



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

Is this application to request significant changes to property set forth in an existing Brownfield Cleanup Agreement?

Yes No

If yes, fill in existing BCP project number: _____
Skip to Section IV and follow application instructions below.

PART A (note: application is separated into Parts A and B for DEC review purposes)

August 2015

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #: _____

NAME TRW Automotive U.S. LLC

ADDRESS 12025 Tech Center Drive

CITY/TOWN Livonia, Michigan

ZIP CODE 48150

PHONE 734-855-3195

FAX 734-855-3250

E-MAIL Robert.Bleazard@trw.com

Is the requestor authorized to conduct business in New York State (NYS)?

Yes No

- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the [NYS Department of State's Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to the New York State Department of Environmental Conservation (DEC) with the application, to document that the requestor is authorized to do business in NYS.

Do all individuals that will be certifying documents meet the requirements detailed below? Yes No

- Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of [DER-10: Technical Guidance for Site Investigation and Remediation](#) and Article 145 of New York State Education Law. **Documents that are not properly certified will be not approved under the BCP.**

Section II. Project Description

1. What stage is the project starting at?

Investigation

Remediation

2. If the project is starting at the remediation stage, a Remedial Investigation Report (RIR), Alternatives Analysis, and Remedial Work Plan must be attached (see [DER-10 / Technical Guidance for Site Investigation and Remediation](#) for further guidance).

3. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): Yes No

4. Please attach a short description of the overall development project, including:

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property.

To the extent that existing information/studies/reports are available to the requestor, please attach the following (**please submit the information requested in this section in electronic format only**):

1. Reports: an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903).

2. SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.

Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum	X	X	
Chlorinated Solvents	X	X	X
Other VOCs			
SVOCs	X	X	
Metals	X	X	
Pesticides			
PCBs			
Other*	X	X	

*Please describe: Polychlorinated Naphthalenes

3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:

- **SAMPLE LOCATION**
- **DATE OF SAMPLING EVENT**
- **KEY CONTAMINANTS DETECTED**
- **FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE**
- **FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5**
- **FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX**

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED BY DEC.

4. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Coal Gas Manufacturing | <input checked="" type="checkbox"/> Manufacturing | <input type="checkbox"/> Agricultural Co-op | <input type="checkbox"/> Dry Cleaner |
| <input type="checkbox"/> Salvage Yard | <input type="checkbox"/> Bulk Plant | <input type="checkbox"/> Pipeline | <input type="checkbox"/> Service Station |
| <input type="checkbox"/> Landfill | <input type="checkbox"/> Tannery | <input type="checkbox"/> Electroplating | <input type="checkbox"/> Unknown |

Other: _____

Section IV. Property Information - See Instructions for Further Guidance

PROPOSED SITE NAME Former TRW Union Springs Facility

ADDRESS/LOCATION 107 Salem Street

CITY/TOWN Union Springs, NY ZIP CODE 13160

MUNICIPALITY(IF MORE THAN ONE, LIST ALL):

Village of Union Springs New York

COUNTY Cayuga SITE SIZE (ACRES) 11.83

LATITUDE (degrees/minutes/seconds) 42 ° 30 ' 39.905 " LONGITUDE (degrees/minutes/seconds) 76 ° 41 ' 42.739 "

COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section No.	Block No.	Lot No.	Acreage
See Attachment A page 9				

- 1. Do the proposed site boundaries correspond to tax map metes and bounds? Yes No
If no, please attach a metes and bounds description of the property.
- 2. Is the required property map attached to the application? Yes No
(application will not be processed without map)
- 3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)?
(See [DEC's website](#) for more information) Yes No
If yes, identify census tract : _____
Percentage of property in En-zone (check one): 0-49% 50-99% 100%
- 4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? Yes No
If yes, identify name of properties (and site numbers if available) in related BCP applications: _____
- 5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application? Yes No
- 6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? Yes No
If yes, attach relevant supporting documentation.
- 7. Are there any lands under water? Yes No
If yes, these lands should be clearly delineated on the site map.

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas?
If yes, identify here and attach appropriate information. Yes No

Easement/Right-of-way Holder

Description

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

None

10. Property Description Narrative -- **please refer to application instructions for proper format. Include sections for location, site features, current zoning and land use, past use of the site, site geology and hydrogeology, and environmental assessment.**

Is the Property Description Narrative included, and in the proper format?

Yes No

11. For sites located within the five counties comprising New York City, is the requestor seeking a determination that the site is eligible for tangible property tax credits?
If yes, requestor must answer questions on the supplement at the end of this form. Yes No

If this determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion, using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: RB _____

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance	DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____
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NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE Robert Bleazard

ADDRESS 11202 East Germann Rd

CITY/TOWN Mesa, AZ ZIP CODE 85212

PHONE 480-722-4866	FAX 480-722-4618	E-MAIL Robert.Bleazard@TRW.com
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NAME OF REQUESTOR'S CONSULTANT ERM Consulting & Engineering, Inc.

ADDRESS 5788 Widewater Parkway

CITY/TOWN Dewitt, NY ZIP CODE 13214

PHONE 315-233-3038	FAX 315-445-2543	E-MAIL Rob.Sents@erm.com
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NAME OF REQUESTOR'S ATTORNEY Craig Slater

ADDRESS 26 Mississippi St-Suite 400

CITY/TOWN Buffalo, NY ZIP CODE 14203

PHONE 716-845-6760	FAX 716-845-6764	E-MAIL cslater@claterlaw.com
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Section VI. Current Property Owner/Operator Information – if not a Requestor

CURRENT OWNER'S NAME See Attachment A Page 16-17 OWNERSHIP START DATE:

ADDRESS

CITY/TOWN ZIP CODE

PHONE	FAX	E-MAIL
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CURRENT OPERATOR'S NAME Mackenzie-Childs LTD

ADDRESS 107 Salem Street

CITY/TOWN Union Springs, NY ZIP CODE 13160

PHONE 315-364-7123	FAX	E-MAIL jvail@aurorabrandsllc.com
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IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER.

PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".

Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. Yes No

Section VII. Requestor Eligibility Information (continued)

4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the ECL Article 27; ii) any order or determination; iii) any regulation implementing Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, DEC assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9 (f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Have all known bulk storage tanks on-site been registered with DEC? Yes No

THE REQUESTOR MUST CERTIFY THAT HE/SHE IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL 27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

Previous Owner Current Owner Potential /Future Purchaser Other _____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted**. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached?

Yes No

Note: a purchase contract does not suffice as proof of access.

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. Yes No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305? Yes No
If yes, please provide: Site # _____ Class # _____
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? Yes No
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation. Yes No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____ Yes No
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?
If yes, please provide explanation as an attachment. Yes No

Section IX. Contact List Information

To be considered complete, the application must include the Brownfield Site Contact List in accordance with [DER-23 / Citizen Participation Handbook for Remedial Programs](#). Please attach, at a minimum, the names and addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. The location of a document repository for the project (e.g., local library). In addition, attach a copy of an acknowledgement from the repository indicating that it agrees to act as the document repository for the property.
8. Any community board located in a city with a population of one million or more, if the proposed site is located within such community board's boundaries.

Section X. Land Use Factors

1. What is the current zoning for the site? What uses are allowed by the current zoning?

Residential Commercial Industrial

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

2. Current Use: Residential Commercial Industrial Vacant Recreational (check all that apply)

Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.

3. Reasonably anticipated use Post Remediation: Residential Commercial Industrial (check all that apply) **Attach a statement detailing the specific proposed use.**

If residential, does it qualify as single family housing?

Yes No

4. Do current historical and/or recent development patterns support the proposed use?

Yes No

5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

Yes No

See attached

6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.

Yes No

See attached

XI. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I acknowledge and agree to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____

Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Sr. HS&E Manager (title) of TRW Automotive U.S. LLC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree to execute a BCA within 60 days of the date of DEC's approval letter. I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Date: 8/3/2015

Signature: Robert G. Bleazard

Print Name: Robert G. Bleazard

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF), must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway
 - Albany, NY 12233-7020

FOR DEC USE ONLY

BCP SITE T&A CODE: _____

LEAD OFFICE: _____

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY. Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down or underutilized as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31):	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
<p>From 6 NYCRR 375-3.2(I) as of July 1, 2015: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)</p>	
<p>(I) "Underutilized" means, as of the date of application, real property:</p> <ul style="list-style-type: none"> (1) on which a building or buildings, can be certified by the municipality in which the site is located, to have for at least five years used no more than fifty percent of the permissible floor area under the applicable base zoning immediately prior to the application which has been in effect for at least five years; (2) at which the proposed development is solely for a use other than residential or restricted residential; (3) which could not be developed without substantial government assistance, as certified by the municipality in which the site is located; and (4) which is subject to one or more of the following conditions, as certified by the municipal department responsible for such determinations of the municipality in which the site is located: <ul style="list-style-type: none"> (i) property tax payments have been in arrears for at least five years immediately prior to the application; (ii) contains a building that is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (iii) the proposed use is in whole or in substantial part for industrial uses. <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, or land purchase cost exemption or waiver, from a governmental entity; or for properties to be developed in whole or in part for industrial uses, a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or a tax credit, from a governmental entity, or a low-cost loan from an industrial fund managed by the municipality and partner financial institutions.</p>	

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

3. Is the project an affordable housing project as defined below?

Yes No

From 6 NYCRR 375- 3.2(a) as of July 1, 2015:

(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that sets affordable units aside for tenants at a defined maximum percentage of the area median income.

(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

BCP Application Summary (for DEC use only)

Site Name: Former TRW Union Springs Facility
City: Union Springs, NY

Site Address: 107 Salem Street
County: Cayuga

Zip: 13160

Tax Block & Lot

Section (if applicable): 141.09-1-21 **Block:** 1 **Lot:** 21

Requestor Name: TRW Automotive, U.S. LLC.
City: Livonia, Michigan

Requestor Address: 12025 Tech Center Drive
Zip: 48150 **Email:** Robert.Bleazard@trw.com

Requestor's Representative (for billing purposes)

Name: Robert Bleazard
City: Mesa, Az

Address: 11202 East Germann Rd
Zip: 85142

Email: Robert.Bleazard@trw.com

Requestor's Attorney

Name: Craig Slater
City: Buffalo, NY

Address: 26 Mississippi Street- Suite 400
Zip:

Email: cslater@cslaterlaw.com

Requestor's Consultant

Name: ERM Consulting & Engineering, Inc
City: Dewitt, NY

Address: 5788 Widewaters Parkway
Zip: 13412

Email: Rob.Sents@erm.com

Percentage of site within an En-Zone: 0% <50% 50-99% 100%

Requestor's Requested Status: Volunteer Participant

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION III PROPERTY'S ENVIRONMENTAL HISTORY

Please follow instructions on application form.

SECTION IV PROPERTY INFORMATION

DEC requires an application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate. The application is noticed in the same manner as the original application. DEC will strive to notify the parties of its decision on the application within 5 days after the close of the public comment period. DEC will not unreasonably withhold its consent to such conforming change.

Proposed Site Name

Provide a name for the proposed site. The name could be an owner's name, current or historical operations (i.e. ABC Furniture) or the general location of the property. Consider whether the property is known by DEC by a particular name, and if so, use that name.

Site Address

Provide a street address, city/town, zip code, and each municipality and county in which the site is located. .

Site Size

Provide the approximate acreage of the site.

GIS Information

Provide the latitude and longitude for the approximate center of the property. Show the latitude and longitude in degrees, minutes and seconds.

Tax Parcel Information

Provide the tax parcel address/section/block/lot information and map. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears and clearly indicate the proposed site's location.

1. Tax Map Boundaries

State whether the boundaries of the site correspond to the tax map boundaries. If no, a metes and bounds description of the property must be attached. The site boundary can occupy less than a tax lot or encompass portions of one or more tax lots and may be larger or smaller than the overall redevelopment/reuse project area.

2. Map

Provide a property base map(s) of sufficient detail, clarity and accuracy to show the following: i) map scale, north arrow orientation, date, and location of the property with respect to adjacent streets and roadways; and ii) proposed brownfield property boundary lines, with adjacent property owners clearly identified. A site survey with metes and bounds will be required to establish the site boundaries before the Certificate of Completion can be issued.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION IV (continued)

3. En-zone

Is any part of the property in an En-zone? If so, what percentage? For information on En-zones, please see [DEC's website](#).

4. Multiple applications

Generally, only one application can be submitted, and one BCA executed, for a development project. In limited circumstances, the DEC may consider multiple applications/BCAs for a development project where 1) the development project spans more than 25 acres; 2) the approach does not negatively impact the remedial program, including timing, ability to appropriately address areas of concern, and management of off-site concerns; and 3) the approach is not advanced to increase the value of future tax credits (i.e., circumvent the tax credit caps provided under New York State Tax Law Section 21).

10. Property Description Narrative

Provide a property description in the format provided below. Each section should be no more than one paragraph long.

Location

Example: "The XYZ Site is located in an {urban, suburban, rural} area." {Add reference points if address is unspecific; e.g., "The site is approximately 3.5 miles east of the intersection of County Route 55 and Industrial Road."}

Site Features:

Example: "The main site features include several large abandoned buildings surrounded by former parking areas and roadways. About one quarter of the site area is wooded. Little Creek passes through the northwest corner."

Current Zoning and Land Use: (Ensure the current zoning is identified.)

Example: "The site is currently inactive, and is zoned for commercial use. The surrounding parcels are currently used for a combination of commercial, light industrial, and utility right-of-ways. The nearest residential area is 0.3 miles east on Route 55."

Past Use of the Site: include source(s) of contamination and remedial measures (site characterizations, investigations, Interim Remedial Measures, etc.) completed outside of the current remedial program (e.g., work under a petroleum spill incident).

Example: "Until 1992 the site was used for manufacturing wire and wire products (e.g., conduit, insulators) and warehousing. Prior uses that appear to have led to site contamination include metal plating, machining, disposal in a one-acre landfill north of Building 7, and releases of wastewater into a series of dry wells."

When describing the investigations/actions performed outside of the remedial program, include the major chronological remedial events that lead to the site entering a remedial program. The history should include the first involvement by government to address hazardous waste/petroleum disposal. Do not cite reports. Only include remedial activities which were implemented PRIOR to the BCA. Do not describe sampling information.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION VIII

PROPERTY ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to the following eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that that information be summarized.

1. CERCLA / NPL Listing

Has any portion of the property ever been listed on the National Priorities List (NPL) established under CERCLA? If so, provide relevant information.

2. Registry Listing

Has any portion of the property ever been listed on the New York State Registry of Inactive Hazardous Waste Disposal Sites established under ECL 27-1305? If so, please provide the site number and classification. See the Division of Environmental Remediation (DER) [website](#) for a database of sites with classifications.

3. RCRA Listing

Does the property have a Resource Conservation and Recovery Act (RCRA) TSDF Permit in accordance with the ECL 27-0900 *et seq*? If so, please provide the EPA Identification Number, the date the permit was issued, and its expiration date. Note: for purposes of this application, interim status facilities are not deemed to be subject to a RCRA permit.

4. Registry / RCRA sites owned by volunteers

If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

5. Existing Order

Is the property subject to an order for cleanup under Article 12 of the Navigation Law or Article 17 Title 10 of the ECL? If so, please provide information on an attachment. Note: if the property is subject to a stipulation agreement, relevant information should be provided; however, property will not be deemed ineligible solely on the basis of the stipulation agreement.

6. Enforcement Action Pending

Is the property subject to an enforcement action under Article 27, Titles 7 or 9 of the ECL or subject to any other ongoing state or federal enforcement action related to the contamination which is at or emanating from the property? If so, please provide information on an attachment.

SECTION IX

CONTACT LIST INFORMATION

Provide the names and addresses of the parties on the Site Contact List (SCL) and a letter from the repository acknowledging agreement to act as the document repository for the proposed BCP project.

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SECTION X LAND USE FACTORS

In addition to eligibility information, site history, and environmental data/reports, the application requires information regarding the current, intended and reasonably anticipated future land use.

1. This information consists of responses to the “land use” factors to be considered relative to the “Land Use” section of the BCP application. The information will be used to determine the appropriate land use in conjunction with the investigation data provided, in order to establish eligibility for the site based on the definition of a “brownfield site” pursuant to ECL 27-1405(2).
2. This land use information will be used by DEC, in addition to all other relevant information provided, to determine whether the proposed use is consistent with the currently identified, intended and reasonably anticipated future land use of the site at this stage. Further, this land use finding is subject to information regarding contamination at the site or other information which could result in the need for a change in this determination being borne out during the remedial investigation.

SECTION XI SIGNATURE PAGE

The Requestor must sign the application, or designate a representative who can sign. The requestor’s consultant or attorney cannot sign the application. If there are multiple parties applying, then each must sign a signature page.

DETERMINATION OF A COMPLETE APPLICATION

1. The first step in the application review and approval process is an evaluation to determine if the application is complete. To help ensure that the application is determined complete, requestors should review the list of [common application deficiencies](#) and carefully read these instructions.
2. DEC will notify the Administrator of the New York Environmental Protection and Spill Compensation Fund (Oil Spill Fund) upon receipt of the application to determine if there is an outstanding claim against the party requesting participation. The Administrator of the Oil Spill Fund will notify the requestor and DEC of any outstanding claim within 30 calendar days of receipt of the application.
3. DEC will send a notification to the requestor within 30 calendar days of receiving the application, indicating whether such application is complete or incomplete.
4. An application must include the following information relative to the site identified by the application, necessary for making an eligibility determination, or it will be deemed incomplete. **(Please note:** the application *as a whole* requires more than the information outlined below to be determined complete). The application must include:
 - a. for all sites, an investigation report sufficient to demonstrate the site requires remediation in order to meet the requirements of the program, and that the site is a brownfield site at which contaminants are present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by DEC that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations. Required data includes site drawings requested in Section III, #3 of the BCP application form.

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DETERMINATION OF A COMPLETE APPLICATION (continued)

- b. for those sites described below, documentation relative to the volunteer status of all requestors, as well as information on previous owners or operators that may be considered responsible parties **and** their ability to fund remediation of the site. This documentation is required for:
 - i. real property listed in the registry of inactive hazardous waste disposal sites as a class 2 site, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP; or
 - ii. real property that was a hazardous waste treatment, storage or disposal facility having interim status pursuant to the Resource Conservation and Recovery Act (RCRA) program, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP.
 - c. for sites located within the five counties comprising New York City, in addition to (a) and if applicable (b) above, if the application is seeking a determination that the site is eligible for tangible property tax credits, sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a). If this determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion, except for sites seeking eligibility under the underutilized category.
 - d. for sites previously remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law, relevant documentation of this remediation.
5. If the application is found to be incomplete:
- a. the requestor will be notified via email or phone call regarding minor deficiencies. The requestor must submit information correcting the deficiency to DEC within the 30-day review time frame; or
 - b. the requestor will receive a formal Letter of Incomplete Application (LOI) if an application is substantially deficient, if the information needed to make an eligibility determination identified in #4 above is missing or found to be incomplete, or if a response to a minor deficiency is not received within the 30-day period. The LOI will detail all of the missing information and request submission of the information. If the information is not submitted within 30 days from the date of the LOI, the application will be deemed withdrawn. In this case, the requestor may resubmit the application without prejudice.
6. If the application is determined to be complete, DEC will send a Letter of Complete Application (LOC) that includes the dates of the public comment period. The LOC will:
- a. include an approved public notice to be sent to all parties on the Contact List included with the application;
 - b. provide instructions for publishing the public notice in the newspaper on the date specified in the letter, and instructions for mailing the notice to the Contact List;
 - c. identify the need for a certification of mailing form to be returned to DEC along with proof of publication documentation; and

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DETERMINATION OF A COMPLETE APPLICATION (continued)

- d. specify the deadline for publication of the newspaper notice, which must coincide with, or occur before, the date of publication in the Environmental Notice Bulletin (ENB).
 - i. DEC will send a notice of the application to the ENB. As the ENB is only published on Wednesdays, DEC must submit the notice by the Wednesday before it is to appear in the ENB.
 - ii. The mailing to parties on the Contact List must be completed no later than the Tuesday prior to ENB publication. If the mailings, newspaper notice and ENB notice are not completed within the time-frames established by the LOC, the public comment period on the application will be extended to insure that there will be the required comment period.
 - iii. Marketing literature or brochures are prohibited from being included in mailings to the Contact List.

Attachment A

Section I. Requestor Information

The requestor, TRW Automotive U.S. LLC (TRW), is a wholly owned subsidiary of TRW Automotive Inc., who acquired the automotive business of the former TRW Inc. in 2003. TRW Inc. was the owner and operator of the facility from 1990 to 1997. The facility operated as part of TRW Inc.'s automotive business. TRW Inc.'s rights and liabilities related to the facility were assigned to TRW. TRW is authorized by the New York State (NYS) Department of State to conduct business in NYS. A copy of the NYS Department of State's Corporations & Business Entity information is presented as [Attachment A.1](#).

Requestor Name: TRW

Proposed Site Name: Former TRW Union Springs Facility

Requestor's Representative: Robert Bleazard

Requestor's Mailing Address: 11202 East Germann Rd
Mesa, AZ 85212

Requestor's Phone Number: 480-722-4866

Requestor's Fax Number: 480-722-4618

Requestor's Email Address: Robert.Bleazard@TRW.com

Section II. Project Description:

Previous environmental studies have concluded or demonstrated that the former TRW Union Springs Facility located at 107 Salem Street in the Village of Union Springs, Town of Springport, New York (the Property, the Site) is an excellent candidate for the NYS BCP. The purpose of the BCP Project is to obtain final closure on any remaining data gaps or uncertainties, and design an appropriate and applicable site management strategy. The planned re-use of the Property will remain a mixed commercial/industrial use facility. Applicant and owners interests will be considered and merged to drive potential remedies for commercial/industrial uses. Our BCP Application anticipates a dynamic project that will assess and address environmental conditions for the preferred end use. The presumptive remedial approach, based on our current understanding of environmental conditions of the Property, will consist of a multifaceted remedial strategy (i.e. localized excavation, permeable reactive barriers and treatment cells, bioaugmentation, phytoremediation, and institutional and engineering controls) to mitigate potential risk through the removal and in situ treatment of contaminants; and continued use of institutional controls. Further redevelopment of the Property is not anticipated; however, continued use of the facility for commercial/industrial purposes is likely and the BCP project will establish "shovel ready" conditions for expansion of the facility with the proper institutional and/or engineering controls in place. Once the remaining data gaps are filled, a Remedial Alternatives Analysis will be conducted. The anticipated remedial costs will be determined during the Remedial Alternatives Analysis.

The purpose of this BCP Project is twofold: first to conduct a Remedial Investigation (RI) to appropriately characterize current site environmental conditions and second to develop Remedial Actions to adequately address all conditions of environmental concern identified during the RI. Using the site data and information collected both from previous site studies and as part of the RI, various remedial alternatives will be proposed and evaluated, and a subset will ultimately be selected for implementation. This entire project will be conducted in accordance with the NYSDEC's Division of Environmental Remediation (DER) - 10 – Technical Guidance for Site Investigation and Remediation (May 2010).

Previous investigations of the Property have provided documentation of impacts to the surface and subsurface media (i.e. soil, soil gas, groundwater, sediment and surface water), but data gaps remain that require further evaluation to sufficiently characterize the Property for remedial purposes. The presumptive RI will further characterize the Property areas of concern (AOCs) identified during the previous investigations and will evaluate areas within the BCP boundaries with limited data. Based on the historical uses of the Property and documented characterization results, a draft RI Work Plan has been prepared and submitted with this BCP application. The scope of work outlined in the Draft RI Work Plan will facilitate completion of Property characterization in compliance with BCP requirements.

The Remedial Action Objectives (RAOs) for the Property will be developed based on the contaminant characterization results, exposure pathways, and risk evaluation data. Based on existing knowledge of potential Property issues, the RAOs will likely involve preventing dermal exposure, inhalation, or incidental ingestion of identified contaminants in Site media (i.e. soil, soil gas, groundwater, surface water and/ or sediment) to minimize potential risks to human health and the environment. As part of the development of the RAOs, a determination will be made as to whether Interim Remedial Measures (IRMs) will be necessary to properly manage site conditions.

The presumptive schedule for this BCP Project is as follows:

Phase	Milestone	Milestone Date
1A	Submit completed BCP Application to NYSDEC	8/4/2015
1B	Submit Remedial Investigation (RI) Work Plan	8/14/2015
1C	Signing of Brownfield Cleanup Agreement (BCA)	11/2/2015
1D	Regulatory Approval of RI Work Plan	11/17/2015
1E	Complete RI Site Work	3/31/2016
1F	Submit RI Report including a Remedial Alternatives Analysis Report (AAR)	7/15/2016
1G	Start of 30-Day Public Comment Period on RI Report	7/20/16
1G	Regulatory Approval of RI Report	8/19/2016
2A	Submit Remediation Action Work Plan (RAWP)	10/28/2016
2B	Preliminary NYSDEC Approval of RAWP, Issuance of NYSDEC Draft Decision Document and Fact Sheet, and Start of 45-Day Public Comment Period on AAR/RAWP	11/14/2016
2C	End of Public Comment Period and Issuance of NYSDEC Comments on Draft RAWP	12/12/2016
2D	Regulatory Approval of Final RAWP	12/27/2016
2E	NYSDEC Issues Final Decision Document	1/11/2017
3A	Initiate Remediation Site Work	5/1/2017
3B	Complete Remediation Site Work	12/15/2018
3C	Complete Final Survey	12/31/2018
4A	Submit Draft Environmental Easement (EE)	1/15/2019
4B	Regulatory Approval of Final EE	3/1/2019
4C	File Final EE with Cayuga County	5/1/2019
5A	Submit Draft Site Management Plan (SMP)	5/2/2019
5B	Regulatory Approval of Final SMP	7/2/2019
6A	Submit Final Engineering Report (FER)	7/20/2019
6B	Regulatory Approval of FER/Issuance of Certificate of Completion (COC)	9/18/2019
6C	Issuance of NYSDEC Fact Sheet Providing Notice of COC and Engineering/Institutional Controls to the Brownfield Site Contact List	10/3/2019
6D	Record Notice of COC with Cayuga County	10/18/2019

Phase Legend

- 1 – BCP Agreement and Remedial Investigation
- 2 – Remedial Action Selection and Design
- 3 – Remedial Action Implementation
- 4 – Environmental Easement
- 5 – Site Management Plan
- 6 – Final Engineering Report and Certificate of Completion

Dates are subject to change depending upon seasonal conditions, evaluation of newly collected data and the nature of the selected remedy.

Section III. Property's Environmental History

1. Previous Environmental Reports

Environmental investigations conducted at the Site identified chlorinated volatile organic compound (CVOC) and petroleum hydrocarbon impacted soil. Remedial activities, including excavation and treatment of soil, a dual-phase extraction pilot test, groundwater extraction and treatment, and an *in situ* chemical oxidation (ISCO) program, were conducted to address the identified impacts. A brief summary of investigation and remediation activities conducted at the Site is presented below.

- **1988 – TCE Spill:** A 15-gallon TCE spill was reported on 12 May 1988 by former owner/ operator Wickes Manufacturing Corporation (WMC; NYSDEC Spill Number 88-01317). The NYSDEC spill report is included as Attachment B in the Comprehensive Report: Site Characterization and Remedial Investigation ([Attachment A.2](#) of this BCP Application). A 100 square foot area was excavated to 6-inches below ground surface (bgs), confirmation samples were collected and analyzed, the excavated soil was drummed, and six drums were transported off-site for disposal. The NYSDEC indicated the spill response was adequate and further remediation would be handled by the Division of Remediation.
- **1989 – Former Underground Storage Tanks:** A 15,000 and a 20,000 gallon petroleum fuel oil underground storage tank (UST) were excavated by WMC. The remedial effort is not well documented. According to interviews conducted between O'Brien & Gere (OB&G) and WMC, one of the USTs leaked and an unspecified amount of soil was transported off-site for disposal at Seneca Meadows Landfill in Onondaga County.
- **1993 – Soil Excavation:** OB&G conducted a Site-wide investigation and identified areas with volatile organic compound (VOC) and total petroleum hydrocarbon (TPH) impacted soil (Appendix C of Comprehensive Report: Site Characterization and Remedial Investigation; [Attachment A.2](#)). A Remedial Action Plan was prepared and submitted to the NYSDEC in January 1993 (Appendix D of Comprehensive Report: Site Characterization and Remedial Investigation; [Attachment A.2](#)). Six remedial excavations were completed in the field west of the mill pond berm in the summer of 1993, with an established remedial goal of 5 parts per million (ppm) for VOCs and 1,000 ppm for TPH. Approximately 2,200 cubic yards (CY) of excavated soil was transported off Site for disposal at Lakeview Landfill in Erie, Pennsylvania. The remaining 2,263 CY of excavated soil was treated on-Site with a mechanical volatilization system and returned to the excavations. The Site Closure Report prepared by OB&G is presented as Appendix E in the Comprehensive Report: Site Characterization and Remedial Investigation ([Attachment A.2](#)).

- **1997 – Environmental Investigation:** ERM conducted a subsurface investigation adjacent to the area of the previous remedial activities. The investigation determined that affected soils remained north of the main building and west of the mill pond on the lower portion of the earthen berm.
- **2000 – Berm Shoulder Investigation:** ERM conducted an additional investigation on the lower portion of the earthen berm (aka the Berm Shoulder Area) to define the distribution of VOCs in soil.
- **2002 – Berm Shoulder Additional Investigation:** ERM conducted an additional investigation in the Berm Shoulder Area to further define the distribution of VOCs in soil. In addition, five piezometers were installed to evaluate VOC impacts to groundwater and three recovery wells were installed.
- **1998-2003 – Dual-Phase Extraction Pilot Test:** ERM conducted a dual-phase extraction pilot test along the lower portion of the earthen berm. The recovery well network expanded over time to overcome issues associated with limited radii of influence due to low soil permeability. The pilot test indicated that VOC mass removal was being achieved in both the liquid and vapor phases. The system was operated in a pulsed fashion, but several recovery wells exhibited VOC rebound to concentrations nearing pre-pilot test levels. System efficiency decreased over time due to bacteria and iron fouling of treatment system components, and the system was decommissioned circa 2003-04.
- **2004 – Installation of Groundwater Extraction and Treatment System:** The dual-phase extraction pilot test was terminated and other treatment options were evaluated. To continue treatment of VOC-impacted groundwater, a groundwater extraction and treatment system was designed and installed to replace the dual-phase system. Groundwater recovery wells were used to capture the impacted groundwater, which was then pre-treated in an air sparging tank, followed by bag filters and activated carbon vessels, and discharged to the Village wastewater treatment plant west of the Site.
- **2004 – Interceptor Trench Installation:** To support design of an ISCO pilot study, ERM proposed to conduct a fluorescent dye-trace (FDT) study. The objective of the FDT study was to evaluate ambient groundwater flow conditions, which required shut down of the groundwater extraction system. During this time period, VOC-impacted groundwater periodically discharged to the ground surface west of the earthen berm and north of the former mill building and then drained into the Site's storm water conveyance system. To prevent this from happening, ERM installed a 25-foot long interceptor trench and sub-surface collection system, which ultimately replaced the groundwater recovery wells. This system

remains in operation today and is the subject of routine operation and maintenance activities.

- **2004 – FDT Study:** ERM conducted a FDT study to estimate groundwater flow rates and directions. The study confirmed that groundwater flow rates through the earthen berm are slow. Dyes injected into wells located on the berm did not migrate into monitoring wells located in the Berm Shoulder Area after several months of sampling. Groundwater in the Berm Shoulder Area was shown to flow to the southwest toward the groundwater interceptor trench.
- **2005 – ISCO Pilot Test:** Approximately 9,200 pounds of sodium permanganate were injected through two shallow infiltration trenches resulting in a temporary reduction in CVOC concentrations in nearby monitoring wells. These results were used to design the subsequent ISCO injection program.
- **2007 – Second ISCO Application:** Approximately 4,600 pounds of sodium permanganate were applied to the existing shallow infiltration trenches. CVOC concentrations in groundwater were temporarily reduced, but ultimately rebounded. Results of the ISCO application programs demonstrated the need for additional subsurface characterization at the Site to better define VOC source areas architecture.
- **2011 – Site Evaluation:** A membrane interface probe (MIP) was used to characterize the three-dimensional distribution of CVOCs in soil and groundwater south of Howland Street. Targeted soil samples were collected and analyzed to assist in correlating MIP results with analytical data. Temporary wells were installed at selected MIP locations to assist in correlating MIP results with analytical data, and to enable collection and analysis of groundwater samples to evaluate biogeochemical conditions and CVOC speciation. A limited geotechnical evaluation of the earthen berm was conducted. These characterization activities determined that the area of CVOC impacts was larger than previously understood, which led to the need for further characterization activities.
- **2013 – Data Gap Investigation:** Additional subsurface characterization activities were conducted in 2012 and 2013. The MIP investigation program was expanded to the area north of Howland Street. An FDT program was conducted to evaluate groundwater flow directions and velocities in the overburden aquifer. A vertical groundwater profiling program was conducted utilizing the Waterloo^{APS} technology to evaluate hydrostratigraphy and collect discrete-interval groundwater samples for CVOC and fluorescent dye analyses. Additional monitoring wells were installed, gauged and sampled to further develop the understanding of hydrogeologic conditions and groundwater quality. Porewater samples (i.e., groundwater samples collected from the soil immediately below of

adjacent to a surface water body) were collected in and immediately adjacent to the open portion of the former canal to determine if CVOC-impacted groundwater is discharging to surface water in this area. Slug tests were completed to calculate the hydraulic conductivity of different geologic media. Biotrap samples were collected to evaluate *in situ* microbial populations that are capable of degrading CVOCs. Soil samples were collected and analyzed for polychlorinated naphthalenes (PCNs) to evaluate the potential presence of this contaminant group. The additional data gathered during these characterization activities enhanced the conceptual site model (CSM) by further defining the extent of CVOCs in soil and groundwater, and CVOC fate and transport mechanisms, and by identifying the presence of PCNs in Site soil.

- **2013 – Supplemental Investigation and Strategy for Site Management:** Additional Site characterization activities were conducted to address data gaps and refine the CSM. Additional soil borings were advanced and soil samples were collected to further define the extent of CVOC and PCN impacts to soil. Additional monitoring wells were installed, gauged, sampled and slug tested to further develop an understanding of hydrogeologic conditions and groundwater quality. Additional pore water samples were collected and analyzed to further evaluate the potential for discharge of CVOC-impacted groundwater to surface water. A limited soil gas investigation was conducted north of the main facility building to evaluate the potential for vapor intrusion into the adjacent building. Test pits were excavated to confirm utility locations and evaluate subsurface conditions in selected areas; the soil samples collected from selected test pits were analyzed for PCNs and CVOCs. Additionally, due to the first observation of a blueish-colored fill, a sample of this material was collected and analyzed for target analyte list metals, arsenic and PCNs. A more rigorous geotechnical evaluation of the earthen berm was completed in order to evaluate potential remedial alternatives in this portion of the Site. The data gathered during these characterization activities further defined groundwater flow directions, and the extent of CVOCs and PCNs in soil and groundwater.
- **2014-2015 – Additional Site Characterization:** Additional Site characterization activities were conducted to further address data gaps. Characterization activities included the following; the advancement of three soil borings on the parcel located north of the Site to evaluate the potential for off-Site contaminant migration, soil samples were collected and submitted for analyses of CVOCs, PCNs, metals, grain-size, and total organic carbon (TOC). The soil borings were converted into shallow wells (less than 20 feet bgs) and the wells were developed, gauged, sampled and slug tested to further develop an understanding of hydrogeologic conditions and groundwater quality. Additional pore water samples were collected and analyzed to further evaluate the potential for discharge of CVOC-impacted groundwater to surface water. Sub-slab soil gas and indoor air

samples were collected within the main facility building to evaluate the potential for vapor intrusion into this building. Collocated sediment and surface water samples were collected for laboratory analyses of CVOCs, PCNS, metals, polycyclic aromatic hydrocarbons (PAHs), grain size, TOC, and extracted metals/acid-volatile sulfide to evaluate the potential for impacts to these environmental media. The data gathered during these activities evaluated the hydrologic relationship between groundwater and surface water, further defining the extent of CVOCs and PCNs in soil and groundwater, and by evaluating the potential for CVOC and PCN impacts to surface water and sediments.

The 2015 Comprehensive Site Characterization and Remedial Report prepared by ERM includes all significant environmental reports as appendices, which further detail the Site’s environmental history and provides an in-depth review of our CSM. This report is included as Attachment A.2.

Comprehensive Report: Site Characterization and Remedial Investigation; Former TRW Union Springs Facility; ERM; March, 2015.

2. Sampling Data

The known historical contaminants listed below are based strictly on data from the reports that are included as appendices to the Comprehensive Report: Site Characterization and Remedial Investigation; Former TRW Union Springs Facility; ERM; March, 2015.

Sampling Data: Indicate Known Contaminants and the Media Which Are Known to Have Been Affected. Laboratory Reports Should Be Referenced and Copies Included.			
Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum	X	X	
Chlorinated Solvents	X	X	X
Other VOCs	X	X	
SVOCs	X	X	
Metals	X		
Pesticides			
PCBs	X		
Other*	X	X	
*Please Describe: Polychlorinated Naphthalenes			

3. An extensive amount of data has been generated to characterize the Site and the information is summarized in the following report (Attachment A.2):

Comprehensive Report: Site Characterization and Remedial Investigation; Former TRW Union Springs Facility; ERM; March, 2015.

Figures 1 and 2 were prepared to present groundwater and soil analytical data that exceeded the applicable regulatory standards or guidance values. Figure 3 was prepared to present soil gas and ambient indoor air analytical data; there were no exceedances of New York State Department of Health’s Guidance Values for ambient indoor air. In addition, the following figures from the Comprehensive Report: Site Characterization and Remedial Investigation are included to present the distribution of contamination in various environmental media (a detailed discussion of these data is presented in Attachment A.3):

- Figure 11- Soil Data Summary - CVOCS
- Figure 12- Soil Data Summary - PCNS
- Figure 13- Groundwater Data Summary – CVOCS
- Figure 14- Groundwater Data Summary – PCNS
- Figure 15- Surface Water and Sediment Data Summary - CVOCS
- Figure 16- Surface Water and Sediment Data Summary – PCNS
- Figure 17- Vapor Intrusion Assessment Sampling Locations

Section IV. Property Information

Proposed Site Name: Former TRW Union Springs Facility

Site Address/Acreage:

Name	Parcel No.	Block No.	Lot No.	Acreage
1. N Cayuga St	141.09-1-22.1	1	22.1	0.187
2. N Cayuga St	141.09-1-22.2	1	22.2	0.724
3. 13 Salem St	141.09-1-21	1	21	10.918

Total = 11.83 acres

GIS Information:

The horizontal data outlined below were established using WGS 84.

Parcel No.	Latitude (Degrees/minutes/ seconds)	Longitude (Degrees/minutes/seconds)
141.09-1-22.1	42°50'41.072"N	76°41'39.411"W
141.09-1-22.2	42°50'42.811"N	76°41'39.050"W
141.09-1-21	42°50'39.905"N	76°41'42.739"W

Tax Parcel Information:

The following Property maps are attached in **Attachment A.3:**

Figure 4 – Tax Map Parcels and Land Use

Figure 4A – Former TRW Facility and Adjoining Properties

Figure 5 – Site Location on USGS 7.5 Minute Quadrangle Map

1. Tax Map Boundaries; Metes and Bounds Description

Legal Description of Parcel No. 22.1 (Tax Map No. 141.09-1-22.1)

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 98 in the Town of Springport, Village of Union Springs, County of Cayuga, State of New York, being more particularly bounded and described as follows:

Beginning at a point on the northeasterly corner of Salem Street and the northwesterly corner of the lands of Sarah B. Rejman recorded in Book 1356 Page 241 and marked with an existing iron pin;

thence South 89° 40' 38" West along the north street line a distance of 46.06 feet to a point marked by an iron pin; thence North 00° 19' 14" West a distance of 192.16 feet to a point marked by an iron pin; thence on a non-tangent curve to the right with a radius of 96.46 feet, length of curve 60.80 feet and delta angle of 36° 06' 51" to a point marked by an iron pin; thence South 00° 19' 14" East parallel and 46.06 feet east of the west line of said parcel along the easterly line of the lands of the Village of Union Springs recorded in book 1493 Page 307 a distance of 154.03 feet to the point and place of beginning. Containing 0.187 acres of land more or less.

Legal Description of Parcel No. 22.1 (Tax Map No. 141.09-1-22.2)

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 98 in the Town of Springport, Village of Union Springs, County of Cayuga, State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southwesterly corner of Howland Street and the northeasterly corner of the lands of LPW Development, LLC (LPW) marked with an existing iron pin; said point being South 86° 43' 56" West a distance of 732.61 feet from the intersection of the southerly street line of Howland Street and the easterly street line of North Cayuga Street (NY State Route 90);

thence North 86° 43' 56" East along the south street line of Howland Street a distance of 85.74 feet to a point marked by an iron pin; thence South 00° 19' 14" East parallel and 85.63 feet east of the west line of said parcel a distance of 465.76 feet to a point on the south line of the said Village line and north line of Sarah B. Rejman recorded in Book 1356 Page 214 marked by an iron pin; thence South 89° 40' 38" West along the north line of said Rejman a distance of 39.56 feet to a point marked by an iron pin; thence North 00° 19' 14" West parallel and 39.56 feet west of the east line of said parcel along the easterly line of the lands of the L P W Development, LLC recorded in book 973 Page 339 a distance of 154.03 feet to an iron pin; thence on a non-tangent curve to the left with a radius of 96.46 feet, length of curve of 60.80 feet and delta angle of 36° 06' 51" to a point on the east line of said L P W Development, LLC marked by an iron pin, said point North 00° 19' 14" West a distance of 192.16 feet from a point on the north street line of Salem Street; thence North 00° 19' 14" West a distance of 266.20 along the east line of L P W Development, LLC to the point and place of beginning marked by an iron pin. Containing 0.724 acres of land more or less.

Legal Description of Parcel No. 21 (Tax Map No. 141.09-1-21)

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 98 in the Town of Springport, Village of Union Springs, County of Cayuga, State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southwesterly corner of Howland Street and the northeasterly corner of the lands of LPW marked with an existing iron pin; said point being South 86° 43' 56" West a distance of 732.61 feet from the intersection of the southerly street line of Howland Street and the easterly street line of North Cayuga Street (NY State Route 90);

thence South 00° 19' 14" East a distance of 461.36 feet to a point on the northerly street line of Salem Street marked by an iron pin; thence South 89° 40' 38" West along the northerly street line of Salem Street a distance of 3.50 feet to the northwesterly street line to a point marked by a drill hole in the concrete sidewalk; thence South 04° 02' 41" East along the westerly street line of Salem Street a

distance of 654.68 feet to the intersection of the westerly street line of Salem Street and the northerly street line of Chapel Street to a point marked by an iron pin; thence North 75° 44' 30" West along the northerly street line of Chapel Street a distance of 174.56 feet to a point marked by an iron pipe; thence North 12° 17' 30" East along the lands of Catherine K. Gracon recorded in Book 1165 Page 75 a distance of 118.05 feet to a point marked by an iron pin; Thence North 75° 44' 30" West along the lands of said Gracon distance of 240.00 feet to a point at the northwest corner of said Gracon and the northeast corner of lands of the Village of Union Springs recorded in Book 325 Page 658 marked by an iron pin; thence continuing on the same North 75° 44' 30" West bearing along the lands of said Village distance of 100.62 feet to a point at the southwest corner of said Village lands for a total distance of 340.62 feet marked by an iron pin; thence North 04° 14' 30" West along the easterly lands of said Village distance of 409.36 feet to a point marked by an iron pin; thence North 04° 27' 22" West along the easterly lands of said Village a distance of 188.36 feet to a point near the south bank of the former canal marked by an iron pin; thence South 89° 40' 38" West along the southerly lands of said Village a distance of 188.36 feet to a point in the former canal; thence North 00° 10' 41" West along the easterly lands of said Village a distance of 242.71 feet to a point at the northeast corner of said Village and on the southerly line of lands of James D. and Dolores V. E. Scanlon recorded in Book 988 at Page 235; thence North 86° 43' 56" East along the southerly lands of said Scanlon a distance of 253.23 feet to a point at the southeast corner of said Scanlon and at the southwest corner of lands of Richard and Natalie Onorati recorded in Book 1323 Page 15 marked with an iron pin; thence North 86° 43' 56" East on the same bearing along the southerly lands of said Onorati a distance of 599.21 feet the point and place of beginning. Containing 10.918 acres of land more or less.

2. Map

The following Property map is attached in [Attachment A.3](#):

Figure 4 – BCP Site and Adjoining Properties

7. Land Under Water Map

A property map delineates surface water located within the BCP boundary is presented as [Attachment A.3 Figure 4A](#).

8. Easements

The requestor owned the parcels from 1990 to 1997. The requestor sold the parcels to LPW Development, LLC. in a purchase agreement dated 25 September 1997 and deed dated 15 December 1997, which included an environmental easement to conduct investigation and remediation work ([Attachment A.4](#)).

Subsequently, the Village of Union Springs New York acquired Lot 22.2 in November 2012 ([Attachment A.5](#)). The right of way and restriction of record references the deed and easement agreement between LPW and TRW Inc., dated December 1997. Lot 22.1 (Tax Id: 141.09-1-22.1) which includes subsurface utilities and build access to the facility on Lot 21, was subdivided and remains under LPW ownership. In addition there is a restriction on the deed for any use of the Property resulting in grading, excavating, mining, drilling or other use or development which would disturb soil, subsoil or groundwater except activities approved by TRW and its successors ([Attachment A.4](#)). These institution controls will remain as part of the remedy for the Property.

10. Property Description Narrative

Location:

This Brownfield Cleanup Program (BCP) Property has two street addresses; the main building on the property is identified as 13 and 107 Salem Street, Union Springs, Cayuga County, New York ([Attachment A.4, Figure 5](#)).

Site Features:

The property is referred to as the Former TRW Union Springs property. The BCP boundaries are comprised of three (3) parcels; two correspond to the metes and bounds of the tax map sheets and the third is comprised of a small portion of a parcel described above. Lot 22.2 (Tax Id: 141.09-1-22.2) is a vacant 8.64-acre parcel with a 5.8 acre spring fed pond centered in the lot. The pond is formed by a man-made earthen embankment along the west end of the pond. The upland portion of the lot around the pond is covered in woody vegetation on three sides and grassy vegetation along the eastern side, which is maintained by the Village of Union Springs. The proposed BCP boundary on this parcel encompasses the crest of the earthen embankment along the western end of the pond to the western property line; 0.72 acres. Lot 21 (Tax Id: 141.09-1-21) is a 10.92-acre lot with a 126,500 square foot active building currently used for manufacturing, warehousing and administrative purposes. Approximately one third of the parcel is covered in asphalt, including an employee parking lot to the south and east of the building; a shipping and receiving parking lot to the north of the building; and an access road (i.e. Howland Street) to the north of the building. Topography at and within a half mile of the site is generally flat. There is a man-made canal north of the facility that has been partially backfilled with silty sand and debris; the canal discharges to Cayuga Lake, which is located approximately 300 feet west of the property line. The area is serviced municipal water and sewer. Lot 22.1 (Tax Id: 141.09-1-22.1) is a vacant 0.2-acre parcel that is covered asphalt and vegetation; the lot has the subsurface utilities for the Former TRW facility and is an access road around the east end of the building.

Current Zoning and Land Use:

Land use around the facility consists of residential, commercial, vacant, and recreational land. The Town of Union Springs Wastewater Treatment Facility is located directly west of the Site (Figure 4; Attachment A.3) The BCP Property totals approximately 11.83 acres, bounded by a residential parcel and Chapel St. to the south, Village of Union Springs recreational facilities and the wastewater treatment plant to the west and Cayuga Lake beyond that; Howland Street and residential/residential vacant land abut the Property to the north; and Salem Street and Cayuga Street abut the Property to the east (Figure 4, Attachment A.3). The Property is currently used as commercial/industrial leased space and is zoned for manufacturing and processing (Figure 4, Attachment A.3). The owner's (i.e. LPW) current tenant is MacKenzie-Childs LTD (M-C), who uses the facility for warehousing; shipping and receiving; assemblage and production of home goods, décor and accessories; and associated administrative offices. It is anticipated the building will continue to be used as a leased commercial/ industrial facility. The proposed remedial investigation will further evaluate potential contaminants present at the Site. These data will allow for the development of a holistic Site management strategy that will continue to allow the Property to be used for commercial & industrial operations.

Past and Present Use of the Site:

The Site has had a long industrial history. The Property was developed as a grist mill in the 1830s, which was connected to Cayuga Lake by a canal that transected the northern portion of the Site. Additional industry and commercial buildings were constructed north of the canal including a plaster mill, a saw mill and a cooper shop. There is a 5.8 acre mill pond located east of the facility, which was used to power the former mills. A review of historic maps shows that the former grist mill was the only building present on the Property in 1904. The grist mill remained active until approximately 1932; the Property was subsequently used for the manufacturing of electrical components for the automotive industry. GPC constructed additions to the former stone mill building in stages starting in the 1950s. At some point between 1932 and 1973, a portion of the canal and the field north of the former mill building was filled to construct Howland Street and a parking lot. Since 1997, the newer portions of the facility have been leased to various manufacturing and commercial tenants. The Village of Union Springs, New York (the Village) acquired the eastern parcel of the Site (North Cayuga Street) in November 2012, which includes the mill pond and the earthen berm along the west side of the mill pond. A review of historical information has provided the following list of conditions that have existed within the boundaries of the BCP Property, which present the potential to be sources or suspected sources of contaminants. The facility was used by General Products Corporation (GPC), Gulf & Western, Inc., WMC, and TRW Inc. for the manufacturing of automotive electronic components. Known contaminants associated with these

operations prior to TRW Inc. acquisition of the Site included CVOCs; (i.e. trichloroethere (TCE) and its degradation products cis-1, 2-dichloroethene (cDCE), and vinyl chloride (VC)), polychlorinated naphthalenes (PCNs), copper, lead, and total petroleum hydrocarbons. Industrial chlorinated solvents were reportedly used at the Site in the past. Chlorinated solvent use stopped at the facility prior to TRW Inc.'s acquisition of the property.

LPW acquired the Property from TRW Inc, in 1997, leasing the newer portions of the facility to various manufacturing and commercial tenants. Chemical use by LPW's tenants is not well documented; however, former tenant Finger Lakes Extrusion Corp and TRW have been identified and listed as small quantity generators. TRW's listing is associated with the management of waste associated with the operation of a groundwater treatment system on the property. LPW's current tenant manufactures/ finishes home goods, which involves the use of various epoxies, alcohol-based solvents, and curing and hardening agents.

A review of the historic documents included as attachments to the Comprehensive Report: Site Characterization and Remedial Investigation (ERM; 2015) include two NYSDEC spill reports. The NYSDEC responded to a 15-gallon TCE spill in 1988 and responded a citizen notification in 1989 that TCE had been dumped at the Site 20 years earlier. Results of the 1992 Site Assessment confirmed there had been some disposal activity in the northern portion of the Property prior to TRW Inc.'s acquisition of the facility.

WMC removed two fuel oil tanks from the Site in 1989 prior to TRW Inc. acquisition of the property; there is limited information on the tank removal. There are no other bulk storage tanks at the facility that require registration.

A drum storage area was operated north of the building by prior to TRW Inc.'s acquisition of the facility. A remedial excavation was completed in the drum storage area in 1993 following completion of TRW Inc.'s post-acquisition property assessment.

The 1992 Site Assessment Report stated that TRW Inc, addressed potential operational concerns at the Property by sealing and discontinuing use of floor trenches, drains and pits. The location of these features and closure activities are not well documented.

Site Geology and Hydrogeology:

The Property is located within the Appalachian Plateau, Finger Lakes District physiographic province of New York State. The geology of the area is characterized by unconsolidated glacial and lacustrine deposits underlain by consolidated bedrock. Bedrock deposits in the area have been reported to be Coeymans and Manlius limestone of the Helderberg Group. Regionally, bedrock and overburden have been further modified by post-glacial erosion, deposition, crustal rebound and faulting. Regional topography ranges from approximately 700 feet (ft.) above mean sea level (msl) near the City of Auburn, with generally

decreasing relief toward Cayuga Lake, which has an average lake level of 382 ft. above msl. Topography proximal to the Site is gently sloping with approximately 100 ft. of relief within a 0.5 mile radius of the Site. The vulnerability of groundwater in the vicinity of the Site is low.

There is no known or permitted use of groundwater for human consumption or agricultural purposes, so there is no reasonable likelihood of human exposure from consumption of groundwater from the Property. There are no known potable groundwater wells on the Property. There are current deed restrictions for the property that prohibit the disturbance of subsurface soil and groundwater, and restrict use of groundwater. Groundwater does discharge to surface water (i.e. the former canal on the Property and potentially to the unnamed stream to the north of the Property) in the vicinity of the Property. There are potential exposure risks associated with groundwater discharge that will be further evaluated in the remedial investigation and addressed by the selected remedy.

VI. Current Property Owner/ Operator Information

List of Current Property Owners and Operators:

Owner of Parcels 141.09-1-21 and 141.09-1-22.1:	LPW Development, LLC 18 Garfield Street Auburn, NY 13021 (800) 947-1523 ext. 238
Contact:	Mr. Peter Marshall Peter.Marshall@stottanddavis.com
Ownership Start Date:	15 December 1997

Owner of Parcel 141.09-1-22.2:	The Village of Union Springs, New York 26 Chapel Street Union Springs, NY 13160 315-889-7341
Contact:	Mayor John Wade
Ownership Start Date:	27 November 2012

Operator of Parcel
141.09-1-21:

Mackenzie-Childs LTD
107 Salem Street
Union Springs, Springport, NY 13160

Contact:

John Vail
315-364-7123
jvail@aurorabrandsllc.com

Previous Owners and Operators:

The three parcels that made up the former TRW Union Springs Facility and are within the BCP Boundary were owned and operated as one property until parcel 141.09-1-22.1 subdivided from parcel 141.09-1-22.2 in 2012. The Village of Union Springs acquired parcel 141.09-22.2 in November 2012 and LPW retained ownership of parcels 141.09-1-21 and 141.09-1-22.1.

The Property (i.e. parcels 141.09-1-21, 141.09-1-22.1, and 141.09-1-22.2) has been used for industrial purposes since at least 1835. Manufacturing of automotive electrical components started at the Property in 1932 under GPC. The Property was purchased and operated by Guaranteed Parts Company in 1962, which was part of Gulf & Western, Inc. WMC purchased the Union Springs facility in 1985. In 1989 WMC changed their name to Paramount Communications, Inc.. In, 1994 Viacom Inc. purchased Paramount Communications, Inc. and is the corporate successor to the business that operated the facility between 1985 and 1990. TRW Inc. purchased and operated the plant between 1990 and 1997.

TRW Inc. is unrelated to and is not affiliated with the present owners, but is the beneficiary of an Easement granted by the owner of the Site providing full access for any environmental interests or remedial activity. TRW Inc. retained all environmental liability associated with the property in order to effectuate the sale to the present owner.

Year of Operation and Ownership	Company Name	Last Known Address	Relationship to Applicant
1990-1997	TRW Automotive U.S. LLC (as assignee of TRW Inc.; Owner and operator)	12001 Tech Center Drive Livonia, Michigan 48150 (Phone) 734-855-3322 (Fax) 734-855-3250 Robert Bleazard, HS&E Manager Robert.Bleazard@TRW.com	Applicant
1985-1990	Wickes Manufacturing Company/ Viacom, Inc. (Owner and operator)	Viacom, Inc. 1515 Broadway New York, New York 10036 S.M. Redstone, Chairman Wickes Manufacturing Company 3340 Ocean Park Blvd. Santa Monica, CA 90405 Jamie Birle, Co-chair	None
1962-1985	Gulf & Western, Inc. (Owner and operator)	Unknown	None
1932-1962	General Products Corporation (Owner and operator)	14137 Farmington Road Livonia, Michigan 48154 Phone: 260.668-1475	None
1927-1932	Milan F. Pratt (Owner and operator)	Unknown	None
1911-1927	John Campbell (Owner and operator)	Unknown	None
1894-1911	Clinton Backus (Owner and operator)	Unknown	None
1835-1894	Howland and Robinson (Owner and operator)	Unknown	None

Note: The former owners and operators summarized above owned all three of the current parcels (i.e. 141.09-1-21, 141.09-1-22.1, and 141.09-1-22.2) which made up the former TRW Union Springs Facility. The property was subdivided by the current owner (i.e. LPW) and leased for operations as outlined in Section X on pages 22-23 of this attachment.

VII. Current Property Owner/ Operator Information

11. Historically the facility had registered Petroleum Bulk Storage tanks with capacities in excess of 1,100 gallons and less than 400,000 gallons. These tanks were associated with the facility boiler and were removed in 1988. Currently there are no known bulk storage tanks at the Site requiring registration.

Eligibility for acceptance into the Brownfield Cleanup Program

The Site meets the definition of a “Brownfield site” as set forth in New State Environmental Conservation Law (the ECL). The ECL Section 27-1405(2) defines a “Brownfield site” as “any real property, the development or reuse of which may be complicated by the presence or potential presence of a contaminate where a contaminate is present at levels exceeding soil cleanup objectives (SCO) that are applicable based on the reasonably anticipated use of the property.” As clearly evidenced by the contamination identified in the previous investigations, environmental concerns are associated with the Site and contamination is present at concentrations that exceed Industrial SCO. These confirmed environmental contaminants significantly complicate future redevelopment/reuse of the Site.

The Requestor as a Volunteer

A BCP applicant may either apply as a “Participant” or a “Volunteer”. A “Participant” is an applicant who either was the owner of the Site at the time of the disposal or discharge of contamination; or is otherwise responsible according to the applicable principles of statutory or common law liability, unless such person’s liability arises solely as a result of such person’s ownership or operations of or involvement with the site subsequent to the disposal or discharge (NY ECL 27-1405(1) (a)). This definition is repeated verbatim at 6 NYCRR 375-3.2(b)(1) and is paraphrased in the BCP Program Guide at Section 2.4(1)(A).

A “Volunteer” is an applicant other than a participant, including a person whose liability arises solely as a result of such person’s ownership or operation of or involvement with the site subsequent to the disposal or discharge of the contaminants provided that such person exercises appropriate care with respect to the contaminants (NY ECL 27-1405(1)(b)). This definition is repeated verbatim at 6 NYCRR 375-3.2(b)(2) and is paraphrased in the BCP Program Guidance at Section 2.4(1)(B).

Since the Applicant is not the present owner of the Site and was not responsible for the disposal or discharge of contamination at the Site, it is entitled to Volunteer status under NY ECL27-1405(1)(b). To be more specific, TRW Inc. has had no ownership interest in any of the predecessors, i.e. title including but not limited to the period of the time of when disposal and/ or discharge occurred at the Site. Based on the forgoing and as further set forth in the BCP application, the Site meets the Site eligibility requirements. As such, the Site qualifies as a Brownfield Site eligible for the participation in the BCP, with the Applicant as a Volunteer, because:

- A. There is confirmation of contamination on the Site;
- B. The contamination is complicating the redevelopment and reuse of the Site

Site Access

The requestor owned the parcels in question from 1990 to 1997. The requestor sold the property (made up of all three parcels within the BCP Boundary) to LPW in a purchase agreement, dated 25 September 1997, and deed, dated 15 December 1997, which included an environmental easement to conduct investigation and remediation work (Attachment A.4). Subsequently, the Village of Union Springs, New York acquired Lot 22.2 (Tax Id: 141.09-1-22.2) in November 2012 (Attachment A.5). The right of way and restriction of record references the deed and easement agreement between LPW and TRW Inc., dated December 1997. Lot 22.1 (Tax Id: 141.09-1-22.1), which includes subsurface utilities and access to the facility on Lot 21 (Tax Id: 141.09-1-21), was subdivided and remains under LPW ownership. TRW has been conducting investigations and remedial work on these parcels under these environmental easements, which are part of the formal property record filed in the Cayuga County Clerk's Office, since the sale of the property in 1997.

IX. Contact List Information

1. Chief Executive Officer

County of Cayuga: Michael Chapman
County Office Building, 6th Floor
160 Genesee Street
Auburn NY, 13021

Town of Springport: David Schenck, Town Supervisor
1185 Great Gully Road
Union Springs, NY

Village of Union Springs: Mayor John Wade
Village Offices
26 Chapel Street
Union Springs, NY 13160

Planning Board Chair

County of Cayuga: Paul Pinckney
Cayuga County Department of Planning and
Economic Development
Cayuga County Office Building
160 Genesee Street, 5th Floor
Auburn, New York 13021

Town of Springport: Henry Wilde
 1309 Number 1 Road
 Union Springs, NY 13160

Village of Union Springs: Sidney Wolff
 Village Offices
 26 Chapel Street
 Union Springs, NY 13160

2. Adjoining property owners, residents and occupants' contact information is summarized in Figure 4 (Attachment A.3) and in a tabular format (Attachment A.6).

3. Local media providers relied up on by the community of Union Springs, New York are summarized in a table below.

Local News Media		
WAUB FM 98.1/ AM 1590	5998 Experimental Rd.	Auburn, NY 13021
WGVA- FM 96.1/ AM 1240	3568 Lenox Rd	Geneva, NY 14456
Fingerlakesnews.com	5998 Experimental Rd.	Auburn, NY 13021
The Finger Lakes Times	218 Genesee St.	Geneva, New York 14456
The Citizen	25 Dill St.	Auburn, NY 13021

4. Village of Union Spring Superintendent of Public Works: Robert J. Kneaskern, Jr.
 Village Offices
 26 Chapel Street
 Union Springs, NY 13160

5. Union Spring Central School Superintendent: Jarett S. Powers.
 Union Spring Central School
 239 Cayuga Street
 Union Springs, NY 13160

6. A copy of the acknowledgement letter approving the use of the library as a repository for this property is attached as **A.7**. The address for the library is provided below.

Springport Public Library: Carla Piperno-Jones, Librarian
 171 Cayuga St. (P.O. Box 501)
 Union Springs, NY 13160

X. Land Use Factors

1. Current Zoning and Current Use

The Former TRW Union Springs facility remains one of the largest active commercial/ industrial properties within the Village of Union Springs. The areas in the vicinity of the BCP Property include residential, commercial, and vacant land, along with recreational facilities and the Village of Union Springs wastewater treatment plant. Commercial land use is occurring in the vicinity of the BCP Property, including the Shurfine Supermarket Shopping Plaza, Cayuga Lake National Bank, and Monroe Motor Products. The closest public school, Union Springs Central School, is located on Cayuga Street between McDonald Point Road and Howland Street, approximately 0.30 miles from the BCP Property. St. Michaels Church is located on Schobey Street, approximately 0.25 miles from the Property. The Trinity United Church of Christ is located at the corner of Chapel Street and Cayuga Street, approximately 0.15 miles from the Property.

2. The three parcels that made up the former TRW Union Springs Facility and are within the BCP Boundary were owned and operated as one property until parcel 141.09-1-22.1 was subdivided from parcel 141.09-1-22.2 in 2012. The Village of Union Springs acquired parcel 141.09-22.2 in November 2012 and LPW retained ownership of parcels 141.09-1-21 and 141.09-1-22.1.

Parcel 141.09-1-21

This parcel is 10.918 acres and contains the former TRW Union Springs Facility buildings, currently owned by LPW and operated by M-C. LPW acquired the property from TRW in 1997 and since then has leased the newer portions of the facility to various manufacturing and commercial tenants. The current tenant, M-C, uses the facility for warehousing; shipping and receiving; assemblage and production of home goods, décor and accessories; and associated administrative offices. The assemblage and production includes air brushing and hand painting, which uses various epoxy resins, paints and solvents (e.g. acetone). TRW has been the sole tenant of the former mill building during this time, and currently operates a groundwater collection and treatment system in this building. The interceptor trench for the groundwater recovery system is located within this parcel. This parcel includes the AOCs identified as the South Field AOC, North Field AOC and Former Canal AOC in the Comprehensive Report: Site Characterization and Remedial Investigation for the Former TRW Union Springs Facility prepared by ERM in March, 2015. Subsurface utilities on the parcel include two electric lines, two natural gas lines, two sanitary sewer lines, one storm sewer line discharging to the former canal (Outfall 1), and one building outfall, also discharging to the former canal (Outfall 2).

Parcel 141.09-1-22.1

This parcel is 0.19 acres in size and is located between parcels 141.09-1-22.2 and 141.09-1-22.1. This parcel was subdivided from parcel 141.09-1-22.2 prior to The Village of Union Springs New York's acquisition of the parcel in November of 2012. The property is owned by LPW and is currently a vacant lot without operations. There are subsurface electrical, natural gas, and sanitary sewer lines present on this parcel. The parcel allows driving access around the building located on parcel 141-09-1-21.

Parcel 141.09-1-22.2

Parcel 141.09-1-22.2 is a vacant lot that contains the former Mill Pond. Approximately 0.72 acres of this parcel are within the proposed BCP boundary. The Village of Union Springs New York has owned the parcel since November 2012. There are currently no operations on this parcel, and it contains one buried electric line and one buried sewer line that cross the southwest and northwest corners of the parcel, respectively. This parcel includes the AOC identified as the Berm AOC in the Comprehensive Report: Site Characterization and Remedial Investigation for the Former TRW Union Springs Facility prepared by ERM in March, 2015.

3. Reasonably Anticipated use Post Remediation

The proposed use of the BCP Property is anticipated to be consistent with current industrial and commercial activities. Development could entail uses consistent with current zoning and land use. Current infrastructure of roads, sewer, water and other utilities are available, and amenable to reuse and redevelopment. Existing infrastructure capacity is available to continue to support the current and future commercial/industrial use of the Property.

4. Proposed Use and Development Patterns

According to the Village of Union Springs Comprehensive Plan, dated February 20, 2007, manufacturing jobs account for 21.5% of the jobs by industry type in the Village of Union Springs and 18.6% of jobs in the county. The continued use of the Property for commercial/ industrial purposes is consistent with historic use and is anticipated to continue to support regional manufacturing, transportation and warehousing occupations.

5. Proposed Use and Consistency with Zoning Laws and Maps

The proposed use is consistent with applicable zoning laws/maps. Lot 21 (i.e. Parcel Id: 141.09-1-2113) is zoned for manufacturing and processing activities.

Lot 22.1 and 22.2 (Parcel Id: 141.09-1-22.1 and 141.09-1-22.2, respectfully) is zoned as vacant land located in a commercial area (Figure 4, Attachment A.3).

6. Proposed Use and Consistency with Community Plans

The proposed reuse is consistent with the current use of the Property as commercial/ industrial and the land use stated in The Village of Union Springs' Comprehensive Plan, dated February 20, 2007. The Comprehensive Plan states that "the current trend is moving more towards large commercial operations rather than industrial, it is unlikely that the Village of Union Springs will see a large industrial business within its borders in the future." The Village of Union Springs is not confident the Property will be used for industrial purposes in the future; however, it is zoned for manufacturing and processing activity and could be well suited for industrial tenant and/or owner. There are no environmental justice concerns based on current knowledge of environmental conditions at the Site. The location and localized impacts will not have widespread environmental or economic impacts. The proposed plan supports the growth patterns of the area.

Environmental
Resources
Management

5788 Widewaters Parkway,
Dewitt, NY 13214
(315) 445-2554
(315) 445-2543 (fax)

<http://www.erm.com>



11 September 2015

Mr. Peter Marshall
LPW Development LLC
15 Garfield Street
PO Box 9
Auburn, New York 13021

Re: Access Agreement/ Acknowledgement of Easement Agreement for
Property Access
Former TRW Inc. Facility
107 Salem Street, Union Springs, New York 13160

Mr. Marshall:

We write you on behalf of TRW Automotive U.S. LLC (TRW), the successor in interest to TRW Inc., who was the former owner of the referenced property. ERM has been conducting environmental services on behalf of TRW at the property under the Easement Agreement, which was incorporated in the Agreement of Purchase and Sale between TRW Inc. and LPW Development LLC, dated 15 December 1997, and recorded on 18 December 1997.

As you are aware, TRW applied to the New York State Department of Conservation's Brownfield Cleanup Program (BCP); once accepted into the BCP, TRW will be committed to continue the characterization of the nature of environmental conditions on the referenced property. The data collected will be used to select one or more remedial alternatives to address or manage identified contamination, the activities for which shall be completed with the oversight and approval of DEC. Investigations and remedial efforts at the property have been and will continue to be completed under the easement agreement, dated 15 December 1997.

For the purposes of supporting TRW's BCP Application, please sign below to acknowledge that you have, will, and will continue to grant access to TRW, TRW's successors and/or its contractors or authorized agents to parcels 141.09-1-21 and 141.09-1-22.1 to complete the investigation and remedial activities necessary to implement the BCP.

As required by the easement agreement, notification will be provided in writing prior to initiating significant site activities. If you have questions please contact me at Rob.Sents@erm.com or 315-233-3038.

Respectfully,

A handwritten signature in cursive script that reads "Robert Sents".

Robert Sents- Project Manager

Mr. Peter Marshall
BCP Site ID: C706019
11 September 2015
Page 2

Environmental
Resources
Management

Acknowledgement of Easement Agreement to Conduct Environmental Services at:

107 Salem Street, Union Springs, New York 13160
Tax Map Parcels 141.09-1-21 and 141.09-1-22.1
BCP Site ID: C706019

Property Owner's Authorization Adgent:

 Signature	<u>Lawrence P. Ellis, III</u> Printed Name
<u>Member</u> Title	<u>9-22-15</u> Date

**Environmental
Resources
Management**

14 September 2015

Mr. Chad Hayden
Village of Union Springs
P.O. Box 99
Union Springs, New York 13160

5788 Widewaters Parkway,
Dewitt, NY 13214
(315) 445-2554
(315) 445-2543 (fax)

<http://www.erm.com>

Re: Access Agreement/Acknowledgement of Easement Agreement for
Property Access
Former TRW Inc. Facility
107 Salem Street, Union Springs, New York 13160



Mr. Hayden:

We write you on behalf of TRW Automotive U.S. LLC. (TRW), the successor in interest to TRW Inc., who was the former owner of the referenced property. ERM has been conducting environmental services on behalf of TRW at the property under the Easement Agreement, which was incorporated in the Agreement of Purchase and Sale between TRW Inc. and LPW Development, LLC. (LPW), dated 15 September 1997 and recorded on 18 December 1997. This easement, rights of way and restriction of the record were transferred to the Village of Union Springs (the "Village") in their acquisition of the parcel (141.09-1-22.2) generally referred to as the Mill Pond of Union Springs, New York, in the sales agreement between LPW and the Village, dated 2 November 2012 and recorded on 27 November 2012.

TRW applied to the New York State Department of Conservation's Brownfield Cleanup Program (BCP); once accepted into the BCP, TRW will be committed to continue the characterization of the nature of environmental conditions on the referenced property. The data collected will be used to select one or more remedial alternatives to address or manage identified contamination, the activities for which shall be completed with the oversight and approval of DEC.


Investigations and remedial efforts at the property have been and will continue to be completed under the easement agreement, dated 15 December 1997 and the rights of way and restriction of the record in the sales agreement between LPW and the Village, dated 2 November 2012. For the purposes of supporting TRW's BCP Application, please sign below to acknowledge that you have, will, and will continue to grant access to for TRW, TRW's successors and/or its contractors or authorized agents to parcel 141.09-1-22.2 to complete the investigation and remedial activities necessary to implement the BCP.

Mr. Chad Hayden
Notice Under the Easement Agreement
14 September 2015
Page 2

Environmental
Resources
Management

If you have questions please contact me at Rob.Sents@erm.com or 315-233-3038.

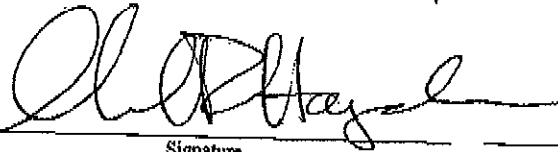
Respectfully,



Robert Sents
Project Manager

Acknowledgement of Easement Agreement to Conduct Environmental Services at:
107 Salem Street, Union Springs, New York 13160
Tax Map Parcel 141.09-1-22.2
BCP Site ID: C706019

Property Owner's Authorization Agent: *Per Village Board Meeting 9/16/15*



Signature

Printed Name

Chad R. Hayden, Esq.
Village Attorney, Village of Union Springs NY
8569 State Route 80 North
Cayuga, New York 13034

Sept 18, 2015

Date

Attachment A.1
New York State Business Entity

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 6, 2015.

Selected Entity Name: TRW AUTOMOTIVE U.S. LLC

Selected Entity Status Information

Current Entity Name: TRW AUTOMOTIVE U.S. LLC

DOS ID #: 2871816

Initial DOS Filing Date: FEBRUARY 19, 2003

County: CAYUGA

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

C/O CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NEW YORK, 12207-2543

Registered Agent

CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NEW YORK, 12207-2543

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address

(es) of the original members, however this information is not recorded and only available by [viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 19, 2003	Actual	TRW AUTOMOTIVE U.S. LLC

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

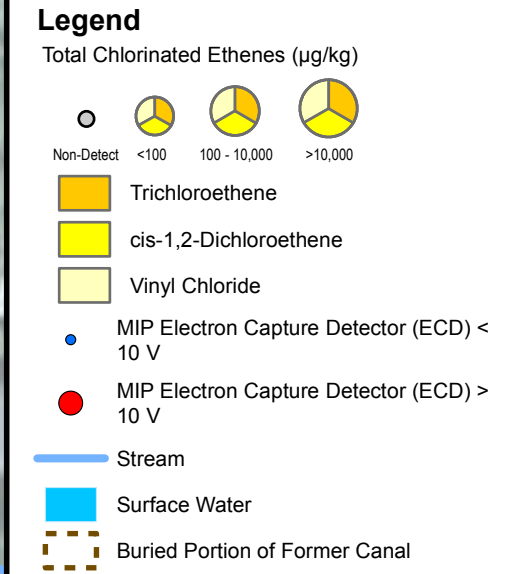
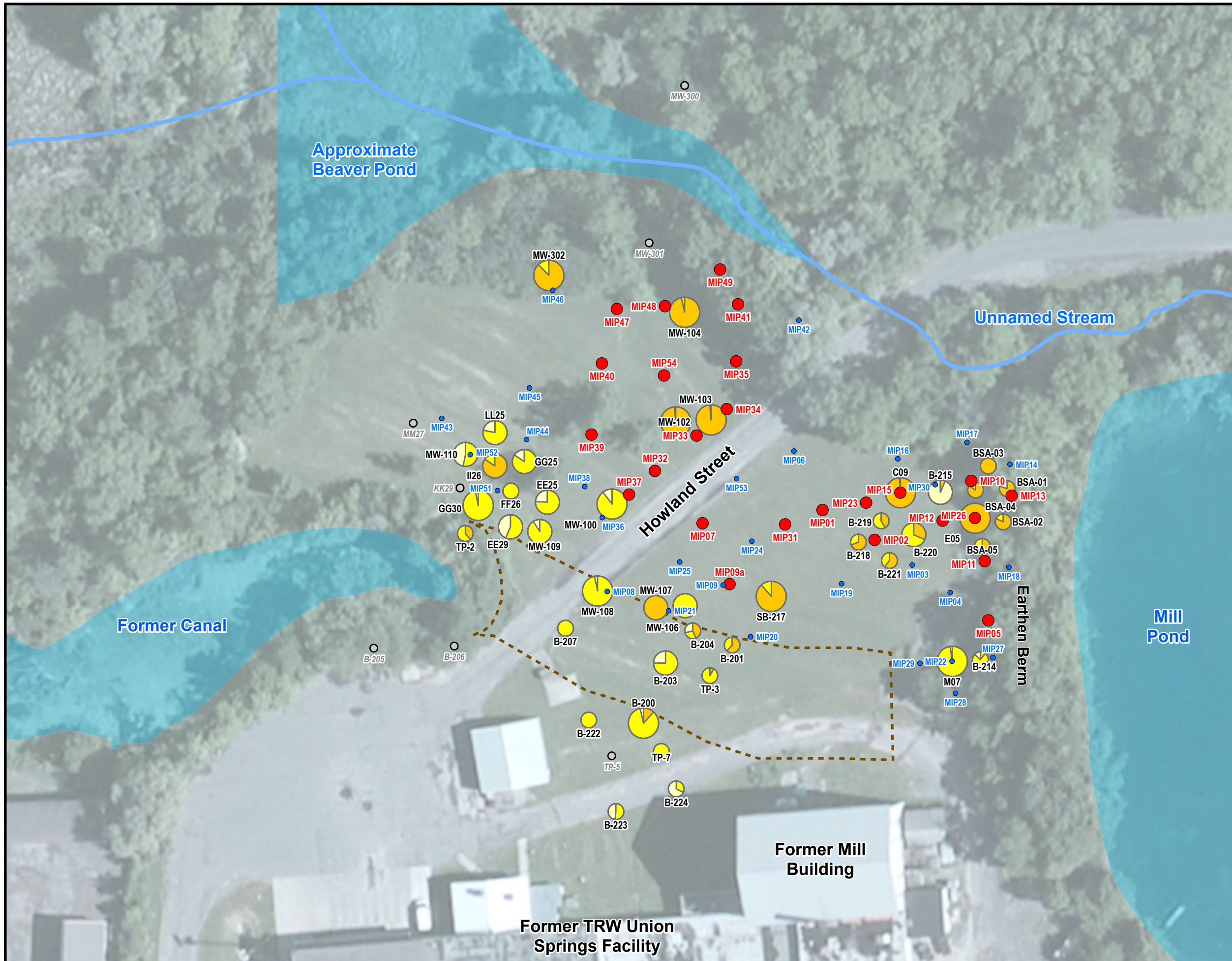
NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

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[Homepage](#) | [Contact Us](#)

Attachment A.2
Comprehensive Report:
Site Characterization and Remedial Investigation

Attachment A.3
Figures 11-17 from Comprehensive Report:
Site Characterization and Remedial Investigation



- NOTES:**
- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
 - 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
 - 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
 - 4 - Approximate boundary of former canal based on normal high water conditions

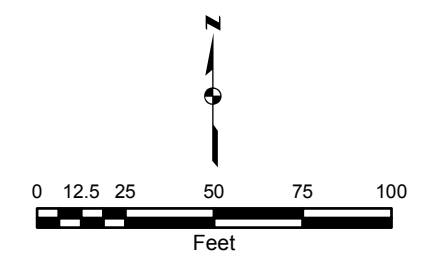
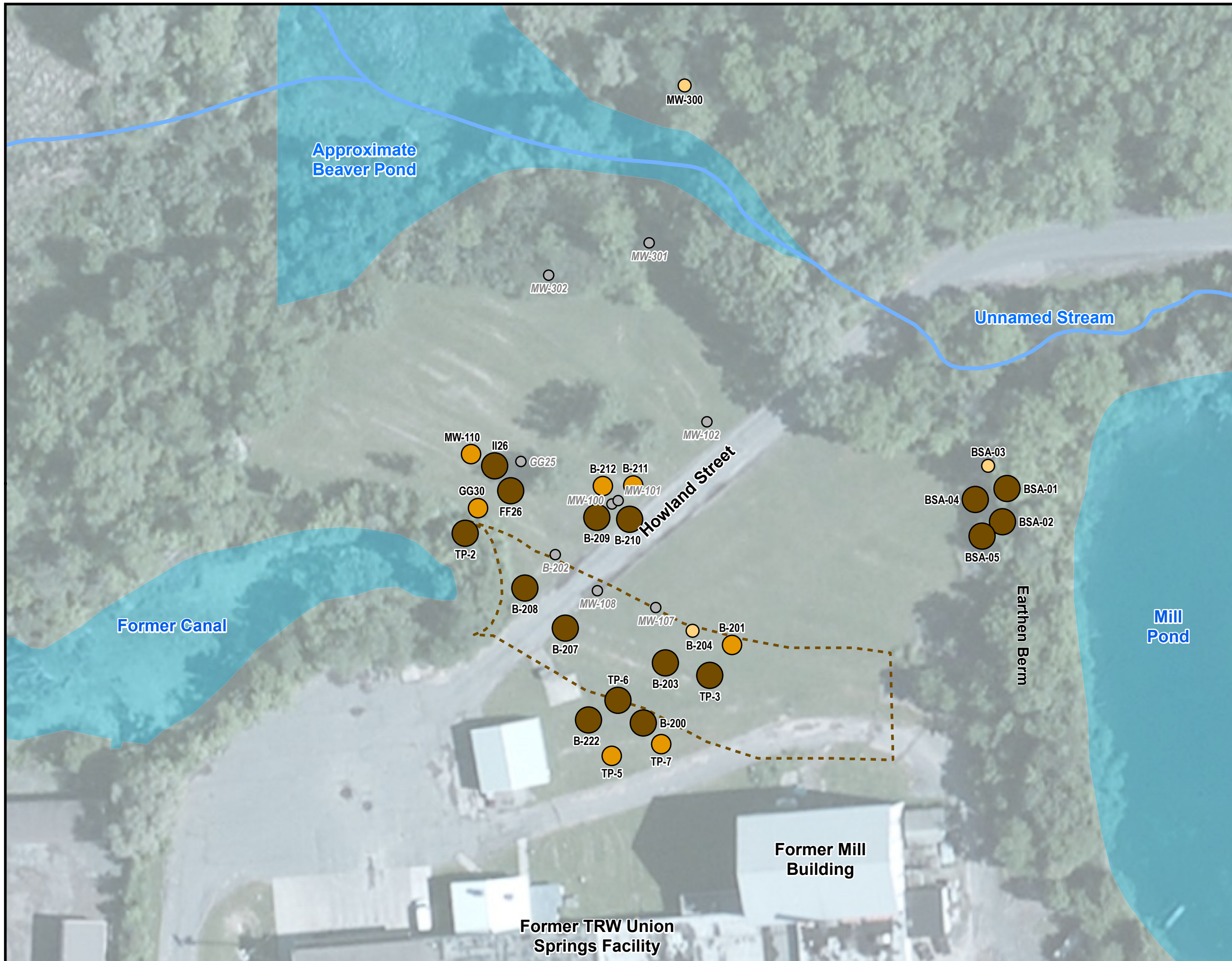


Figure 11: Soil Data Summary - CVOCs
Former TRW Facility
Union Springs, New York





Legend

Total Polychlorinated Naphthalenes (µg/kg)

- Non-Detect
- <100
- 100 - 10,000
- >10,000
- Stream
- Surface Water
- - - Buried Portion of Former Canal

NOTES:

- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
- 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
- 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
- 4 - Approximate boundary of former canal based on normal high water conditions

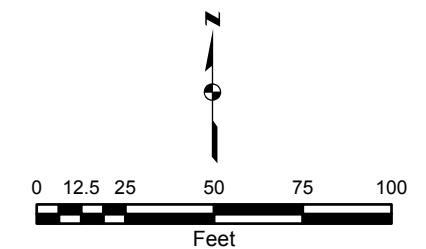
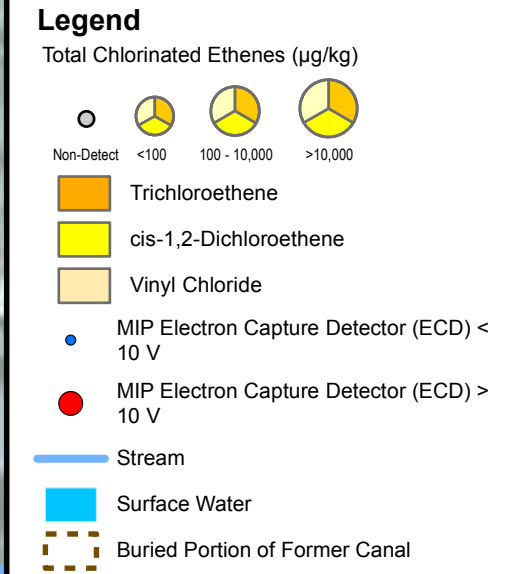
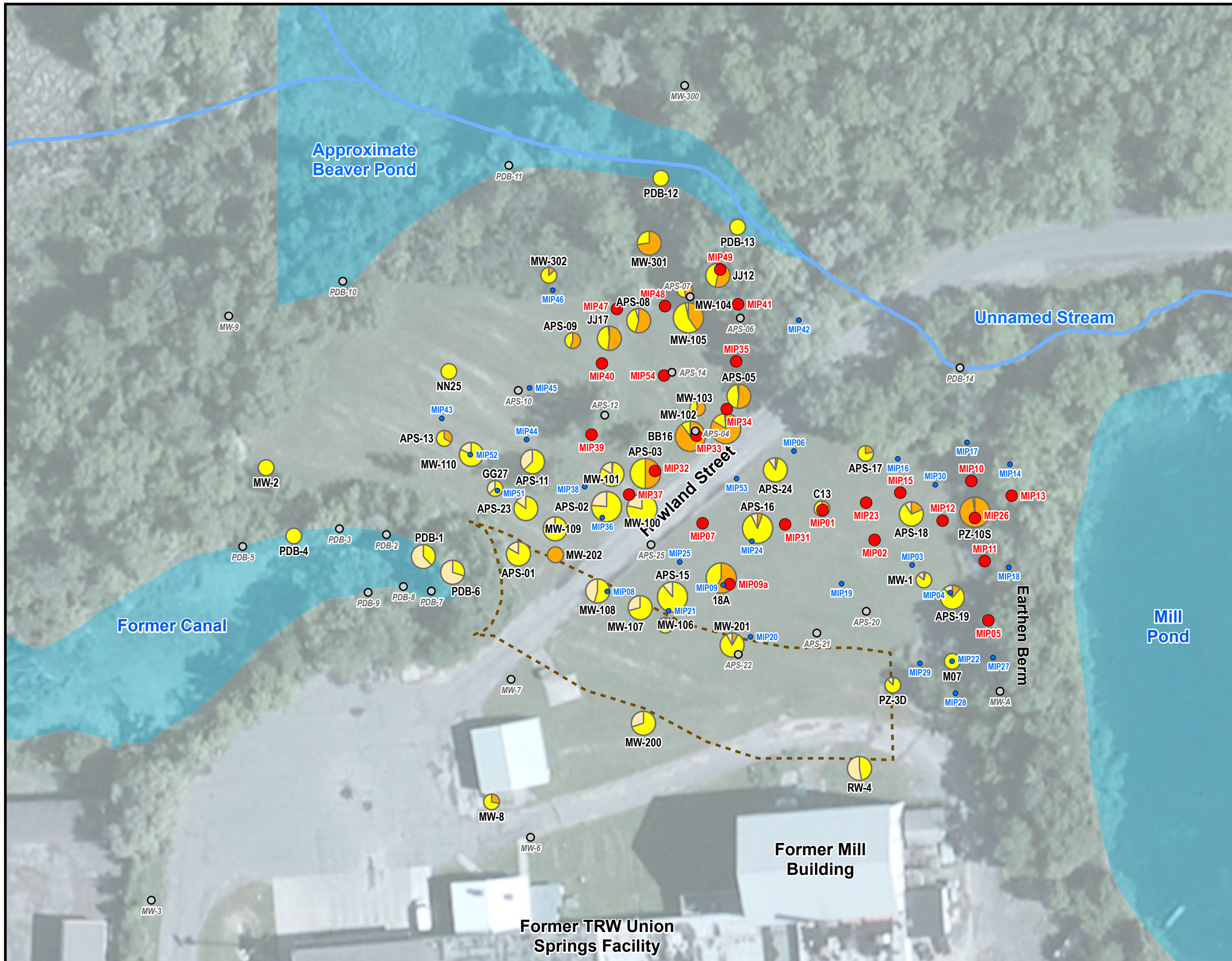


Figure 12: Soil Data Summary - PCNs
Former TRW Facility
Union Springs, New York





- NOTES:**
- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
 - 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
 - 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
 - 4 - Approximate boundary of former canal based on normal high water conditions

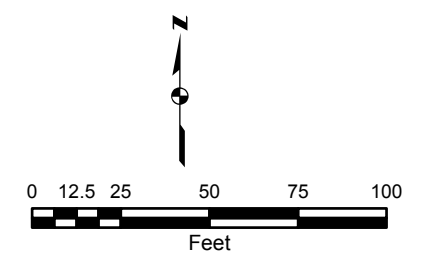
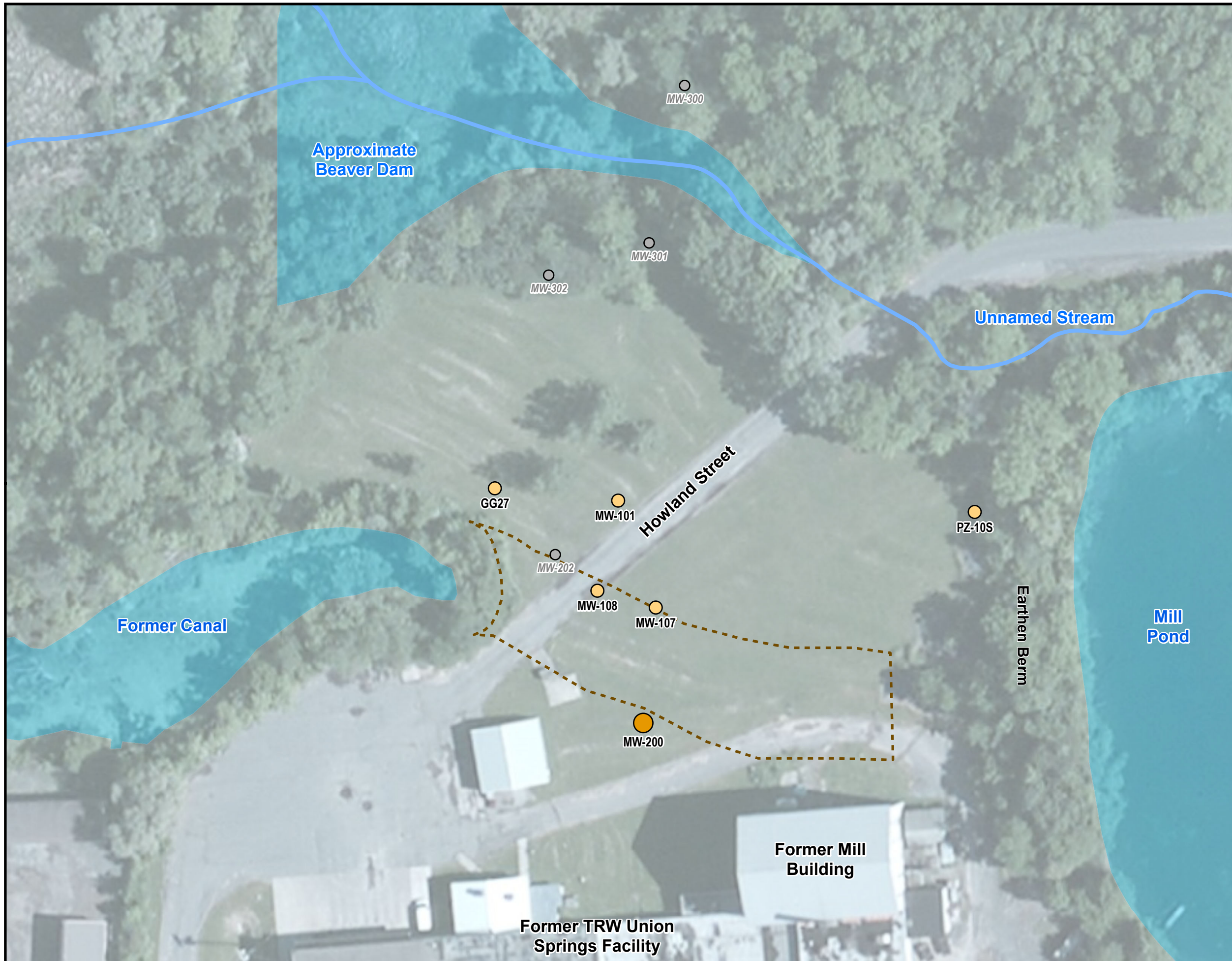


Figure 13: Groundwater Data Summary - CVOCs
Former TRW Facility
Union Springs, New York





Legend

Total Polychlorinated Naphthalenes (mg/kg)

- Non-Detect
- <100
- 100 - 10,000
- >10,000
- Stream
- Surface Water
- - - Buried Portion of Former Canal

NOTES:

- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
- 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
- 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
- 4 - Approximate boundary of former canal based on normal high water conditions

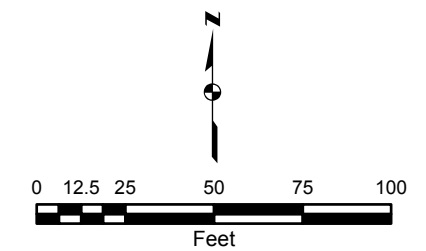
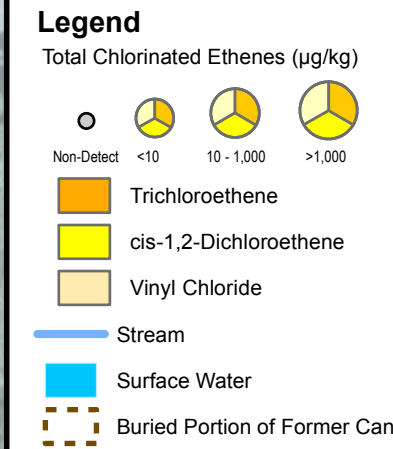
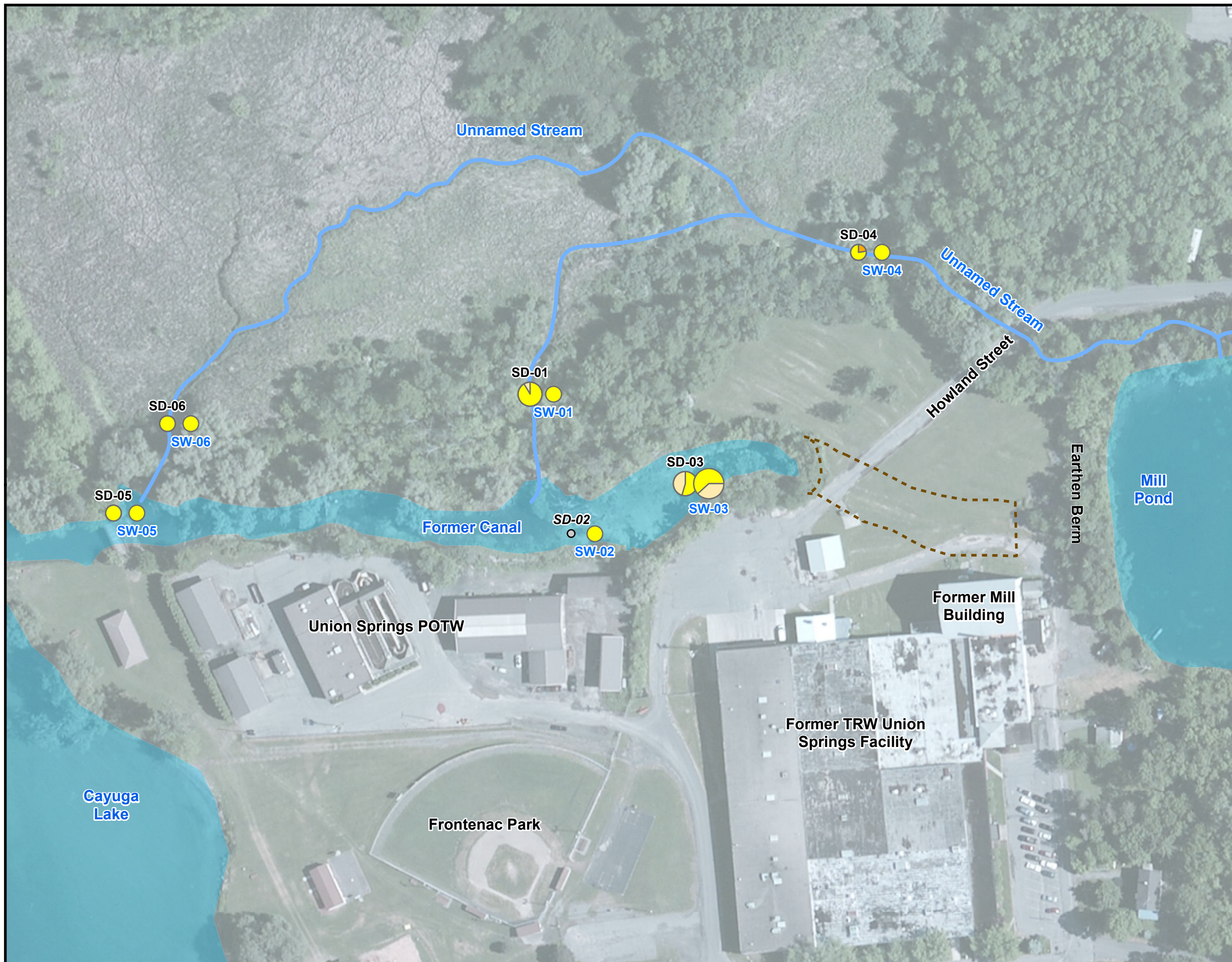


Figure 14: Groundwater Data Summary - PCNs
Former TRW Facility
Union Springs, New York





Surface Water / Sediment labels:
 SD-01 - Sediment Sample
 SW-01 - Surface Water Sample

- NOTES:**
- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
 - 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
 - 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
 - 4 - Approximate boundary of former canal based on normal high water conditions

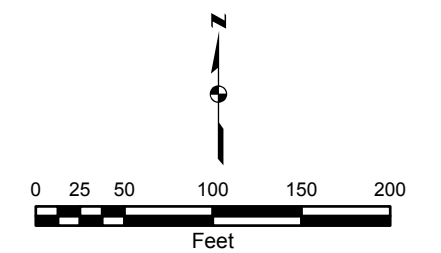


Figure 15: Surface Water and Sediment Data Summary - CVOCs
 Former TRW Facility
 Union Springs, New York





Legend

Total Polychlorinated Naphthalenes (mg/kg)

- Non-Detect
- < 10
- 10 - 1,000
- > 1,000

- Stream
- Surface Water
- - - Buried Portion of Former Canal

Surface Water / Sediment labels:

- SD-01 - Sediment Sample
- SW-01 - Surface Water Sample

NOTES:

- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
- 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
- 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
- 4 - Approximate boundary of former canal based on normal high water conditions

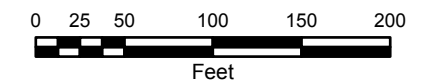
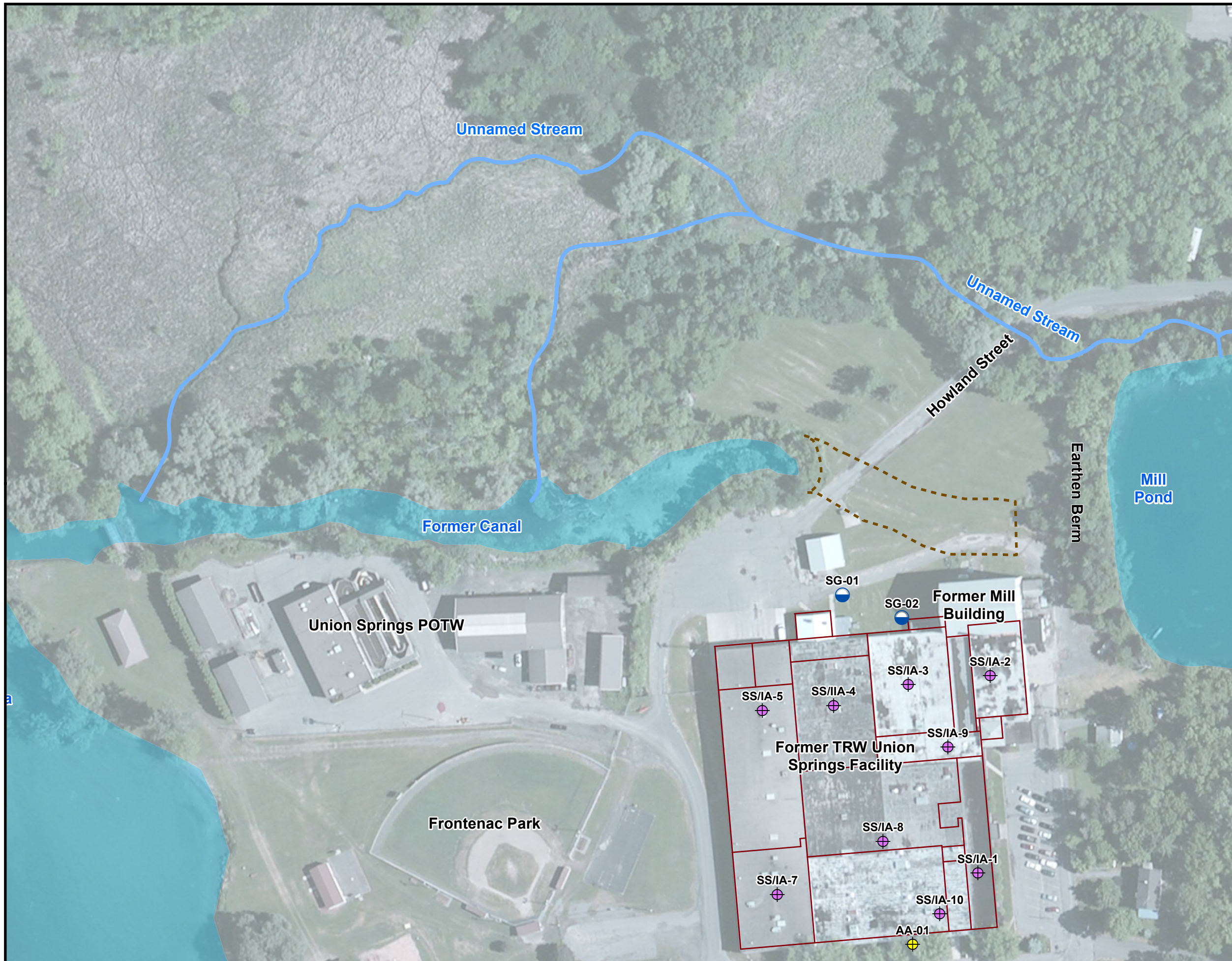








Figure 16: Surface Water and Sediment Data Summary - PCNs
Former TRW Facility
Union Springs, New York





Legend

-  Jan-2015 Ambient Air Sample Location (approx.)
-  Jan-2015 Sub-Slab Soil Gas and Indoor Air Sample Location (approx.)
-  Oct-2013 Soil Gas Sample Location (approx.)
-  Stream
-  Surface Water
-  Buried Portion of Former Canal

NOTES:

- 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
- 2 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
- 3 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
- 4 - Approximate boundary of former canal based on normal high water conditions

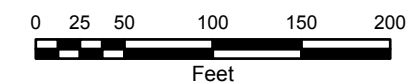
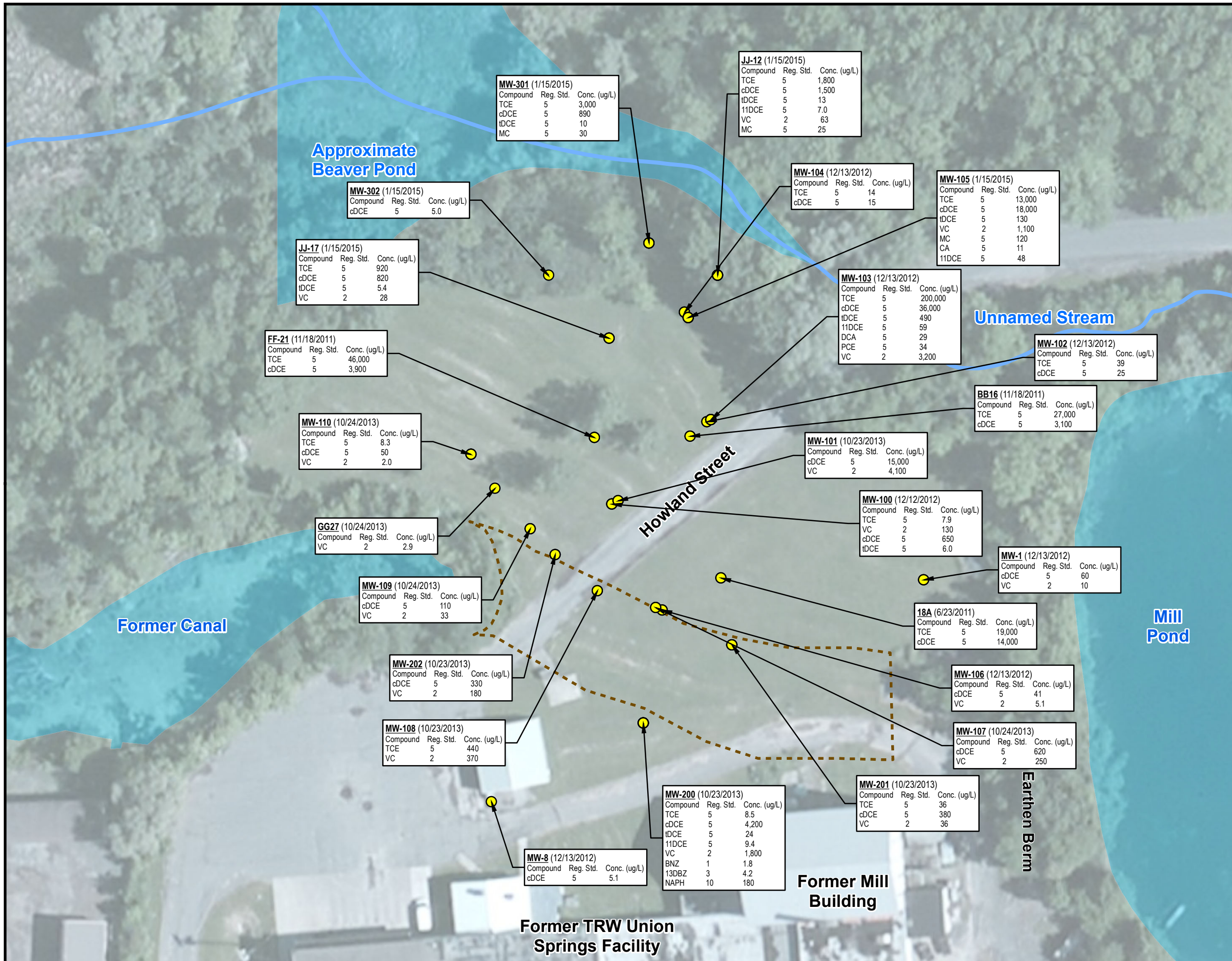


Figure 17: Vapor Intrusion Assessment Sampling Locations Former TRW Facility Union Springs, New York



Attachment A.3
Figures 1- 5



Legend

- Location that Exceeds Groundwater Standards for one or more Constituents
- Stream
- Surface Water
- Buried Portion of Former Canal

- NOTES:**
- 1- Reg Std.- Water Quality Standards were derived from NYSDEC Division of Water Technical and Operational Guidance Series 1.1.1 and Part 703: Surface Water and Groundwater Quality Standards and Groundwater Effluent
 - 2- Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
 - 3- The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
 - 4- Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
 - 4- Approximate boundary of former canal based on normal high water conditions

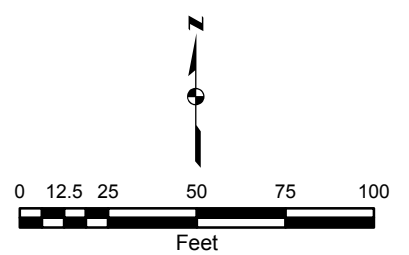
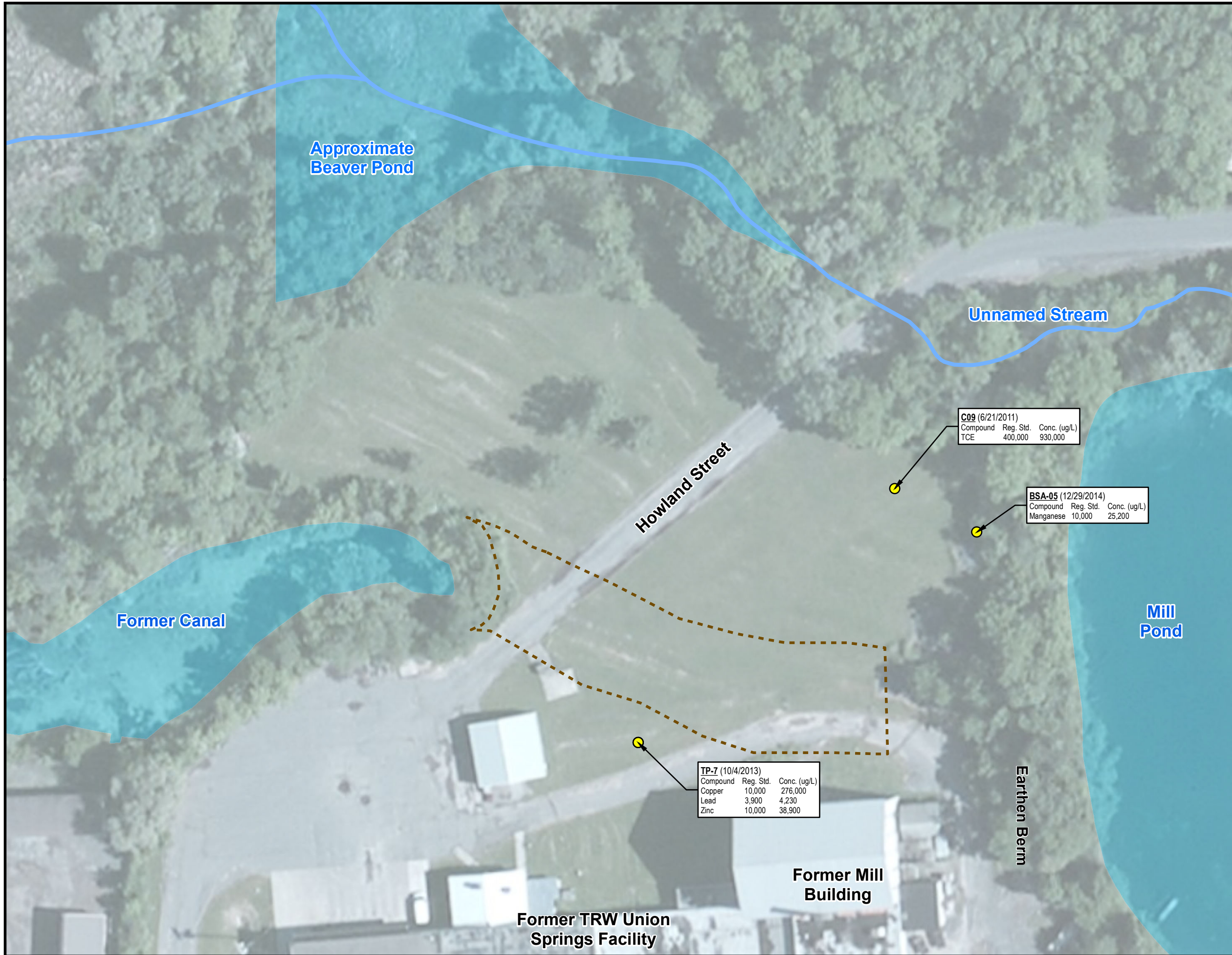


Figure 1: Groundwater Exceedances Former TRW Facility Union Springs, New York





- Legend**
- Sample Location above static groundwater that exceed Soil Standards for one or more constituents
 - Stream
 - Surface Water
 - Buried Portion of Former Canal

C09 (6/21/2011)

Compound	Reg. Std.	Conc. (ug/L)
TCE	400,000	930,000

BSA-05 (12/29/2014)

Compound	Reg. Std.	Conc. (ug/L)
Manganese	10,000	25,200

TP-7 (10/4/2013)

Compound	Reg. Std.	Conc. (ug/L)
Copper	10,000	276,000
Lead	3,900	4,230
Zinc	10,000	38,900

- NOTES:**
- 1 - Reg Std- 6 NYCRR Part 375-6.8(b) Industrial Restricted Use Soil Cleanup Objective
 - 2 - Location of Former TRW Union Springs Facility was digitized using aerial photography. Locations are approximate.
 - 3 - The buried portion of the former canal was digitized based on historical maps and photographs. Location is approximate.
 - 4 - Aerial Imagery: ESRI World Imagery. Reproduced under license with ArcGIS 10.2.2
 - 5 - Approximate boundary of former canal based on normal high water conditions

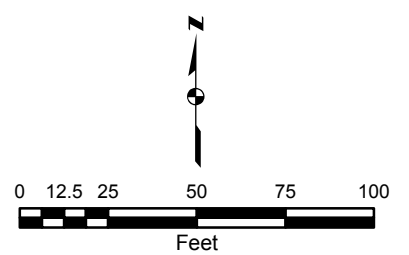





Figure 2: Soil Exceedances
Former TRW Facility
Union Springs, New York



Location ID	Sample Date	Chemical	Result Value (ug/m3)	Criteria - NYSDOH Guidance Values
IA-01	1/31/2015	DCA	1.9	NG
IA-01	1/31/2015	DCE	0.2	NG
IA-01	1/31/2015	PCE	7.0	100
IA-01	1/31/2015	TCE	0.6	5
IA-02	1/31/2015	DCA	2.1	NG
IA-02	1/31/2015	DCE	0.2	NG
IA-02	1/31/2015	PCE	0.9	100
IA-02	1/31/2015	TCE	0.2	5
IA-02	1/31/2015	VC	0.1	NG
IA-03	1/31/2015	DCA	1.1	NG
IA-03	1/31/2015	DCE	0.3	NG
IA-03	1/31/2015	PCE	5.0	100
IA-03	1/31/2015	TCE	0.6	5
IA-03	1/31/2015	VC	0.1	NG
IA-04	1/31/2015	DCA	1.0	NG
IA-04	1/31/2015	DCE	0.3	NG
IA-04	1/31/2015	PCE	7.5	100
IA-04	1/31/2015	TCE	0.6	5
IA-05	1/31/2015	DCA	1.8	NG
IA-05	1/31/2015	DCE	0.5	NG
IA-05	1/31/2015	PCE	18.5	100
IA-05	1/31/2015	TCE	1.0	5
IA-07	1/31/2015	DCA	2.0	NG
IA-07	1/31/2015	DCE	0.2	NG
IA-07	1/31/2015	PCE	6.8	100
IA-07	1/31/2015	TCE	0.7	5
IA-08	1/31/2015	DCA	2.4	NG
IA-08	1/31/2015	DCE	0.3	NG
IA-08	1/31/2015	PCE	18.8	5
IA-08	1/31/2015	TCE	0.9	NG
IA-09	1/31/2015	DCA	1.1	NG
IA-09	1/31/2015	DCE	0.2	NG
IA-09	1/31/2015	PCE	4.0	100
IA-09	1/31/2015	TCE	0.5	5
IA-09	1/31/2015	VC	0.1	NG
IA-10	1/31/2015	DCA	1.5	NG
IA-10	1/31/2015	DCE	0.1	NG
IA-10	1/31/2015	PCE	4.2	100
IA-10	1/31/2015	TCA	0.1	NG
IA-10	1/31/2015	TCE	0.6	5
SG-01	10/15/2013	n-Butane	3.3	NG

Location ID	Sample Date	Chemical	Result Value (ug/m3)	Criteria - NYSDOH Guidance Values
SS-01	1/31/2015	PCE	5.2	NG
SS-01	1/31/2015	TCE	2.3	NG
SS-02	1/31/2015	PCE	1.5	NG
SS-02	1/31/2015	TCA	38.9	NG
SS-02	1/31/2015	TCE	17.8	NG
SS-03	1/31/2015	L1 DCE	16.5	NG
SS-03	1/31/2015	DCA	17.4	NG
SS-03	1/31/2015	TCA	1390.0	NG
SS-03	1/31/2015	TCE	22.7	NG
SS-04	1/31/2015	PCE	9.3	NG
SS-04	1/31/2015	TCA	7.9	NG
SS-04	1/31/2015	TCE	1.6	NG
SS-05	1/31/2015	DCE	531.0	NG
SS-05	1/31/2015	DCE	3.7	NG
SS-05	1/31/2015	PCE	14.1	NG
SS-05	1/31/2015	TCA	9.9	NG
SS-05	1/31/2015	TCE	329.0	NG
SS-05	1/31/2015	trans DCE	15.9	NG
SS-07	1/31/2015	PCE	4.6	NG
SS-08	1/31/2015	DCA	1.9	NG
SS-08	1/31/2015	PCE	13.8	NG
SS-08	1/31/2015	TCA	3.9	NG
SS-08	1/31/2015	TCE	2.2	NG
SS-09	1/31/2015	PCE	4.2	NG
SS-09	1/31/2015	TCA	320.0	NG
SS-09	1/31/2015	TCE	226.0	NG
SS-10	1/31/2015	L1 DCE	2.0	NG
SS-10	1/31/2015	DCA	0.9	NG
SS-10	1/31/2015	PCE	5.2	NG
SS-10	1/31/2015	TCA	459.0	NG
SS-10	1/31/2015	TCE	8.0	NG

Legend

-  Jan-2015 Sub-Slab Soil Gas and Indoor Air Sample Location
-  Oct-2013 Soil Gas Sample
-  Tax Parcels

NOTES:

- 1 - Reg. GL- New York State Department of Health indoor and outdoor air guideline value (ug/m³) from Table 3.1 in the Guidance for evaluating soil vapor intrusion in the State of New York (NYSDOH, 2006a). NG- No NYSDEC or NYSDOH guidance values
- 2 - Proposed locations are approximate and may change depending on field conditions

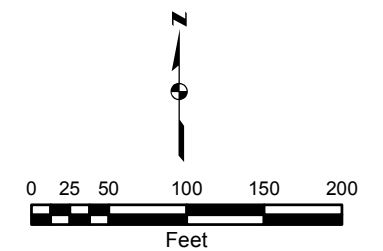
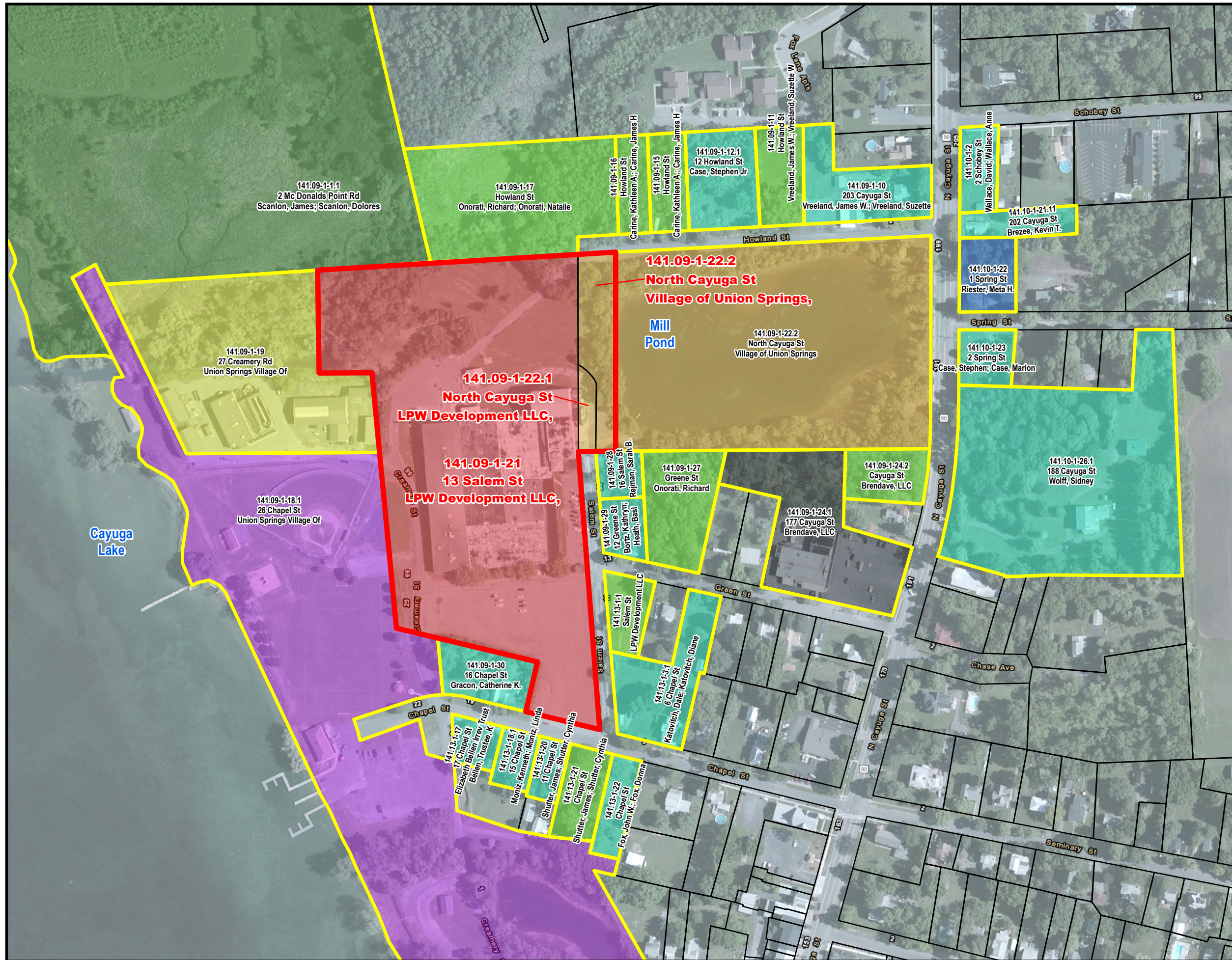


Figure 3: Soil Gas and Ambient Indoor Air Detections
Former TRW Facility
Union Springs, New York





- Legend**
- BCP Boundary
 - Adjacent Tax Map Parcels
 - Other Tax Map Parcels
- Property Type Classification**
- One Family Year-Round Residence
 - Two Family Year-Round Residence
 - Residential Vacant Land
 - Vacant Land Located in Commercial Areas
 - Area or Neighborhood Shopping Centers
 - Field Crops
 - Manufacturing and Processing
 - Recreational Facilities
 - Solid Wastes
 - World Transportation

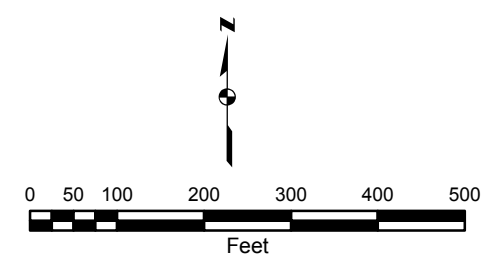
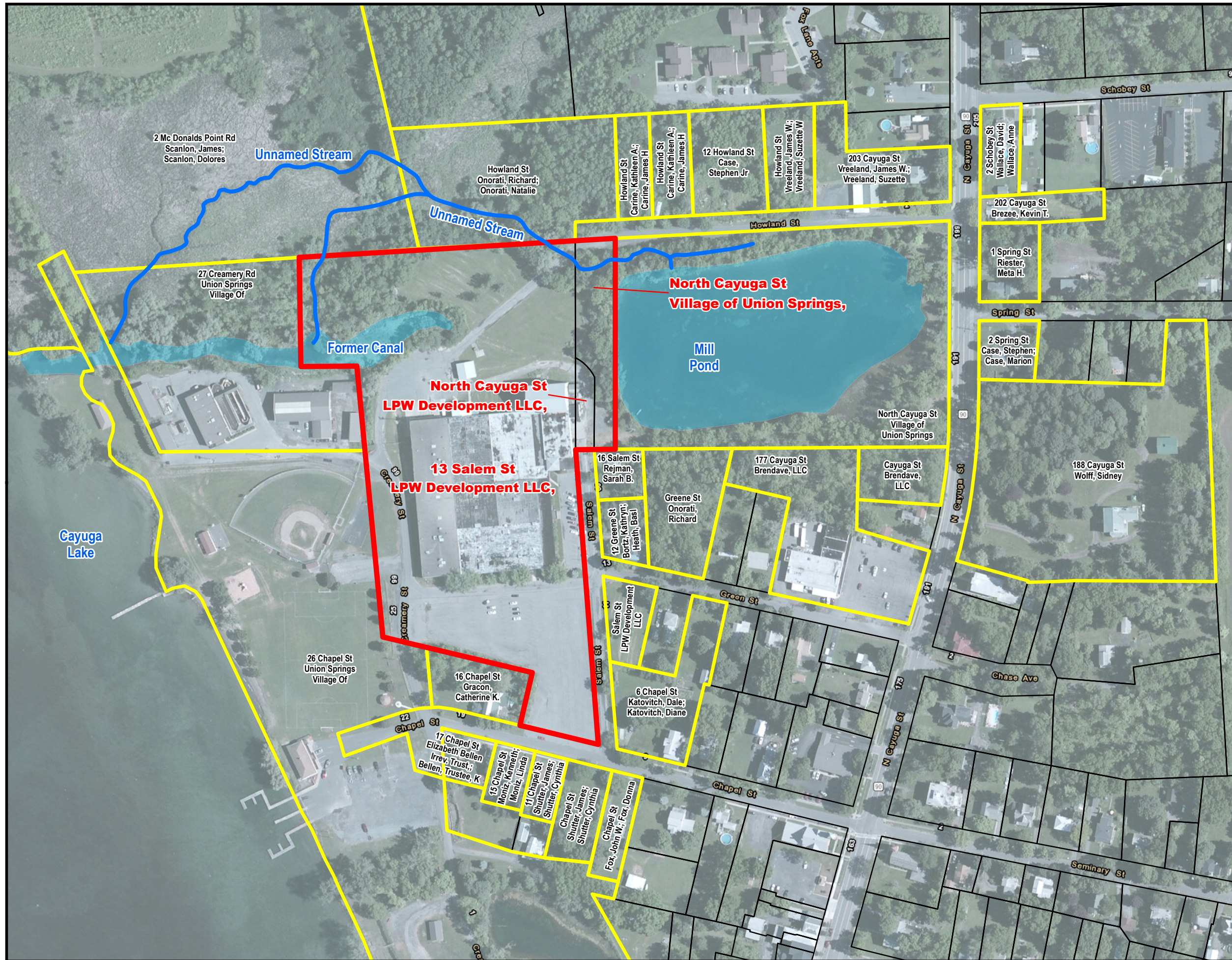


Figure 4: Former TRW Facility Tax Map Parcels and Land Use
 BCP Application
 Former TRW Facility
 Union Springs, New York





- Legend**
- BCP Boundary
 - Adjacent Parcels
 - Other Parcels
 - Stream
 - Surface Water
 - World Transportation

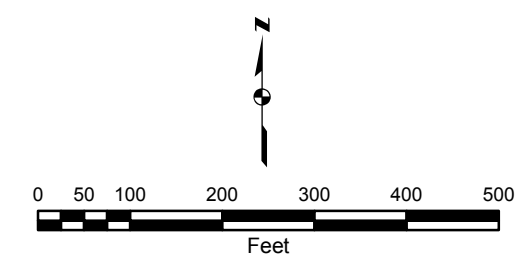
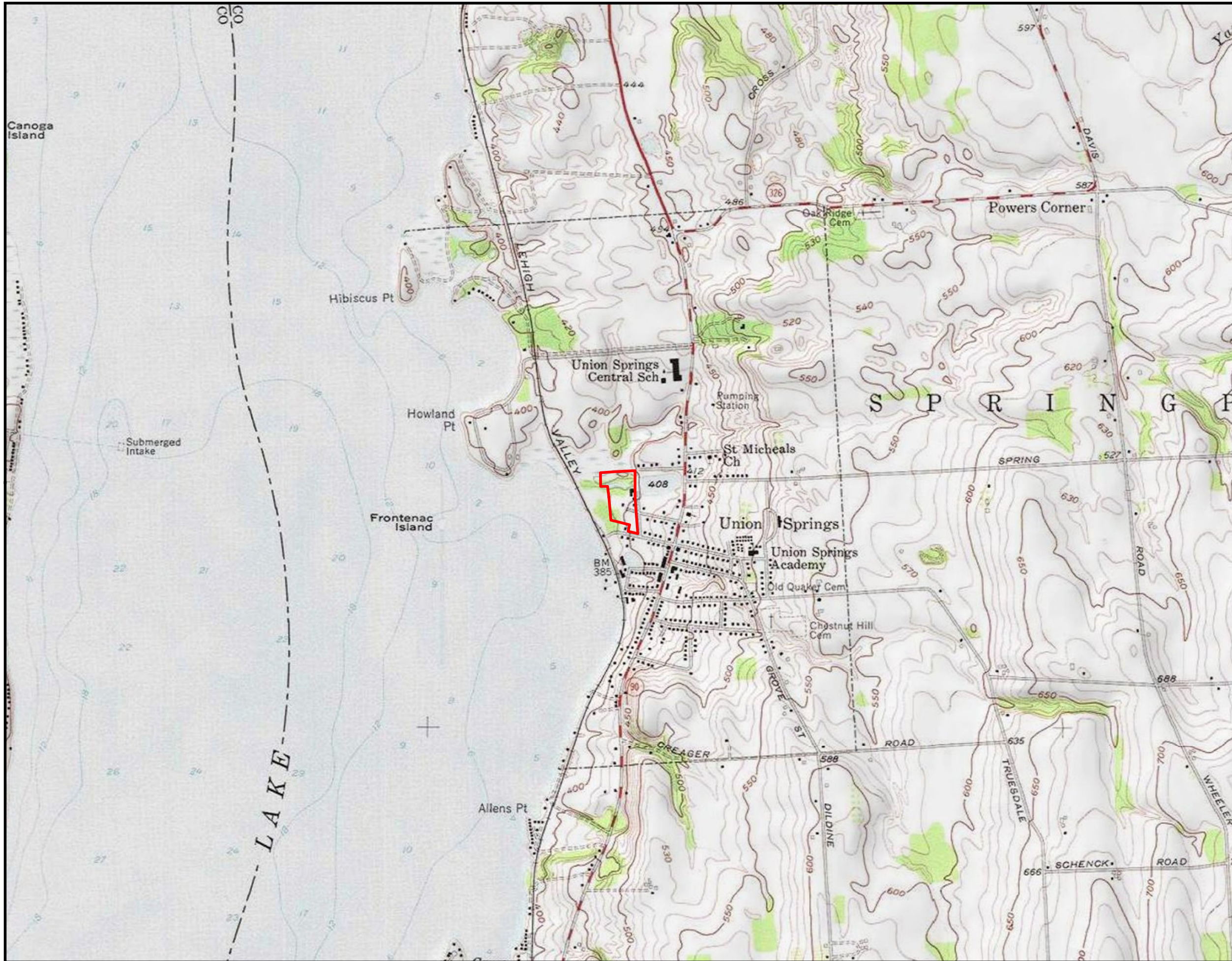


Figure 4A: Former TRW Facility and Adjoining Properties
 BCP Application
 Former TRW Facility
 Union Springs, New York





Legend
 Site Location



NOTES:
 1 - Location of Former TRW Union Springs Facility was digitized using aerial photography
 Locations are approximate.

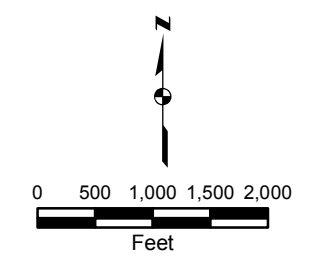


Figure 5: Site Locus Map
 BCP Application
 Former TRW Facility
 Union Springs, New York



Attachment A.4
Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

AGREEMENT made this 25th day of September, 1997 between TRW INC., an Ohio corporation (hereinafter called the "Seller"), and L P W DEVELOPMENT, LLC, a New York limited liability company with offices at 18 Garfield Street, Auburn, New York 13021 (hereinafter called the "Buyer").

1. In consideration of the mutual agreements herein contained, the Seller hereby agrees to sell and the Buyer to purchase those certain parcels of land in Union Springs, Cayuga County, New York, described in the attached legal description marked Exhibit A, together with all buildings, fixtures, improvements, structures and appurtenances thereon, (hereinafter called "said premises"), but excluding therefrom the personal property and fixtures located thereon that is listed in Exhibit A-1 attached hereto.

2. Said premises are to be conveyed to the Buyer or to a nominee designated by the Buyer by notice to the Seller at least seven (7) days before the Closing Time (as hereinafter defined) by a good and sufficient bargain and sale deed with covenant against grantor's acts conveying a good and clear record and marketable title to the same free from all encumbrances, except as set forth in Exhibit B attached hereto. The issuance to the Buyer of a title insurance policy on New York Board of Title Underwriters Form 100E or the equivalent without exception as to any encumbrance or other matter not specifically set forth herein, other

than standard printed exceptions and other encumbrances which are affirmatively insured over, shall for all purposes be deemed to be full compliance by the Seller as to the quality of title to be conveyed hereunder.

3. The Buyer shall have twenty-one (21) days from the date of its receipt of a commitment to issue the title insurance policy referred to in Section 2 above by a nationally recognized title insurance company to give notice to the Seller of any defect or defects that exist on the date hereof in the title to said premises which would prevent the same from being conveyed in accordance with the terms of this Agreement, such notice to set forth each and every such claimed defect. In the absence of such notice, Buyer shall have not right to make a claim that any such defect exists on the date hereof.

The Buyer also shall have twenty-one (21) days from the date of this Agreement independently to ascertain the status of said premises under applicable building, zoning and wetlands laws and regulations. The Buyer may terminate this Agreement upon notice to the Seller received on or before October 16, 1997 if said premises are in material non-compliance with said laws and regulations. In such event, the Seller shall return the deposit to the Buyer with interest as further specified in Paragraph 14 hereof and this Agreement shall be void and without recourse to either party, except as herein otherwise provided.

4. For such deed and conveyance the Buyer shall pay as the purchase price the sum of Two Hundred Thousand Dollars (\$200,000.00), of which Twenty Thousand Dollars (\$20,000.00) have been paid as a deposit this day, and the balance in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00) is to be paid in cash or by certified or bank check or checks at the Closing Time (as hereinafter defined).

5. The deposit made hereunder shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the Closing Time. The Seller shall pay for the New York Deed Excise Stamps required in connection with the sale contemplated hereby.

6. As used herein the term "Closing Time" shall mean 10:00 a.m. Eastern Standard Time, October 22, 1997, or, at the Buyer's option, on ten (10) days notice from the Buyer to the Seller or on any extended date for the performance hereof determined as hereinafter set forth or such earlier date on which the parties shall mutually agree to close. The delivery of the deed and the payment of the balance of the purchase price hereunder shall be made at the offices of Boyle & Anderson, P.C., 110 Genesee Street, Suite 300, Auburn, New York 13021 unless otherwise agreed upon in writing.

7. Full possession of said premises, free of tenants, licensees and occupants and their property, is to be delivered to the Buyer at the Closing Time, said premises to be in the same condition they now are, reasonable wear and tear and minor damage by insured casualty excepted. In the case of such minor damage, unless the Seller has previously restored the said premises to their former condition, the Seller shall, together with the delivery of the deed, pay over or assign to the Buyer all amount recovered or recoverable from insurance on account of such minor damage, including the amount of any deductible.

8. From and after the date hereof, Seller shall keep and maintain the said premises in their present condition, reasonable wear and tear and minor damage by insured casualty excepted. Seller shall neither make, nor permit to be made, any material alterations, improvements or additions to the said premises without the Buyer's consent.

9. The Buyer expressly agrees that its purchase of the Premises is subject to the following:

(i) The Seller has made no representations or warranties, either express or implied, concerning the condition of said premises (including, by way of example only, the condition of the roof of the building that is part of said premises) or compliance

with federal, state and local laws relating to protection of the environment or dam integrity or safety.

(ii) The Buyer acknowledges that the Seller is currently operating a groundwater treatment system (the "GT System") on said premises, that the Seller intends to continue to operate that system after the Buyer's purchase of said premises and that the GT System will continue to be located on said premises without any rental cost or charge to the Seller.

(iii) Concurrent with the conveyance of said premises to the Buyer, the Buyer will execute an instrument, in recordable form and otherwise satisfactory in form and substance to the Seller and the Buyer and their respective counsel, granting to the Seller and its successors in interest a permanent, non-assessable easement over, on, under and through said premises for the purpose of operating and maintaining the GT System and performing any environmental investigatory or remedial work on, in and under said premises that is the responsibility of the Seller under the terms of this Agreement or that is required of the Seller by any state, federal or local regulatory agency with jurisdiction over such matters.

(iv) Immediately prior to the conveyance of said premises to the Buyer, the Seller will record an instrument in recordable

form and otherwise satisfactory in form and substance to the Seller and the Buyer and their respective counsel, that creates deed restrictions on said premises prohibiting any and all excavation of soils at any location on said Premises.

(v) The Seller shall be responsible for all Environmental Conditions that exist at, on or under said premises as of the Closing Time and will indemnify, defend and hold the Buyer harmless from and against any and all liabilities (regardless of legal theory), damages, losses, claims, costs and expenses, including, without limitation, those relating to investigation and remediation of said premises (collectively, "Liabilities") arising out of or resulting from such Environmental Conditions, excluding, however, any such Liabilities that arise out of or result from any violation or breach of the deed restrictions referred to in paragraph (iv) above.

(vi) The Buyer shall be responsible for (i) all Environmental Conditions that do not exist at, on or under said premises as of the Closing Time but that are created at, on or under said premises at any time after the Closing Time and (ii) any violation or breach of the deed restrictions referred to in paragraph (iv) above and will indemnify, defend and hold the Seller harmless from and against all Liabilities arising out of or resulting from such Environmental Conditions or violations or breach of such deed restrictions.

(vii) As used in paragraphs (v) and (vi) above, the term "Environmental Condition" means any condition of said premises that does not comply with applicable laws, rules or regulations.

(viii) The provisions of this Section 9 shall survive the closing of the transaction provided for in this Agreement.

10. Water and sewer use charges, operating expenses (if any) according to Exhibit C attached hereto, and utility charges shall be apportioned and fuel value shall be adjusted as of the Closing Time and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the deed.

11. To enable the Seller to make conveyance as herein provided, the Seller may at the time of delivery of the deed use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are in recordable form and recorded simultaneously with the delivery of said deed, or arrangements satisfactory to the Buyer are made for such procurement and recording.

12. Real estate taxes assessed shall be apportioned against or on said premises as of the Closing Time. If the amount of said taxes is not known

at the Closing Time, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal period with a reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost for obtaining the same, shall be apportioned between the parties; provided, however, that neither party shall be obligated to institute or prosecute proceedings for an abatement.

13. Each party hereto represents and warrants to the other that it has not dealt, and will not deal, with any real estate agent, broker or finder in connection with the sale contemplated hereby except as otherwise described in Exhibit D hereto, and each agrees to indemnify, exonerate and hold the other harmless from and against any claim, loss, damage, cost or liability for any real estate agent's or broker's commissions or finder's fees which may become due, or which may be alleged to be due, as a result of such dealing by it. Notwithstanding anything to the contrary elsewhere contained herein, the obligations of the Seller and the Buyer, respectively, under this paragraph shall survive the delivery of the deed hereunder and any termination hereof.

14. If at the Closing Time the Seller shall be unable to give title or to make conveyance, or to deliver possession of the said premises, all as herein stipulated, or if at the Closing Time said premises do not conform

with the provisions hereof, or if Seller cannot fulfill any of its other obligations hereunder, then the Seller shall use reasonable efforts (which, however, shall not be construed to require the expenditure by the Seller of more than Twenty Thousand Dollars (\$20,000.00) to remove the cause of any such inability as soon as possible and in case the Seller, having sued such efforts, shall have failed to do so within one hundred twenty (120) days, any sums paid hereunder by the Buyer to the Seller shall be refunded, together with interest thereon at the prime rate then prevailing at the National City Bank, Cleveland, Ohio, for its most creditworthy corporate borrowers, all obligations of either party hereunder shall cease and this Agreement shall be void and without recourse to either party, except as herein otherwise provided.

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to said premises in their then condition or otherwise and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this section, if said premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored said premises to their former condition, pay over or assign to the Buyer any proceeds of insurance (not in excess of the purchase price hereunder less land value and the value of what shall remain of the improvements) recovered or recoverable with

respect to such damage together with the amount of any deductible, less any amount reasonably expended or committed by the Seller for any partial restoration.

The acceptance of a deed and possession by the Buyer under this section shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed except as herein otherwise provided.

15. Until the delivery of the deed, the Seller shall maintain insurance on said premises against fire and so-called extended coverage risks in accordance with its standard risk management practices for such premises.

16. The Seller agrees that from and after the delivery hereof the Buyer and its authorized agents or representatives may from time to time enter upon the said premises for the purpose of inspecting the same and taking surveys; provided however, that after each such instance the buyer shall, as nearly as may be practicable, restore said premises to the condition in which they were before taking any such action. The Buyer agrees to indemnify, exonerate and hold the Seller harmless from and against any and all loss, liability, damage and expense arising out of, or alleged to have arisen out of, any action taken by the Buyer and those claiming under it pursuant to this paragraph, including without limitation injury

(including death) to persons, and damage to property. The Buyer further agrees that before entering upon said premises it will furnish the Seller with a certificate of general public liability insurance in an amount not less than \$1,000,000 (which may be under a blanket or umbrella policy or policies, so-called) bearing an endorsement naming the Seller as an insured thereunder and specifically insuring the Buyer's liability under this paragraph. The Buyer's obligations under this paragraph shall survive the delivery of the deed hereunder and any termination hereof.

17. In the event that this Agreement shall terminate without conveyance of said premises for any reason other than default by the Seller, the Buyer shall forthwith thereafter deliver to the Seller, without cost or charge to the Seller, all surveys, building, development and other plans, results of soil tests, borings and other tests, studies, analyses and engineering data, if any, obtained and made of or with respect to the said premises by or on behalf of the Buyer, except plans or drawings for the construction or alteration of a building which are the property of any architect by agreement with the Buyer. The obligations of the buyer under this paragraph hereof shall survive any such termination.

18. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and this shall be the Seller's sole remedy at law or in equity for the Buyer's default.

19. Any notice, demand, request, consent, approval or other communication which a party hereto is required or desires to give, make or communicate to the other shall be effective and valid only when in writing and shall be deemed duly given when mailed by registered or certified mail, return receipt requested, addressed in the case of the Seller to the Seller at 1900 Richmond road, Cleveland, Ohio 44124, Attention: Secretary, and in the case of the Buyer to the Buyer at 18 Garfield St., Auburn, NY 13021, or in either case at such other address as may last have been specified by notice given as hereinabove provided by the party addressed.

20. The said premises are being sold on an "as is" basis. the Buyer acknowledges that the Buyer has inspected said premises and that the Seller has made no representation or warranty with respect to the transaction contemplated hereby, either express or implied, except as may be expressly set forth herein.

21. If for any reason the transactions contemplated by this Agreement have not closed on or before November 22, 1997, the Seller shall have the right, exerciseable in its sole discretion, to terminate this Agreement upon notice to the Buyer and refund to the Buyer of the deposit paid by the Buyer pursuant to the provisions of Section 4 above.

22. Prior to the Closing Time Buyer shall not record any plans, instruments or permits relating to said premises without the prior written consent of the Seller. If the Buyer records this Agreement it shall, at the option of the Seller, become ipso facto null and void, and all payments made hereunder shall be forfeited and become the property of the Seller as liquidated damages.

23. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any other agreement, whether written or oral, with respect to the sale and purchase of the said premises. this Agreement may be amended only by an instrument in writing signed by both parties hereto.

WITNESS the execution hereof under seal on the day and year first above written.

TRW INC.

By 

Its Executive Vice President

L P W DEVELOPMENT, LLC

By 

Its Member

EXHIBIT B-1

Number 9717-25080
NBU #9711698

CERTIFICATE FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Missouri Corporation, herein called the Company, certifies to the Applicant named on the following page that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (10-17-92) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:

KEVIN J. BRUTON
TITLE OFFICER
201 E. Jefferson Street
Syracuse, N.Y. 13202
474-1273

CHICAGO TITLE INSURANCE COMPANY

By:

John R. ...
President

By:

Thomas J. Adams
Secretary

Dated: September 19, 1997

Certified by: *[Signature]*
Authorized Signature



Redated:

by: _____
Authorized Signature

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:
 - (A) if the fees therefore are not paid;
 - (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
 - (C) when the policy shall issue or nine months after the effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company.
 - (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or licn to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

CLOSING INFORMATION

Closed by _____ Date Closed _____ Title No. _____

Closed at the office of _____

Parties Present:	Interest in Transaction:	Address:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The identity of the parties executing and delivering the closing instruments was established by _____

HAVE CONTINUATION OF SEARCHES BEEN RECEIVED FROM DATE OF CERTIFICATE to DATE OF CLOSING?

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Title No.: 9717-25080

Effective Date: SEPTEMBER 10, 1997
Examiner: KEVIN BRUTON

Owner's Policy to be issued:
ALTA 10-17-92 Owner's Policy
Proposed Insured:
TO BE ADVISED

\$ TBD

Leasehold Policy to be issued:
ALTA 10-17-92 Leasehold Policy
Proposed Insured:

\$ _____

Loan Policy to be issued:
ALTA 10-17-92 Loan Policy
Proposed Insured:

\$ _____

Borrower:

Loan Policy to be issued:
ALTA 10-17-92 Loan Policy
Proposed Insured:

\$ _____

Borrower:

The estate or interest in the land described or referred to in this certificate and covered herein is:
FEE SIMPLE

Title to said estate or interest in said land at the effective date hereof is vested in:
TRW INC.

-by-

Bargain and Sale Deed with Covenant against Grantor's Acts made by WICKES
MANUFACTURING COMPANY to the certified owner(s) dated April 2, 1990 and
recorded October 23, 1990 in the Cayuga County Clerk's Office in Book 818 of
Deeds at page 295.

The land referred to in this certificate is described as follows: - SEE ATTACHED -

FOR INFORMATIONAL PURPOSES ONLY, PREMISES IS COMMONLY KNOWN AS:
P/O LOT 98, UNION SPRINGS, NEW YORK

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A DESCRIPTION

Title No.: 9717-25080

PARCEL A

All that tract or parcel of land, situate in the Village of Union Springs, County of Cayuga and State of New York, and being a part of lot 99 E.C.R., bounded and described as follows:

BEGINNING at a point and existing iron pipe set in the southwest corner of lands of General Products Corp. (Gulf & Western Manufacturing Company), and running thence westerly on a continuation thereof 100.62 feet to a point and iron pipe; thence northwesterly at an interior angle of $108^{\circ} 29'$ with the last described line 408.20 feet to a point and iron pipe; thence easterly at an interior angle of $85^{\circ} 52'$ with the last described line 95.77 feet to a point and iron pipe; thence southerly at an interior angle of $94^{\circ} 08'$ with the last described line 435.20 feet to the place of beginning. The last described line herein making an interior angle of $71^{\circ} 31'$ with the first line herein described.

The above described premises are shown and designated as Parcel A on a map of survey made for General Products Corp. by John F. Papalia, P.L.S., #35425, and dated May 11, 1978, and amended on October 19, 1978 to show parcels A & B. Said map is not filed in Cayuga County Clerk's Office.

PARCEL B

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, and being part of Town Lot 98 therein and more particularly bounded and described as follows: BEGINNING at the intersection of the northerly line of Chapel Street with the westerly line of Salem Street, running thence north $2^{\circ} 52'$ east along the westerly line of said Salem Street 379.00 feet to the south line of Green Street; thence north $71^{\circ} 26'$ west along the southerly line of Green Street 205.81 feet; thence north $5^{\circ} 34'$ east 134.36 feet; thence south $87^{\circ} 11'$ east 191.98 feet to the west line of Salem Street; thence north $2^{\circ} 52'$ east along said westerly line 59.1 feet; thence south $83^{\circ} 30'$ east 3.5 feet to the southwest corner of lands now owned by the Estate of Fannie Hecht; thence north $6^{\circ} 30'$ east along the west line of Hecht's land 462.32 feet; thence north $87^{\circ} 00'$ west 1103.5 feet to the east line of the L.V.R.R. Co. land; thence southerly along the said railroad company's land and 49.5 feet easterly from the center line thereof measured at right angles thereto 239 feet; thence westerly along the south side of the canal about 18 feet to a point 33 feet easterly from the center line of the said railroad, measured at right angles thereto; thence southerly along the said railroad company's land and 33 feet easterly from the center line thereof and measured at right angles thereto to 208 feet to the north line of lands formerly owned by James Wood and now owned by the Village of Union Springs; thence south $83^{\circ} 30'$ east along said north line 543 feet; thence south $2^{\circ} 23'$ west 435.2 feet; thence south $69^{\circ} 08'$ east 240 feet; thence south $18^{\circ} 54'$ west 118.05 feet to the north line of Chapel Street; thence south $69^{\circ} 08'$ along the north line of Chapel Street 174.58 feet to the place of beginning.

Hereby intending to describe Parcels A, B, C, D, N, P and R as shown on a

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A DESCRIPTION

Tide No.: 9717-25080

survey of the above premises made by R.P. Marren, surveyor, and dated February 13, 1957, which map was filed in the Cayuga County Clerk's Office on March 7, 1957 in Book AA of Filed Maps at Page 38 and 39.

EXCEPTING AND RESERVING all that tract or parcel of land situate in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, bounded and described as follows: BEGINNING at the point of intersection of the south side of the Canal running westerly from the pond east of the factory building on premises of said General Products Corporation to Cayuga Lake with the east line of the right-of-way of the Lehigh Valley Railroad Company, which point is 33' easterly from the center line of said Railroad, measured at right angles thereto; thence southerly along the said Railroad Company's land and 33' easterly from the center line thereof and measured at right angles thereto 208' to the north line of lands formerly owned by James Wood and now owned by the Village of Union Springs; thence S 83° 30' E along said north line 250'; thence in a northwesterly direction and parallel with the first course hereinabove described, that is, easterly boundary line of said Railroad Company's land, a distance of about 208' to the south side of the Canal; thence westerly along the south side of said Canal a distance of 250' and to the place of beginning, and being a portion of Parcel A, as shown on a survey of premises of General Products Corporation made by R.P. Marren, surveyor, dated February 13, 1957, which map was filed in the Cayuga Clerk's Office on March 7, 1957, in Book AA of filed maps at Page 38-39, and being the same premises conveyed by General Products Corporation, a New York corporation to the Village of Union Springs, New York by Quit Claim Deed dated June 22, 1962, recorded in the Cayuga County Clerk's Office in Book 325 of Deeds at Page 658 on the 26th day of June, 1962.

Further excepting therefrom the following parcel of land conveyed to the Village of Union Springs by deed Liber 586 Cp. 98:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, County of Cayuga and State of New York and being a part of Lot 98 E.C.R. bounded and described as follows:

BEGINNING at a point and iron pipe set in the southeast corner of a parcel of land conveyed by General Products Corp. to the Village of Union Springs by deed dated June 22, 1962, and recorded in the Cayuga County Clerk's Office in Book 325 of Deeds at page 658 and running thence easterly along the south line of lands of said General Products Corp. 60.0 feet to a point and iron pipe; thence northerly at right angles to the last described line 433.15 feet to a point and iron pipe set in the north line of lands of said corporation; thence westerly at an interior angle of 86°-30' with the last described line 499.41 feet to a point in the easterly right-of-way line of the now abandoned Lehigh Valley Railroad; thence southerly along the easterly line of said railroad lands 239.0 feet to a point in the north line of lands of the Village of Union Springs; thence easterly along the northerly line of said village 250.0 feet to a point and iron pipe set in the northeast corner of lands conveyed to the Village of Union Springs by said General Products Corp.; thence southerly at an exterior angle of 115°-25' with the last described line 208.0 feet to the place of

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A DESCRIPTION

Title No.: 9717-25080

beginning.

The above described premises are a portion of lands of said General Products Corp. and are shown and designated as Parcel B on a map of survey made by John F. Papalia, PLS. No. 35425, dated May 11, 1978, and amended on October 19, 1978, to show parcels A & B.

The above two excepted parcels, when taken together, being and intended to be all of that certain tax lot designated on the tax maps of the Village of Union Springs, Cayuga County, New York as Map No. 141.09-1-19 (as said map existed on January 5, 1985).

Together with all of the right, title and interest of the certified owner herein in and to a certain Grants of Right to maintain an encroachment dated March 11, 1957 and August 19, 1960 granted by Marco Hecht to Gulf & Western Manufacturing Company (Systems) and its successors or assigns.

Parcel B-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, County of Cayuga and State of New York, more particularly described as follows: Being the house and lot formerly owned by Edward McKnight, now or formerly, in said Village of Union Springs, N.Y. and bounded on the east by Salem Street, on the south by road or lane running to the old tile yard, on the west by lands of said C. T. Backus, now or formerly, and on the north by lands of said C. T. Backus, now or formerly.

TOGETHER WITH the right, title and interest of the grantor herein in and to any strips and/or gores lying within or among Parcels A, B and B-1 aforescribed.

Said parcels A, B and B-1, when taken together, being and intending to be all of that certain tax lot designated on the tax maps of the Village of Union Springs, Cayuga County, New York as Map No. 141.09 Block 98 Lot 21 (as said map existed on January 5, 1985).

Parcel C

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Union Springs, County of Cayuga and State of New York, being a part of Lot No. 98 East Cayuga Reservation, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the east line of Salem Street with the south line of Green Street and running thence easterly along the south line of Green Street 118.37 feet to a point and iron pipe set in the northwest corner of lands of Harold G. Crane as shown on a Map of Survey by R.P. Marren, a copy of which map is filed in the Cayuga County Clerk's Office as Map No. 71-39; thence southerly at an interior angle of 89°-39' with the last described line 178.2 feet to a point and wood stake; thence westerly at an

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A DESCRIPTION

Title No.: 9717-25080

interior angle of $87^{\circ}-29'$ with the last described line 65.45 feet to a point and iron pipe set in the easterly line of Salem Street; thence northerly at an interior angle of $108^{\circ}-48'$ with the last described line 181.91 feet to a point and place of BEGINNING.

The above parcel of land is shown on a Map of Survey made by John F. Papalia, PLS., dated February 20, 1979, and is the same premises conveyed by different description to Raymond Wilsey by Kenneth Weldon by deed dated January 20, 1973, and recorded in said Clerk's Office in Book 412 of Deeds at Page 99.

Parcel D

All that tract or parcel of land situate in the Village of Union Springs, County of Cayuga and State of New York, being a part of Lot No. 98 of the East Cayuga Reservation, so called, and bounded and described as follows: BEGINNING at a point on the center of the Lake Road, three chains and seventy-nine links (250.14 ft.) southerly from the intersection of the said Lake Road with the north line of said lot 98; thence south seven degrees west along the center of said Lake Road 523.38 ft.; thence north eighty-three degrees thirty minutes west 857 ft.; thence north six degrees thirty minutes east and passing 10 ft. east from the southeast corner of the Old Stone Mill, now occupied as a factory building by the General Products Corporation 462.32 ft.; thence south eighty-seven degrees east along the center line of a public road 863 ft. to the place of beginning.

EXCEPTING AND RESERVING to the public that part of the public roads or streets which is included in the above description for highway purposes.

BEING A parcel of land off from the east side of lands heretofore conveyed to General Products Corporation by Fred E. Allen and May C. Allen, his wife, by Warranty Deed dated January 3, 1933, and recorded in the Cayuga County Clerk's Office in Book 2 of Reservation Deeds at Page 598.

Parcel E

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Union Springs, County of Cayuga and State of New York, being a part of Great Lot 98 of the East Cayuga Reservation as shown on a survey map attached hereto, said map prepared by Raymond J. Wojciulewicz, Land Surveyor, the said parcel being bounded and described as follows:

BEGINNING at the intersection of the east line of Salem Street and the north line of Chapel Street; thence westerly along the westerly extension of said north line of Chapel Street, a distance of 41.95 feet to the intersection with the west line of Salem Street, said point of intersection also being the southeasterly corner of lands of the Grantees herein; thence northerly along said west line of Salem Street, forming an interior angle of $107^{\circ}-32'-10''$ with the north line of Chapel Street, a distance of 382.66 feet to a point, said point being the intersection of the west line of Salem Street with the westerly extension of the south line of Green Street; thence easterly along the westerly

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A DESCRIPTION

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extension of the south line of Green Street, forming an interior angle of $74^{\circ}-01'-10''$ with the west line of Salem Street, a distance of 41.61 feet to the east line of Salem Street; thence southerly along said east line of Salem Street, forming an interior angle of $105^{\circ}-58'-50''$ with the westerly extension of the south line of Green Street, a distance of 383.84 feet to the point and place of beginning, the east line of Salem Street forming an interior angle of $72^{\circ}-27'-50''$ with the north line of Chapel Street.

It being the intent herein to convey all that portion of the right-of-way of Salem Street between the north line of Chapel Street and the westerly extension of the south line of Green Street.

CHICAGO TITLE INSURANCE COMPANY

ALTA 10-17-92 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation (The Company), insures as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM COVERAGE — OWNER'S

The following matters will be expressly excluded from the coverage of the policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer, except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SPECIAL NEW YORK COVERAGE — OWNER'S

If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

CHICAGO TITLE INSURANCE COMPANY

ALTA 10-17-92 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation (The Company), insures as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy.
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM COVERAGE — LOAN

The following matters will be expressly excluded from the coverage of the policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business law of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. This section of the ALTA 10-17-92 policy is deleted in New York State. The New York form of coverage for mechanics' lien is contained in Insuring paragraph number 7 of the New York Endorsement.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer, except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SPECIAL NEW YORK COVERAGE — LOAN

If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

I. BLANKET POLICY

If the application is for insurance under a master of blanket policy all of the following items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.

II. IDENTITY PARTIES

The identity of parties at the closing of this title should be established to the satisfaction of the closer.

III. SECTION 13 OF LIEN LAW

Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

IV. ASSIGNMENT OF MORTGAGE OR OTHER LIENS

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

V. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

VI. CORPORATE GRANTOR

If the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, there must be compliance with Section 909 of the Business Corporation Law. We will require the written consent to such conveyance or lease by all of the holders of the outstanding shares of the said corporation and the instrument on closing should so recite. In lieu thereof the consent of the holders of two-thirds of all of the outstanding shares entitled to vote thereon obtained at a meeting duly noticed and called for the purpose of obtaining such consent in the manner provided for in Section 605 of the Business Corporation Law is required and the instrument on closing should so recite.

If neither of the above is obtained, then, the proofs, showing the basis upon which the conveyance or lease is to be made must be submitted to counsel prior to closing.

VII. CORPORATE MORTGAGOR

If the present transaction consists in whole or in part of the making of a new mortgage there must be compliance with Section 911 of the Business Corporation Law. We will require a certified copy of the resolution of the board of directors of any corporate mortgagor authorizing the making of said mortgage.

Proof must also be shown that the consent of stockholders of the mortgagor corporation is not required by its certificate of incorporation or amendments thereto for the making of said mortgage.

The mortgage should contain a recital showing that it was made and executed pursuant to the resolution of the board of directors of the mortgagor.

VIII. CONTRACT

If this certificate requires a conveyance of the fee estate and the contract therefor has not been submitted to the Company, it should be furnished for consideration prior to closing.

IX. PROOF OF NO OTHER NAME

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

X. PERSONAL PROPERTY

Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

SCHEDULE B

Exceptions

Reorder Form No. 10665-01

SCHEDULE B

Title No.: 9717-25080

The policy will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following exceptions unless they are disposed of to our satisfaction:

1. As to Parcel A. Print of survey made by Raymond J. Wojciulewicz dated August 4, 1984 shows vacant parcel with no encroachments or projections. Policy excepts any state of facts which an accurate survey would show subsequent to August 4, 1984.
2. Right-of-Way and Easement contained in Deed made and executed by Clinton T. Backus to Edwin C. Bowman, recorded in Book Q of Reservations Deeds at Page 257.
3. Reservation of rights for use of water pipe contained in Deed Book 2 of Reservation Deeds at Page 114.
4. Power Line Right of Way in Deed Book FF of Reservation Deeds at Page 356.
5. Agreement in Liber V of Reservation Deeds at Page 163.
6. Sewer Pipe Line Easement to Village of Union Springs Book 325 Page 662.
7. Easements and Right of Way contained in Deed Liber 595 cp. 183.
8. Gas Pipe Line Easements contained in Deed Liber 336 cp. 27, Liber 332 cp. 904 and Liber 603 cp. 115.
9. As to Parcel D: Grants of right to maintain encroachment in deed Book FF of Reservations at page 432 and Deed Book GG of Reservations at Page 382.
10. The easement granted to New York State Electric & Gas Corporation and recorded in Liber 901 of Deeds at Page 24 on October 17, 1994.
11. Parcel "A" taken by itself has no legal access.
12. Easement granted to New York State Electric & Gas Corporation recorded in Deed Book 758 Page 64.
13. Any state of facts that an accurate survey would show or an inspection of the premises would disclose.
14. Any and all unpaid taxes, assessments, water charges, sewer rents, interest and penalties thereon and sales thereof, if any, that a guaranteed tax search might disclose or upon proof of payment of same the above exception will be removed.
15. 1997-98 School Taxes.
16. A resolution from the Board of Directors of TRW, Inc. authorizing the proposed sale is required.
17. Because of the vagueness of the proposed transaction and the undisclosed



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B (Continued)

Title No.:9717-25020

amounts thereof, this Company reserves the right to raise additional exceptions which it deems appropriate prior to closing. We also require that more specific details as to the structure of the proposed transaction and the amount to be insured be furnished to this office AT LEAST 48 hours in advance of closing.

- 18. Rights or claims, if any, arising or existing under the laws, treaties or Constitution of the United States with respect to Indians, including but not limited to those rights or claims asserted in certain actions entitled "The Cayuga Indian Nation of New York, by its Chiefs, Franklin Patterson, James Leaffe, et als, -VS- Hugh L. Carey as Governor of the State of New York als., Civil Action No.80-W-T30-United States Court Northern District of New York".
- 19. Subject to the rights of tenants or others in possession.

(A) MUN. DEPT. SEARCHES

H & B _____
Fire _____
C. O. _____
Oil Burner Permit _____
Dept. of Health _____
Air Pollution _____
Dept. of Highway _____

(B) SURVEY

New or use existing
Surveyor _____
Ordered _____, received _____
Certified to _____

(C) MORTGAGE: Existing V.A.
Conventional F.H.A.

Application for mortgage to _____

Commitment received from _____, on _____

Expiration date of commitment _____, for \$ _____, _____ years at _____ %.

(D) LEASES: existing _____, to be made with _____

(E) MISCELLANEOUS ITEMS:

- Pay-off letter
- Certificate of Reduct.
- Combustible Permit
- C. of O's
- Electrical Inspect. Cert.
- Elevator Cert.
- Fire Underwriter Cert.
- Keys
- L.R.O. Orders
- Leases

(F) CLOSING DOCUMENTS

- Affidavit of Title
- Assign of Contract
- Assign of Mortgage
- Broker's Contract
- Deed
- Extension Agreements
- Estoppel Certificates
- Owner
- Lienor
- Landlord
- Lease
- Mortgage
- Bond or Note
- Satisfaction

MATTERS TO BE DISPOSED OF SUBSEQUENT TO CLOSING

(G) ITEMS TO BE RECEIVED BY MAIL

deed lease mortgage
Received on _____
Recorded on _____, Book _____ page _____
Title Policy received _____
Endorsements received _____
Commission received _____
Other items: _____

(G) NOTICES TO BE SENT BY MAIL

Notice to	date
Tax Collector	<input type="checkbox"/> _____
Mortgagees	<input type="checkbox"/> _____
Tenants	<input type="checkbox"/> _____
Rent Office	<input type="checkbox"/> _____
Dept. of Bldgs.	<input type="checkbox"/> _____
Insurance Cos.	<input type="checkbox"/> _____
Others	_____

(H) ITEMS TO BE FORWARDED TO CLIENT

	date mailed	
deed	<input type="checkbox"/> _____	Other: _____ _____ _____
mortgage	<input type="checkbox"/> _____	
bond or note	<input type="checkbox"/> _____	
Title policy	<input type="checkbox"/> _____	
Ins. policy	<input type="checkbox"/> _____	

CHICAGO TITLE INSURANCE COMPANY

Regional Main Office
1211 Avenue of the Americas
New York, New York 10036-8701

EXHIBIT C

Operating expenses include miscellaneous service contracts.

EXHIBIT D

The Seller has engaged the firm of Webber Wood Medinger in connection with the transactions contemplated by this Agreement.



TRW Inc.

Executive Offices
1900 Richmond Road
Cleveland, OH 44124

Office of Counsel

VIA AIRBORNE

Robert E. Barry, Esq.
Boyle & Anderson, P.C.
110 Genesee Street
Suite 300
Auburn, NY 13021

Re: TRW to L.P.W. Development, LLC
Union springs, New York Property

Dear Bob:

Enclosed for tomorrow's closing of the above referenced transaction are the following documents:


1. Bargain and Sale Deed with Covenant Against Grantor dated December 15, 1997;
2. Real Property Transfer Report;
3. Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (for the Deed);
4. Easement Agreement dated as of December 15, 1997; and
5. Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (for the Easement).

Each of these documents has been executed on behalf of TRW.

These documents are delivered to you in escrow pending my telephonic approval for you to release these documents at the closing.

Many thanks for your assistance. Please call me if you have any questions.

Very truly yours,


James F. Mulhern
Senior Counsel
(216) 291-7222

/jk

Enclosures

THIS INDENTURE, made the 15th day of December, nineteen hundred and ninety-seven.

BETWEEN TRW, INC.
1900 Richmond Road, Cleveland, OH 44124,

a corporation organized under the laws of Ohio,

party of the first part, and

L P W DEVELOPMENT, LLC
18 Garfield Street, Auburn, NY 13021,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----One and 00/100ths-----(\$1.00)-----Dollars,

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,

it's successors and assigns forever,

ALL

that certain plot, piece or parcel of land, with buildings and improvements thereon, as described in Schedule A, attached hereto and incorporated herein, subject to the Deed Restrictions set forth in Schedule B attached hereto and incorporated herein,

TOGETHER with the appurtenances and all the estate and rights of the part y 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, it's successors and assigns forever.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

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

IN WITNESS WHEREOF, the 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.

In presence of:

TRW, INC.

(SEAL)

By Ronald D. Sugar
Ronald D. Sugar
Executive Vice President

STATE OF OHIO, COUNTY OF CUYAHOGA ss.:

On the 15th day of December 1997, before me came Ronald D. Sugar to me known, who, being by me duly sworn, did depose and say that he resides in Ohio President

that he is the Executive Vice of TRW, INC., 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.

HARRIET A. DAVIDSON
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Aug. 24, 2002

Harriet A Davidson
Notary Public

DEED

Dated, December 15, 1997
The land affected by the within instrument lies in Cuyahoga County

Record and return to

Schedule A to Bargain and Sale Deed with
Covenant against Grantor dated December 15, 1997

PARCEL A

All that tract or parcel of land, situate in the Village of Union Springs, County of Cayuga and State of New York, and being a part of lot 99 E.C.R., bounded and described as follows:

BEGINNING at a point and existing iron pipe set in the southwest corner of lands of General Products Corp. (Gulf & Western Manufacturing Company), and running thence westerly on a continuation thereof 100.62 feet to a point and iron pipe; thence northwesterly at an interior angle of $108^{\circ} 29'$ with the last described line 408.20 feet to a point and iron pipe; thence easterly at an interior angle of $85^{\circ} 52'$ with the last described line 95.77 feet to a point and iron pipe; thence southerly at an interior angle of $94^{\circ} 08'$ with the last described line 435.20 feet to the place of beginning. The last described line herein making an interior angle of $71^{\circ} 31'$ with the first line herein described.

The above described premises are shown and designated as Parcel A on a map of survey made for General Products Corp. by John F. Papalia, P.L.S., #35425, and dated May 11, 1978, and amended on October 19, 1978 to show parcels A & B. Said map is not filed in Cayuga County Clerk's Office.

PARCEL B

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, and being part of Town Lot 98 therein and more particularly bounded and described as follows: BEGINNING at the intersection of the northerly line of Chapel Street with the westerly line of Salem Street, running thence north $2^{\circ} 52'$ east along the westerly line of said Salem Street 379.00 feet to the south line of Green Street; thence north $71^{\circ} 26'$ west along the southerly line of Green Street 205.81 feet; thence north $5^{\circ} 34'$ east 134.36 feet; thence south $87^{\circ} 11'$ east 191.98 feet to the west line of Salem Street; thence north $2^{\circ} 52'$ east along said westerly line 59.1 feet; thence south $83^{\circ} 30'$ east 3.5 feet to the southwest corner of lands now owned by the Estate of Fannie Hecht; thence north $6^{\circ} 30'$ east along the west line of Hecht's land 462.32 feet; thence north $87^{\circ} 00'$ west 1103.5 feet to the east line of the L.V.R.R. Co. land; thence southerly along the said railroad company's land and 49.5 feet easterly from the center line thereof measured at right angles thereto 239 feet; thence westerly along the south side of the canal about 18 feet to a point 33 feet easterly from the center line of the said railroad, measured at right angles thereto; thence southerly along the said railroad company's land and 33 feet easterly from the center line thereof and measured at right angles thereto to 208 feet to the north line of lands formerly owned by James Wood and now owned by the Village of Union Springs; thence south $83^{\circ} 30'$ east along said north line 543 feet; thence south $2^{\circ} 23'$ west 435.2 feet; thence south $69^{\circ} 08'$ east 240 feet; thence south $18^{\circ} 54'$ west 118.05 feet to the north line of Chapel Street; thence south $69^{\circ} 08'$ along the north line of Chapel Street 174.58 feet to the place of beginning.

Hereby intending to describe Parcels A, B, C, D, N, P and R as shown on a

survey of the above premises made by R.P. Marren, surveyor, and dated February 13, 1957, which map was filed in the Cayuga County Clerk's Office on March 7, 1957 in Book AA of Filed Maps at Page 38 and 39.

EXCEPTING AND RESERVING all that tract or parcel of land situate in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, bounded and described as follows: BEGINNING at the point of intersection of the south side of the Canal running westerly from the pond east of the factory building on premises of said General Products Corporation to Cayuga Lake with the east line of the right-of-way of the Lehigh Valley Railroad Company, which point is 33' easterly from the center line of said Railroad, measured at right angles thereto; thence southerly along the said Railroad Company's land and 33' easterly from the center line thereof and measured at right angles thereto 308' to the north line of lands formerly owned by James Wood and now owned by the Village of Union Springs; thence S 83° 30' E along said north line 250'; thence in a northwesterly direction and parallel with the first course hereinabove described, that is, easterly boundary line of said Railroad Company's land, a distance of about 208' to the south side of the Canal; thence westerly along the south side of said Canal a distance of 250' and to the place of beginning, and being a portion of Parcel A, as shown on a survey of premises of General Products Corporation made by R.P. Marren, surveyor, dated February 13, 1957, which map was filed in the Cayuga Clerk's Office on March 7, 1957, in Book AA of filed maps at Page 38-39, and being the same premises conveyed by General Products Corporation, a New York corporation to the Village of Union Springs, New York by Quit Claim Deed dated June 22, 1962, recorded in the Cayuga County Clerk's Office in Book 325 of Deeds at Page 658 on the 26th day of June, 1962.

Further excepting therefrom the following parcel of land conveyed to the Village of Union Springs by deed Liber 586 Cp. 98:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, County of Cayuga and State of New York and being a part of Lot 98 E.C.R. bounded and described as follows:

BEGINNING at a point and iron pipe set in the southeast corner of a parcel of land conveyed by General Products Corp. to the Village of Union Springs by deed dated June 22, 1962, and recorded in the Cayuga County Clerk's Office in Book 325 of Deeds at page 658 and running thence easterly along the south line of lands of said General Products Corp. 60.0 feet to a point and iron pipe; thence northerly at right angles to the last described line 433.15 feet to a point and iron pipe set in the north line of lands of said corporation; thence westerly at an interior angle of 86°-30' with the last described line 499.41 feet to a point in the easterly right-of-way line of the now abandoned Lehigh Valley Railroad; thence southerly along the easterly line of said railroad lands 239.0 feet to a point in the north line of lands of the Village of Union Springs; thence easterly along the northerly line of said village 250.0 feet to a point and iron pipe set in the northeast corner of lands conveyed to the Village of Union Springs by said General Products Corp.; thence southerly at an exterior angle of 115°-25' with the last described line 208.0 feet to the place of

beginning.

The above described premises are a portion of lands of said General Products Corp. and are shown and designated as Parcel B on a map of survey made by John F. Papalia, PLS. No. 35425, dated May 11, 1978, and amended on October 19, 1978, to show parcels A & B.

The above two excepted parcels, when taken together, being and intended to be all of that certain tax lot designated on the tax maps of the Village of Union Springs, Cayuga County, New York as Map No. 141.09-1-19 (as said map existed on January 5, 1985).

Together with all of the right, title and interest of the certified owner herein in and to a certain Grants of Right to maintain an encroachment dated March 11, 1957 and August 19, 1960 granted by Marco Hecht to Gulf & Western Manufacturing Company (Systems) and its successors or assigns.

Parcel B-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, County of Cayuga and State of New York, more particularly described as follows: Being the house and lot formerly owned by Edward McKnight, now or formerly, in said Village of Union Springs, N.Y. and bounded on the east by Salem Street, on the south by road or lane running to the old tile yard, on the west by lands of said C. T. Backus, now or formerly, and on the north by lands of said C. T. Backus, now or formerly.

TOGETHER WITH the right, title and interest of the grantor herein in and to any strips and/or gores lying within or among Parcels A, B and B-1 aforescribed.

Said parcels A, B and B-1, when taken together, being and intending to be all of that certain tax lot designated on the tax maps of the Village of Union Springs, Cayuga County, New York as Map No. 141.09 Block 98 Lot 21 (as said map existed on January 5, 1985).

Parcel C

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Union Springs, County of Cayuga and State of New York, being a part of Lot No. 98 East Cayuga Reservation, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the east line of Salem Street with the south line of Green Street and running thence easterly along the south line of Green Street 118.37 feet to a point and iron pipe set in the northwest corner of lands of Harold G. Crane as shown on a Map of Survey by R.P. Marren, a copy of which map is filed in the Cayuga County Clerk's Office as Map No. 71-39; thence southerly at an interior angle of 89°-39' with the last described line 178.2 feet to a point and wood stake; thence westerly at an

interior angle of 87°-29' with the last described line 65.45 feet to a point and iron pipe set in the easterly line of Salem Street; thence northerly at an interior angle of 108°-48' with the last described line 181.91 feet to a point and place of BEGINNING.

The above parcel of land is shown on a Map of Survey made by John F. Papalia, PLS., dated February 20, 1979, and is the same premises conveyed by different description to Raymond Wilsey by Kenneth Weldon by deed dated January 20, 1973, and recorded in said Clerk's Office in Book 412 of Deeds at Page 99.

Parcel D

All that tract or parcel of land situate in the Village of Union Springs, County of Cayuga and State of New York, being a part of Lot No. 98 of the East Cayuga Reservation, so called, and bounded and described as follows: BEGINNING at a point on the center of the Lake Road, three chains and seventy-nine links (250.14 ft.) southerly from the intersection of the said Lake Road with the north line of said lot 98; thence south seven degrees west along the center of said Lake Road 523.38 ft.; thence north eighty-three degrees thirty minutes west 857 ft.; thence north six degrees thirty minutes east and passing 10 ft. east from the southeast corner of the Old Stone Mill, now occupied as a factory building by the General Products Corporation 462.32 ft.; thence south eighty-seven degrees east along the center line of a public road 863 ft. to the place of beginning.

EXCEPTING AND RESERVING to the public that part of the public roads or streets which is included in the above description for highway purposes.

BEING A parcel of land off from the east side of lands heretofore conveyed to General Products Corporation by Fred E. Allen and May C. Allen, his wife, by Warranty Deed dated January 3, 1933, and recorded in the Cayuga County Clerk's Office in Book 2 of Reservation Deeds at Page 598.

Parcel E

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Union Springs, County of Cayuga and State of New York, being a part of Great Lot 98 of the East Cayuga Reservation as shown on a survey map attached hereto, said map prepared by Raymond J. Wojciulewicz, Land Surveyor, the said parcel being bounded and described as follows:

BEGINNING at the intersection of the east line of Salem Street and the north line of Chapel Street; thence westerly along the westerly extension of said north line of Chapel Street, a distance of 41.95 feet to the intersection with the west line of Salem Street, said point of intersection also being the southeasterly corner of lands of the Grantees herein; thence northerly along said west line of Salem Street, forming an interior angle of 107°-32'-10" with the north line of Chapel Street, a distance of 382.66 feet to a point, said point being the intersection of the west line of Salem Street with the westerly extension of the south line of Green Street; thence easterly along the westerly

extension of the south line of Green Street, forming an interior angle of $74^{\circ}-01'-10''$ with the west line of Salem Street, a distance of 41.61 feet to the east line of Salem Street; thence southerly along said east line of Salem Street, forming an interior angle of $105^{\circ}-58'-50''$ with the westerly extension of the south line of Green Street, a distance of 383.84 feet to the point and place of beginning, the east line of Salem Street forming an interior angle of $72^{\circ}-27'-50''$ with the north line of Chapel Street.

It being the intent herein to convey all that portion of the right-of-way of Salem Street between the north line of Chapel Street and the westerly extension of the south line of Green Street.

**Schedule B to Bargain and Sale Deed with Covenant against Grantor
dated December 15, 1997**

There shall be no use of the real property described in Schedule A attached to and incorporated into this Bargain and Sale Deed with Covenant against Grantor (the "Property") that would result in grading, excavating, mining, drilling or other use or development which would disturb soils, subsoils or groundwater, except for (i) activities approved by TRW Inc. or its successors or assigns or (ii) required or permitted pursuant to the terms of any easement in effect as of the date of said deed.

The Property shall be owned, held, transferred, sold, conveyed, leased used and/or occupied subject to these restrictions.

These restrictions shall run with the land and shall be binding upon all persons having right, title or interest in any part of the Property. Any deed, lease or other transfer document will specifically refer to these restrictions, amendments or modifications, if any, by stating liber and pages of the Cayuga County records in which they are recorded.

TRW Inc. and its successors and assigns and their authorized representatives may enforce the restrictions set forth herein by legal action in a court of competent jurisdiction. Access over and through the Property is hereby granted to TRW Inc. and its successors and assigns and their authorized representatives for the purpose of inspecting the Property to insure compliance with, and allow enforcement of, these restrictions.

These restrictions shall not be amended, modified or terminated except by written instrument by and between the then current owner(s) of the Property and TRW Inc. or its successors or assigns.

* FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

C3. Book C4. Page



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217

RP-5217 Rev 7/95

PROPERTY INFORMATION

1. Property Location Salem Street

Springport Union Springs 13160

2. Buyer Name L P W DEVELOPMENT, LLC

3. Tax Billing Address

4. Indicate the number of Assessment Roll parcels transferred on the deed 3 # of Parcels OR Part of a Parcel

5. Deed Property Size 181.91' x 116.37' +/- 2.170 ACRES

Seller Name TRW, INC.

7. Check the box below which most accurately describes the use of the property at the time of sale: A One Family Residential B 2 or 3 Family Residential C Residential Vacant Land D Non-Residential Vacant Land E Agricultural F Commercial G Apartment H Entertainment / Amusement I Community Service J Industrial K Public Service L Forest

SALE INFORMATION

11. Sale Contract Date 09 / 25 / 97

12. Date of Sale / Transfer

13. Full Sale Price 2000000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale -0-00

15. Check one or more of these conditions as applicable to transfer:

- A Sale Between Relatives or Former Relatives B Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seller D Buyer or Seller is Government Agency or Lending Institution E Deed Type not Warranty or Bargain and Sale (Specify Below) F Sale of Fractional or Less than Fee Interest (Specify Below) G Significant Change in Property Between Taxable Status and Sale D H Sale of Business is Included in Sale Price I Other Unusual Factors Affecting Sale Price (Specify Below) J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

Year of Assessment Roll from which information taken 97 17. Total Assessed Value (of all parcels in transfer) 1167400

18. Property Class 19. School District Name Union Springs Central

20. Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional identifier(s)) 141.09-1-21 141.13-1-1 141.09-1-22

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

L P W DEVELOPMENT, LLC

By: / / 97 BUYER SIGNATURE DATE

18 Garfield Street Auburn NY 13021

SELLER

BUYER'S ATTORNEY

Barry Robert E. LAST NAME FIRST NAME

315 253-0326 AREA CODE TELEPHONE NUMBER

NEW YORK STATE

State Department of Taxation and Finance
**Combined Real Estate
 Transfer Tax Return and
 Credit Line Mortgage Certificate**

See instructions (TP-584-1) before completing this form. Please print or type.
Schedule A — Information Relating to Conveyance

Grantor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Name (if individual; last, first, middle initial)	TRW, INC.		Social Security Number	
	Mailing address	1900 Richmond Road		Social Security Number	
Grantee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other - LLC	City	State	ZIP code	Federal employer ident. number	
	Cleveland	OH	44124	34 0575430	
	Name (if individual; last, first, middle initial)	L P W DEVELOPMENT, LLC		Social Security Number	
	Mailing address	18 Garfield Street		Social Security Number	
	City	State	ZIP code	Federal employer ident. number	
	Auburn	NY	13021		

Location and description of property conveyed

tax map designation	Address	City/Village	Town	County
Section Block Lot				
141.09 1 21	Salem Street	Union Springs	Springport	Cayuga
141.09 1 22				
141.13 1 1				

Type of property conveyed (check applicable box)

1 - 3 family house
 Residential cooperative
 Residential condominium
 Vacant land
 5 Commercial/Industrial
 6 Apartment building
 7 Office building
 8 Other

Date of conveyance: month day year 97

Percentage of real property conveyed which is residential real property --%

Condition of conveyance (check all that apply)

Conveyance of fee interest
 Acquisition of a controlling interest (state percentage acquired _____%)
 Transfer of a controlling interest (state percentage transferred _____%)
 Conveyance to cooperative housing corporation
 Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)
 Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
 Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
 Conveyance of cooperative apartment(s)
 Syndication
 Conveyance of air rights or development rights
 Contract assignment
 Option assignment or surrender
 Leasehold assignment or surrender
 Leasehold grant
 Conveyance of an easement
 Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III)
 Conveyance of property partly within and partly without the state
 Other (describe) _____

Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)

Part I — Computation of Tax Due

Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) Exemption claimed

1	200,000	00
2	()	
3	200,000	00
4	800	00
5	()	
6	800	00

Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More

1	
2	
3	

Use make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12245-5045

Amount received	Part I \$	Date received	Transaction number
	Part II \$		

17-304 (1/95) (copy)
Schedule B — (continued)

Part III — Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal bankruptcy act..... h
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k
- l. Other (attach explanation)..... l

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

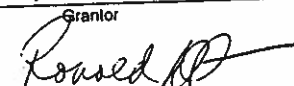
Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1 The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2 The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trust for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being so or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
 - Other (attach detailed explanation).
- 3 The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantees(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, and complete.

TRW, INC.	Executive Vice	President	L P W DEVELOPMENT, LLC	Title
Grantor	Title	Grantee		
BY: 	12/15/97	BY:		Me
Ronald D. Sugar				

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C? If so, did you complete TP-584.1? Have you attached your check(s) made payable to the county clerk where recording is required, or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTB-Transfer Tax, PO Box 5045, Albany NY 12242.

EXHIBIT A

Said premises are described in the Schedule A Description to the Certificate for Title Insurance Issued by Chicago Title Insurance Company dated September 10, 1997 and attached hereto as Exhibit B-1.

EXHIBIT A-1

Personal property and fixtures that are located at but not included in said premises and that will remain the property of the Seller:

- (i) Corrugated packaging materials;
- (ii) Wave solder machine;
- (iii) Card reader entry control system;
- (iv) Miscellaneous office furniture and equipment, including computer and phone equipment;
- (v) Sony assembly line;
- (vi) Racking systems;
- (vii) Miscellaneous items to be identified by the Seller prior to the Closing Time;
- (viii) Groundwater remediation system (located in basement of old mill);
- (ix) Building maintenance supplies and parts (located in basement of old mill).

It is the parties' intent that (a) the Seller will remove items (i) through and including (iv) above from said premises prior to the Closing Time, (b) the Seller and the Buyer will negotiate mutually acceptable arrangements with respect to items (v) through and including (vii) above prior to the Closing Time and (c) the Seller will be entitled to maintain items (viii) and (ix) at the Premises after the Closing Time at no cost or charge to the Seller.

EXHIBIT B

Said premises shall be conveyed subject to the following:

1. Real estate taxes for the current fiscal period not yet due and payable.
2. Betterment assessments becoming a lien after the date of this Agreement.
3. Zoning, building and environmental protection laws.
4. Any state of facts an inspection and current survey of the Property would reveal.
5. Those matters listed in the Certificate for Title Insurance Issued by Chicago Title Insurance Company dated September 10, 1997 and attached hereto as Exhibit B-1, excepting only that it is the intent of the parties to obtain a policy of title insurance that will insure over the exception listed in item 18 of Schedule B thereto..

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of this 15th day of December, 1997, by and between L P W DEVELOPMENT, LLC, a New York limited liability company ("LPW"), with offices at 18 Garfield St., Auburn, New York 13021, and TRW INC., an Ohio corporation ("TRW"), with offices at 1900 Richmond Road, Cleveland, Ohio 44124.

WHEREAS, TRW has conveyed to LPW certain real property located in Cayuga County, New York, more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, TRW desires access on, over and across the Property for the purpose of (i) gaining access to certain ground water extraction wells, recovery wells, monitoring wells, test wells, discharge points and/or other similar environmental monitoring equipment (collectively, "Environmental Devices") which are now located on the Property or which TRW determines to construct, operate or maintain on the Property pursuant to any rule, regulation, order or request of or agreement with any governmental authority, and (ii) conducting environmental activities, including, without limitation, investigating, studying, remediating, treating, excavating and/or removing soil ("Environmental Activities") on the Property as determined by TRW to be appropriate pursuant to any rule, regulation, order or request of or agreement with any governmental authority;

WHEREAS, TRW desires access on, over, under and across the Property for the purpose of (i) constructing, operating or maintaining on the Property any such Environmental Devices, (ii) constructing, operating and maintaining any underground pipeline or pipelines connecting any Environmental Devices constructed, operated and maintained by TRW on the Property with other wells or similar Environmental Devices constructed, operated and maintained by TRW on the Property and/or (iii) conducting Environmental Activities on the Property; and

WHEREAS, in partial consideration of the conveyance of the Property by TRW to LPW, LPW has agreed to grant to TRW a non-exclusive easement for ingress and egress over and across the Property and a non-exclusive easement for the construction, operation or maintenance of Environmental Devices on the Property and for the conduct of Environmental Activities on the Property.

NOW, THEREFORE, in consideration of ten Dollars (\$10.00), the conveyance of the Property by TRW to LPW and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

WALKWAY AND DRIVEWAY EASEMENT

1.1 LPW does hereby give, grant, bargain, sell and convey to TRW, its successors and assigns, a non-exclusive easement and right of way on, over and across all roadways and driveways now or hereafter located upon the Property, such easement and right-of-way to be used by TRW, its successors, assigns, agents, employees and invitees for the purpose of gaining pedestrian or vehicular access to the Environmental Devices now in existence or hereafter constructed on the Property and for conducting any other Environmental Activities on the Property.

TO HAVE AND TO HOLD the aforesaid easement and right-of-way to TRW and its successors and assigns for as long as TRW or its successors or assigns determine to construct, maintain, operate or inspect any Environmental Devices on the Property and/or conduct any Environmental Activities on the Property pursuant to any rule, regulation, order or request of or agreement with any governmental authority.

1.2 LPW agrees not to erect, permit or suffer any obstruction which will materially interfere with TRW's access to Environmental Devices then existing on the Property or to any Environmental Activities then being conducted on the Property by or on behalf of TRW.

ARTICLE II

ENVIRONMENTAL MONITORING EQUIPMENT AND PIPELINE EASEMENTS

2.1 LPW does hereby give, grant, bargain, sell and convey to TRW, its successors and assigns, a nonexclusive easement and right-of-way on, over, under and across the Property, such easement and right-of-way to be used by TRW, its successors, assigns, agents, employees and invitees solely for the following purposes:

- a. constructing, operating, inspecting and maintaining Environmental Devices on the Property, including any Environmental Devices located within buildings located on the Property, provided, however, that except in emergency circumstances, access to the interior of any building on the Property shall be upon reasonable notice to LPW and shall occur during times reasonably convenient to LPW and its tenants.

- b. constructing, operating, inspecting and maintaining any pipeline connecting the Environmental Devices on the Property with other Environmental Devices on the Property; and
- c. conducting any Environmental Activities on the Property.

TO HAVE AND HOLD the aforesaid easement and right-of-way to TRW and its successors and assigns for as long as TRW or its successors or assigns determine to construct, maintain, operate or inspect any Environmental Devices on the Property and/or conduct any Environmental Activities on the Property pursuant to any rule, regulation, order or request of, or agreement with, any governmental authority.

2.2 The location of all future Environmental Devices and pipelines on the Property shall be subject to the advance written consent of LPW, which consent shall not be unreasonably withheld. TRW covenants that it shall use all reasonable efforts to locate, construct, operate, inspect and maintain any such Environmental Devices and pipelines and to conduct any Environmental Activities in a manner which does not materially interfere with LPW's use of the Property. With respect to Environmental Devices installed on the Property and Environmental Activities conducted on the Property by TRW on or after the date hereof, and subject to the provisions of Section 2.4 below, TRW covenants that when such devices are no longer in use and have been determined not to be required for future use or when such activities have been completed, as the case may be, TRW will restore the premises, buildings and improvements on the Property to a condition as good as that immediately prior to TRW's installation of such devices or conducting such activities.

2.3 LPW covenants that, promptly after it receives written advice from TRW relative thereto, it (i) shall inform its employees, agents, invitees and lessees who have access to the Property of the location and nature of the Environmental Devices on the Property and of any Environmental Activities conducted or to be conducted on the Property, (ii) shall not interfere with the construction, operation or maintenance of the Environmental Devices or the conduct of any Environmental Activities on the Property and (iii) shall provide in any lease for all or any portion of the Property that its lessees shall not interfere with the construction, operation or maintenance of any Environmental Devices or the conduct of any Environmental Activities on the Property.

2.4 The Environmental Devices installed by TRW on or under the Property shall remain the property of TRW, and LPW shall have no interest of whatsoever nature in the Environmental Devices. All such Environmental Devices on or under the Property shall be removed or, in the case of wells or underground pipelines and devices, abandoned in place (in accordance with applicable

regulatory requirements) by TRW or its successors or assigns when the same are no longer actively in use and are determined not to be required for future use.

2.5 LPW shall provide any heat or power reasonably requested by TRW in connection with the construction, operation, inspection and maintenance of any Environmental Devices and/or the conduct of any Environmental Activities on the Property.

ARTICLE III

INDEMNITY

3.1 TRW shall indemnify, defend and save LPW harmless from any liability, loss, damage, cost or expense which arises out of or results from any negligent or willful act or omission of TRW, its agents, employees or invitees in the construction, operation and maintenance of the Environmental Devices and the conduct of any Environmental Activities on the Property, subject to Section 3.2 below.

3.2 LPW shall indemnify, defend and save TRW harmless from any liability, loss, damage, cost or expense which arises out of or results from any negligent or willful act or omission of LPW, its agents, employees, invitees or lessees violating this Agreement or damaging any Environmental Devices on the Property or interfering with the construction, operation and maintenance of any Environmental Devices or the conduct of any Environmental Activities on the Property.

ARTICLE IV

COVENANTS RUNNING WITH THE LAND

4.1 All the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors-in-interest.

ARTICLE V

FURTHER ASSURANCES

5.1 LPW covenants that it shall, without further cost or expense to TRW, execute and deliver such additional documents or instruments, or take further action as TRW may reasonably request to effectuate the easements granted to TRW in this Agreement.

IN WITNESS WHEREOF, LPW and TRW have hereunto set their hands on the day and year first written above.

Signed and Acknowledged
In the Presence of:

L P W DEVELOPMENT, LLC

(as to both)

(as to both)

By _____

Name _____

Title _____

And By _____

Name _____

Title _____

Grant Hall

(as to both)

[Signature]

(as to both)

TRW INC.

By *Ronald D. Sugar*

Name Ronald D. Sugar

Title Executive Vice President

And By *David B. Goldston*

Name David B. Goldston

Title Assistant Secretary

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

Before me, a Notary Public in and for said County, personally appeared the above name LPW, a New York corporation, by _____ its _____ and _____ its _____ who acknowledged that they did sign the foregoing instrument on behalf of such corporation by authority of its Board of Directors and that the same is the free act and deed of such corporation and their free act and deed as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Auburn, New York as of the _____ day of December, 1997.

Notary Public
My commission expires _____

Exhibit A to Easement Agreement dated December 15, 1997

PARCEL A

All that tract or parcel of land, situate in the Village of Union Springs, County of Cayuga and State of New York, and being a part of lot 99 E.C.R., bounded and described as follows:

BEGINNING at a point and existing iron pipe set in the southwest corner of lands of General Products Corp. (Gulf & Western Manufacturing Company), and running thence westerly on a continuation thereof 100.62 feet to a point and iron pipe; thence northwesterly at an interior angle of $108^{\circ} 29'$ with the last described line 408.20 feet to a point and iron pipe; thence easterly at an interior angle of $85^{\circ} 52'$ with the last described line 95.77 feet to a point and iron pipe; thence southerly at an interior angle of $94^{\circ} 08'$ with the last described line 435.20 feet to the place of beginning. The last described line herein making an interior angle of $71^{\circ} 31'$ with the first line herein described.

The above described premises are shown and designated as Parcel A on a map of survey made for General Products Corp. by John F. Papalia, P.L.S., #35425, and dated May 11, 1978, and amended on October 19, 1978 to show parcels A & B. Said map is not filed in Cayuga County Clerk's Office.

PARCEL B

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, and being part of Town Lot 98 therein and more particularly bounded and described as follows: BEGINNING at the intersection of the northerly line of Chapel Street with the westerly line of Salem Street, running thence north $2^{\circ} 52'$ east along the westerly line of said Salem Street 379.00 feet to the south line of Green Street; thence north $71^{\circ} 26'$ west along the southerly line of Green Street 205.81 feet; thence north $5^{\circ} 34'$ east 134.36 feet; thence south $87^{\circ} 11'$ east 191.98 feet to the west line of Salem Street; thence north $2^{\circ} 52'$ east along said westerly line 59.1 feet; thence south $83^{\circ} 30'$ east 3.5 feet to the southwest corner of lands now owned by the Estate of Fannie Hecht; thence north $6^{\circ} 30'$ east along the west line of Hecht's land 462.32 feet; thence north $87^{\circ} 00'$ west 1103.5 feet to the east line of the L.V.R.R. Co. land; thence southerly along the said railroad company's land and 49.5 feet easterly from the center line thereof measured at right angles thereto 239 feet; thence westerly along the south side of the canal about 18 feet to a point 33 feet easterly from the center line of the said railroad, measured at right angles thereto; thence southerly along the said railroad company's land and 33 feet easterly from the center line thereof and measured at right angles thereto to 208 feet to the north line of lands formerly owned by James Wood and now owned by the Village of Union Springs; thence south $83^{\circ} 30'$ east along said north line 543 feet; thence south $2^{\circ} 23'$ west 435.2 feet; thence south $69^{\circ} 08'$ east 240 feet; thence south $18^{\circ} 54'$ west 118.05 feet to the north line of Chapel Street; thence south $69^{\circ} 08'$ along the north line of Chapel Street 174.58 feet to the place of beginning.

Hereby intending to describe Parcels A, B, C, D, N, P and R as shown on a

survey of the above premises made by R.P. Marren, surveyor, and dated February 13, 1957, which map was filed in the Cayuga County Clerk's Office on March 7, 1957 in Book AA of Filed Maps at Page 38 and 39.

EXCEPTING AND RESERVING all that tract or parcel of land situate in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, bounded and described as follows: BEGINNING at the point of intersection of the south side of the Canal running westerly from the pond east of the factory building on premises of said General Products Corporation to Cayuga Lake with the east line of the right-of-way of the Lehigh Valley Railroad Company, which point is 33' easterly from the center line of said Railroad, measured at right angles thereto; thence southerly along the said Railroad Company's land and 33' easterly from the center line thereof and measured at right angles thereto 208' to the north line of lands formerly owned by James Wood and now owned by the Village of Union Springs; thence S 83° 30' E along said north line 250'; thence in a northwesterly direction and parallel with the first course hereinabove described, that is, easterly boundary line of said Railroad Company's land, a distance of about 208' to the south side of the Canal; thence westerly along the south side of said Canal a distance of 250' and to the place of beginning, and being a portion of Parcel A, as shown on a survey of premises of General Products Corporation made by R.P. Marren, surveyor, dated February 13, 1957, which map was filed in the Cayuga Clerk's Office on March 7, 1957, in Book AA of filed maps at Page 38-39, and being the same premises conveyed by General Products Corporation, a New York corporation to the Village of Union Springs, New York by Quit Claim Deed dated June 22, 1962, recorded in the Cayuga County Clerk's Office in Book 325 of Deeds at Page 658 on the 26th day of June, 1962.

Further excepting therefrom the following parcel of land conveyed to the Village of Union Springs by deed Liber 586 Cp. 98:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, County of Cayuga and State of New York and being a part of Lot 98 E.C.R. bounded and described as follows:

BEGINNING at a point and iron pipe set in the southeast corner of a parcel of land conveyed by General Products Corp. to the Village of Union Springs by deed dated June 22, 1962, and recorded in the Cayuga County Clerk's Office in Book 325 of Deeds at page 658 and running thence easterly along the south line of lands of said General Products Corp. 60.0 feet to a point and iron pipe; thence northerly at right angles to the last described line 433.15 feet to a point and iron pipe set in the north line of lands of said corporation; thence westerly at an interior angle of 86°-30' with the last described line 499.41 feet to a point in the easterly right-of-way line of the now abandoned Lehigh Valley Railroad; thence southerly along the easterly line of said railroad lands 239.0 feet to a point in the north line of lands of the Village of Union Springs; thence easterly along the northerly line of said village 250.0 feet to a point and iron pipe set in the northeast corner of lands conveyed to the Village of Union Springs by said General Products Corp.; thence southerly at an exterior angle of 115°-25' with the last described line 208.0 feet to the place of

beginning.

The above described premises are a portion of lands of said General Products Corp. and are shown and designated as Parcel B on a map of survey made by John F. Papalia, PLS. No. 35425, dated May 11, 1978, and amended on October 19, 1978, to show parcels A & B.

The above two excepted parcels, when taken together, being and intended to be all of that certain tax lot designated on the tax maps of the Village of Union Springs, Cayuga County, New York as Map No. 141.09-1-19 (as said map existed on January 5, 1985).

Together with all of the right, title and interest of the certified owner herein in and to a certain Grants of Right to maintain an encroachment dated March 11, 1957 and August 19, 1960 granted by Marco Hecht to Gulf & Western Manufacturing Company (Systems) and its successors or assigns.

Parcel B-1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, County of Cayuga and State of New York, more particularly described as follows: Being the house and lot formerly owned by Edward McKnight, now or formerly, in said Village of Union Springs, N.Y. and bounded on the east by Salem Street, on the south by road or lane running to the old tile yard, on the west by lands of said C. T. Backus, now or formerly, and on the north by lands of said C. T. Backus, now or formerly.

TOGETHER WITH the right, title and interest of the grantor herein in and to any strips and/or gores lying within or among Parcels A, B and B-1 aforescribed.

Said parcels A, B and B-1, when taken together, being and intending to be all of that certain tax lot designated on the tax maps of the Village of Union Springs, Cayuga County, New York as Map No. 141.09 Block 98 Lot 21 (as said map existed on January 5, 1985).

Parcel C

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Union Springs, County of Cayuga and State of New York, being a part of Lot No. 98 East Cayuga Reservation, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the east line of Salem Street with the south line of Green Street and running thence easterly along the south line of Green Street 118.37 feet to a point and iron pipe set in the northwest corner of lands of Harold G. Crane as shown on a Map of Survey by R.P. Marren, a copy of which map is filed in the Cayuga County Clerk's Office as Map No. 71-39; thence southerly at an interior angle of 89°-39' with the last described line 178.2 feet to a point and wood stake; thence westerly at an

interior angle of 87°-29' with the last described line 65.45 feet to a point and iron pipe set in the easterly line of Salem Street; thence northerly at an interior angle of 108°-48' with the last described line 181.91 feet to a point and place of BEGINNING.

The above parcel of land is shown on a Map of Survey made by John F. Papalia, PLS., dated February 20, 1979, and is the same premises conveyed by different description to Raymond Wilsey by Kenneth Weldon by deed dated January 20, 1973, and recorded in said Clerk's Office in Book 412 of Deeds at Page 99.

Parcel D

All that tract or parcel of land situate in the Village of Union Springs, County of Cayuga and State of New York, being a part of Lot No. 98 of the East Cayuga Reservation, so called, and bounded and described as follows: BEGINNING at a point on the center of the Lake Road, three chains and seventy-nine links (250.14 ft.) southerly from the intersection of the said Lake Road with the north line of said lot 98; thence south seven degrees west along the center of said Lake Road 523.38 ft.; thence north eighty-three degrees thirty minutes west 857 ft.; thence north six degrees thirty minutes east and passing 10 ft. east from the southeast corner of the Old Stone Mill, now occupied as a factory building by the General Products Corporation 462.32 ft.; thence south eighty-seven degrees east along the center line of a public road 863 ft. to the place of beginning.

EXCEPTING AND RESERVING to the public that part of the public roads or streets which is included in the above description for highway purposes.

BEING A parcel of land off from the east side of lands heretofore conveyed to General Products Corporation by Fred E. Allen and May C. Allen, his wife, by Warranty Deed dated January 3, 1933, and recorded in the Cayuga County Clerk's Office in Book 2 of Reservation Deeds at Page 598.

Parcel E

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Union Springs, County of Cayuga and State of New York, being a part of Great Lot 98 of the East Cayuga Reservation as shown on a survey map attached hereto, said map prepared by Raymond J. Wojciulewicz, Land Surveyor, the said parcel being bounded and described as follows:

BEGINNING at the intersection of the east line of Salem Street and the north line of Chapel Street; thence westerly along the westerly extension of said north line of Chapel Street, a distance of 41.95 feet to the intersection with the west line of Salem Street, said point of intersection also being the southeasterly corner of lands of the Grantees herein; thence northerly along said west line of Salem Street, forming an interior angle of 107°-32'-10" with the north line of Chapel Street, a distance of 382.66 feet to a point, said point being the intersection of the west line of Salem Street with the westerly extension of the south line of Green Street; thence easterly along the westerly

extension of the south line of Green Street, forming an interior angle of $74^{\circ}-01'-10''$ with the west line of Salem Street, a distance of 41.61 feet to the east line of Salem Street; thence southerly along said east line of Salem Street, forming an interior angle of $105^{\circ}-58'-50''$ with the westerly extension of the south line of Green Street, a distance of 383.84 feet to the point and place of beginning, the east line of Salem Street forming an interior angle of $72^{\circ}-27'-50''$ with the north line of Chapel Street.

It being the intent herein to convey all that portion of the right-of-way of Salem Street between the north line of Chapel Street and the westerly extension of the south line of Green Street.

New York State Department of Taxation and Finance
**Combined Real Estate
 Transfer Tax Return and
 Credit Line Mortgage Certificate**

See instructions (TP-584-I) before completing this form. Please print or type.
Schedule A — Information Relating to Conveyance

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor Name (if individual; last, first, middle initial) TRW Inc.	Social Security Number
	Mailing address 1900 Richmond Road	Social Security Number
	City State ZIP code Cleveland OH 44124	Federal employer ident. number 34 0575430
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantee Name (if individual; last, first, middle initial) L P W Development, LLC	Social Security Number
	Mailing address 18 Garfield Street	Social Security Number
	City State ZIP code Auburn NY 13021	Federal employer ident. number

Location and description of property conveyed

Tax map designation	Address	City/Village	Town	County												
<table border="1"> <tr><th>Section</th><th>Block</th><th>Lot</th></tr> <tr><td>141.09</td><td>1</td><td>21</td></tr> <tr><td>141.09</td><td>1</td><td>22</td></tr> <tr><td>141.09</td><td>1</td><td>1</td></tr> </table>	Section	Block	Lot	141.09	1	21	141.09	1	22	141.09	1	1	Salem Street	Union Springs	Springport	Cayuga
Section	Block	Lot														
141.09	1	21														
141.09	1	22														
141.09	1	1														

Type of property conveyed (check applicable box)

- 1 1 - 3 family house
- 2 Residential cooperative
- 3 Residential condominium
- 4 Vacant land
- 5 Commercial/Industrial
- 6 Apartment building
- 7 Office building
- 8 Other

Date of conveyance

month	day	year

Percentage of real property conveyed which is residential real property _____ %
 (see instructions)

Condition of conveyance (check all that apply)

- l. - Conveyance of fee interest
- m. - Acquisition of a controlling interest (state percentage acquired _____ %)
- n. - Transfer of a controlling interest (state percentage transferred _____ %)
- o. - Conveyance to cooperative housing corporation
- p. - Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)
- q. - Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
- r. - Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
- s. - Conveyance of cooperative apartment(s)
- t. - Syndication
- u. - Conveyance of air rights or development rights
- v. - Contract assignment
- w. - Option assignment or surrender
- x. - Leasehold assignment or surrender
- y. - Leasehold grant
- z. - Conveyance of an easement
- aa. - Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III)
- ab. - Conveyance of property partly within and partly without the state
- ac. - Other (describe) **Easement**

Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)

Part I — Computation of Tax Due

Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III).....	<input type="checkbox"/> Exemption claimed	1	- 0 -
Continuing lien deduction (see instructions if property is taken subject to mortgage or lien).....		2	()
Taxable consideration (subtract line 2 from line 1).....		3	- 0 -
Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3		4	- 0 -
Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G).....		5	()
Total tax due* (subtract line 5 from line 4).....		6	- 0 -

Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More

Enter amount of consideration for conveyance (from Part I, line 1).....	1	
Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions).....	2	
Total additional transfer tax due* (1% of line 2).....	3	

Make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12255-5045.

recording officer's use	Amount received	Part I \$ _____	Date received	Transaction number
		Part II \$ _____		

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal bankruptcy act..... h
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k
- l. Other (attach explanation)..... l

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)

- 1 The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 - 2 The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trust for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - Other (attach detailed explanation).
- 3 The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

TRW Inc. _____ 12/15/97 _____
 Grantor Title Grantee Title

 D. Sugar, Executive Vice President

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C-1 or g in Schedule A, did you complete TP-584.1? Have you attached your check(s) made payable to the county clerk where the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check to the Department of Taxation and Finance, directly to the NYS Tax Department, TTB-Transfer Tax, PO Box 5045, Albany NY 12242-0045.

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of this 15th day of December, 1997, by and between L P W DEVELOPMENT, LLC, a New York limited liability company ("LPW"), with offices at 18 Garfield St., Auburn, New York 13021, and TRW INC., an Ohio corporation ("TRW"), with offices at 1900 Richmond Road, Cleveland, Ohio 44124.

WHEREAS, TRW has conveyed to LPW certain real property located in Cayuga County, New York, more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, TRW desires access on, over and across the Property for the purpose of (i) gaining access to certain ground water extraction wells, recovery wells, monitoring wells, test wells, discharge points and/or other similar environmental monitoring equipment (collectively, "Environmental Devices") which are now located on the Property or which TRW determines to construct, operate or maintain on the Property pursuant to any rule, regulation, order or request of or agreement with any governmental authority, and (ii) conducting environmental activities, including, without limitation, investigating, studying, remediating, treating, excavating and/or removing soil ("Environmental Activities") on the Property as determined by TRW to be appropriate pursuant to any rule, regulation, order or request of or agreement with any governmental authority;

WHEREAS, TRW desires access on, over, under and across the Property for the purpose of (i) constructing, operating or maintaining on the Property any such Environmental Devices, (ii) constructing, operating and maintaining any underground pipeline or pipelines connecting any Environmental Devices constructed, operated and maintained by TRW on the Property with other wells or similar Environmental Devices constructed, operated and maintained by TRW on the Property and/or (iii) conducting Environmental Activities on the Property; and

WHEREAS, in partial consideration of the conveyance of the Property by TRW to LPW, LPW has agreed to grant to TRW a non-exclusive easement for ingress and egress over and across the Property and a non-exclusive easement for the construction, operation or maintenance of Environmental Devices on the Property and for the conduct of Environmental Activities on the Property.

NOW, THEREFORE, in consideration of ten Dollars (\$10.00), the conveyance of the Property by TRW to LPW and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

WALKWAY AND DRIVEWAY EASEMENT

1.1 LPW does hereby give, grant, bargain, sell and convey to TRW, its successors and assigns, a non-exclusive easement and right of way on, over and across all roadways and driveways now or hereafter located upon the Property, such easement and right-of-way to be used by TRW, its successors, assigns, agents, employees and invitees for the purpose of gaining pedestrian or vehicular access to the Environmental Devices now in existence or hereafter constructed on the Property and for conducting any other Environmental Activities on the Property.

TO HAVE AND TO HOLD the aforesaid easement and right-of-way to TRW and its successors and assigns for as long as TRW or its successors or assigns determine to construct, maintain, operate or inspect any Environmental Devices on the Property and/or conduct any Environmental Activities on the Property pursuant to any rule, regulation, order or request of or agreement with any governmental authority.

1.2 LPW agrees not to erect, permit or suffer any obstruction which will materially interfere with TRW's access to Environmental Devices then existing on the Property or to any Environmental Activities then being conducted on the Property by or on behalf of TRW.

ARTICLE II

ENVIRONMENTAL MONITORING EQUIPMENT AND PIPELINE EASEMENTS

2.1 LPW does hereby give, grant, bargain, sell and convey to TRW, its successors and assigns, a nonexclusive easement and right-of-way on, over, under and across the Property, such easement and right-of-way to be used by TRW, its successors, assigns, agents, employees and invitees solely for the following purposes:

- a. constructing, operating, inspecting and maintaining Environmental Devices on the Property, including any Environmental Devices located within buildings located on the Property, provided, however, that except in emergency circumstances, access to the interior of any building on the Property shall be upon reasonable notice to LPW and shall occur during times reasonably convenient to LPW and its tenants.

- b. constructing, operating, inspecting and maintaining any pipeline connecting the Environmental Devices on the Property with other Environmental Devices on the Property; and
- c. conducting any Environmental Activities on the Property.

TO HAVE AND HOLD the aforesaid easement and right-of-way to TRW and its successors and assigns for as long as TRW or its successors or assigns determine to construct, maintain, operate or inspect any Environmental Devices on the Property and/or conduct any Environmental Activities on the Property pursuant to any rule, regulation, order or request of, or agreement with, any governmental authority.

2.2 The location of all future Environmental Devices and pipelines on the Property shall be subject to the advance written consent of LPW, which consent shall not be unreasonably withheld. TRW covenants that it shall use all reasonable efforts to locate, construct, operate, inspect and maintain any such Environmental Devices and pipelines and to conduct any Environmental Activities in a manner which does not materially interfere with LPW's use of the Property. With respect to Environmental Devices installed on the Property and Environmental Activities conducted on the Property by TRW on or after the date hereof, and subject to the provisions of Section 2.4 below, TRW covenants that when such devices are no longer in use and have been determined not to be required for future use or when such activities have been completed, as the case may be, TRW will restore the premises, buildings and improvements on the Property to a condition as good as that immediately prior to TRW's installation of such devices or conducting such activities.

2.3 LPW covenants that, promptly after it receives written advice from TRW relative thereto, it (i) shall inform its employees, agents, invitees and lessees who have access to the Property of the location and nature of the Environmental Devices on the Property and of any Environmental Activities conducted or to be conducted on the Property, (ii) shall not interfere with the construction, operation or maintenance of the Environmental Devices or the conduct of any Environmental Activities on the Property and (iii) shall provide in any lease for all or any portion of the Property that its lessees shall not interfere with the construction, operation or maintenance of any Environmental Devices or the conduct of any Environmental Activities on the Property.

2.4 The Environmental Devices installed by TRW on or under the Property shall remain the property of TRW, and LPW shall have no interest of whatsoever nature in the Environmental Devices. All such Environmental Devices on or under the Property shall be removed or, in the case of wells or underground pipelines and devices, abandoned in place (in accordance with applicable

regulatory requirements) by TRW or its successors or assigns when the same are no longer actively in use and are determined not to be required for future use.

2.5 LPW shall provide any heat or power reasonably requested by TRW in connection with the construction, operation, inspection and maintenance of any Environmental Devices and/or the conduct of any Environmental Activities on the Property.

ARTICLE III

INDEMNITY

3.1 TRW shall indemnify, defend and save LPW harmless from any liability, loss, damage, cost or expense which arises out of or results from any negligent or willful act or omission of TRW, its agents, employees or invitees in the construction, operation and maintenance of the Environmental Devices and the conduct of any Environmental Activities on the Property, subject to Section 3.2 below.

3.2 LPW shall indemnify, defend and save TRW harmless from any liability, loss, damage, cost or expense which arises out of or results from any negligent or willful act or omission of LPW, its agents, employees, invitees or lessees violating this Agreement or damaging any Environmental Devices on the Property or interfering with the construction, operation and maintenance of any Environmental Devices or the conduct of any Environmental Activities on the Property.

ARTICLE IV

COVENANTS RUNNING WITH THE LAND

4.1 All the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors-in-interest.

ARTICLE V

FURTHER ASSURANCES

5.1 LPW covenants that it shall, without further cost or expense to TRW, execute and deliver such additional documents or instruments, or take further action as TRW may reasonably request to effectuate the easements granted to TRW in this Agreement.

Attachment A.5
2012 Deed

Cayuga County
Susan M. Dwyer County Clerk
160 Genesee St.
Auburn, NY 13021



60 2012 001 30459

Volm-1493 Pg-306

Instrument Number: 2012- 00130459

As

Recorded On: November 27, 2012

Deed with Rett #

Parties: LPW DEVELOPMENT LLC

To

UNION SPRINGS VILLAGE OF

Billable Pages: 3

Recorded By: CHAD HAYDEN

Num Of Pages: 4

Comment:

**** Examined and Charged as Follows: ****

Deed with Rett #	55.00	Coversheet	5.00	RP5217 Commercial	250.00
TP584 Affidavit	5.00				
Recording Charge:	315.00				
	Amount	Consideration Amount	RS#/CS#		
Transfer Tax	0.00	0.00	795	Basic	0.00
SPRINGPORT				Local	0.00
				Additional	0.00
				Special Additional	0.00
				Transfer	0.00
Tax Charge:	0.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Cayuga County, NY

File Information:

Document Number: 2012- 00130459

Receipt Number: 62753

Recorded Date/Time: November 27, 2012 02:57:00P

Book-Vol/Pg: Bk-D VI-1493 Pg-306

Cashier / Station: E S / Cash Station 2

Record and Return To:

CHAD HAYDEN

6569 ROUTE 90

CAYUGA NY 13034



Susan M Dwyer

Susan M Dwyer
Cayuga County Clerk

WARRANTY DEED

THIS INDENTURE, made this 2nd day of November, 2012.

BETWEEN:

L P W DEVELOPMENT, LLC
P.O. Box 9, Auburn, New York 13021,

GRANTOR,

VILLAGE OF UNION SPRINGS
26 Chapel Street, P.O. Box 99, Union Springs, New York 13160,

GRANTEE.

WITNESSETH, that the Grantor, in consideration of *****ONE and 00/100THS (\$1.00 DOLLAR***** paid by the Grantee, hereby grant and release unto the Grantee, its successors and assigns of the Grantee forever, **SEE SCHEDULE "A" ANNEXED HERETO.** **TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns of the Grantee forever. **AND** the Grantor covenant as follows:

FIRST: The Grantee shall quietly enjoy the said premises.

SECOND: The Grantor will forever warrant the title to said premises.

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor(s) has/have executed this deed the day and year first above written.

Sched B: Resolution

L P W DEVELOPMENT, LLC

By: *William E. Ellis* L.S.

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

On this 2nd day of November, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **William E. Ellis being a Member of L P W Development, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Robert E. Barry
Notary Public

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Union Springs, Town of Springport, County of Cayuga and State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the west highway line of Cayuga Street - N. Y. S. Route 90 with the south street line of Howland Street, and running thence S 1° 01' 14" E along the west highway line of Cayuga Street - N. Y. S. Route 90, 493.71 feet to a point in the north line of lands now or formerly of Brendave, LLC (Liber 1320 / Page 181); thence S 88° 00' 38" W along the north line of Brendave, LLC and also along the north line of lands now or formerly of R. P. Onorati (1080/5) and also along the north line of lands now or formerly of S. B. Rejman (1356/240), 766.38 feet to a point; thence N 1° 59' 52" W through the lands of LPW Development, LLC (973/339), 154.03 feet to a point of curvature; thence northwesterly along a curve to the left, having a radius of 96.46 feet, an arc distance of 60.8 feet to a point; thence N 1° 59' 52" W, continuing through the lands of LPW Development, 254.24 feet to a point in the south line of Howland Street; thence N 85° 04' 08" E along the south line of Howland Street, 818.38 feet to a point and the place of beginning, containing 8.644 acres of land more or less.

RESERVING to the Grantor for the benefit of the Grantor's premises adjacent to the west of the premises herein conveyed the following two easements:

- (1) An easement for ingress and egress of people and motor vehicles across the northwest corner of the premises hereby conveyed, said easement consisting of an existing roadway from the west end of Howland Street to the Grantors premises being approximately 30 feet in width and as generally shown on the above referenced survey.
- (2) An easement for utility equipment, water value, meter pit, and other similar purposes over the southwest corner of the premises hereby conveyed and consisting of a 25 foot by 25 foot square area and as shown on the above referenced survey.

SUBJECT TO AND TOGETHER WITH any easements, rights of way and restrictions of record.

BEING a portion of the same premises as conveyed to L P W Development, LLC by Deed from TRW, Inc. dated December 15, 1997, and recorded December 18, 1997, in the Cayuga County Clerk's Office in Book 973 of Deeds at Page 339.

Schedule B

RESOLUTION OF

L P W DEVELOPMENT, LLC

The undersigned, being all of the Members of L P W Development, LLC (hereinafter "Company") hereby acknowledge that this document represents the written authorization in lieu of a meeting of the Members of the Company to take the following action:

RESOLVED, that any Member of the Company is authorized on behalf of the Company to transfer to the Village of Union Springs, New York, without consideration, the premises known generally as the Mill Pond, Union Springs, New York, and in order to accomplish the same, is authorized to execute and deliver a Deed and any and all documents otherwise necessary or appropriate to accomplish the same.


IN WITNESS WHEREOF, the undersigned put their hands and seals hereto this 2nd day of November, 2012.



William B. Ellis, Member



Lawrence R. Ellis, III, Member



Peter J. Marshall, Member

Attachment A.6
Contact List

Property Address/Tax Map ID	Owner/ Current Occupant	Mailing Address	City, State, Zip Code
Site Parcels			
North Cayuga Street	LPW Development LLC	Peter Marshall Development, LLC. Garfield Street	Auburn, NY 13021
13 Salem Street			
North Cayuga Street	Village of Union Springs	26 Chapel Street	Union Springs, NY 13160
Current Tenant on BCP Parcels			
13 Salem Street	MacKenzie-Childs LLC- John Vail	13 Salem Street	Union Springs, NY 13160
Properties Adjacent to Site Parcels			
Cayuga St.	Brendave, LLC	177 Cayuga St.	Union Springs, NY 13160
177 Cayuga St.	Brendave, LLC	177 Cayuga St.	Union Springs, NY 13160
188 Cayuga St.	Sidney Wolff	PO Box 506	Union Springs, NY 13160-0506
202 Cayuga St.	Kevin T. Brezee	202 Cayuga St.	Union Springs, NY 13160
203 Cayuga St.	James W. Vreeland and Suzette Vreeland	203 Cayuga St. PO Box 599	Union Springs, NY 13160
Chapel St.	Donna Fox and John W. Fox	12459 W County House Rd.	Albion, NY 14411-9317
Chapel St.	Cynthia Shutter and James Shutter	PO Box 659	Union Springs, NY 13160-0659
6 Chapel St.	Diane Katovitch and Dale Katovitch	6 Chapel St. PO Box 462	Union Springs, NY 13160
11 Chapel St.	Cynthia Shutter and James Shutter	11 Chapel St. PO Box 659	Union Springs, NY 13160-0659
15 Chapel St.	Kenneth Moniz and Linda Moniz	15 Chapel St. PO Box 64	Union Springs, NY 13160-0064
16 Chapel St.	Catherine K. Gracon	PO Box 184	Union Springs, NY 13160
17 Chapel St.	Elizabeth Bellen Irrev. Trust; Bellen, Trustee K	383 Summerhaven Dr. N	East Syracuse, NY 13057-3132
26 Chapel St.	Village of Union Springs	26 Chapel St.	Union Springs, NY 13160
27 Creamery Rd.	Village of Union Springs	27 Creamery Rd.	Union Springs, NY 13160
Greene St.	Richard Onorati	207 Stony Bar Rd.	Slate Hill, NY 10973
12 Greene St.	Kathryn Bortz and Basl Heath	PO Box 233	Union Springs, NY 13160
Howland St.	James W. Vreeland and Suzette Vreeland	203 Cayuga St. PO Box 599	Union Springs, NY 13160
Howland St.	Kathleen A. Carine and James H. Carine	4478 Wyckoff Rd.	Scipio Center, NY 13147-3130
Howland St.	Richard Onorati and Natalie Onorati	207 Stony Bar Rd.	Slate Hill, NY 10973
12 Howland St.	Stephen Case Jr.	12 Howland St.	Union Springs, NY 13160
2 McDonalds Point Rd.	James Scanlon and Dolores Scanlon	50 Grippen Hill Rd.	Vestal, NY 13850-5600
North Cayuga Street	Village of Union Springs	26 Chapel St.	Union Springs, NY 13160
North Cayuga Street	LPW Development LLC	8 Garfield St.	Auburn, NY 13021
Salem St.	LPW Development LLC	8 Garfield St.	Auburn, NY 13021
13 Salem St.	LPW Development LLC	8 Garfield St.	Auburn, NY 13021
16 Salem St.	Sarah B. Rejman	PO Box 226	Union Springs, NY 13021
2 Schobey St.	Anne Wallace and David Wallace	2 Schobey St.	Union Springs, NY 13160-3106
1 Spring St.	Meta H. Riester	1 Spring St.	Union Springs, NY 13160-3103
2 Spring St.	Marion Case and Stephen Case	2 Spring St.	Union Springs, NY 13160-3104

Other Contacts

Contact	Entity	Mailing Address	City, State, Zip Code
Local News Media			
	WAUB FM 98.1/ AM 1590	5998 Experimental Rd.	Auburn, NY 13021
	WGVA- FM 96.1/ AM 1240	3568 Lenox Rd	Geneva, NY 14456
	Fingerlakesnews.com	5998 Experimental Rd.	Auburn, NY 13021
	The Finger Lakes Times	218 Genesee St.	Geneva, New York 14456
	The Citizen	25 Dill St.	Auburn, NY 13021
Document Repository			
Carla Piperno-Jones	Springport Public Library	171 Cayuga St. (P.O. Box 501)	Union Springs, NY 13160
Public Water Supplier			
Robert J. Kneaskern, Jr.	Public Works	26 Chaple Street	Union Springs, NY 13160
Union Springs Central School Superintendent			
Mr. Jarett S. Powers		239 Cayuga Street	Union Springs, NY 13160
Union Springs Central School Superintendent			
Mr. Jarett S. Powers	Community Action Organization of Erie County, Inc.	239 Cayuga Street	Union Springs, NY 13160

Attachment A.7
Acknowledgement From Repository

Rob Sents

Subject: RE: NYSDEC Brownfield Cleanup Program - Former TRW Union Springs Facility Document Repository

From: Carla Jones [<mailto:ctpjones@yahoo.com>]

Sent: Tuesday, July 14, 2015 4:31 PM

To: Dana Burke

Subject: Re: NYSDEC Brownfield Cleanup Program - Former TRW Union Springs Facility Document Repository

The library will act as a repository. Thank you.

Carla Piperno-Jones
Springport Free Library, director
171 Cayuga St.
P.O. Box 501
Union Springs, N.Y. 13160
(315) 889-7766

From: Dana Burke <Dana.Burke@erm.com>

To: "ctpjones@yahoo.com" <ctpjones@yahoo.com>

Cc: Rob Sents <Rob.Sents@erm.com>

Sent: Tuesday, July 14, 2015 2:29 PM

Subject: NYSDEC Brownfield Cleanup Program - Former TRW Union Springs Facility Document Repository

Good afternoon Carla,

As discussed earlier, I am writing to request permission to use the Springport Free Library as a document repository for our client's documents related to the Former TRW Union Springs Facility.

Please send an acknowledgement email approving the use of the library as a repository for this property.

Thank you very much for your assistance.

Sincerely,
Dana

Dana Burke
Staff Scientist
Environmental Resources Management (ERM)
5788 Widewaters Pkwy
Syracuse, NY 13214
Office: 315-445-2554
Direct Line: 315-233-3044
Cell: 315-401-2239
Fax: 315-445-2543
Dana.burke@erm.com

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Please visit ERM's web site: <http://www.erm.com>