also the right to use said Myers dock for the purpose of receiving thereat, and shipping therefrom all kinds of freight, commodities and merchandise; and the right to repair and maintain said dock and dredge out and deepen the waters of the Hudson river in front thereof and to land vessels thereat for the purpose aforesaid. It is further understood however, that the use of said dock is to be in common with party of the first part his heirs and assigns; No greater rights through the culvert under the tracks of the New York Central & Hudson River Railroad Company are intended to be conveyed by this instrument than are owned by the parties of the first part and reference is to be had to the record of prior instruments to determine the extent of the rights and privileges intended hereby to be granted and conveyed through said culvert; It is also understood that the party of the first part (Allison Butts) his heirs and assigns shall have the right at any time to lay and maintain railroad tracks or tramways, across and to freely cross and recross at all times the right of way to the Hudson River hereinbefore granted and across any tramway or track which the party of the second part his successors heirs or assigns may at any time lay or construct in pursuance of the right hereinbefore granted.

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

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part his heirs and assigns forever.

And the said Allison Butts party of the first part does covenant with the said party of the second part that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

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

In presence of

Allison Butts (seal)  
Arrie M. Butts (seal)

STATE OF NEW YORK ) SS:  
COUNTY OF DUTCHESS)

On this 23rd day of November in the year one thousand nine hundred and nine before me personally came Allison Butts and Arrie M. Butts to me known and known to me to be the individuals described in and who executed the within instrument and they severally duly acknowledged to me that they had executed the same.

Ellen M. Cook--Commissioner of Deeds,  
Poughkeepsie, N. Y.

Recorded Nov 27, 1909- 12 P.M.

*Say Attestation  
Dec. 23 1909 of Record p. 413*

*Attest* Clerk

THIS INDENTURE made the 26th day of November in the year one thousand nine hundred and nine BETWEEN Jennie Pearce, of the village of Pawling, County of Dutchess and State of New York, party of the first part, and Julia E. Pearce & Mary A. Truiz of the same place parties of the second part.

WITNESSETH that the said party of the first part for and in consideration of one dollar lawful money of the United States paid by the said parties of the second part does hereby grant and release unto the said parties of the second part their heirs and assigns forever:-

ALL that certain parcel of land situate lying and being in the village of Pawling aforesaid bounded and described as follows- viz:- BEGINNING at the northwest corner of the lot herein conveyed which is also the northwest corner of the lot conveyed to Henry Pearce by Rebecca Surdam Wheeler, by deed dated April 1, 1892, and running thence easterly along lands formerly owned by W.H. Chapman to the northeast corner of the lot so conveyed by said Rebecca S. Wheeler to Henry Pearce; thence running southerly along lands formerly owned by W.H. Chapman to a point 66 feet distant from the first mentioned course or northerly line of said lot measured at right angles thereto; thence westerly in a line parallel to and 66 feet distant from the said first mentioned line to the easterly line of East Railroad street; thence northerly along said East Railroad street to the place of beginning.

TOGETHER with the appurtenances and all the estate and rights of the said party of the first part in and to the said premises.

TO HAVE AND TO HOLD the above granted premises unto the said parties of the second part their heirs and assigns forever.

And the said Jennie Pearce does covenant with the said parties of the second part as follows-

FIRST-That the said Jennie Pearce party of the first part is seized of the said premises in fee simple and has good right to convey the same.

SECOND-That the parties of the second part shall quietly enjoy the said premises.

THIRD-That the said premises are free from incumbrances.

FOURTH-That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH-That the said Jennie Pearce will forever warrant the title to said premises.

551/500

# This Indenture,

Made the — Thirteenth — day of — September — , in  
the year Nineteen Hundred and Thirteen. —

Between EDWARD S. ATWATER, individually, and as Receiver of  
the Poughkeepsie Iron Works, and CAROLINE S., his wife, of the  
City of Poughkeepsie, Dutchess County, N. Y. —

— part ies of the first part, and

JOHN E. TOWNSEND, of the Town of Poughkeepsie, Dutchess County, N. Y. —

— party of the second part.

Witnesseth, That the said part of the first part, in consideration of  
the sum of \_\_\_\_\_ Dollars,  
lawful money of the United States, paid by the said party of the second part,  
does hereby grant, bargain, sell and release unto the said party of the second  
part, his heirs and assigns forever, ALL THAT CERTAIN TRACT OF LAND  
situate in the Town of Poughkeepsie, Dutchess County, N. Y., bounded  
and described as follows:-

BEGINNING at a point in the west exterior line of lands to be  
acquired by the New York Central and Hudson River Railroad Company  
at a point 50 feet south of the south line of lands of Marist  
Brothers, and running thence westerly along the south line of  
land to be acquired by the New York Central & Hudson River Railroad  
Company 368 feet to the westerly line of lands under water granted  
by the People of the State of New York to Henry Myers by Letters  
Patent dated March 6th, 1870 and recorded in the Dutchess County  
Clerk's Office April 16th, 1892 in Book 262 of Bedds at page 144;  
thence southerly along the westerly line of said land under water  
granted by the People of the State of New York to said Myers,  
about 925 feet to a point where a line drawn westerly and at right  
angles from a point 100 feet south of the north end of the present  
bulkhead of the old Myers icehouse dock would intersect the west

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line of said water grant; thence easterly to a point on said ice house dock 100 feet south of the north end thereof; thence easterly to a point in the west line of the New York Central & Hudson River Railroad Company's to be acquired right of way at the intersection of a line extending westerly and perpendicular from Station 391+551.5 of the monumented center line of said Railroad Company, the said perpendicular line from said monumented center line is also along the southerly side of the north abutment of the under crossing known and described on the maps of the said Railroad Company as Bridge No. 208; thence northerly along the westerly line of said Railroad Company's to be acquired right of way to the place of beginning.

SUBJECT to all the rights and interests and privileges conveyed by Allison Butts to William A. Redding, and subject to any other rights, privileges and easements in favor of any other person.

The lands mentioned in the above description as "to be acquired" by the New York Central & Hudson River Railroad Company have prior to the execution of this instrument been acquired by said Company by deeds dated January 29, 1913 from Edward S. Atwater, as Receiver, and from Arrie M. Butts individually and as executrix, which deeds are recorded respectively in Liber 377 of Deeds, page 583 and Liber 377 of Deeds, page 586.

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

To have and to hold the above granted premises, unto the said part of the second part, — his — heirs and assigns forever.

And the said EDWARD S. ATWATER, one of the parties of the first part, does covenant with said part y of the second part, that the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, excepting a certain agreement made with David L. Emanuel, dated January 7th, 1910.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

In the Presence of

Edward S. Atwater L.S.  
Individually, and as Receiver of  
the Poughkeepsie Iron Works.  
Caroline S. Atwater L.S.

line of said water grant; thence easterly to a point on said

State of New York, }  
County of DUTCHESS } ss.  
CITY of Poughkeepsie }

On this Thirteenth day of September, in the year  
One Thousand Nine Hundred and Thirteen before me personally came

EDWARD S. ATWATER and CAROLINE S., his wife,

to me known, and known to me to be the individual described in, and who  
executed the within Instrument, and they severally duly acknowledged  
to me that they executed the same.

*Ralph F. Butts*  
Notary Public

*Deed*

EDWARD S. ATWATER, individually,  
and as Receiver of the Pough-  
keepsie Iron Works, and  
Caroline S., his wife,

TO

JOHN E. TOWNSEND

Dated, September 13th, 1913.

County, ss.

Recorded on the

day of A. D. 191

at o'clock M., in Liber of

DEEDS, at page and examined

RALPH F. BUTTS  
Attorney and Counsellor  
POUGHKEEPSIE, N. Y.

228 UNION ST.

171Y  
DEED

EDWARD S. ATWATER, individually  
and as Receiver of the Pough-  
keepsie Iron Works, and CAROLINE  
S., his wife,

- to -

JOHN E. TOWNSEND

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Dated September 15th, 1913.

Dutchess County, Clerk's Office, ss:  
Forced on the 22<sup>nd</sup> day of Sept. 1913  
at 4 H 21 M P.M. to read in  
book No. 381 of 1913 D3

at page 500 and 510  
J. H. Townsend

DUTCHESS COUNTY  
CLERK'S OFFICE

SEP 13 4 01 PM

## THIS INDENTURE,

Made the sixteenth day of September, in the year  
nineteen hundred and thirteen,

BETWEEN JOHN K. SAGUE and HELEN N. SAGUE, his wife,  
and SAMUEL I. ROBINSON and EMMA L. ROBINSON, his wife,  
parties of the first part, and  
ARTHUR C. DUTTON, party of the second part,

WITNESSETH, That the said parties of the first part,  
in consideration of the sum of Five Hundred Dollars and  
valuable considerations  
other good and / in Dollars, lawful money of the United  
States, paid by the said party of the second part, do hereby  
grant, bargain, sell and release unto the said party of the  
second part, his heirs and assigns forever,

ALL those lands and premises, including the lands  
now or formerly below the waters of the Hudson River, situate,  
lying and being partly in the Town of Poughkeepsie and  
partly in the City of Poughkeepsie, in the County of Dutchess  
and State of New York, and more particularly described in a  
Deed from Edward S. Atwater as Receiver of the Poughkeepsie  
Iron Company to John K. Sague and Samuel I. Robinson,  
bearing even date herewith and to be recorded in the Dutchess  
County Clerk's office prior to the recording of this  
instrument.

EXCEPTING AND RESERVING, HOWEVER, from the lands  
so described all that part thereof which lies south of  
Hoffman Street.

AND ALSO excepting and reserving an irregular  
parcel of land described as follows:

BEGINNING at the intersection of the north line of  
Hoffman Street with the easterly line of the lands of the  
Poughkeepsie Glass Works, and running thence easterly along  
the northerly side of Hoffman Street 100 feet more or less to

See 381/124

the easterly side of the present scale house;

And running thence northerly along the easterly side of said scale house 35 feet to the north-easterly corner thereof;

And running thence northerly to a point in the present fence 39 feet, which point is 35 feet northerly of the north side of said scale house measured along said fence and 67 feet distant at right angles from Hoffman Street;

And running thence westerly parallel to the northerly line of lands of the Poughkeepsie Glass Works and 35 feet distant therefrom or from the extension thereof easterly to the easterly line of the strip of land 16 feet wide, being the parcel of land secondly described in a certain Deed from Edward S. Atwater as Receiver of the Poughkeepsie Iron Company to the New York Central and Hudson River Railroad Company, dated January 29, 1913, and recorded in the Dutchess County Clerk's office in Liber 377 of Deeds at page 583 and following pages;

And running thence southerly along the easterly line of said 16 foot strip of land described in said Deed to said north line of the lands of the Poughkeepsie Glass Works;

And running thence easterly along the northerly line of lands of the Poughkeepsie Glass Works to the intersection of such line with the easterly line of lands of the said Poughkeepsie Glass Works;

And running thence southerly along the easterly line of lands of the Poughkeepsie Glass Works to the northerly line of Hoffman Street at the place of Beginning.

AND ALSO (excepting and reserving) a strip of land bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly line of lands of the Poughkeepsie Glass Works and the westerly line of the 16 foot strip of land conveyed to the New York Central and Hudson River Railroad Company as aforesaid,

And running from thence westerly 60 feet along the north line of said lands of the Poughkeepsie Glass Works to a point in said line;

Thence running northerly parallel with said 16 foot strip 35 feet to a point;

Thence running easterly 60 feet on a line parallel with and 35 feet distant from said north line of the Poughkeepsie Glass Works to a point in said west line of said 16 foot strip belonging to the New York Central and Hudson River Railroad Company, which said point is 35 feet north of the north line of said Poughkeepsie Glass Works lands, measured along the west line of said 16 foot strip;

Thence running southerly 35 feet along the west line of said 16 foot strip to the north line of lands of the Poughkeepsie Glass Works at the place of beginning.

AND (the parties of the first part also reserve) the right to use solely for the purpose of maintaining a railroad track for the switching of moving cars ~~EXX~~ a strip of land sufficient for the construction of a switch track from a point 185 feet north of the northerly line of the Poughkeepsie Glass Works lands, and running thence southerly along the east side of the above mentioned 16 foot strip and at no point distant more than thirteen feet therefrom to a point 35 feet northerly from said northerly line of the said Poughkeepsie Glass Works lands.

TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever.

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

In the presence of

John K. Sague (L.S.)

Helen N. Sague (L.S.)

Samuel L. Robinson (L.S.)

Emma L. Robinson (L.S.)

STATE OF NEW YORK )  
                                  ) SS.:  
COUNTY OF DUTCHESS)

On this sixteenth day of September in the year nineteen hundred and thirteen before me personally came JOHN K. SAGUE and HELEN N. SAGUE his wife, to me known and known to me to be two of the individuals described in and who executed the within instrument and they severally duly acknowledged to me that they executed the same.

Fred. W. Moegall

Notary Public.

STATE OF NEW YORK )  
COUNTY OF DUTCHESS) SS.:

On this *Twentieth* day of September in the year nineteen hundred and thirteen before me personally came SAMUEL I ROBINSON and EMMA L. ROBINSON his wife, to me known and known to me to be two of the individuals described in and who executed the within instrument, and they severally duly acknowledged to me that they executed the same.

Isabelle G. Nelson

Notary Public.

✓ 1977

JOHN K. SAGUE AND HELEN N.  
SAGUE, his wife, and SARUEL  
I. ROBINSON AND ELLA L.  
ROBINSON, his wife,

-to-

ARTHUR C. DUTTON.

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BARGAIN AND SALE DEED  
Dated, September  
16th 1913.

DUICHES COUNTY  
CLERK'S OFFICE

SEP 29 1913 4 50 PM

Duches County, Clerk's Office, rec  
Entered on the 29<sup>th</sup> day of Sept 1913  
at 4-11- M. P. M. Recorded in  
Book No. 381 of DEEDS  
at page 499 and returned.  
J. H. H. H. H. H.

LAW OFFICE OF  
ROBERT WILKINSON  
POUGHKEEPSIE TRUST COMPANY BUILDING  
POUGHKEEPSIE, N. Y.  
230 MAIN STREET

325/255

T H I S   I N D E N T U R E ,

Made this 20<sup>th</sup> day of June in the year of Our  
Lord One Thousand Nine Hundred and Fourteen.

Between SAMUEL I. ROBINSON and RALPH F. BUTTS, of  
the first part, and

ARTHUR C. DUTTON, of the second part;

WITNESSETH, That the said parties of the first part,  
in consideration of the sum of Ten Dollars, (\$10) and  
other valuable considerations, to them duly paid, have  
sold, and by these presents, do grant and convey to the  
said party of the second part, his heirs and assigns,

First:    All that certain piece or  
parcel of land and premises situate and  
lying in the City (recently village) of  
Poughkeepsie, in the County of Dutchess  
and State of New York, known as the  
Sash property, wharf and appurtenances  
and described as follows, to wit: Be-  
ginning at the northwest corner of the  
property of the Dutchess Whaling Company  
and the southwest corner of the premises  
hereby conveyed; thence along the north  
line of the whale dock S. 68° 40' east  
two hundred and eighty-eight feet five  
inches to the west line of Hudson Street;  
thence along said street north 21° 30'

east one hundred feet to the Locomotive property; thence along the south line of the last mentioned property north 68° 40' west two hundred and ninety-three feet six inches to the front of the dock or channel of the Hudson River; thence along said dock or channel southerly to the place of beginning; being the same premises conveyed by Horatio Allen and his wife Mary C. to William Paulding by deed dated May 1, 1856, on record in said Dutchess County Clerk's Office in Liber No. 106 of deeds, page 344.

Also all that certain other lot or parcel of land situate in the City of Poughkeepsie, bounded as follows, viz: Beginning at the west line of Hudson Street at an iron bolt set in a rock at the southeast corner of the lot formerly conveyed to Jacob J. Sleight and William Paulding by Luther Elling and wife and Richard C. Meeks and wife by deed dated April 21, 1860, on record in said Dutchess County Clerk's office in liber 116 of deeds at page 150, and at the north east corner of the lot hereby conveyed; thence westerly along the south line of said lot formerly owned by said Jacob J. Sleight and William Paulding about two hundred and seventy feet to the step in

front of the lot hereby conveyed; thence southerly fifty (50) feet parallel with Hudson Street to a point two hundred feet northerly from the range of the south side of the Dutchess Whaling Company storehouse; thence easterly parallel with the south side of said storehouse about two hundred and seventy feet to the west line of Hudson Street; thence northerly along said street fifty feet to the place of beginning.

Also all that certain other parcel of land situate in the City of Poughkeepsie, being a part of the premises formerly owned by the Dutchess Whaling Company and bounded as follows: Beginning on the front of the Whaling Company's wharf at a point on the range of a line drawn fifteen feet northerly of and parallel to the north side of the Whaling Company's storehouse (now or formerly used as a paint factory), said point being the northwest corner of a parcel of land conveyed by Elting and Meeks to Thomas Addis Emmet; thence easterly parallel with the north side of the said storehouse, keeping fifteen feet northerly therefrom, about three hundred twenty feet to the west line of Hudson Street; thence northerly along the west line of

Hudson Street one hundred thirty-five feet to the southeast corner of a parcel of land conveyed by the aforesaid Elting and Meeks to Sleight and Paulding; thence westerly along the south line of Sleight and Paulding, parallel with the first above (in the description of this piece) named line, about three hundred twenty feet to the range of the front of the wharf; thence southerly along the front of the wharf one hundred thirty-five feet to the place of beginning.

Also all that certain piece situate at the north west corner of the above described parcel, the north line of the said piece being on the range with the north line of the above described parcel and being twenty-two feet front and extending twenty-five feet westerly into the river.

Also all the right, title and interest of the Company formerly owned by the New York Ice Company in and to Hudson Street and two certain rights of way which in the deed from Elting and Meeks to Emmet were reserved to be used in common with said Emmet.

The foregoing description is intended to cover the parcels of land conveyed to the Company by William C. Ely by

deed dated November 25, 1880, and recorded December 13, 1880 in Dutchess County Clerk's Office in liber 203 of deeds at page 95.

Together with all the right, title and interest of the Company acquired from Robert Good by deed dated October 29, 1894 and recorded December 5, 1894 in Dutchess County Clerk's Office in liber 277 of deeds at page 345, intended to establish the boundary lines between lands of the Company and of said Good.

Also all that lot or parcel of land situate in said City of Poughkeepsie bounded and described as follows, viz; on the north by lands of the Company; on the west by the Hudson River; on the south by Dutchess Avenue; and on the east by Hudson Street; together with all the rights of the Company in and to said Hudson Street and said Dutchess Avenue, and in and to the lands in front of said premises and in front of Dutchess Avenue to the channel of the Hudson River and now covered by the waters of said river; being the same premises conveyed to the Company by Richard S. Emmet by deed dated June 11, 1897 and recorded June 12, 1897 in Dutchess County Clerk's Office in liber 291.

of deeds, at page 405.

Also all that certain lot, piece or parcel of land situate, lying and being in the City of Poughkeepsie, County of Dutchess and State of New York and bounded and described as follows: on the north by Dutchess Avenue; on the east by Hudson Street; on the south by Dock Street; and on the west by the Hudson River; including any rights the Company may have to said streets and including land under water to the channel of the river as granted by the State (so far as the said land under water is owned by the Company); being the same premises conveyed to the Company by deed from William C. Emmet and others dated April 7, 1897 and recorded April 26, 1897 in Dutchess County Clerk's office in liber 290 of deeds at page 436, and by Bache McE. Emmet and others by deed dated April 7, 1897 and recorded April 26, 1897 in Dutchess County Clerk's office in liber 290 of deeds at page 433.

Excepting and reserving, however, from the above described premises all that tract or parcel of land situate in said City of Poughkeepsie bounded and described as follows: beginning at a point being the northwest corner of Hudson Street

and Dock Street; thence westerly on a line drawn in continuation of the north line of Dock Street to the Hudson River; thence southerly down said river to lands now or formerly owned or occupied by Poughkeepsie, Light, Heat & Power Company; thence easterly along said lands so owned or occupied to the prolongation of the west line of Hudson Street; thence northerly in the west line of Hudson Street or the prolongation thereof to the place of beginning; reserving the right to use the north half of the east forty feet of said premises for ingress to and egress from premises of the Company immediately north from said forty feet; together with all the rights of the Company to lands under the waters of the Hudson River immediately in front of the lands above described; being the same premises conveyed by the Company to Poughkeepsie Light, Heat & Power Company by deed dated May 9, 1910 and recorded in Dutchess County Clerk's Office; and also reserving and excepting all that tract or parcel of land shown on a map filed in Dutchess County Clerk's office made by Benjamin H. Brevoort and bounded and described as follows: beginning at a point in the north line of

Dock Street as laid out on said map, being the northwest corner of said Dock Street and Hudson Street as laid out thereon, and being the southeast corner of a brick house; thence in a northerly direction along the west side of Hudson Street forty feet ; thence in a westerly direction keeping always parallel with the north line of Dock Street, as shown on said map, also described as the property line along the south line of eaves to the channel of the Hudson River; thence southerly along the east bank of said channel to a point in range with said north line of Dock Street as shown on said map, being also the property line at present existing as above described; thence in an easterly direction keeping in range with said north line of Dock Street and continuing along said north line and said property line to the point or place of beginning; being the same premises conveyed by the Company to Central Hudson Gas & Electric Company by deed dated June 30, 1911, and recorded in Dutchess County Clerk's office.

Second: All lands and interests in lands, plants, buildings, structures, erections, docks, wharves, machinery, engines, boilers, fixtures, implements,

furnaces, ovens, tools, equipment, furniture, leases, easements, contracts, goodwill, real and personal property, rights, privileges and franchises of every kind and description, notwithstanding that the same are not now particularly set forth in this indenture, which the Company now owns or may hereafter acquire; excepting, however, materials for use in its manufacturing business, its products and its cash and accounts and bills receivable.

Subject, however, to the lien of a certain first mortgage from the Poughkeepsie Glass Works to the Poughkeepsie Trust Company as trustee dated April 1, 1912, and recorded in Dutchess County Clerk's Office on July 1, 1912, in Liber 283 of Mortgages, page 305.

WITH THE APPURTENANCES, and all the estate, title and interest therein of the said parties of the first part.

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part, his heirs and assigns forever.

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

In presence of Samuel L. Quinn (L.S.)  
Charles J. Corbally Joseph T. Burt (L.S.)

STATE OF NEW YORK,  
County of Dutchess. ss.

On this 20<sup>th</sup> day of June in the  
year One Thousand Nine Hundred and Fourteen, before me,  
the subscriber, personally appeared Samuel I. Robinson  
and Ralph F. Butts, to me personally known to be the  
same persons described in and who executed the within  
Instrument, and they duly acknowledged that they executed  
the same.

Charles J. Corbally  
Notary Public.

DEED.

SAUEL I. ROBINSON and RALPH  
F. BUTTS,

-to-

ARTHUR C. DUTTON.

Dated June

DEED  
CLERK'S OFFICE

JUN 26 1914 9 48 AM

Dutone County, Clerk's Office, see  
Entered on 6322 day of June 1914  
at 9 P. 48 M. A. M. Recorded in  
Book No. 385 of Deeds

at page 755. collected  
2 of the deed.

LAW OFFICE OF  
ROBERT WILKINSON  
FOURTH FLOOR TRUST COMPANY BUILDING  
POUGHKEEPSIE, N. Y.  
228 MAIN STREET

and thirty four hundredths (453.34) feet, more or less to the northerly boundary line of the land, formerly of the said Poughkeepsie Glass Company.

EXCEPTING AND RESERVING from the hereinbefore two (2) described parcels of land, so much thereof as lies and is situate within the bounds of two parcels of land conveyed to the party of the first part by the party of the second part, and Rose G. Dutton, his wife, by deed bearing date the       day of       1914, and to be delivered simultaneously herewith.

The party of the second part hereby covenants and agrees to provide and maintain proper outlets to the Hudson River for culverts and drains, now under the lands of the party of the first part.

Said above described premises, and the portion excepted as aforesaid, being shown by yellow shading on said plot.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and this instrument to be signed by its President the day and year first above written.

(CORPORATION SEAL)

THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY

By A. H. Smith, President.

Attest;

D. W. Pardee, Secretary.

STATE OF NEW YORK

COUNTY OF NEW YORK : SS:

On this 19th day of October, 1914, before me personally came, A. H. SMITH, to me known, and known to me to be the President of THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, who being by me duly sworn depose and says that he resides at Chappaqua, New York; that he is the President of THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, the corporation described in, and which executed the foregoing instrument, and knows the corporate seal thereof; that the seal affixed to the foregoing instrument is the corporate seal of the NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, and was affixed thereto by authority of the Board of Directors of said corporation, and that he signed his name thereto as President by like authority.

(SEAL)

J. V. Desmond, Notary Public.

Westchester Co. N. Y.

Certificate filed in New York County

Clerk's #110, Register #6021

My commission expires March 30, 1916.

STATE OF NEW YORK

COUNTY OF NEW YORK : SS:

No. 475.

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that J. V. DESMOND, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition or proof and acknowledgment, a Notary Public, acting in and for the said County, duly commissioned and sworn, and authorized by the laws of said State to take depositions, and also acknowledgments and proofs of deeds, or conveyances for lands, tenements or hereditaments in said State of New York. That there is on file in the Clerk's Office of the County of New York, a certified copy of his appointment and qualification as Notary Public of the County of       with his autograph signature. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition, or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 12th day of Jan'y. 1915.

(SEAL)

Wm. F. Schneider, Clerk.

\$10 stamp attached.

*J. J. Henrich*

Clerk.

GOVE

*90*  
*Source*  
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THIS INSTRUMENT, made the 19th day of October, in the year, nineteen hundred and fourteen between THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, a corporation organized and existing under the laws of the State of New York, having its residence ( principal office ) at 575 Broadway, in the City of Albany, Albany County, New York, party of the first part, and ARTHUR C. DUTTON, of the City of Springfield, Massachusetts, party of the second part:

WITNESSETH, that the said party of the first part, in consideration of ONE DOLLAR, and other valuable considerations, lawful money of the United States, paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby grant and release unto the said party of the second part, his heirs and assigns forever.

ALL those two (2) certain pieces or parcels of land, the first of which is situated partly in the City and partly in the town of Poughkeepsie, and the second of which is situated wholly within the City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

PARCEL NO. 1.

BEING a strip of land of the uniform width of sixteen (16) feet lying eight (8) feet on each side of a center line described as follows:

BEGINNING at a point in the westerly line of the first described parcel of land in the deed from Edward S. Atwater, as Receiver of the Poughkeepsie Iron Company to the New York Central & Hudson River Railroad Company, dated January 29th, 1913, recorded in the office of the County Clerk of said county in Book 377 of Deeds, page 583, said point of beginning being distant one hundred and eighty seven and sixty six hundredths (187.66) feet at right angles from the monumented center line of the railroad of the first party at Station 351 plus 630 of said center line; and running thence southwesterly two hundred and sixty seven and forty six hundredths (267.46) feet to a point of curve; and running thence southwesterly by a six (6) degree curve to the right two hundred and eighteen and eight hundredths (218.08) feet to a point of tangent; and running thence southwesterly tangent to the last above described course one hundred and sixty seven and sixty six hundredths (167.66) feet; and running thence southwesterly by an eleven (11) degree curve to the right, two hundred (200) feet; and running thence southwesterly tangent to the last above described course, one hundred and twenty five (125) feet; and running thence southwesterly by an eleven (11) degree curve to the left, one hundred and fifty eight (158) feet, more or less to the northerly boundary line of land, formerly of the Poughkeepsie Glass Company.

PARCEL NO. 2.

BEING a strip of land of the uniform width of sixteen (16) feet, lying eight (8) feet on each side of a center line described as follows:

BEGINNING at a point in the center line of the parcel of land hereinbefore described, distant southwesterly six hundred and fifty three and two tenths (653.2) feet from the point of beginning in the parcel of land hereinbefore described.

AND running thence southwesterly on a continuation of the course thirdly described in the parcel of land hereinbefore described four hundred and fifty three

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*Dutton gets it all right 377/583.*  
*Then released to him!*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 12th day of Jany. 1915.

(SEAL)

Wm. F. Schneider, Clerk.

3.10 stamp attached.

Recorded January 13th, 1915; 9:31 A. M.

*J. J. H. Smith*

Clerk

AGREEMENT, made this 31st day of October, 1914, between ARTHUR C. DUTTON and ROSE G. DUTTON, his wife, of the City of Springfield, Massachusetts, party of the first part, and THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, a corporation organized and existing under the laws of the State of New York, and having its principal office in the City of Albany, Albany County, New York, party of the second part.

WHEREAS, ALLISON BUTTS and APRIE BUTTS, his wife, did, by deed dated November 22nd, 1909, and recorded in the office of the clerk of Dutchess County in Liber 363 of Conveyances, page 13, grant and convey unto WILLIAM A. REDDING, certain premises in the town of Poughkeepsie, Dutchess County, New York, as described in said deed lying easterly of the premises then owned by THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY; and

WHEREAS by said deed there was also conveyed to said William A. Redding a right of way right to lay and maintain a tramway or track, right to construct, operate, and maintain an overhead cableway, and right to the use of the so-called Myers Dock, all as referred to and more particularly set forth in said deed, subject, however, to the use of said Myers Dock, and of said right of way by the owner of the premises lying westerly of the premises then owned by THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY at the location in question as referred to in said deed; and

WHEREAS the GIANT PORTLAND CEMENT COMPANY, did, by deed dated October, 1913, and recorded, or intended to be recorded in the office of the Clerk of the County of Dutchess, simultaneously herewith grant unto the party of the second part herein, the premises so conveyed by said Allison Butts and wife to William A. Redding, together with the rights and easements conveyed by the aforesaid deed, to said Redding, and above referred to, and subject to the use of said right of way and dock as above mentioned; and

WHEREAS, EDWARD S. ATWATER, as Receiver of the POUGHKEEPSIE IRON COMPANY, did, by deed dated January 29th, 1913, and recorded in the office of the Clerk of Dutchess County in Liber 377 of Deeds, Page 583, grant and convey unto the party of the second part herein, certain premises situate in the town of Poughkeepsie, Dutchess County, New York, as described in said deed, adjoining the premises then owned by the said party of the second part on the westerly side thereof, subject, however, to the right of way, and right to construct tramways, etc. over a portion of said premises, as referred to in the deed from Allison Butts and wife to William A. Redding, above mentioned; and

WHEREAS, the parties of the first part are now the owners of the premises adjoining on the west the premises conveyed to the party of the second part herein, by the deed of Edward S. Atwater, as Receiver of the Poughkeepsie Iron Company, as aforesaid, and being the premises subject to the rights and easements mentioned in said deed from Allison Butts to Redding, above mentioned; and

WHEREAS the parties of the first part are desirous that the premises owned by said parties of the first part as aforesaid, shall be released from the rights and easements referred to in the deed from Butts to Redding, above mentioned, and the party of the second

part has consented to execute such release upon the execution by the parties of the first part of a release discharging the said premises now owned by the party of the second part at the location in question, from any and all rights and claims by or on the part of the said parties of the first part, whether by reason of the reservations contained in the deed from Butte to Hedding above mentioned, or otherwise;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the parties of the first part, for and in consideration of the premises and the sum of ONE DOLLAR to them duly paid by the party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby release and convey unto the party of the second part all their rights, whether of crossing or otherwise, or whether under any instrument of record, or by reason of some statute now existing or hereafter passed in the State of New York or otherwise, in and to the premises now owned by the said party of the second part at the location in question, lying easterly of the westerly line of the parcel firstly described on the land conveyed to the said party of the second part herein by deed of Edward S. Atwater, as Receiver of the Poughkeepsie Iron Company aforesaid.

AND the party of the second part, in consideration of the premises, and the sum of ONE DOLLAR to it duly paid by the parties of the first part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby release and convey unto the said ARTHUR C. DUTTON, one of the parties of the first part herein, all its rights, whether of crossing or otherwise, or whether under any instrument of record or otherwise, in or to the premises conveyed to the said Arthur C. Dutton by deed of John E. Townsend and Edith Landon Townsend, his wife, dated September 16th, 1913, and recorded in the office of the Clerk of Dutchess County in Liber 381 of Deeds, at page 501.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this agreement the day and year first above written.

Arthur C. Dutton L. S.

Rose C. Dutton L. S.

(CORPORATION SEAL)

THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD CO.  
By A. H. Smith, President.

STATE OF NEW YORK  
COUNTY OF NEW YORK :SS:

On this 31st day of October, 1914, before me personally came ARTHUR C. DUTTON and ROSE C. DUTTON, his wife, to me known, and known to me to be the same persons described in, and who executed the foregoing instrument, and duly acknowledged to me that they executed the same.

Anna C. W. Payley,  
Notary Public in and for  
Dutchess Co., N. Y.

STATE OF NEW YORK  
COUNTY OF DUTCHESS :SS:

On this 7th day of November, 1914, before me personally came A. H. SMITH, to me known, and known to me to be the President of the NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, who being by me duly sworn deposes and says that he resides in the Borough of Manhattan, City of New York; that he is the President of the New York Central and Hudson River Railroad Company, the corporation described in, and which executed the foregoing instrument, and knows the corporate seal thereof; that the seal affixed to the foregoing instrument is the corporate seal of the NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, and was affixed thereto by authority of the Board of Directors of said corporation, and that he signed his name thereto as President by like authority.

(SEAL)

J. M. O'Mahoney, Notary Public,  
New York County, N. Y. No. 2911  
New York Co. Register No. 5074  
My commission expires March 30, 1915

STATE OF NEW YORK

COUNTY OF NEW YORK :SS:

No. 519.

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said county, the same being a Court of record, DO HEREBY CERTIFY that J. M. O'MAHONEY, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition or proof and acknowledgment, a Notary Public in and for such county, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State, and for general purposes, and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York.

AND FURTHER, that I am well acquainted with the hand-writing of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 12th day of Jan'y. 1915.

(SEAL)

Wm. F. Schneider, Clerk.

3.10 stamp attached.

Recorded January 13th, 1915; 9:32 A. M.

Clerk.

THIS INSTRUMENT, made the second day of June, in the year, one thousand nine hundred and thirteen between ALEXANDER S. KAZNER and VERONICA KAZNER, his wife, both of the Village of Fishkill Landing, County of Dutchess and State of New York, parties of the first part, and PHILLIP PARDOVICH and MARY PARDOVICH, his wife, both of the Village of Fishkill Landing, County of Dutchess and State of New York, parties of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of ONE DOLLAR and other valuable consideration (\$1.00) lawful money of the United States, paid by the said parties of the second part, do hereby grant and release unto the said parties of the second part, their heirs and assigns forever.

ALL that tract or parcel of land situate in the Village of Fishkill Landing County of Dutchess and State of New York, bounded and described as follows:

BEGINNING on the northerly side of Beekman Street at the southwesterly corner of a lot of John Dunlea, and running thence with that lot, north fourteen degrees and thirty minutes west one hundred feet; thence with land of Lewis Tompkins, north ten degrees west thirty six feet and six inches to a post; thence south eighty degrees and fifteen minutes west one hundred and thirty one feet and eight inches to the southeast corner of a lot of William Henry; thence with his lot, south forty nine degrees and thirty minutes west sixty five feet and nine inches to land of John K. Van Tine; thence with his land south forty seven degrees east one hundred and seventy feet more or less to Beekman Street aforesaid; thence along the same northerly and easterly about one hundred and five feet to the place of beginning.

BEING THE same premises that were conveyed by Lewis Tompkins and wife to the said Simon P. Siver by deed bearing date the 25th day of October, A. D., 1879, and re-

for me, the subscriber, personally appeared JOHN K. SAGUE and HELEN N. SAGUE, his wife, to me known, and known to me to be the same persons described in, and who executed the within instrument, and they severally duly acknowledged to me that they executed the same.

Clarence J. Drake,

Notary Public.

\$ .50 stamp attached.

Recorded January 8th, 1915; 11:36 A. M.

CONSIDERATION \$ 4.00  
 LIENS \$  
 AMOUNT TAXES \$ 4.00  
 AMOUNT OF STAMP ATTACHED \$ .50  
 J. J. Drake Clerk

Clerk.

Libers 387  
 CP 366

THIS INSTRUMENT, made the ninth day of December, in the year, nineteen hundred and fourteen between ARTHUR C. DUTTON and ROSE G. DUTTON, his wife, of the City of Springfield, State of Massachusetts, parties of the first part, and THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, a corporation organized and existing under the laws of the State of New York, having its residence ( principal office ) at 575 Broadway, in the City of Albany, Albany County, New York, party of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of ONE DOLLAR, and other valuable considerations, lawful money of the United States, paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby grant and release unto the said party of the second part, its successors and assigns forever.

ALL those two certain pieces or parcels of land the first of which is situate partly in the City and partly in the town of Poughkeepsie, and the second of which is situate wholly within the City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

PARCEL NO. 1.

A certain strip of land of a uniform width of sixteen (16) feet, of which eight (8) feet lies on each side of a center line described as follows:

BEGINNING at a point in the westerly line of that parcel of land that was conveyed by Edward S. Atwater as Receiver of the Poughkeepsie Iron Company to the New York Central & Hudson River Railroad Company by deed dated January 29th, 1913, recorded in the office of the Clerk of said County in Book No. 377 of Deeds, at page 583, said point of beginning being distant one hundred and seventy four and fifty five hundredths (174.55) feet at right angles from the monumented center line of the railroad of the party of the second part, measured at station 391 plus 920.48 of said center line;

And running thence southwesterly two hundred and thirty eight and twenty five hundredths (238.25) feet to a point of curve; thence continuing southwesterly by a nine (9) degrees and forty five (45) minutes curve to the right, tangent to the last above described course three hundred and sixty four and sixty seven hundredths (364.67) feet; thence continuing southwesterly tangent to the last above described course thirty five and forty four hundredths (35.44) feet; thence southwesterly and southerly by a nine (9) degrees and forty five (45) minutes curve to the left, tangent to the last above described course three hundred and ninety six and sixty four hundredths (396.64) feet; thence southerly tangent to the last above described course two hundred and fifty four and fifty one hundredths (254.51) feet; thence continuing southerly by a nine (9) degree and forty five (45) minute curve to the right, tangent to the last above described course one hundred and three and fifty nine hundredths (103.59) feet; thence continuing southerly, tangent to

Block  
 Track Spur

Book 377, p. 583  
 174.55/40

the last above described course eighty one and nine tenths (81.9) feet, more or less to the northerly boundary line of land formerly of the Poughkeepsie Glass Company.

AND ALSO, as part of and included with the above described parcel, a small triangle of land adjoining and northerly thereof, and between the westerly line of said parcel of land conveyed by said Atwater, as Receiver, by the aforesaid deed, and the northerly prolongation of the westerly line of said sixteen (16) foot strip.

PARCEL NO. 2.

BEING A STRIP OF LAND of the uniform width of sixteen (16) feet, lying eight (8) feet on each side of a center line described as follows:

BEGINNING at a point distant easterly four (4) feet, eight and one half (8 1/2) inches at right angles from the center line of the parcel of land hereinbefore described as Parcel No. 1 measured at a point in said center line, distant southwesterly eight hundred and ninety nine (899) feet from the point of beginning of said parcel, said point of beginning being opposite the point of frog of a possible future connection; and running thence southerly by a straight line nine (9) feet; thence southerly and southeasterly by a twelve (12) degree curve to the left, tangent to the last above described course, two hundred and fifty (250) feet; thence southeasterly tangent to the last above described course, seventy six (76) feet; thence southeasterly and southerly by an eleven (11) degree curve to the right, tangent to the last above described course, two hundred and seventy six and eight tenths (276.8) feet, more or less to the northerly boundary line of land, formerly of the Poughkeepsie Glass Company.

AND ALSO as part of and included with said strip a small triangle of land adjoining and northerly thereof, and between the east line of the strip of land hereinbefore described as Parcel No. 1 and a line parallel with the center line of the turnout for said possible future connection drawn from the northeasterly corner of the premises hereinabove described as Parcel No. 2.

SUBJECT, however, to the right of the first parties which is hereby reserved to cross at grade, all of the lands hereby conveyed on foot and with teams at as many places as may now or in future be found necessary or convenient by them.

SUBJECT, however to the prior right of the party of the second part to uninterrupted use of any tracks, which may be laid upon the said land, and also upon the condition that any and all of such crossings shall be constructed and maintained under the standard form of agreement of the party of the second part, covering grade crossings, except the provisions thereof contained in its L. D. form #159 of 1912, Paragraph 6.

TOGETHER with the right and privilege to enter upon other land of the parties of the first part adjoining said land conveyed by said Atwater as Receiver by the aforesaid deed on the west, and thereon to make and maintain the slopes of the cuts and embankments necessary for the support and maintenance of the roadbed and tracks constructed between the points "A" "B" "C" on the plot hereto attached.

TOGETHER with the right and privilege of similar maintenance, in the event of the desire of the party of the second part to construct a possible future connection between the points "B" and "D" on said plot, said points "C" and "D" being in the northerly line of the lands formerly of the Poughkeepsie Glass Company.

SAID above described premises being shown by yellow shading on the plot thereof hereto attached, which is hereby made a part of this description.

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

In the Presence of

Arthur C. Dutton

L. S.

Margery Hoover as to both

Rose G. Dutton

L. S.

STATE OF MASSACHUSETTS

COUNTY OF HAMPDEN :SS:

On this 9th day of December, in the year, nineteen hundred and fourteen, before me personally came ARTHUR C. DUTTON and ROSE G. DUTTON, his wife, to me known, and known

BACK TO ACDCC  
820/10

to me to be the same persons described in, and who executed the foregoing instrument, and they thereupon acknowledged to me that they executed the same.

(SEAL)

John W. Crane,

Notary Public.

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY :SS:

I, ROBERT O. MORRIS, Clerk of the Supreme Judicial Court of said County, the same being a Court of record, and having by law a seal, do hereby certify that JOHN W. CRANE, by whom the certificate of acknowledgment on the annexed instrument was taken, and whose name is subscribed thereto, was at the time of taking the same a Notary Public residing in said county, duly commissioned and sworn, and authorized by the laws of said State to take the proof or acknowledgment of deeds and other instruments in writing, to be recorded in said State, and to administer oaths or affirmations in said County, and that the same is taken and certified in all respects as required by the laws of said State; that I am acquainted with his handwriting, and verily believe that the signature to the certificate of acknowledgment on the annexed instrument is genuine.

WITNESS my hand and official seal this 9th day of Dec., 1914.

(SEAL)

Robert O. Morris, Clerk.

3.10 stamp attached.

Recorded January 8th, 1915; 12:02 P. M.

*29 Morris*  
Clerk.

THIS INDENTURE, Made the twenty ninth day of December, in the year One Thousand Nine Hundred and Fourteen, Between, ANNA SZUDROWICZ of 209 West 147th Street, New York City, party of the first part, and JAMES FEDERICO, residing in the City of Beacon, New York, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of NINE HUNDRED FIFTY DOLLARS, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever, ALL that tract or parcel of land, situate in the City of Beacon, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING on the southerly side of the Old Road at the southeasterly corner of Brett Street and the Old Road, and running thence easterly along the Old Road sixty feet to land of Clista A. Salisbury; thence southerly along her line sixty five feet ten inches to land of Salisbury; thence westerly along her line sixty feet to Brett Street; thence north-erly along Brett Street sixty five feet ten inches to the Old Road, the place of beginning. Being a lot sixty feet front and rear by sixty five feet ten inches deep.

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

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part, and his heirs and assigns forever.

SUBJECT to a certain mortgage held by THE MECHANICS SAVINGS BANK of Beacon, New York, as a security for the payment of SIX HUNDRED DOLLARS and interest, which mortgage and interest the party of the second part assumes and agrees to pay as so much of the purchase money.

AND the said ANNA SZUDROWICZ, party of the first part, does covenant with

THIS INDENTURE, made the 9<sup>th</sup> day of *January*  
in the year one thousand nine hundred and fifteen,

By and between ARTHUR C. DUTTON and ROSE G. DUTTON,  
his wife, of the City of Springfield, in the State of  
Massachusetts, parties of the first part, and the

A. C. DUTTON LUMBER CORPORATION, a corporation duly  
organized and existing under and by virtue of the Laws  
of the State of New York, and having its principal place  
of business in the Town of Poughkeepsie, in the County  
of Dutchess and State of New York,

WITNESSETH, that the said parties of the first  
part in consideration of the sum of *one hundred*  
*dollars* lawful money of the United States, and  
other valuable considerations paid by the part of the  
second part, have granted, bargained, sold, released,  
conveyed and confirmed, and by these presents do grant,  
bargain, sell, release, convey and confirm unto the said  
party of the second part, its successors and assigns,  
forever,

ALL those certain pieces, parcels and tracts of  
land, with the buildings thereon erected, situate, lying  
and being partly in the Town of Poughkeepsie, and partly  
in the City of Poughkeepsie, in the County of Dutchess  
and State of New York, more particularly described as  
follows:

PARCEL I.

ALL those lands and premises, with the buildings  
thereon erected, including the lands now or formerly be-

low the waters of the Hudson River, situate, lying and being in the City of Poughkeepsie, in the County and State aforesaid, which were conveyed by and are more particularly described in a deed from John K. Sague and his wife and Samuel I. Robinson and his wife to Arthur C. Dutton, bearing date September 16, 1913, and recorded in the Dutchess County Clerk's Office in Liber 381 of Deeds, at page 499.

And also all those lands and premises conveyed by and described in a certain deed from the New York Central & Hudson River Railroad Company to Arthur C. Dutton, dated October 19, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber page

And also all the rights, titles and interests in and to the premises herein above described which were conveyed and released to the parties of the first part hereto by five certain releases executed and recorded as follows:

Arthur C. Dutton and Rose G. Dutton, his wife, and the New York Central & Hudson River Railroad Company, dated October 31, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber of Deeds, page

Edward S. Atwater as Receiver, etc. and the New York Central & Hudson River Railroad Company dated November 1914, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds at page

Bankers Trust Company, as Trustee, and the New York Central & Hudson River Railroad Company, dated October 30, 1913, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds, at page

Central Trust Company of New York, as Trustee, and the New York Central & Hudson River Railroad Company, dated November 4, 1914, and recorded in the Dutchess County

820795 →

820 p 100 → Clerk's Office January 9, 1915, in Liber  
of Deeds, at page

Guaranty Trust Company of New York, as  
Trustee, and the New York Central & Hud-  
son River Railroad Company, dated Novem-  
ber 5, 1914, and recorded in the Dutchess  
County Clerk's Office on January 9, 1915,  
in Liber of Deeds, at page

Excepting therefrom, however, so much thereof as has  
been conveyed to the New York Central & Hudson River Rail-  
road Company by the said party of the second part by deed  
dated December 9, 1914, and recorded in the Dutchess  
County Clerk's Office January 8, 1914, in Liber  
of deeds, at page

Subject, however, to the covenants and agreements  
contained and referred to in a certain agreement entered  
into between the New York Central & Hudson River Railroad  
Company and Arthur C. Dutton, dated February 2, 1914,  
the covenants and agreements of which said agreement, so  
far as they are the covenants and agreements of Arthur C.  
Dutton are hereby assumed by the party of the second part  
hereto.

And also subject to the covenants and agreements  
contained in a certain side track agreement between the  
New York Central & Hudson River Railroad Company and Arthur  
C. Dutton, dated October 27, 1914, the covenants and agree-  
ments of which said side track agreement, so far as they  
are the covenants and agreements of Arthur C. Dutton, are

dated the 16th day of September, 1913, and recorded in  
the Dutchess County Clerk's Office in Liber 381 of Deeds  
at page 501.

And also all those lands and premises conveyed by  
and described in a certain deed from the New York Cen-  
tral & Hudson River Railroad Company to Arthur C. Dutton,  
dated December 9, 1914, and recorded in the Dutchess County

PARCEL II.

ALL those lands and premises, including lands now or formerly below the waters of the Hudson River, situate lying and being in the City of Poughkeepsie, in the County of Dutchess and State of New York, which were conveyed and are more particularly described and referred to by and in a deed from John K. Sague and wife and Samuel I. Robinson and wife to Arthur C. Dutton, dated November 13, 1913, and recorded in the Dutchess County Clerk's Office in Liber 383 of Deeds, at page 174.

Subject, however, to the covenants and agreements contained in an agreement dated the 1st day of April, 1912 between the Poughkeepsie Trust Company, individually, and as trustee under a certain trust mortgage, executed by the Poughkeepsie Glass Works, dated April 1, 1912, and recorded in the Dutchess County Clerk's Office July 12, 1912, in Liber 283 of Mortgages, at page 305, and certain of the bond holders thereunder and Arthur C. Dutton.

PARCEL III.

ALL those lands and premises, including the lands now or formerly below the waters of the Hudson River, situate, lying and being partly in the Town of Poughkeepsie and partly in the City of Poughkeepsie, in the County of Dutchess and State of New York, which were conveyed by and are more particularly described and referred to in a deed from John E. Townsend and wife to Arthur C. Dutton, dated the 16th day of September, 1913, and recorded in the Dutchess County Clerk's Office in Liber 381 of Deeds at page 501.

And also all those lands and premises conveyed by and described in a certain deed from the New York Central & Hudson River Railroad Company to Arthur C. Dutton, dated December 9, 1914, and recorded in the Dutchess County

Clerk's office on January 9, 1915, at Liber page

And also all the rights, titles and interests in and to the premises herein above described which were conveyed and released to the parties of the first part hereto by five certain releases executed and recorded as follows:

Arthur C. Dutton and Rose C. Dutton, his wife, and the New York Central & Hudson River Railroad Company, dated October 31, 1914, and recorded in the Dutchess County Clerk's Office on January 9, 1915, in Liber of Deeds, page

Edward S. Atwater, as Receiver, etc. and the New York Central & Hudson River Railroad Company, dated November 1914, and recorded in the Dutchess County Clerk's office January 9, 1915, in Liber of Deeds, at page

Bankers Trust Company, as Trustee, and the New York Central & Hudson River Railroad Company, dated October 30, 1913, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds, at page

Central Trust Company of New York, as Trustee, and the New York Central & Hudson River Railroad Company, dated November 4, 1914, and recorded in the Dutchess County Clerk's Office January 9, 1915, in Liber of Deeds, at page

Guaranty Trust Company of New York, as Trustee, and the New York Central & Hudson River Railroad Company, dated November 5, 1914, and recorded in the Dutchess County Clerk's Office, January 9, 1915, in Liber of Deeds, at page

Excepting therefrom, however, so much thereof as has been conveyed to the New York Central & Hudson River Railroad Company by the said party of the second part by deed dated December 9, 1914, and recorded in the Dutchess County Clerk's Office January 8, 1914, in Liber of deeds, at page

Subject, however, to the covenants and agreements contained and referred to in a certain agreement entered into between the New York Central & Hudson River Railroad Company and Arthur C. Dutton, dated February 4, 1914

the covenants and agreements of which said agreement, so far as they are the covenants and agreements of Arthur C. Dutton are hereby assumed by the party of the second part hereto.

And also subject to the covenants and agreements contained in a certain side track agreement between the New York Central & Hudson River Railroad Company and Arthur C. Dutton, dated October 27, 1914, the covenants and agreements of which said side track agreement, so far as they are the covenants and agreements of Arthur C. Dutton, are hereby assumed by the party of the second part hereto.

And subject to a certain indenture of mortgage made and executed by Arthur C. Dutton and Rose G. Dutton, his wife, to Edward S. Atwater, as Receiver, etc., dated September 1913, and recorded in the office of the Clerk of the County of Dutchess in Liber 288 of Mortgages, at page 36, which said mortgage and the bond accompanying the same the party of the second part hereby assumes and agrees to pay.

#### PARTIAL IV.

ALL those lands and premises, together with the buildings thereon erected, including the lands now or formerly below the waters of the Hudson River, situate, lying and being in the City of Poughkeepsie, in the County of Dutchess and State of New York, which were conveyed by and are more particularly described and referred to in a deed from Samuel I. Robinson and Ralph F. Butts to Arthur C. Dutton, dated June 20, 1914, and recorded in the

Dutchess County Clerk's Office in Liber 385 of Deeds,  
at page 255.

Subject, however, to a certain mortgage made and  
executed by the Poughkeepsie Glass Works to the Poughkeepsie  
Trust Company as trustee, dated April 1, 1912, and  
recorded in the Dutchess County Clerk's Office in Liber  
283 of Mortgages, at page 305.

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

TO HAVE AND TO HOLD the above granted premises  
unto the said party of the second part, its successors  
and assigns forever.

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

In presence of

*Margery Hoover*  
*John W. Brown*

*Arthur P. Dutton*

*Rose G. Dutton*



STATE OF MASSACHUSETTS }  
COUNTY OF HAMPDEN } SS:

On this 9 day of January,

in the year Nineteen Hundred and Fifteen, before me,  
the subscriber, personally appeared ARTHUR C. DUTTON  
and ROSE G. DUTTON, his wife, to me known and known

and who

Commonwealth of Massachusetts.



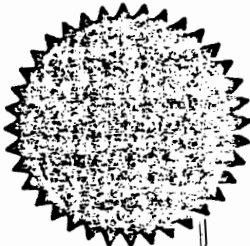
HAMPDEN }  
COUNTY } SS.

I, ROBERT O. MORRIS, Clerk of the Supreme Judicial Court  
of said County, the same being a Court of Record, and having by law a seal, do hereby certify  
that *John H. Crane* by whom the certificate of acknowledgment  
on the annexed instrument was taken, and whose name is subscribed thereto, was at the time of  
taking the same a Notary Public, *Justice of the Peace*, residing in said County, duly commissioned  
and sworn, and authorized by the laws of said State to take the proof or acknowledgment of deeds  
and other instruments in writing, to be recorded in said State, and to administer oaths or affirma-  
tions in said County, and that the same is taken and certified in all respects as required by the  
laws of said State; that I am acquainted with his handwriting, and verily believe that the  
signature to the certificate of acknowledgment on the annexed instrument is genuine.

Witness my hand and official seal, this

9th day of Jan., 1915

*Robert O. Morris* Clerk.



D E E D

ARTHUR C. DUTTON AND WIFE

-to-

A. C. DUTTON LUMBER CORPORATION.

Dated,

1915

24

Trilchless County, Clerk's Office, ss.

Presented on the 25th day of Jan 1915

by A. C. Dutton & N. L. Lumber Co. in

Book No. 287-11

at New York

at New York

JAN 25 1915 10 27 AM

RECORDED

note  
A. C. Dutton  
ack

LAW OFFICE OF  
ROBERT WILKINSON  
POUGHKEEPSIE TRUST COMPANY BUILDING  
POUGHKEEPSIE, N. Y.  
328 MAIN STREET

**Appendix G**  
**Documentation on Hazardous Waste Generation**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE  
BUREAU OF HAZARDOUS WASTE OPERATIONS  
COMPLIANCE INSPECTION SECTION  
50 WOLF ROAD, ALBANY, NEW YORK 12233-4017

RECEIVED

JUL 7 1987

NYSDEC  
WHITE PLAINSName: *Mr. Michael Marrone*Title: *Operating Manager*Business Name: *A.C. Dutton Lumber Corp*Address: *1 Hoffman St  
Poughkeepsie, NY 12601*RE: Hazardous Waste Inspection Date: *7/3/87*Inspected By: *William Buskey*Location of Business: *Same as above*EPA Identification Number: *NYD 006993711*Dear *Mr. Marrone*

In order to determine compliance with the New York State Hazardous Waste Regulations, the New York State Department of Environmental Conservation conducted an inspection of your facility on the above referenced date.

As a result of that inspection, you were found to be operating as follows:

- ☐ Small Quantity Generator—Generates less than 100 kg/month and stores less than 100 kg.
- ☐ Small Quantity Generator—Generates less than 100 kg/month and stores more than 100 kg., but less than 1,000 kg.
- ☒ Small Quantity Generator—Generates more than 100 kg/month but less than 1,000 kg/month and stores less than 1,000 kg.
- ☐ Generator—Generates 1,000 kg or more per month and/or stores more than 1,000 kg.
- ☐ Other— \_\_\_\_\_

☒ The Department's Inspector found no violations of the New York State Hazardous Waste Regulations on the inspection date referenced above. A copy of the Inspection Form is enclosed for your records.

☐ Your facility was not subject to the New York State Hazardous Waste Regulations on the inspection date referenced above. A copy of the Inspection Form is enclosed for your records.

If you have any questions, please contact the Inspector at the location circled on the back.

Thank you for your cooperation.

Sincerely,

ENCLOSURE:  
Inspection Form

DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

print or type.

Form Approved. OMB No. 2050-0039. Expires 9-30-88

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|-----------------------------------------------------------------|--|
| <b>UNIFORM HAZARDOUS WASTE MANIFEST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 1. Generator's US EPA No.<br>NY ID 10 10 16 19 13 17 11 11 10 19 17 |  | Manifest Document No.<br>1                                                                                                 |  | 2. Page 1 of 1                         |  | Information in the shaded areas is not required by Federal Law. |  |
| 3. Generator's Name and Mailing Address<br>A.C. Dutton Lumber Co.<br>1 Hoffman St.<br>Poughkeepsie, NY 12601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                     |  | A. State Manifest Document No.<br>NY A 646105 5                                                                            |  |                                        |  |                                                                 |  |
| 4. Generator's Phone (914) 454-7000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                     |  | B. Generator's ID<br>Same                                                                                                  |  |                                        |  |                                                                 |  |
| 5. Transporter 1 (Company Name)<br>Osmose Wood Preserving, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  | 6. US EPA ID Number<br>TN ID 10 15 11 11 14 10 13 16                                                                       |  | C. State Transporter's ID<br>TN 144625 |  |                                                                 |  |
| 7. Transporter 2 (Company Name)<br>Earth Industrial Waste Management, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                     |  | 8. US EPA ID Number<br>TN ID 10 10 10 16 11 14 13 12 11                                                                    |  | D. Transporter's Phone (901) 357-1703  |  |                                                                 |  |
| 9. Designated Facility Name and Site Address<br>Earth Industrial Waste Management, Inc.<br>3536 Fite Rd.<br>Millington, TN 38053                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                     |  | 10. US EPA ID Number<br>TN ID 10 10 10 16 11 14 13 12 11                                                                   |  | E. State Transporter's ID              |  | F. Transporter's Phone (901) 358-5695                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  |                                                                                                                            |  | G. State Facility's ID                 |  | H. Facility's Phone (901) 358-5695                              |  |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                     |  | 12. Containers                                                                                                             |  | 13. Total Quantity                     |  | 14. Unit                                                        |  |
| a. Waste, Arsenical Compound, Solid, N.O.S.,<br>Poison B UN 1557                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                     |  | No. Type                                                                                                                   |  | Quantity                               |  | Wt/Vol                                                          |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  | 2 1                                                                                                                        |  | 1,000                                  |  | P                                                               |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
| J. Additional Descriptions for Materials Listed Above<br>As <sub>2</sub> O <sub>5</sub> CrO <sub>3</sub> 1 1 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                     |  | K. Handling Codes for Wastes Listed Above                                                                                  |  |                                        |  |                                                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  | a. <input checked="" type="checkbox"/> b. <input type="checkbox"/> c. <input type="checkbox"/> d. <input type="checkbox"/> |  |                                        |  |                                                                 |  |
| 15. Special Handling Instructions and Additional Information<br>In case of spill, dike, flush with water, contain, repackage contaminated material in 101 approved containers. Wear full protective clothing.<br>ALTERNATE FACILITY: RETURN TO GENERATOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                     |  | EMERGENCY PHONE: 901-357-1703                                                                                              |  |                                        |  |                                                                 |  |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.<br>If I am a large quantity generator, I certify that I have program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
| Printed/Typed Name<br>Adam Matthews                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                     |  | Signature<br><i>Adam Matthews</i>                                                                                          |  |                                        |  | Mo. Day Year<br>13 11 87                                        |  |
| 17. Transporter 1 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                     |  | Printed/Typed Name<br>Donald Duke                                                                                          |  |                                        |  | Signature<br><i>Donald Duke</i>                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  |                                                                                                                            |  |                                        |  | Mo. Day Year<br>13 11 87                                        |  |
| 18. Transporter 2 (Acknowledgement or Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                     |  | Printed/Typed Name<br>Thomas D. Welsch                                                                                     |  |                                        |  | Signature<br><i>Thomas D. Welsch</i>                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                     |  |                                                                                                                            |  |                                        |  | Mo. Day Year<br>13 11 87                                        |  |
| 19. Discrepancy Indication Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                     |  |                                                                                                                            |  |                                        |  |                                                                 |  |
| Printed/Typed Name<br>GILBERT FLEURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                     |  | Signature<br><i>Gilbert Fleury</i>                                                                                         |  |                                        |  | Mo. Day Year<br>03 19 87                                        |  |

In case of emergency or spill, immediately call the National Response Center (800) 424-9302 and the N.Y. Department of Transportation (518) 457-7362.

646105

DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE

## HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Form Approved. OMB No. 2050-0039. Expires 9-30-86

Please print or type.

| UNIFORM HAZARDOUS WASTE MANIFEST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 1. Generator's US EPA No.<br>NY D 0 0 6 9 9 3 7 1 1 |  | Manifest Document No.<br>0 1 1 2 0 |  | 2. Page 1 of 1                                                                                                             |  | Information in the shaded areas is not required by Federal Law. |                          |              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------|--|------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------|--------------------------|--------------|--|
| 3. Generator's Name and Mailing Address<br>A.C. Dutton Lumber Co.<br>1 Hoffman St.<br>Poughkeepsie, NY 12601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                     |  |                                    |  | A. State Manifest Document No.<br>NY A 646107 3                                                                            |  |                                                                 |                          |              |  |
| 4. Generator's Phone (914) 454-7000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                     |  |                                    |  | B. Generator's ID<br>SAME                                                                                                  |  |                                                                 |                          |              |  |
| 5. Transporter 1 (Company Name)<br>Osmose Wood Preserving, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                     |  |                                    |  | C. State Transporter's ID<br>00740123                                                                                      |  |                                                                 |                          |              |  |
| 6. US EPA ID Number<br>T N D 0 5 1 1 4 0 4 1 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                     |  |                                    |  | D. Transporter's Phone (901) 357-1703                                                                                      |  |                                                                 |                          |              |  |
| 7. Transporter 2 (Company Name)<br>Earth Industrial Waste Management, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                     |  |                                    |  | E. State Transporter's ID                                                                                                  |  |                                                                 |                          |              |  |
| 8. US EPA ID Number<br>T N D 0 0 0 0 6 1 4 3 2 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                     |  |                                    |  | F. Transporter's Phone (901) 358-5695                                                                                      |  |                                                                 |                          |              |  |
| 9. Designated Facility Name and Site Address<br>Earth Industrial Waste Management, Inc.<br>3536 Fite Rd.<br>Millington TN 38053                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                     |  |                                    |  | G. State Facility's ID                                                                                                     |  |                                                                 |                          |              |  |
| 10. US EPA ID Number<br>T N D 0 0 0 0 6 1 4 3 2 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                     |  |                                    |  | H. Facility's Phone (901) 358-5695                                                                                         |  |                                                                 |                          |              |  |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                     |  |                                    |  | 12. Containers                                                                                                             |  | 13. Total Quantity                                              |                          | 14. Unit     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                     |  |                                    |  | No. Type                                                                                                                   |  | Quantity                                                        |                          | Wt/Vol       |  |
| a. Waste, Arsenical Compound, Solid, N.O.S.,<br>Poison BB UN 1557                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                     |  |                                    |  | 2 1000                                                                                                                     |  | p                                                               |                          | DOO4<br>DOO7 |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| J. Additional Descriptions for Materials Listed Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                     |  |                                    |  | K. Handling Codes for Wastes Listed Above                                                                                  |  |                                                                 |                          |              |  |
| a. As 25 Co.<br>0709-001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                     |  |                                    |  | a. <input checked="" type="checkbox"/> b. <input type="checkbox"/> c. <input type="checkbox"/> d. <input type="checkbox"/> |  |                                                                 |                          |              |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                     |  |                                    |  | b. <input type="checkbox"/> d. <input type="checkbox"/>                                                                    |  |                                                                 |                          |              |  |
| 15. Special Handling Instructions and Additional Information<br>EMERGENCY PHONE: 901-357-1703<br>In case of spill, dike, flush with water, contain, repackage contaminated material in DOT approved containers. Wear full protective clothing.<br><del>ALTERNATE FACILITY. RETURN TO GENERATOR</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects, in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.<br>If I am a large quantity generator, I certify that I have program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| Printed/Typed Name<br>Reginald Ade                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                     |  |                                    |  | Signature<br>[Signature]                                                                                                   |  |                                                                 | Mo. Day Year<br>04 17 87 |              |  |
| 17. Transporter 1 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| Printed/Typed Name<br>Anthony A. Crossno                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                     |  |                                    |  | Signature<br>[Signature]                                                                                                   |  |                                                                 | Mo. Day Year<br>04 27 87 |              |  |
| 18. Transporter 2 (Acknowledgement or Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| Printed/Typed Name<br>John Washburn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                     |  |                                    |  | Signature<br>[Signature]                                                                                                   |  |                                                                 | Mo. Day Year<br>05 41 87 |              |  |
| 19. Discrepancy Indication Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                     |  |                                    |  |                                                                                                                            |  |                                                                 |                          |              |  |
| Printed/Typed Name<br>GILBERT FLEURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                     |  |                                    |  | Signature<br>[Signature]                                                                                                   |  |                                                                 | Mo. Day Year<br>05 04 87 |              |  |

STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE  
**HAZARDOUS WASTE MANIFEST**  
P.O. Box 12820, Albany, New York 12212

Form Approved. OMB No. 2050-0039. Expires 9-30-88

print or type.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------|--|-------------------------------------------------|--|-------------------------------------------|--|-----------------------------------------------------------------|--|
| <b>UNIFORM HAZARDOUS WASTE MANIFEST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 1. Generator's US EPA No.<br>KND000699371101147 |  | Manifest Document No.<br>1                      |  | 2. Page 1 of 1                            |  | Information in the shaded areas is not required by Federal Law. |  |
| 3. Generator's Name and Mailing Address<br>A.C. LUTEN LUMBER CO.<br>1 HOFFMAN STREET<br>POUGHKEEPSIE, NY 12601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                 |  | A. State Manifest Document No.<br>NY A 846111 8 |  | B. Generator's ID<br>SAME                 |  |                                                                 |  |
| 4. Generator's Phone<br>(914) 454-7000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                 |  | C. State Transporter's ID<br>ND 051140416       |  | D. Transporter's Phone<br>901-357-1703    |  |                                                                 |  |
| 5. Transporter 1 (Company Name)<br>OSMOSE WOOD PRESERVING, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                 |  | 8. US EPA ID Number<br>ND 000614321             |  | E. State Transporter's ID<br>901-358-5695 |  |                                                                 |  |
| 7. Transporter 2 (Company Name)<br>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                 |  | 10. US EPA ID Number<br>TND0000614321           |  | F. Transporter's Phone<br>901-358-5695    |  |                                                                 |  |
| 9. Designated Facility Name and Site Address<br>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.<br>3536 FITE ROAD<br>MILLINGTON, TN 38053                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                 |  | G. State Facility's ID<br>TND0000614321         |  | H. Facility's Phone                       |  |                                                                 |  |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                 |  | 12. Containers<br>No. Type                      |  | 13. Total Quantity                        |  | 14. Unit<br>Wt/Vol                                              |  |
| a. WASTE, ARSENICAL COMPOUND, SOLID, N.O.S.,<br>POLSON B UN1557                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                 |  | 2 DM                                            |  | 500                                       |  | P                                                               |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                 |  |                                                 |  |                                           |  | D004<br>D007                                                    |  |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| J. Additional Descriptions for Materials listed Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                 |  | K. Handling Codes for Wastes Listed Above       |  |                                           |  |                                                                 |  |
| a. As2O3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                 |  | a. L                                            |  |                                           |  |                                                                 |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                 |  | b.                                              |  |                                           |  |                                                                 |  |
| 15. Special Handling Instructions and Additional Information<br>IN CASE OF SPILL, DIKE, FLUSH WITH WATER CONTAIN, REPACKAGE CONTAMINATED MATERIAL IN DOT APPROVED CONTAINERS. WEAR FULL PROTECTIVE CLOTHING.<br>ALTERNATE FACILITY: RETURN TO GENERATOR EMERGENCY PHONE: 901-357-1703 EARTH NO.709-001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| Printed/Typed Name<br>Robert Williams                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                 |  | Signature<br>Robert Williams                    |  | Mo. Day Year<br>10/23/87                  |  |                                                                 |  |
| 17. Transporter 1 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| Printed/Typed Name<br>John Washburn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                 |  | Signature<br>John Washburn                      |  | Mo. Day Year<br>10/20/87                  |  |                                                                 |  |
| 18. Transporter 2 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| Printed/Typed Name<br>Gilbert Fleury                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                 |  | Signature<br>Gilbert Fleury                     |  | Mo. Day Year<br>07/68/87                  |  |                                                                 |  |
| 19. Discrepancy Indication Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                 |  |                                                 |  |                                           |  |                                                                 |  |
| Printed/Typed Name<br>Gilbert Fleury                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                 |  | Signature<br>Gilbert Fleury                     |  | Mo. Day Year<br>07/68/87                  |  |                                                                 |  |

DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

100R 3427

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|--|---------------------------|--|-----------------------------------------------------------------|--|
| <b>UNIFORM HAZARDOUS WASTE MANIFEST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 1. Generator's US EPA No.<br>NYD00699371161179 |  | Manifest Document No.                                                                                           |  | 2. Page 1 of 1            |  | Information in the shaded areas is not required by Federal Law. |  |
| 3. Generator's Name and Mailing Address<br>A.C. DUTTON LUMBER COMPANY<br>1 HOFFMAN STREET<br>POUGHKEEPSIE, NY 12601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                |  | A. State Manifest Document No.<br>NY A 646115 4                                                                 |  | B. Generator's ID         |  |                                                                 |  |
| 4. Generator's Phone (901) 454-7000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                |  | C. State Transporter's ID                                                                                       |  | D. Transporter's Phone    |  |                                                                 |  |
| 5. Transporter 1 (Company Name)<br>OSMOSE WOOD PRESERVING, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                |  | 6. US EPA ID Number<br>TND051140416                                                                             |  | E. State Transporter's ID |  |                                                                 |  |
| 7. Transporter 2 (Company Name)<br>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                |  | 8. US EPA ID Number<br>TND000614321                                                                             |  | F. State Transporter's ID |  |                                                                 |  |
| 9. Designated Facility Name and Site Address<br>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.<br>3536 FITE ROAD<br>MILLINGTON, TN 38053                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                |  | 10. US EPA ID Number<br>TND000614321                                                                            |  | G. State Facility's ID    |  |                                                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                |  |                                                                                                                 |  | H. Facility's Phone       |  |                                                                 |  |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                |  | 12. Containers                                                                                                  |  | 13. Total Quantity        |  | 14. Unit                                                        |  |
| a. X WASTE, POISONOUS SOLID, N.O.S., POISON B (ARSENIC ACID CHROMIC ACID, EPA EP TOXICITY) RQ UN2811                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                |  | No. Type                                                                                                        |  | Quantity                  |  | Wt/Vol                                                          |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                |  | 001 DM 00500                                                                                                    |  | P                         |  | Waste No.<br>D004<br>D067                                       |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| J. Additional Descriptions for Materials Listed Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                |  | K. Handling Codes for Wastes Listed Above                                                                       |  |                           |  |                                                                 |  |
| a. As <sub>2</sub> O <sub>3</sub>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                |  | a. <input type="checkbox"/> b. <input type="checkbox"/> c. <input type="checkbox"/> d. <input type="checkbox"/> |  |                           |  |                                                                 |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                |  | b. <input type="checkbox"/> c. <input type="checkbox"/> d. <input type="checkbox"/>                             |  |                           |  |                                                                 |  |
| 15. Special Handling Instructions and Additional Information<br>EMERGENCY PHONE: 901-357-1703<br>IN CASE OF SPILL, DIKE, FLUSH WITH WATER, CONTAIN, REPACKAGE CONTAMINATED MATERIAL IN DOT APPROVED CONTAINERS. WEAR FULL PROTECTIVE CLOTHING.<br>ALTERNATE FACILITY: RETURN TO GENERATOR<br>EARTH NO. 709-001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.<br>If I am a large quantity generator, I certify that I have program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| Printed/Typed Name<br>Roger Simmons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                |  | Signature<br>Roger Simmons                                                                                      |  |                           |  | Mo. Day Year<br>09/10/87                                        |  |
| 17. Transporter 1 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| Printed/Typed Name<br>Arnold E Duke                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                |  | Signature<br>Arnold E Duke                                                                                      |  |                           |  | Mo. Day Year<br>09/10/87                                        |  |
| 18. Transporter 2 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| Printed/Typed Name<br>Randy Clark                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                |  | Signature<br>Randy Clark                                                                                        |  |                           |  | Mo. Day Year<br>09/10/87                                        |  |
| 19. Discrepancy Indication Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                |  |                                                                                                                 |  |                           |  |                                                                 |  |
| Printed/Typed Name<br>GILBERT FLEURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                |  | Signature<br>Gilbert Fleury                                                                                     |  |                           |  | Mo. Day Year<br>09/21/87                                        |  |

STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE  
**HAZARDOUS WASTE MANIFEST**  
P.O. Box 12820, Albany, New York 12212

Form Approved. OMB No. 2050-0039. Expires 9-30-88

Print or type.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------|--|--------------------------------------------------------|--|------------------------|--|-----------------------------------------------------------------|--|
| <b>UNIFORM HAZARDOUS WASTE MANIFEST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 1. Generator's US EPA No.<br>NY D 0 0 6 9 9 3 7 1 1 0 1 1 9 5 |  | Manifest Document No.<br>1                             |  | 2. Page 1 of 1         |  | Information in the shaded areas is not required by Federal Law. |  |
| 3. Generator's Name and Mailing Address<br><b>A.C. DUTTON LUMBER COMPANY<br/>1 HOFFMAN STREET<br/>POUGHKEEPSIE, NY 12601</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 4. Generator's Phone<br><b>(914) 454-7000</b>                 |  | A. State Manifest Document No.<br><b>NY A 646118 1</b> |  | B. Generator's ID No.  |  | C. State Transporter's ID No.                                   |  |
| 5. Transporter 1 (Company Name)<br><b>OSMOSE WOOD PRESERVING, INC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 6. US EPA ID Number<br><b>T N D 0 5 1 1 4 0 4 1 6</b>         |  | D. Transporter's ID No.                                |  | E. Transporter's Phone |  | F. State Transporter's ID No.                                   |  |
| 7. Transporter 2 (Company Name)<br><b>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 8. US EPA ID Number<br><b>T N D 0 0 0 6 1 4 3 2 1</b>         |  | G. Transporter's ID No.                                |  | H. Transporter's Phone |  | I. State Transporter's ID No.                                   |  |
| 9. Designated Facility Name and Site Address<br><b>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.<br/>3450 FITE ROAD<br/>MILLINGTON, TN 38053</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 10. US EPA ID Number<br><b>T N D 0 0 0 6 1 1 4 3 2 1</b>      |  | J. Facility's Phone<br><b>901 358-6695</b>             |  | K. Facility's ID No.   |  | L. State Facility's ID No.                                      |  |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                               |  | 12. Containers                                         |  | 13. Total Quantity     |  | 14. Unit                                                        |  |
| a. <b>WASTE, POISONOUS SOLID, N.O.S., POISON B (ARSENIC ACID, CHROMIC ACID, EPA EP TOXICITY) RQ un2811</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                               |  | No. Type<br><b>11 DIN</b>                              |  | <b>1500 L</b>          |  | <b>P</b>                                                        |  |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| J. Additional Descriptions for Materials Listed Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                               |  | K. Handling Codes for Wastes Listed Above              |  |                        |  |                                                                 |  |
| a.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                               |  | b.                                                     |  |                        |  |                                                                 |  |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                               |  | d.                                                     |  |                        |  |                                                                 |  |
| 15. Special Handling Instructions and Additional Information<br><b>EMERGENCY PHONE: 901-357-1703</b><br><b>IN CASE OF SPILL, DIKE, FLUSH WITH WATER, CONTAIN, REPACKAGE CONTAMINATED MATERIAL IN DOT APPROVED CONTAINERS. WEAR FULL PROTECTIVE CLOTHING.</b><br><b>ALTERNATE FACILITY: RETURN TO GENERATOR EARTH NO. 709-001</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.<br>If I am a large quantity generator, I certify that I have program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| Printed/Typed Name<br><b>Reginald Ade</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                               |  | Signature<br><i>[Signature]</i>                        |  |                        |  | Mo. Day Year<br><b>1 9 9 5 8 7</b>                              |  |
| 17. Transporter 1 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| Printed/Typed Name<br><b>Bobby J. Denton</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                               |  | Signature<br><i>[Signature]</i>                        |  |                        |  | Mo. Day Year<br><b>1 0 1 0 5 8 7</b>                            |  |
| 18. Transporter 2 (Acknowledgement or Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| Printed/Typed Name<br><b>Randy Gbs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                               |  | Signature<br><i>[Signature]</i>                        |  |                        |  | Mo. Day Year<br><b>1 9 1 5 8 7</b>                              |  |
| 19. Discrepancy Indication Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                               |  |                                                        |  |                        |  |                                                                 |  |
| Printed/Typed Name<br><b>GILBERT FLEURY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                               |  | Signature<br><i>[Signature]</i>                        |  |                        |  | Mo. Day Year<br><b>1 0 1 7 8 7</b>                              |  |



DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF SOLID AND HAZARDOUS WASTE

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Form Approved. OMB No. 2050-0039. Expires 9-30-88

Please print or type.

| UNIFORM HAZARDOUS WASTE MANIFEST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | 1. Generator's US EPA No.<br>NYD 01061991371110112013 | Manifest Document No.<br>1                      | 2. Page 1 of 1     | Information in the shaded areas is not required by Federal Law. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------|-------------------------------------------------|--------------------|-----------------------------------------------------------------|
| 3. Generator's Name and Mailing Address<br>A.C. DUTTON LUMBER COMPANY<br>1 HOFFMAN STREET<br>POUGHKEEPSIE, NY 12601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                       | A. State Manifest Document No.<br>NY A 646120 8 |                    |                                                                 |
| 4. Generator's Phone (914) 454-7000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                       | B. Generator's ID                               |                    |                                                                 |
| 5. Transporter 1 (Company Name)<br>OSMOSE WOOD PRESERVING, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                       | C. State Transporter ID<br>0740118              |                    |                                                                 |
| 6. US EPA ID Number<br>TN ID 101511114104116                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                       | D. Transporter's Phone (914) 953-4703           |                    |                                                                 |
| 7. Transporter 2 (Company Name)<br>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                       | E. State Transporter ID<br>0740118              |                    |                                                                 |
| 8. US EPA ID Number<br>TN D000614321                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                       | F. Transporter's Phone (914) 358-5695           |                    |                                                                 |
| 9. Designated Facility Name and Site Address<br>EARTH INDUSTRIAL WASTE MANAGEMENT, INC.<br>3450 FITE ROAD<br>MILLINGTON, TN 38053                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                       | G. State Facility ID<br>0740118                 |                    |                                                                 |
| 10. US EPA ID Number<br>TN D000614321                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                       | H. Facility's Phone<br>901 358-5695             |                    |                                                                 |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                       | 12. Containers<br>No. Type                      | 13. Total Quantity | 14. Unit<br>Wt/Vol                                              |
| WASTE, POISONOUS SOLID, N.O.S., POISON B (ARSENIC ACID, CHROMIC ACID, EPA EP TOXICITY) RQ UN2811                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                       | 1 1                                             | 500                | P                                                               |
| b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                       |                                                 |                    |                                                                 |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                       |                                                 |                    |                                                                 |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                       |                                                 |                    |                                                                 |
| J. Additional Descriptions for Materials listed Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                       | K. Handling Codes for Wastes Listed Above       |                    |                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                       |                                                 |                    |                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                       |                                                 |                    |                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                       |                                                 |                    |                                                                 |
| 15. Special Handling Instructions and Additional Information<br>EMERGENCY PHONE: 901-357-1703<br>IN CASE OF SPILL, DIKE, FLUSH WITH WATER, CONTAIN, REPACKAGE CONTAMINATED MATERIAL IN DOT APPROVED CONTAINERS. WEAR FULL PROTECTIVE CLOTHING.<br>ALTERNATE FACILITY: RETURN TO GENERATOR. EARTH NO. 709-001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                       |                                                 |                    |                                                                 |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.<br>If I am a large quantity generator, I certify that I have program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. |  |                                                       |                                                 |                    |                                                                 |
| Printed/Typed Name<br>Reginald Ade                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                       | Signature<br>[Signature]                        |                    | Mo. Day Year<br>11/01/87                                        |
| 17. Transporter 1 (Acknowledgement of Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                       | Printed/Typed Name<br>PAT NORMAND               |                    | Signature<br>[Signature]                                        |
| 18. Transporter 2 (Acknowledgement or Receipt of Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                       | Printed/Typed Name<br>Randy Glass               |                    | Signature<br>[Signature]                                        |
| 19. Discrepancy Indication Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                       |                                                 |                    |                                                                 |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                       |                                                 |                    |                                                                 |
| Printed/Typed Name<br>GILBERT FLEURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                       | Signature<br>[Signature]                        |                    | Mo. Day Year<br>10/19/87                                        |

**Appendix H**  
**Key To Sanborn Maps**

# KEY

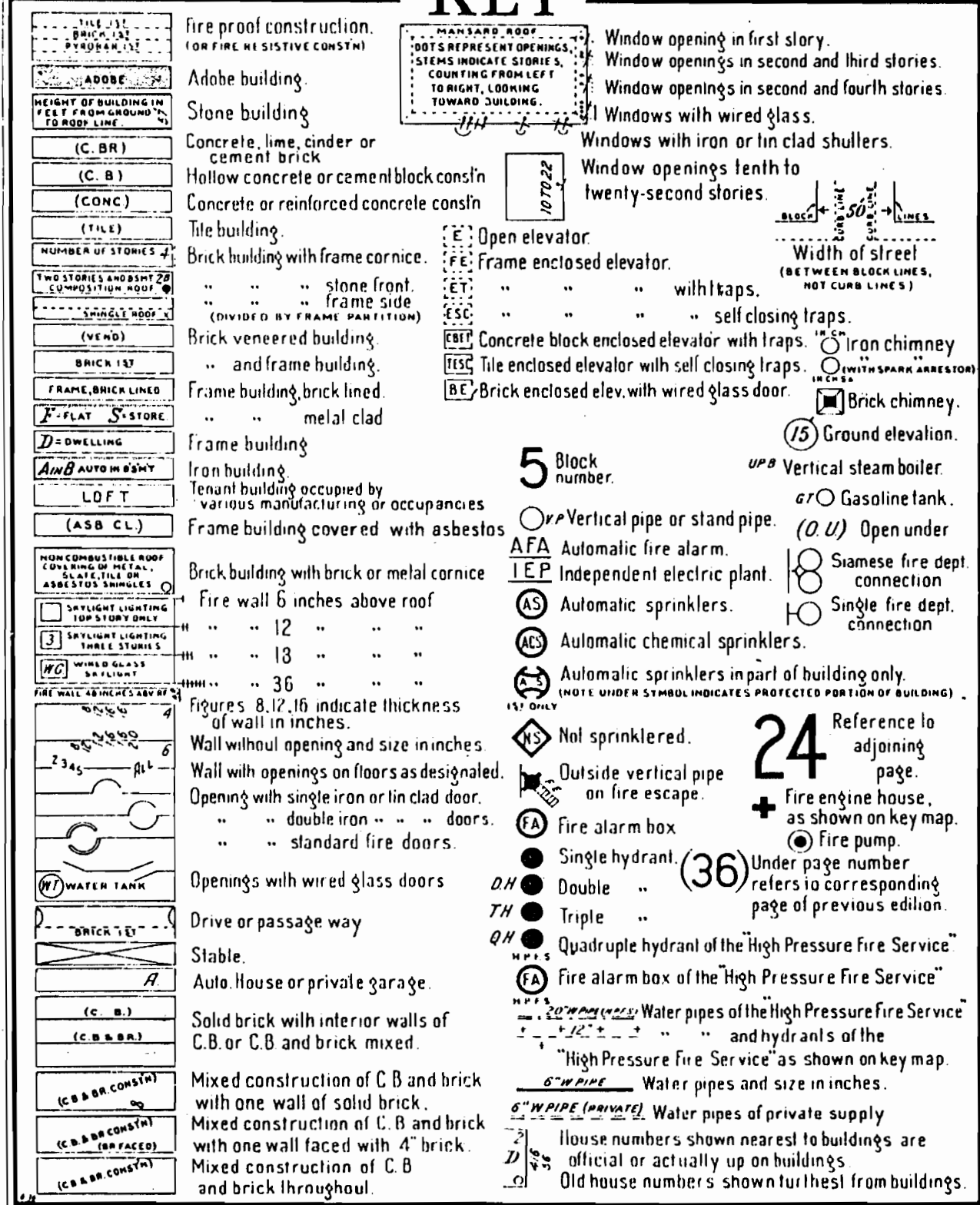


Figure 3 - Key to Features on Sanborn Maps. Atlas sheets are color coded. Buildings colored yellow are frame, red are brick, blue are stone, grey are iron, brown are adobe and green are specials. Reprinted with permission. Sanborn Company, 1960, p. 2.

**Appendix I**  
**Correspondence**

**New York State Department of Environmental Conservation**

21 South Putt Corners Road, New Paltz, NY 12561  
(914) 255-5453



**Henry G. Williams**  
Commissioner

April 9, 1987

Michael A. Marrone  
Operations Manager  
A.C. Dutton Lumber Company  
1 Hoffman Street  
Poughkeepsie, NY 12601

Dear Mr. Marrone:

As discussed in today's meeting (April 7, 1987), A.C. Dutton Lumber Company is being considered for inclusion in the "Registry" of Inactive Hazardous Waste Sites in the New York State with a classification code of 2a. Classification 2a is assigned to the sites for which there is inadequate data to assign them to the five classifications (1 to 5) specified by the law.

A Phase I type investigation is required which includes: record search/data compilation, site history, site topography, hydrogeology and suspected contamination (types and quantities).

Please call me to arrange a meeting for the week of April 20 to discuss whether or not you would be willing to conduct a Phase I investigation. Prior to the meeting, it would be helpful if you submitted a list of questions or issues which you would like to be addressed at the meeting. Thank you.

Sincerely,

Shaminder Singh  
Assistant Sanitary Engineer  
Region 3

SS/di

cc: R. Gardineer/R. Pergadia  
G. Peck  
D. Stone, Milton Chazen ✓

New York State Department of Environmental Conservation

21 South Putt Corners Road  
New Paltz, NY 12561-1696  
(914) 255-5453



Thomas C. Jorling  
Commissioner

August 18, 1987

A. C. Dutton Lumber Corporation  
One Hoffman St.  
Poughkeepsie, NY 12601

Attn: Stephen Myron

New D Corporation  
P. O. Box 3020  
Poughkeepsie, NY 12603

Attn: Arthur Dutton

MILTON CHAZEN ASSOCIATES  
RECEIVED

S/21

Re: Poughkeepsie site; lands now and formerly owned by A. C. Dutton  
Lumber Corporation

Dear Gentlemen:

This letter is to summarize the results of our meeting of August 17 and to formally request that you supply the Department of Environmental Conservation with the information required by Section 27-1307 of the Environmental Conservation Law on the above-referenced site. The information shall be provided in accordance with the "Phase I Investigation: Proposed Scope of Service" dated May 20, 1987, prepared by Milton Chazen Associates. As agreed, the final report of the Phase I Investigation shall be due by October 19, 1987.

Thank you for your cooperation.

Very truly yours,

Gary M. Peck  
Assistant Regional Attorney  
Region 3

GMP/bs

cc: Milton Chazen Associates

Meridian as per Liber 1241 p. 278

Monumented Centerline of

former

New York Central Railroad Co

(Hudson Division)

Now or formerly  
Marist Brothers

Marist Bros  
to  
A.C. Dutton Lumber Corp

Marist Bros  
to  
A.C. Dutton Lumber Corp

Now or formerly Meagher

Now or formerly Meagher

PARCEL - B  
Area = 16.2 Acres

Poughkeepsie Iron Works to  
John E. Townsend to  
Arthur C. Dutton

HUDSON RIVER

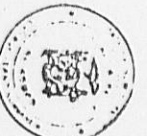
SPECIAL NOTE  
See Sheet No. 1

- NOTES:
1. Attention of this document, except by a Licensed Land Surveyor, is illegal.
  2. All certifications are valid for this map and copies thereof only if said map or copies bear the impressed seal of the surveyor whose signature is on the map.
  3. Underlying easements, improvements or encroachments, if any, are not shown hereon.
  4. Distinct property lines represented former boundaries derived from old maps recorded and unrecorded, and deeds of record.
  5. Maps subject to the provisions of the statute, boundary of this property have not been shown.

SUBDIVISION OF PROPERTY  
(SHEET 2 OF 2)  
PREPARED FOR  
A.C. DUTTON LUMBER CORPORATION  
SITuate in the  
CITY AND TOWN OF Poughkeepsie  
DUTCHESS COUNTY  
NEW YORK  
OCTOBER 26, 1982  
SCALE 1 in = 50 ft

This map is certified only to the first national bank of highland dutchess county industrial development agency manufacturing and traders trust co as trustees commonwealth land title insurance co

BADEY & WATSON  
Land Surveyors  
U.S. Route 9  
Cold Spring, New York 10516  
(914) 263-9277



We hereby certify that the survey shown hereon was completed by us on October 26, 1982, that this map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc. Revised December 31, 1978, January 3, 1981, December 22, 1983, July 9, 1985.

BADEY & WATSON  
LAND SURVEYORS  
by George A. Badley  
NEW YORK STATE LICENSED LAND SURVEYOR  
LICENSE NO. 45885

7354 A

FILED August 26, 1985

7354 A