

Qualitrol Company LLC
BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
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NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION



BROWNFIELD CLEANUP PROGRAM (BCP)

ECL ARTICLE 27 / TITLE 14

DEPARTMENT USE ONLY
BCP SITE #:

07/2010

Section I. Requestor Information

NAME **Qualitrol Company LLC**

ADDRESS **1385 Fairport Rd.**

CITY/TOWN **Fairport**

ZIP CODE **14450**

PHONE **585-586-1515**

FAX **585-377-8179**

E-MAIL

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 DEC with the application, to document that the applicant is authorized to do business in NYS.

NAME OF REQUESTOR'S REPRESENTATIVE **Virginia Murn**

ADDRESS **1385 Fairport Rd.**

CITY/TOWN **Fairport**

ZIP CODE **14450**

PHONE **585-643-3659**

FAX **585-377-8179**

E-MAIL **vmurn@qualitrolcorp.com**

NAME OF REQUESTOR'S CONSULTANT **FPM Remediations**

ADDRESS **584 Phoenix Drive**

CITY/TOWN **Rome**

ZIP CODE **13441**

PHONE **315-336-7721**

FAX **315-336-7722**

E-MAIL **s.saroff@fpm-remediations.com**

NAME OF REQUESTOR'S ATTORNEY (not to be contacted by NYSDEC) **Ernest F. Ferullo, Esq., Gates & Adams, PC**

ADDRESS **28 E. Main St., Suite 600**

CITY/TOWN **Rochester, NY**

ZIP CODE **14614**

PHONE **585-232-6900 x206**

FAX **585-232-8463**

E-MAIL **eferullo@gatesandadams.com**

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, the requestor 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; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

Requestor Relationship to Property (check one):

☐ Previous Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

If requestor is not the site owner, requestor will have access to the property throughout the BCP project. ☐ Yes ☐ No

-Proof of site access must be submitted for non-owners

Section II. Property Information Check here if this application is to request significant changes to property set forth in an existing BCA: <input type="checkbox"/> Existing BCP site number: _____																													
PROPERTY NAME Qualitrol Company LLC																													
ADDRESS/LOCATION 1385 Fairport Rd.		CITY/TOWN Fairport		ZIP CODE 14450																									
MUNICIPALITY(IF MORE THAN ONE, LIST ALL): Perinton																													
COUNTY Monroe			SITE SIZE (ACRES) 14.9																										
LATITUDE (degrees/minutes/seconds) 43 ° 5 ' 59.7 "			LONGITUDE (degrees/minutes/seconds) 77 ° 27 ' 39.9 "																										
HORIZONTAL COLLECTION METHOD: <input type="checkbox"/> SURVEY <input checked="" type="checkbox"/> GPS <input type="checkbox"/> MAP			HORIZONTAL REFERENCE DATUM: NAD83																										
COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.																													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Parcel Address</th> <th style="text-align: left; border-bottom: 1px solid black;">Parcel No.</th> <th style="text-align: left; border-bottom: 1px solid black;">Section No.</th> <th style="text-align: left; border-bottom: 1px solid black;">Block No.</th> <th style="text-align: left; border-bottom: 1px solid black;">Lot No.</th> <th style="text-align: left; border-bottom: 1px solid black;">Acreage</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black;">Surveyor's Map March 2012 (Section II Tab 1)</td> <td style="border: 1px solid black;">152.15-2-9</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;">53</td> <td style="border: 1px solid black;">9.948</td> </tr> <tr> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;">152.15-2-13</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;">53</td> <td style="border: 1px solid black;">4.891</td> </tr> <tr> <td style="border: 1px solid black;">Tax Map (Section II Tab 2); USGS Map (Section II Tab 3); BCP Site Map (Section II Tab 4)</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> </tbody> </table>						Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage	Surveyor's Map March 2012 (Section II Tab 1)	152.15-2-9			53	9.948		152.15-2-13			53	4.891	Tax Map (Section II Tab 2); USGS Map (Section II Tab 3); BCP Site Map (Section II Tab 4)					
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<div style="display: flex; justify-content: space-between;"> <div> <p>1. Do the property boundaries correspond to tax map metes and bounds? If no, please attach a metes and bounds description of the property.</p> <p>2. Is the required property map attached to the application? (application will not be processed without map)</p> <p>3. Is the property part of a designated En-zone pursuant to Tax Law § 21(b)(6)? For more information please see Empire State Development's website. If yes, identify area (name) _____ Percentage of property in En-zone (check one): <input type="checkbox"/> 0-49% <input checked="" type="checkbox"/> 50-99% <input type="checkbox"/> 100%</p> <p>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)? If yes, identify name of properties in related BCP applications: _____</p> </div> <div style="text-align: right;"> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> </div> </div>																													
<p>5. Property Description Narrative:</p> <p style="font-size: small;">The Qualitrol facility is located at 1385 Fairport Road, Fairport, NY in a residential/commercial, light manufacturing and wooded area of Fairport, New York, a suburb of Rochester, New York, approximately one mile west of the center of the village of Fairport. The property is zoned for industrial use. The Qualitrol structure is approximately 67,500 square feet with paved parking areas on the west and south sides; the paved areas including the driveway covers approximately 119,000 square feet. To the south (and rear) of the structure is a wooded area covering approximately 7 acres. To the west of the parking areas is a grassy surface and a small berm with recently-planted pine trees. On the east side of the structure is a grassy area with a several trees that border Fairport Park Road. Across the front and on the north side of the structure is a grassy area with one row of trees between the front parking area and the larger parking area. Another row of trees borders the front parking area on the north side.</p>																													
<p>6. List of Existing Easements (type here or attach information)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Easement Holder</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="border: 1px solid black;">Existing storm and sanitary sewer west and north sides; proposed MCWA easement - see Section II Tab 1</td> </tr> </tbody> </table>						Easement Holder	Description	Existing storm and sanitary sewer west and north sides; proposed MCWA easement - see Section II Tab 1																					
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<p>7. List of Permits issued by the NYSDEC or USEPA Relating to the Proposed Site (type here or attach information)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Type</th> <th style="text-align: left; border-bottom: 1px solid black;">Issuing Agency</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black;">Air Facility Registration Certificate</td> <td style="border: 1px solid black;">NYSDEC</td> <td style="border: 1px solid black;">Air permit registration 8-2644-00035/0200 (Section II Tab 4)</td> </tr> <tr> <td style="border: 1px solid black;">NYS Stormwater</td> <td style="border: 1px solid black;">NYSDEC</td> <td style="border: 1px solid black;">No Exposure Stormwater Permit (Section II Tab 5)</td> </tr> </tbody> </table>						Type	Issuing Agency	Description	Air Facility Registration Certificate	NYSDEC	Air permit registration 8-2644-00035/0200 (Section II Tab 4)	NYS Stormwater	NYSDEC	No Exposure Stormwater Permit (Section II Tab 5)															
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If any changes to Section II are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: _____

Section III. Current Property Owner/Operator InformationOWNER'S NAME **Qualitrol Company, LLC**ADDRESS **1385 Fairport Road**CITY/TOWN **Fairport**ZIP CODE **14450**PHONE **585-586-1515**FAX **585-377-8179**

E-MAIL

OPERATOR'S NAME **Qualitrol Company, LLC**ADDRESS **1385 Fairport Road**CITY/TOWN **Fairport**ZIP CODE **14450**PHONE **585-586-1515**FAX **585-377-8179**

E-MAIL

Section IV. 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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the requestor subject to an existing order relating to contamination at the site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Has the requestor been determined to have violated any provision of ECL Article 27? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Has the requestor previously been denied entry to the BCP? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before the Department? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.8(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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Section V. Property Eligibility Information (Please refer to ECL § 27-1405)

- | | | |
|--|------------------------------|--|
| 1. Is the property, or was any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the property, or was any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites?
If yes, please provide: Site # _____ Class # _____ | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____ | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Is the property subject to a cleanup order under navigation law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____ | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. 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. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Section VI. Project DescriptionWhat stage is the project starting at? ☒ Investigation ☒ Remediation

Please attach a description of the project which includes the following components:

- Purpose and scope of the project
- Estimated project schedule

Section VII. Property's Environmental History

To the extent that existing information/studies/reports are available to the requestor, please attach the following:

1. Environmental Reports

A Phase I environmental site assessment report prepared in accordance with ASTM E 1527 (American Society for Testing and Materials: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process), and all environmental reports related to contaminants on or emanating from the site.

If a final investigation report is included, indicate whether it meets the requirements of ECL Article 27-1415(2): ☒ Yes ☐ No

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	Surface Water	Sediment	Soil Gas
Petroleum					
Chlorinated Solvents	x	X			
Other VOCs	x	X			
SVOCs	x	X			
Metals	x	X			
Pesticides					
PCBs					
Other*					

*Please describe: REFER TO SEPTIC TANKS AND LEACH FIELD SITE CHARACTERIZATION AND REMOVAL REPORT DATED NOVEMBER 2012

3. SUSPECTED CONTAMINANTS: INDICATE SUSPECTED CONTAMINANTS AND THE MEDIA WHICH MAY HAVE BEEN AFFECTED. PROVIDE BASIS FOR ANSWER AS AN ATTACHMENT.

Contaminant Category	Soil	Groundwater	Surface Water	Sediment	Soil Gas
Petroleum					
Chlorinated Solvents					
Other VOCs					
SVOCs					
Metals					
Pesticides					
PCBs					
Other*					

*Please describe: _____

4. INDICATE KNOWN OR SUSPECTED SOURCES OF CONTAMINANTS (CHECK ALL THAT APPLY). PROVIDE BASIS FOR ANSWER AS AN ATTACHMENT.

- ☐ Above Ground Pipeline or Tank ☐ Lagoons or Ponds ☐ Underground Pipeline or Tank ☐ Surface Spill or Discharge
☐ Routine Industrial Operations ☐ Dumping or Burial of Wastes ☒ Septic tank/lateral field ☐ Adjacent Property
☐ Drums or Storage Containers ☐ Seepage Pit or Dry Well ☐ Foundry Sand ☐ Electroplating
☐ Coal Gas Manufacture ☐ Industrial Accident ☐ Unknown

Other: _____

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

- ☐ Coal Gas Manufacturing ☒ Manufacturing ☒ Agricultural Co-op ☐ Dry Cleaner ☐ Salvage Yard ☐ Bulk Plant
☐ Pipeline ☐ Service Station ☐ Landfill ☐ Tannery ☐ Electroplating ☒ Unknown

Other: _____

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

Section VIII. Contact List Information

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 a letter sent to the repository acknowledging that it agrees to act as the document repository for the property.

Section IX. Land Use Factors (Please refer to ECL § 27-1415(3))

1. Current Use: ☐ Residential ☐ Commercial ☒ Industrial ☐ Vacant ☐ Recreational (check all that apply)
Provide summary of business operations as an attachment.

2. Intended Use Post Remediation: ☐ Unrestricted ☐ Residential ☐ Commercial ☒ Industrial (check all that apply)
Provide specifics as an attachment.

3. Do current historical and/or recent development patterns support the proposed use? (See #14 below re: discussion of area land uses)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

4. Is the proposed use consistent with applicable zoning laws/maps?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

5. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, designated Brownfield Opportunity Area plans, other adopted land use plans?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

6. Are there any Environmental Justice Concerns? (See §27-1415(3)(p)).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

7. Are there any federal or state land use designations relating to this site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

8. Do the population growth patterns and projections support the proposed use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

9. Is the property accessible to existing infrastructure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

10. Are there important cultural resources, including federal or state historic or heritage sites or Native American religious sites within ½ mile?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

11. Are there important federal, state or local natural resources, including waterways, wildlife refuges, wetlands, or critical habitats of endangered or threatened species within ½ mile?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

12. Are there floodplains within ½ mile?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

13. Are there any institutional controls currently applicable to the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

14. Describe the proximity to real property currently used for residential use, and to urban, commercial, industrial, agricultural, and recreational areas in an attachment.

15. Describe the potential vulnerability of groundwater to contamination that might migrate from the property, including proximity to wellhead protection and groundwater recharge areas in an attachment.

16. Describe the geography and geology of the site in an attachment.

Section X. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements* and to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. 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 an requestor other than an individual)

I hereby affirm that I am General Manager (title) of Qualitrol Co. LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements* and to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. 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: 1-14-13 Signature: [Signature] Print Name: Richard Kloc

SUBMITTAL INFORMATION:

Three (3) complete copies are required.

- **Two (2)** copies, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD, 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
- **One (1)** paper copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check our [website](#) for the address of our regional offices.

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ LEAD OFFICE: _____

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 26, 2012.

Selected Entity Name: QUALITROL COMPANY DE

Selected Entity Status Information

Current Entity Name: QUALITROL COMPANY LLC

DOS ID #: 3249909

Initial DOS Filing Date: AUGUST 30, 2005

County: MONROE

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)

CT CORPORATION SYSTEM

111 8TH AVE

NEW YORK, NEW YORK, 10011

Registered Agent

C T CORPORATION SYSTEM

111 EIGHTH AVENUE

NEW YORK, NEW YORK, 10011

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
AUG 30, 2005	Fictitious	QUALITROL COMPANY DE
AUG 30, 2005	Actual	QUALITROL COMPANY LLC

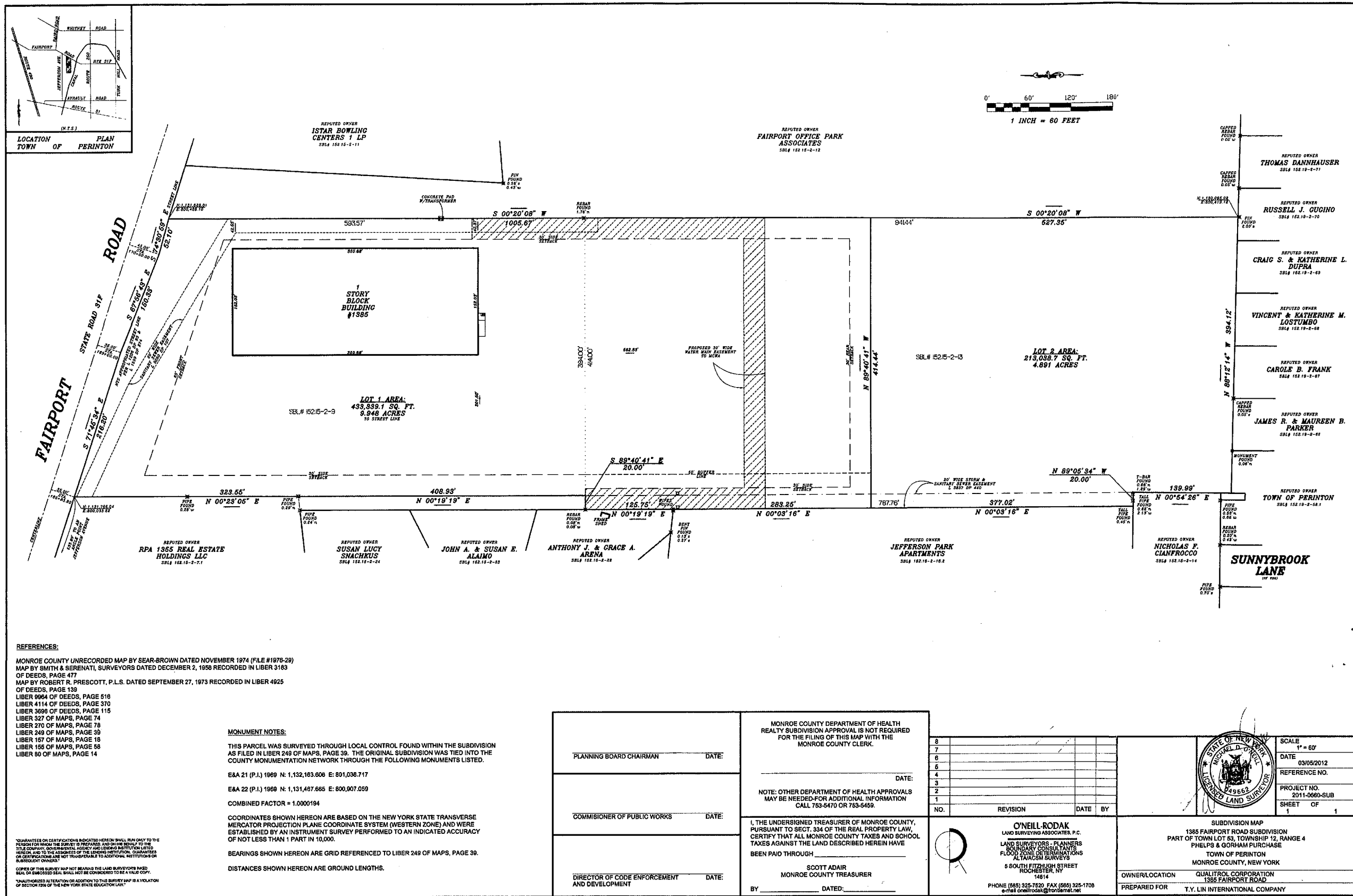
A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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

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



REFERENCES:

MONROE COUNTY UNRECORDED MAP BY SEAR-BROWN DATED NOVEMBER 1974 (FILE #1976-29)
MAP BY SMITH & SERENATI, SURVEYORS DATED DECEMBER 2, 1958 RECORDED IN LIBER 3183 OF DEEDS, PAGE 477
MAP BY ROBERT R. PRESCOTT, P.L.S. DATED SEPTEMBER 27, 1973 RECORDED IN LIBER 4925 OF DEEDS, PAGE 139
LIBER 994 OF DEEDS, PAGE 518
LIBER 4114 OF DEEDS, PAGE 370
LIBER 3686 OF DEEDS, PAGE 115
LIBER 327 OF MAPS, PAGE 74
LIBER 270 OF MAPS, PAGE 78
LIBER 249 OF MAPS, PAGE 39
LIBER 157 OF MAPS, PAGE 18
LIBER 155 OF MAPS, PAGE 58
LIBER 80 OF MAPS, PAGE 14

MONUMENT NOTES:

THIS PARCEL WAS SURVEYED THROUGH LOCAL CONTROL FOUND WITHIN THE SUBDIVISION AS FILED IN LIBER 249 OF MAPS, PAGE 39. THE ORIGINAL SUBDIVISION WAS TIED INTO THE COUNTY MONUMENTATION NETWORK THROUGH THE FOLLOWING MONUMENTS LISTED.

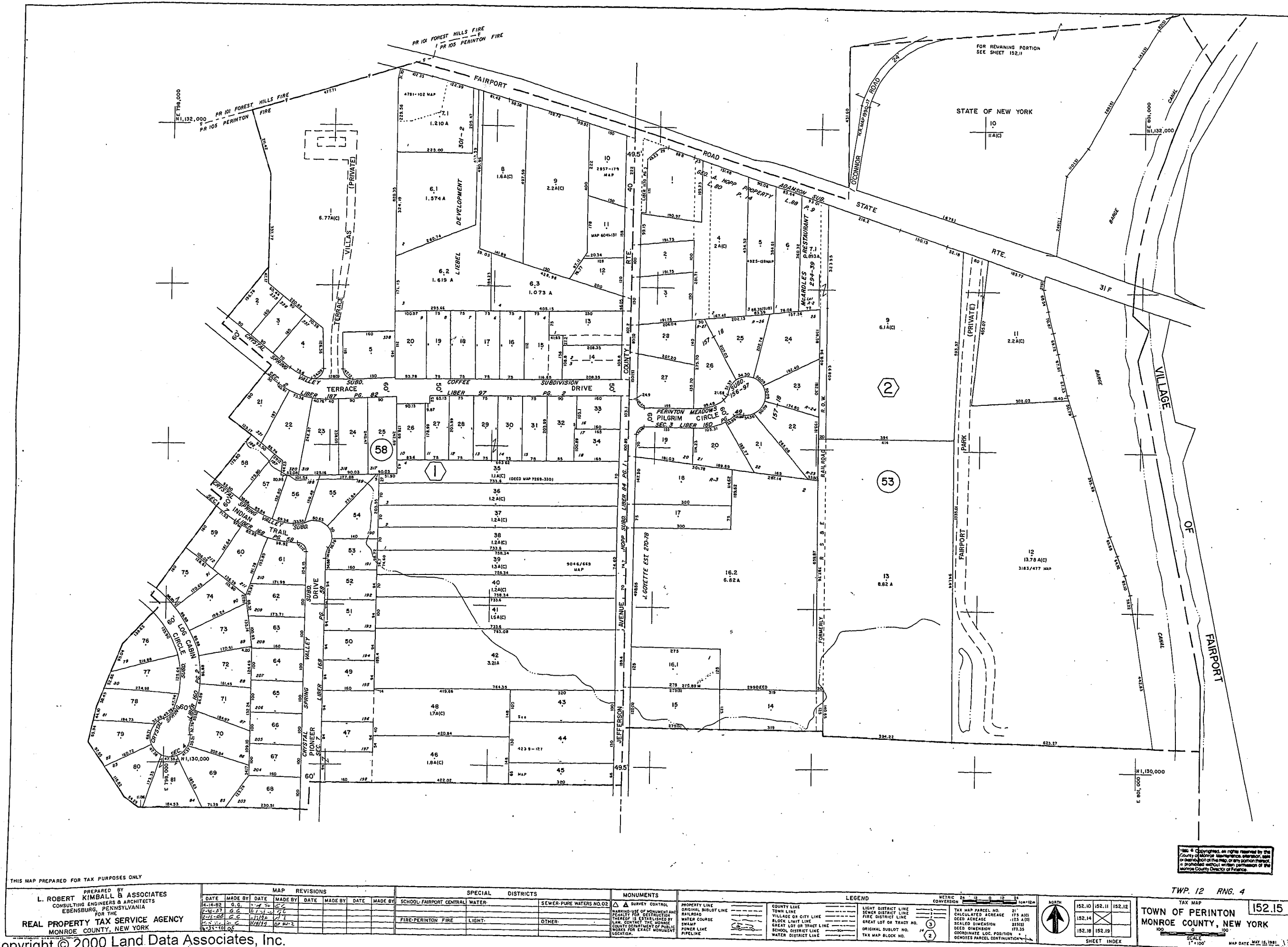
E&A 21 (P.I.) 1969 N: 1,132,163.806 E: 801,038.717
E&A 22 (P.I.) 1969 N: 1,131,487.665 E: 800,907.059
COMBINED FACTOR = 1.0000194

COORDINATES SHOWN HEREON ARE BASED ON THE NEW YORK STATE TRANSVERSE MERCATOR PROJECTION PLANE COORDINATE SYSTEM (WESTERN ZONE) AND WERE ESTABLISHED BY AN INSTRUMENT SURVEY PERFORMED TO AN INDICATED ACCURACY OF NOT LESS THAN 1 PART IN 10,000.

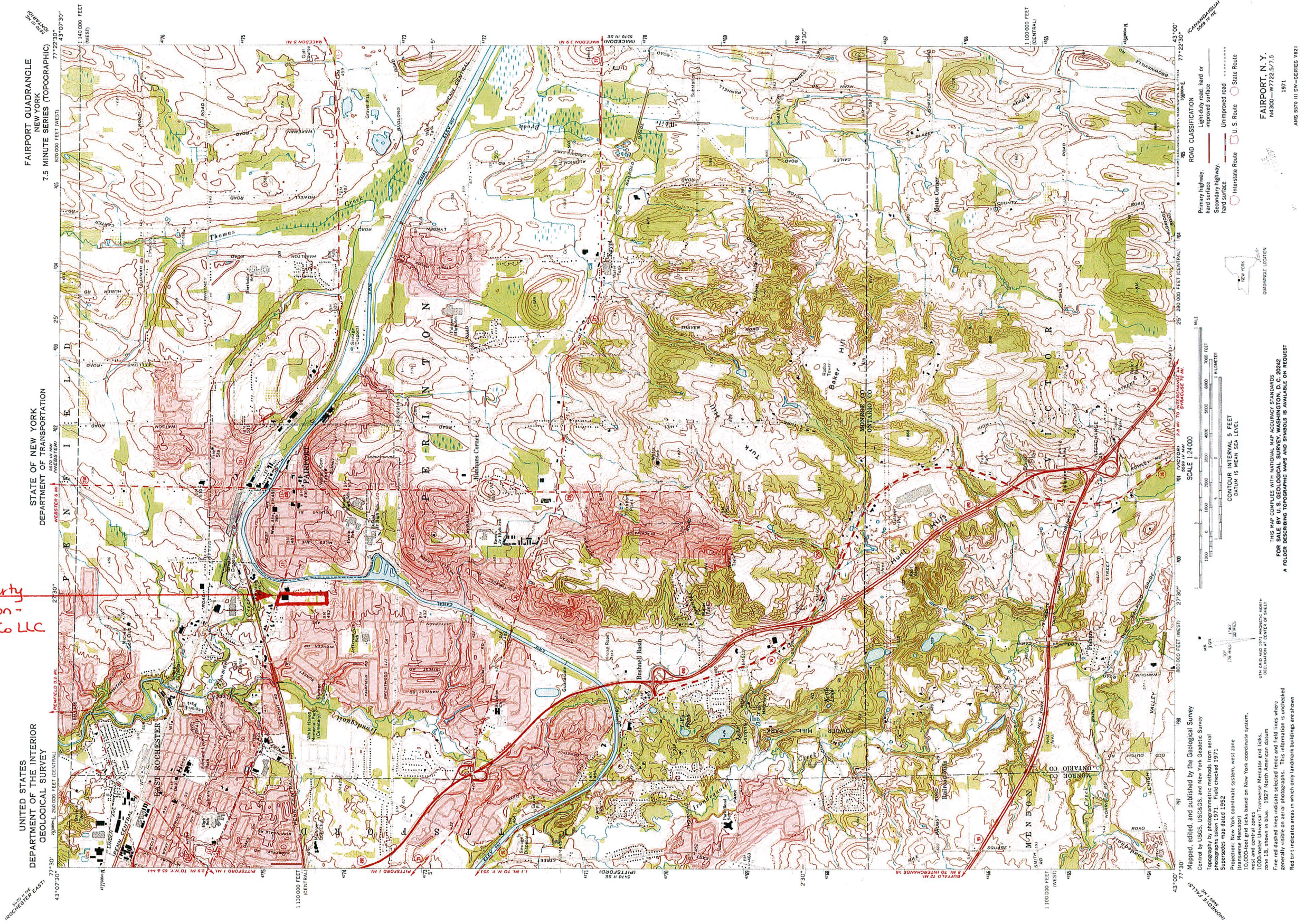
BEARINGS SHOWN HEREON ARE GRID REFERENCED TO LIBER 249 OF MAPS, PAGE 39.

DISTANCES SHOWN HEREON ARE GROUND LENGTHS.

PLANNING BOARD CHAIRMAN _____ DATE: _____	MONROE COUNTY DEPARTMENT OF HEALTH REALTY SUBDIVISION APPROVAL IS NOT REQUIRED FOR THE FILING OF THIS MAP WITH THE MONROE COUNTY CLERK.	8 7 6 5 4 3 2 1 NO. REVISION DATE BY		SCALE 1" = 60'
COMMISSIONER OF PUBLIC WORKS _____ DATE: _____	NOTE: OTHER DEPARTMENT OF HEALTH APPROVALS MAY BE NEEDED FOR ADDITIONAL INFORMATION CALL 763-5470 OR 763-5459.	1, THE UNDERSIGNED TREASURER OF MONROE COUNTY, PURSUANT TO SECT. 334 OF THE REAL PROPERTY LAW, CERTIFY THAT ALL MONROE COUNTY TAXES AND SCHOOL TAXES AGAINST THE LAND DESCRIBED HEREIN HAVE BEEN PAID THROUGH _____		DATE 03/05/2012 REFERENCE NO. PROJECT NO. 2011-0660-SUB SHEET OF 1 OF 1
DIRECTOR OF CODE ENFORCEMENT AND DEVELOPMENT _____ DATE: _____	SCOTT ADAIR MONROE COUNTY TREASURER BY _____ DATED: _____	O'NEILL-RODAK LAND SURVEYING ASSOCIATES, P.C. LAND SURVEYORS - PLANNERS BOUNDARY CONSULTANTS FLOOD ZONE DETERMINATIONS ALTA/ACSM SURVEYS 5 SOUTH FITZHIGH STREET ROCHESTER, NY 14614 PHONE (585) 325-7520 FAX (585) 325-1708 e-mail: onerodak@rochester.rr.com		SUBDIVISION MAP 1385 FAIRPORT ROAD SUBDIVISION PART OF TOWN LOT 83, TOWNSHIP 12, RANGE 4 PHELPS & GORHAM PURCHASE TOWN OF PERINTON MONROE COUNTY, NEW YORK OWNER/LOCATION QUALITROL CORPORATION 1385 FAIRPORT ROAD PREPARED FOR T.Y. LIN INTERNATIONAL COMPANY



BCP property
location -
Qualitrol Co LLC



New York State Department of Environmental Conservation

Registration ID: 8-2644-00035/02000

Facility DEC ID: 8-2644-00035

AIR FACILITY REGISTRATION CERTIFICATE

in accordance with 6 NYCRR Subart 201-4

Registration Issued to: QUALITROL COMPANY LLC
1385 FAIRPORT RD
FAIRPORT, NY 14450

Contact: VIRGINIA MURN
QUALITROL COMPANY LLC
1385 FAIRPORT RD
FAIRPORT, NY 14450
(585) 586-1515

Facility: QUALITROL COMPANY LLC
1385 FAIRPORT RD
FAIRPORT, NY 14450

Description:

Facility manufactures automated monitoring, protection and control instrumentation for electric generation, transmission and distribution systems. Regulated sources are two ovens, each with one emission point; one automated soldering process; chromate dip tanks, a chromate line waste evaporator system and one capillary filling process.

Total Number of Emission Points: 6

Cap By Rule: No

Authorized Activity By Standard Industrial Classification Code:

3823 - PROCESS CONTROL INSTRUMENTS

Registration Effective Date: 05/24/2010

Registration Expiration Date: (Not Applicable)

List of Regulations in Application:

6 NYCRR Part 200	General Provisions
6 NYCRR Part 201	Permits and Certificates
6 NYCRR Part 211	General Prohibitions
6 NYCRR Part 212	General Process Emission Sources
6 NYCRR Part 228	Surface Coating Processes



THOMAS L. MARRIOTT
REGION 8 AIR POLLUTION CONTROL ENGINEER
NYSDEC - REGION 8
6274 EAST AVON-LIMA RD
AVON, NY 14414

This registrant is required to operate this facility in accordance with all air pollution control applicable Federal and State laws and regulations. Failure to comply with these laws and regulations is a violation of the ECL and the registrant is subject to fines and/or penalties as provided by the ECL. If ownership of this facility changes, the registrant is required to notify the Department at the address shown below using the appropriate forms and procedures within 30 days after the transfer takes place. The present registrant will continue to be responsible for all fees and penalties until the Department has been notified of any change in ownership.



QUALITROL Company LLC, 1385 Fairport Road, Fairport, New York, 14450; Phone: (+1) 585-586-1515; Fax Orders: (+1) 585-377-0220
Email: info@qualitrolcorp.com www.qualitrolcorp.com

September 20, 2010

Mr. Thomas G. Wickerham
Division of Air Resources, Region 8
New York State Department of Environmental Conservation
6274 East Avon-Lima Road
Avon, New York 14414-9519

RE: Air Facility Registration – 8-2644-00035
Qualitrol Company, LLC
Fairport, New York.

Dear Mr. Wickerham:

This correspondence is written as a Notice Of Change for a new process at Qualitrol Company LLC. Per your request, please note the following details regarding this process change:

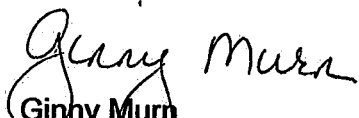
We are adding an emission point for exhaust of heated mineral oil vapor – this will replace our previously approved m-xylene emission point.

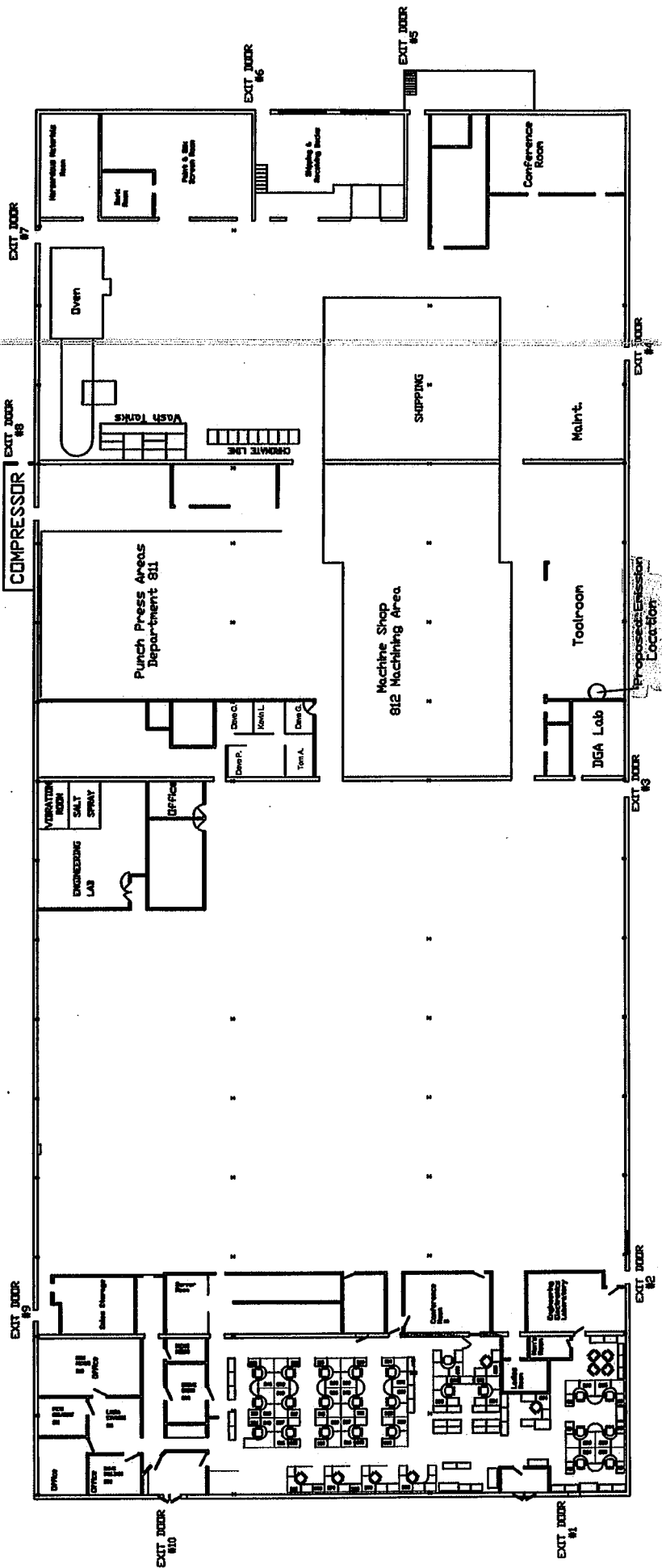
The room used for the former m-xylene process is now being used as a long term testing facility. The exhaust comes from 38 tanks, each of which contains approximately 3 to 4 gallons of transformer mineral oil. The tanks are being heated to temperatures between 30C and 100C in order to evaluate the long term effect of the heated oil on a sensor. We expect the testing will continue for at least 3 years.

The air intake will be from the factory, and we will exhaust through a new roof vent (diagram attached). The previously used vent will be capped.

If you have any questions please feel free to contact me at (585)465-0896. Thanks again for your assistance.

Sincerely,


Ginny Murn
Sr. Quality & EHS Specialist





New York State Department of Environmental Conservation
Division of Water
625 Broadway
Albany, New York 12233-3505

NO EXPOSURE CERTIFICATION for Exclusion from SPDES Storm Water Permitting

I. Owner/Facility Information

Owner/Operator Name: Qualitrol Co. LLC

Mailing Address: 1385 Fairport Rd

City/State/Zip: Fairport, NY 14450

Contact Name: Ginny Murn

Phone No.: 585 - 586 - 1515 x 253

Facility Name: Qualitrol Co LLC

Street Address: 1385 Fairport Rd

City/State/Zip: Fairport, NY 14450

County: Monroe

Latitude: 43.10128

Longitude: -77.45892

SIC Code: 3823

Was the facility previously covered under a SPDES storm water permit? ☐ Yes ☒ No

If yes, enter permit number: NYR

The completion of this section will serve as a termination of your general storm water permit.

II. Exposure Checklist

Are any of the following materials or activities exposed to precipitation, now or in the foreseeable future? (Please check either "Yes" or "No" in the appropriate box.) If you answer "Yes" to any of these questions (1) through (11), you are not eligible for the no exposure exclusion.

YES

NO

- | | | | |
|----|---|--|---|
| 1 | Using, storing or cleaning industrial machinery or equipment, and areas where residuals from using, storing or cleaning industrial machinery or equipment remain and are exposed to storm water | | ✓ |
| 2 | Materials or residuals on the ground or in storm water inlets from spills/leaks | | ✓ |
| 3 | Materials or products from past industrial activity | | ✓ |
| 4 | Material handling equipment (except adequately maintained vehicles) | | ✓ |
| 5 | Materials or products during loading/unloading or transporting activities | | ✓ |
| 6 | Materials or products stored outdoors (except final products intended for outside use [e.g., new cars] where exposure to storm water does not result in the discharge of pollutants) | | ✓ |
| 7 | Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers | | ✓ |
| 8 | Materials or products handled/stored on roads or railways owned or maintained by the discharger | | ✓ |
| 9 | Waste material (except waste in covered, non-leaking containers [e.g., dumpster]) | | ✓ |
| 10 | Application or disposal of process wastewater (unless otherwise permitted) | | ✓ |
| 11 | Particulate matter or visible deposits of residuals from roof stacks and/or vents not otherwise regulated (i.e., under an air quality control permit) and evident in the storm water outflow | | ✓ |

III. Certification

I certify under penalty of law that I have read and understand the eligibility requirements for claiming a condition of "no exposure" and obtaining an exclusion from SPDES storm water permitting. I certify under penalty of law that there are no discharges of storm water contaminated by exposure to industrial activities or materials from the industrial facility or site identified in this document (except as allowed under 40 CFR 122.26(g)(2)). I understand that I am obligated to submit a no exposure certification form once every five years to the NPDES permitting authority and, if requested, to the operator of the local municipal separate storm sewer system (MS4) into which the facility discharges (where applicable). I understand that I must allow the SPDES permitting authority, or MS4 operator where the discharge is into the local MS4, to perform inspections to confirm the condition of no exposure and to make such inspection reports publicly available upon request.

Printed Name: Eric Kendig

Title/Position: Director of operations

Signature: Eric Kendig

Date: April 23, 2008

Clear Form

New York State Department of Environmental Conservation

Division of Water

Bureau of Water Permits, 4th Floor

25 Broadway, Albany, New York 12233-3505

Phone: (518) 402-8111 • Fax: (518) 402-9029

Website: www.dec.state.ny.us



Alexander B. Grannis
Commissioner

4/30/2008

GINNY MURN
QUALITROL CO. LLC
1385 FAIRPORT ROAD
FAIRPORT NY 14450

Dear Owner/Operator:

This letter will confirm receipt of your No Exposure Certification form for the following facility:

QUALITROL CO. LLC
1385 FAIRPORT ROAD
FAIRPORT NY 14450

This facility has been granted exclusion from permitting under the terms and conditions imposed by the New York State Department of Environmental Conservation (DEC) SPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (GP-0-06-002). It is not, however, a DEC determination of the validity of the information you provided. Your signature on the No Exposure Certification form certifies that you have read, understood and are implementing all of the applicable requirements. An important aspect of this certification requires that you have correctly determined whether you are eligible for exclusion.

You will need to submit a No Exposure Certification form once every five years. Additionally, if you determine you are no longer eligible for the No Exposure Certification, you must apply for coverage under SPDES General Permit #0-06-002 (stormwater discharges associated with industrial activity.) Copies of the permit or blank Notice of Intent forms may be obtained by contacting me at 518-402-8109 or via the Internet at: <http://www.dec.ny.gov/chemical/8468.html>.

Note: No Exposure Certification only relieves a facility of the responsibility to obtain a permit for industrial stormwater, other than construction stormwater, and does not necessarily mean you do not need other required permits. You should check with your Regional Permit Administrator (<http://www.dec.ny.gov/about/558.html>) for further information.

Sincerely,

Toni Cioffi
Environmental Program Specialist

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VI. Project Description

Please attach a description of the project which includes the following components:

Purpose and scope of the project:

The purpose of the project is to adequately address soil and groundwater contamination at the Qualitrol Company LLC's (Qualitrol's) facility property (the "site") in Fairport, New York.

Contamination at the site was first identified in early May 2012 during preparation for construction of a new building addition. In early May 2012, Qualitrol's General Contractor for the plant building addition discovered two underground concrete septic tanks located within the planned footprint of the new building addition. Qualitrol subsequently located historic corporate documents indicating the presence of two underground septic tanks and a leach field. They were allegedly constructed in the late 1970s to replace the tanks/leach field previously located in the area of the 1978 building addition footprint.

Analysis of the recently discovered septic tanks contents determined the presence of hazardous substances at concentrations greater than the New York State Department of Environmental Conservation (NYSDEC) soil cleanup objectives (SCO) (6 NYCRR Part 375). In response, Qualitrol contacted NYSDEC. Qualitrol also retained FPM Remediations, Inc. (FPM) of Rome, New York, a remediation contractor, to remove the tanks and to investigate and remediate potential impacts to soils associated with the former leach field. This report (entitled Septic Tanks and Leach Field Site Characterization and Removal Report) presents the location of the septic tanks and leach field, FPM's understanding of site conditions, sampling/analysis of the impacted soils and shallow groundwater, a summary of the meeting with NYSDEC held on May 18, 2012, excavation activities related to the removal of the tanks and impacted soils, observations during field activities, disposal of the wastes, and post-excavation confirmatory testing.

The next step in the BCP process will be to characterize the nature and extent of soil and groundwater contamination at the site by completing a remedial investigation (RI), a feasibility study, and a remedial work plan for the entire Qualitrol property in accordance with NYSDEC's Technical Guidance for Site Investigation and Remediation (DER-10).

In preparation for the RI, the following activities are proposed:

- Final delineation of impacted soils associated with former tanks and leach field will be completed. FPM will collect an additional five subsurface soil samples (four soil samples and one quality assurance/Qualitrol control (QA/QC) sample) in the area of the northeast corner of the former leach field where recent remedial action post-excavation soil sampling indicated remaining concentrations of chromium in soils above NYSDEC soils cleanup criteria (as discussed in the conclusions of FPM's September 2012 Septic Tanks and Leach Field Site Characterization and Removal Report).

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VI. Project Description

- Environmental site assessment activities including review of historical site environmental information, researching the location and status of nearby (within 5 miles) public and domestic water supplies (groundwater and surface water).
- Interviewing Qualitrol employees who may have had knowledge of historical operations at the facility.
- Completion of a Membrane Interface Probe (MIP) Survey and Geoprobe® Groundwater Sampling activities. These activities will consist of conducting a Geoprobe® High Resolution Vertical Profiling with Membrane Interface Probe (MIP) direct sensing technology survey at 15 locations to depths of 50 feet below ground surface (bgs) or refusal. The MIP survey results will be used to guide the location of groundwater monitoring wells to be installed as part of the RI. More information regarding the MIP technology can be found at <http://www.columbiatechnologies.com/membrane-interface-probe>.

The results of these preliminary activities will be summarized in Technical Memoranda and will be used to refine the RI Work Plan scope of work. A revised work plan will be submitted to the NYSDEC presenting specific groundwater, soil, and soil vapor sampling locations and depths based on the results of the preliminary assessment activities. The RI will include installation of additional groundwater monitoring wells, collection of soil, groundwater, and soil vapor samples for analysis, completion of a pathway receptor analysis.

The results of the RI will be used to support a feasibility study (FS) to develop and evaluate the appropriate remedial alternatives for environmental media impacts at the site, as further discussed below.

Qualitrol's consultant (FPM Remediations, Inc.) will follow NYSDEC's BCP work plans and report formats:

Remedial Investigation Work Plan and Report

- Define the nature and extent of site contamination in all media both laterally and vertically. Field sampling results will be screened against NYSDEC soil cleanup objectives (6 NYCRR Part 375 (Part 6), the Environmental Remediation Programs Regulations).
- Identification of contaminant source areas;
- Assess contaminant fate and transport including but not limited to the existing and potential impacts of groundwater contamination on public/private water supplies, surface water, air, soil vapor, and indoor air quality; and

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VI. Project Description

- Produce data of sufficient quantity and quality to support the development of an acceptable Remedial Work Plan or a determination that remediation is not necessary.

Remedial Investigation Work Plan

- Introduction and Purpose
- Site History and Description
- Objectives, Scope, and Rationale
- Field Activities Plan
- Quality Assurance / Quality Control (QA/QC) Plan
- Health and Safety Plans
- Reporting and Schedule
- Citizen Participation Activities (investigation work plans are subject to 30-day public comment prior to Department approval)

Remedial Investigation Report

- Introduction
- Site History and Description
- Description of Work Completed (including previous Septic Field Investigation Results)
- Nature and Extent of Contamination
- Comparison with Standards, Criteria, and Guidance
- Data Usability
- Contaminant Fate and Transport
- Qualitative Human and Fish/Wildlife Exposure Assessments
- Summary and Conclusions (including the need for remediation)

After completion of a remedial investigation showing the need for site remediation, a remedial work plan will be developed in the format presented below:

Remedial Work Plan

- Introduction and Purpose
- Summary of Site Contamination
- Remedial Action Objectives
 - Source removal (defined as free product, concentrated solid or semi-solid hazardous substances, dense non-aqueous phase liquid, light non-aqueous

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VI. Project Description

phase liquid and/or grossly contaminated soil) will be assessed and described. The evaluation will be based upon a hierarchy of 1) removal and/or containment 2) containment 3) elimination of exposure, or 4) mitigation of exposure.

- Plume stabilization will be evaluated for all remedies and the further migration of contamination from the site must be prevented to the extent feasible, including any actions necessary to maintain and monitor the stabilization. At a site being remediated by a *participant*, the further migration of plumes must be prevented to the extent feasible.
- Alternatives Analysis
 - Description of Alternative(s) and Identification of Proposed Remedy
 - Detailed Analysis: under each of nine remedy selection factors (overall protectiveness, conformance to standards, criteria, and guidance, short-term effectiveness/impacts, etc.), and Institutional Controls/Engineering Controls (IC/ES) each alternative is evaluated against the factor and compared to any other alternative(s) under consideration. The removal/control of source areas and the stabilization of groundwater plumes must be evaluated. Unrestricted remedial action objective will be given preference in the analysis.
- Summary of Proposed Remedy: the alternatives analysis concludes with a summary of the main factors that led to the selection of the proposed remedy and a listing of the elements of the remedy.
- Plans and Specifications
- Institutional/Engineering Controls (IC/ECs) and Annual Certifications
- Health and Safety Plans
- Quality Assurance/Control Plan
- Schedule
- Reporting
- Project Organization

Proposed use after remediation:

No change in current industrial land use is anticipated; property is zoned "Industrial." The Town of Fairport approved expansion of the manufacturing facility in 2011. The approved expansion included a 15,000 sq. ft. addition which is now complete (as of November 2012) and an additional 15,000 sq. ft. addition in the future. The new addition is being used for manufacturing, the same as the existing structure. The future addition would be for manufacturing also.

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VI. Project Description

Estimated project schedule:

Preliminary Schedule for Remedial Investigation, Feasibility Study,
Proposed Plan/Decision Document, and Remedial Design/Remedial Action

Activity	Time Frame	Deliverables
Remedial Investigation Scoping	1Q/2013	Work Plan
Implementation of RI Phase I (Site Assessment, MIP Survey, Geoprobe Groundwater and Soil Sampling)	2Q-3Q/2013	RI Phase I Report (with recommendations for monitoring well installations, groundwater and soil sampling).
Implementation of Final Remedial Investigation (Monitoring well installation and additional groundwater and soil sampling, evaluation of pathways and receptors, nature and extent of contamination (if any)).	4Q/2013-2Q/2014	Final RI Report
If Required, Feasibility Study to evaluate remedial technologies against ARARs, and propose final remedy (if needed)	2Q – 4Q/2014	Feasibility Study Report (if required)
If Needed, Remedy Selection	1Q/2015	Proposed Plan
Public Notice/Public Meeting	2Q/2015	Fact Sheet, Distribution of Fact Sheet and Public Meeting Announcement, and Minutes from Public Meeting
Decision Document	2Q/2015	Provide Information for NYSDEC's Issuance of Remedy Decision
Remedial Action Design (if needed)	2Q/2015	Remedial Action Work Plan
Remedial Action Implementation	3Q/2015	Progress Reports, Meetings with NYSDEC
Quarterly Groundwater Monitoring and Monitored Natural Attenuation Evaluations	3Q/2015-To Be Determined (TBD)	Quarterly reporting
Remedy Effectiveness Evaluation and Remedy Completion Documentation	TBD	Remedy Completion Report

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VII. Property's Environmental History

6. Provide a list of previous property owners and operators with names, last known addresses and telephone numbers as an attachment.

Names	Year	Operator or Owner	Last Known Address (blank if unknown)	Telephone Number (blank if unknown)	Relationship to Requestor
Jeremiah & E.M. Chadwick	1873	Owner			None
John & Sarah Culhane	1874	Owner			None
Albert H. Lee	1875	Owner			None
James W. & Anna H. Cotter	1904	Owner			None
State of New York Contract No. 63 Parcel 3620	1911	Owner			None
James W. & Mary G. Cotter	1916	Owner			None
Margaret J. Tooley	1917	Owner			None
County of Monroe	1923	Owner			None
Orlo & Irene Peters	1945	Owner			None
Merrill R. & Marian H. Forster	1951	Owner			None
Wetmore & Sugden, Inc.	1955	Owner and Operator			None
Rellum Realty, Inc.	1955	Owner			None
Nunzio Alati	1958	Owner			None
Isaac Gordon	1960	Owner			None
Qualitrol Corporation	1962	Owner and Operator	1385 Fairport Rd. Fairport, NY 14450	585-586-1515	Requestor
Hircliff Ltd.	1967	Owner			None
Jay H. Stubbings	1967	Owner			None
Gabrielli Brothers Corporation	1967	Owner			None
Qualitrol Corporation	1971	Owner and Operator	1385 Fairport Rd. Fairport, NY 14450	585-586-1515	Requestor

FIRST AMERICAN TITLE INSURANCE COMPANY

For a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective period of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
Qualitrol Corporation	11/21/1992	11/21/2012

In Witness Whereof **FIRST AMERICAN TITLE INSURANCE COMPANY** has caused these presents to be signed by its duly authorized officer this 21st day of November 2012 at 8:59 AM.

File No.: 377139²

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____

Dennis J. Gamore, President

377139²

ABSTRACT OF TITLE
-TO-
PARCEL OF LAND
FAIRPORT ROAD
TOWN OF PERINTON

MAPS: Tax Acct. #: 152.15-2-13

1. Jeremiah Chadwick and
E. M. Chadwick, his wife

Warranty Deed

-TO-

Dated: November 28, 1873

Ack.: February 28, 1874

Rec.: June 30, 1874

John Culhane

Liber 275 of Deeds, page 288

Conveys all that tract or parcel of land, situate in the Town of Perinton, Monroe County, New York, commencing in the center of the highway about 6 feet from the west end of the Canal Bridge at Fullan Town; thence south 6° west 2 chains 90 links; thence south 14° east 14 chains; thence south 5° east 5 chains; thence south 5° west 8 chains 65 links to Richard Reed's land; thence north 84° west 16 chains 30 links on the south section of Lot 53; thence north 6° east 32 chains 75 links to the highway; thence in said highway south 66° east 11 chains to the place of beginning, containing 43.27 acres be the same more or less.

2.

John Culhane
Sarah Culhane
his wife

-TO-

Albert H. Lee

EXCEPTION

Warranty Deed

Dated November 1. 1874

Ack. November 7. 1874

Rec. February 5, 1875

Liber 282 of Deeds, page 83

Conveys: All that tract or parcel of land situate in the Town of Perinton, County of Monroe and State of New York, bounded and described as follows, viz: Beginning at the west bank of the Erie Canal, 1 rod from the slope wall on the south section line of Lot 53 of said Town; thence running north 84° west 16 chains 27 links on said section line to a cedar post; thence north 16° east 7 chains 30 links to a stake; thence south 81-1/2° east 16 chains 22 _____ to the west bank of the Erie Canal, 1 rod from the slope wall; thence south 5° west 6 chains and 98 links along the bank of said Canal the place of beginning, containing 11.61 acres of land.

3.

John Culhane,
widower

-TO-

James W. Cotter
Anna H. Cotter
his wife
survivor to take all

Warranty Deed

Dated March 30, 1904

Ack. March 30, 1904

Rec. April 4, 1904

Liber 670 of Deeds, page 437

Conveys: Same premises as in No. 1, excepting premises at No. 2.

4.

James H. Cotter
Anna H. Cotter

-TO-

State of New York
Contract No. 63
Parcel 3620

EXCEPTION

Appropriation

Dated September 11, 1911
Ack. September 11, 1911

Rec. September 15, 1911

Liber 838 of Deeds, page 419

Description: All that tract or parcel of land situate, lying and being in the Town of Perinton, County of Monroe and State of New York and being a part of Lot 53, Township 12, Range 4 of the Phelps & Gorham Purchase, bounded and described as follows: Beginning at an iron pipe in the west blue line of the present Erie Canal, said pipe being south 80° 30' 36" west 45.05 feet from Station 1929+50.0 on a monumented line which is parallel with the center line of the improved Erie Canal and 80 feet westerly therefrom; thence along said blue line the following courses: South 14° 53' east 5.63 feet; south 12° 00' east 65.20 feet; south 11° 36' east 64.92 feet; south 8° 33' east 65.21 feet; south 7° 00' east 65.39 feet; south 5° 48' east 64.85 feet; south 3° 16' east 64.75 feet; and south 1° 40' east 53.55 feet to the north right of way line of the Rochester Syracuse and Eastern Railroad Co.; thence along said north line north 86° 50' west 34.24 feet; thence north 3° 01' west 442.68 feet to the point of beginning, containing 0-257/1000 acre more or less.

Being a part of the premises conveyed by deed at No. 3.

NOTE: Sketch drawn hereon.

5.

James W. Cotter
Mary G. Cotter
his wife

-TO-

Margaret J. Tooley

Quit Claim Deed

Dated December 11, 1916

Ack. December 11, 1916

Rec. January 9, 1917

Liber 1001 of Deeds, page 152

Conveys: Same premises as in No. 3, with same exception.

Also excepting and reserving from the foregoing described premises so much thereof as was appropriated by the

State of New York for barge canal purposes.

Being the same premises conveyed by John Culhane to James W. Cotter, one of the first parties herein and Anna H. Cotter, his wife at that time. First parties herein being duly sworn depose and say that the said Anna H. Cotter died at the Town of Perinton, Monroe County, New York on January 2, 1914.

6.	Margaret J. Tooley	Quit Claim Deed
	-TO-	Dated December 11, 1916
	James W. Cotter	Ack. December 11, 1916
	Mary G. Cotter	Rec. January 31, 1917
	husband and wife	Liber 1001 of Deeds, page 240
	as tenants by entirety	
	survivor to take all	

Conveys: Same premises as in No. 5, with same exceptions.

Being the same premises conveyed by James W. Cotter and wife to the first party by deed dated December 11, 1916.

7.	James W. Cotter	EXCEPTION
	(widower)	Warranty Deed
	husband in her lifetime	Dated March 20, 1915
	of Anna H. Cotter who	Ack. March 20, 1915
	died January 2, 1914	Rec. October 20, 1917
	-TO-	Liber 1025 of Deeds, page 395
	People of the State	
	of New York	

Conveys: Same premises as in No. 4.

Being a part of the premises conveyed by deed at No. 3.

NOTE: First party swears in acknowledgment that he has no wife at this time.

8.	James W. Cotter	EXCEPTION
	Mary G. Cotter	Warranty Deed
	his wife	Dated April 23, 1923
	-TO-	Ack. April 23, 1923
	County of Monroe	Rec. April 24, 1923
		Liber 1206 of Deeds, page 93

Conveys all that tract or parcel of land in the Town of Perinton, County

of Monroe and State of New York, described as follows: Beginning at a point in the present southerly boundary of highway distant southerly 24.75 feet measured at right angles from Station 169+53.5 of the center line hereinafter described; thence southeasterly along said boundary 346.5 feet to a point southerly 24.75 feet measured at right angles from the center line Station 173+00; thence westerly 52.2 feet to a point 40 feet southerly measured at right angles from Station 172+50; thence northwesterly 200 feet to a point 40 feet southerly measured at right angles from Station 170+50; thence northwesterly 101.1 feet to the point of beginning, being .09 acres, more or less.

The above mentioned center line is part of the center line of the Fairport Road Part 3, S.H. No. ___ as shown on a map on file in Monroe County Clerk's Office and is to be used for highway purposes only.

9.

James W. Cotter
Mary G. Cotter
his wife

EXCEPTION

Warranty Deed

-TO-

Dated June 18, 1931

County of Monroe

Ack. April 21, 1932

Rec. April 25, 1932

Liber 1599 of Deeds, page 274

Conveys all that tract or parcel of land in the Town of Perinton, County of Monroe, State of New York and described as follows: Beginning at a point in the dividing line between the lands of James Cotter on the east and John Adamson on the west, said point being 35 feet southerly at right angles from the center line Station 166+83.8; thence northerly along said Cotter-Adamson dividing line 12 feet more or less to the southerly boundary line of the existing highway; thence easterly along said highway boundary line 714 feet more or less to the dividing line between the lands of James Cotter on the west and the State of New York, on the east; thence southerly along said dividing line 23 feet more or less to a point which is 45 feet southerly at right angles from center line Station 174+04.5; thence westerly 354.5 feet to a point which

is 45 feet southerly at right angles from center line Station 170+50; thence northwesterly 150.3 more or less feet to a point which is 35 feet southerly at right angles from center line Station 169+00; thence westerly 216.2 feet more or less to the point of beginning being 0.15 acres more or less.

The above mentioned center line is a part of the center line of the proposed Fairport Park 3 State Highway 5687.

The lands hereby conveyed are to be used only for highway and bridge purposes and such other purposes as the public use requires in connection with highways.

10.

James W. Cotter
Mary G. Cotter
his wife

-TO-

Merrill H. Forster
Marian H. Forster
his wife

as tenants by entirety
of an undivided 1/2
interest in the within
described property

M. Homer Forster
Berta W. Forster
his wife

tenants by entirety of
the remaining undivided
1/2 interest therein

Warranty Deed

Dated June 26, 1951

Ack. June 26, 1951

Rec. July 2, 1951

Liber 2692 of Deeds, page 264

Conveys: Same premises as in No. 3 with same exception.

The above described parcel of land being the same premises conveyed by John Culhane to James W. Cotter and wife by deed recorded in Liber 670 of Deeds, page 437 in said Clerk's Office.

Also excepting from the above described premises: (1)

.257 acres of land conveyed by James W. Cotter to the State of New York by deed recorded in Liber 838 of Deeds, page 419 at No. 4;

(2) .09 acres of land conveyed by James W. Cotter and wife to the County of Monroe by deed recorded in Liber 1206 of Deeds, page 93 and at No. 8; (3) .15 acres of land conveyed by the said Cotter

Subject to future installments of Water District assessments which have not yet become due. The sellers reserve the right to themselves and their assigns to care for and harvest all crops growing on said premises prior to December 1, 1951 and retain the right to enter the premises for such purposes.

Revenue Stamps \$19.80.

Attorney: Elliott R. Fisk.

3rd: All the rest, residue and remainder of my estate,

whether real, personal or mixed and wheresoever situate, I give, devise and bequeath to my son, Merrill H. Forster, absolutely.

4th: If my said son shall predecease me, or if we shall both die at the same time or under such circumstances that it shall be impossible to determine which one of us died first, then and in those events, I give and bequeath the sum of \$1000.00 to my niece, Gladys A. Bach, and I give, devise and bequeath the residue of my estate after payment of said legacy to my grandsons, John H. Forster and Richard Forster, to be divided equally between them, share and share alike.

Likewise, I hereby nominate and appoint my son, Merrill H. Forster, executor of this my Last Will and Testament, hereby giving unto him full power and authority to mortgage, lease, sell and convey any and all of the real estate of which I may die seized. In the event that my said son shall predecease me or shall die before completing the settlement of my estate, then and in either of those events, I nominate and appoint my friend, Herman M. Schnurr, such executor with like power and authority. I direct my said executor to employ my attorney, Elliott R. Fisk in the probate of my Will and Settlement of my estate.

PETITION of Merrill H. Forster verified January 7, 1953 shows death of M. Homer Forster on December 26, 1952, testate, unmarried, leaving surviving the following distributee: Merrill H. Forster, son, of full age.

Oath of Executor taken on January 7, 1953.

Deposition of Subscribing Witnesses sworn to January 13, 1953.

Letters Testamentary issued to Merrill H. Forster January 7, 1953.

Transfer Tax Deposition filed June 30, 1953 and supplemental return filed November 9, 1953 lists the following real property:

(1) House and lot situate at 106, north side West Avenue, Fairport, New York.

(2) Undivided 1/2 interest in 31 acre farm, south side Rochester-Fairport Road, Perinton, New York.

Transfer Tax fixed at \$507.28. (Supplemental return Transfer Tax fixed at \$509.40).

Receipt filed September 14, 1953 and January 28, 1954.

Attorney: Elliott R. Fisk.

13.

Marian H. Forster

Warranty Deed

-TO-

Dated July 14, 1954

Merrill H. Forster
her husband

Ack. July 14, 1954

Rec. October 1, 1954

Liber 2923 of Deeds, page 524

Conveys: Same premises as in No. 10, with same exceptions.

Intending to convey all the right, title and interest of first party in and to the above described premises, which are the same premises conveyed by deed at No. 10.

Contains "Lien Fund" Clause.

14.

Merrill H. Forster
individually and as
executor of the Last Will
and Testament of
M. Homer Forster,
deceased

Warranty Deed

Dated May 19, 1955

Ack. May 19, 1955

Rec. May 19, 1955

-TO-

Liber 2963 of Deeds, page 341

Wetmore & Sugden, Inc.

Conveys: Premises described at No. 10 with same exception.

Intending to convey the same premises conveyed by deed at No. 10.

The grantor herein hereby reserves until September 30,

1955 at 12:00 o'clock P.M. E.S.T., the use of the dwelling and outbuildings situate at the northeast corner of said premises together with a parcel of land on which they are situate described as follows: Beginning at the northeast corner of said premises where the westerly line of premises now or formerly owned by the State of New York intersects the southerly line of said Rochester-Fairport Road; thence running northwesterly in the southerly line of said Rochester-Fairport Road to a point about 25 feet westerly from the northwest corner of the stone masonry pier on the westerly side of the driveway entrance to the property; thence running southerly in a straight line passing through a point about 25 feet westerly from the northwest corner of the barn to a point about 10 feet northerly from the center of a drainage ditch immediately south of the barn; thence running easterly in a line parallel to the southerly exterior wall of said barn to a point in the westerly line of said New York State property and thence running northerly in the irregular westerly line of said New York State property to a point in the southerly line of said Rochester-Fairport Road which is the place of beginning. It is understood and agreed that the grantee herein shall have the use of the driveway across said reserved premises jointly with the grantor during the period of this reservation and that occupancy of said reserved premises by the grantor shall be rent free.

Contains "Lien Fund" Clause.

15.

Merrill H. Forster
individually and as
Executor of the Last
Will and Testament of
M. Homer Forster,
deceased

-TO-

Wetmore & Sugden, Inc.

Quit Claim Deed

Dated July 20, 1955

Ack. July 20, 1955

WOM.

Rec. July 20, 1955

Liber 2976 of Deeds, page 435

Conveys all that tract or parcel of land situate in the Town of Berinton, County of Monroe and State of New York being part of the lands conveyed by first party to second party by deed dated May 19, 1955 and recorded in Liber 2963 of Deeds, page 341 in Monroe County Clerk's Office and being all of the lands lying west of straight line described as follows: Said line to run northerly and southerly parallel with the east line of lands of Orlo Peters and wife, formerly of Rochester, Syracuse & Eastern Railroad Company, and to extend from the Rochester Road southerly through the southwest corner of the barn on said lands to the south line of lands, the use of which was reserved by first party until September 30, 1955.

Intending hereby to release all the first party's right title and interest in the lands lying west of said line.

16.

Wetmore & Sugden, Inc.

EXCEPTION

Warranty Deed

-TO-

Dated August 8, 1955

Rellum Realty, Inc.

Ack. August 9, 1955

Rec. August 23, 1955

Liber 2984 of Deeds, page 259

Conveys: All that tract or parcel of land situate in the Town of Perinton, County of Monroe and State of New York, and being part of Town Lot 53 in Township 12, Range 4 and bounded and described as follows: Beginning at the point of intersection of the east line of the former transmission line property of the Rochester, Syracuse & Eastern Railroad Company, now owned by Orlo Peters and wife and the south line of the Rochester-Fairport Road (as widened by parcels conveyed to County of Monroe by James Cotter and wife by deed recorded in Monroe County Clerk's Office in Liber 1206 of Deeds, page 93 and Liber 1599 of Deeds, page 274 respectively); thence in a general southerly direction along the said east line of said former transmission line property 730.19 feet to a point; thence in a general easterly direction in a straight line at right angles to said last course 394 feet to a point; thence in a general northerly direction in a straight line and at right angles to said last course 593.57 feet more or less to a point where said straight line intersects the south line of said Rochester-Fairport Road as so widened; thence in a general northwesterly direction along the southerly line of said Rochester-Fairport Road, as so widened, to the point of beginning; being part of the parcel conveyed to Wetmore & Sugden, Inc. by Merrill H. Forster by deed dated May 19, 1955 and recorded in said Clerk's Office in Liber 2963 of Deeds, page 341.

Party of the first part, however, reserves to itself, its successors and assigns forever a right of way for ingress, egress and regress in common with the party of the second part its successors and assigns over a strip of land 30 feet in width measured at right angles to its east and west lines and extending

from Rochester-Fairport Road in a general southerly direction to the south line of the parcel herein conveyed, the west line of said right of way to be 40 feet measured at right angles from and parallel with the west line of the parcel herein conveyed. Said right of way shall serve party of the first part, its successors and assigns for the purpose of passage between that portion still retained by party of the first part from the parcel of land conveyed to it by Merrill H. Forster by deed dated May 19, 1955 and recorded in Monroe County Clerk's Office in Liber 2963 of Deeds, page 341 and Rochester-Fairport Road. The necessary expenses which from time to time shall accrue for paving, repairing, cleaning (including snow removal) and maintaining said right of way, except for the initial grading and paving of part thereof by party of the second part, shall be borne by the parties hereto, their successors and assigns in proportion to the area of their respective parcels so served by said right of way.

Contains "Lien Fund" Clause.

17.

Wetmore & Sugden, Inc.

Exception
Warranty Deed

Dated December 8, 1958

-TO-

Ack. December 8, 1958

Nunzio Alati

Rec. December 8, 1958

Liber 3183 of Deeds, page 477

Conveys all that tract or parcel of land in the Town of Berinton, County of Monroe and State of New York and being part of Town Lot 53 in Township 12, Range 4 and bounded and described as follows:
Beginning at the point of intersection of the east line of premises conveyed by the party of the first part to Rellum Realty, Inc. by deed dated August 8, 1955 and recorded in Monroe County Clerk's Office on August 23, 1955 in Liber 2984 of Deeds, page 259 with the southerly line of the Rochester-Fairport Road; thence south making an interior angle of 72° 15' with the south line of the Rochester-Fairport Road along the east line of said premises

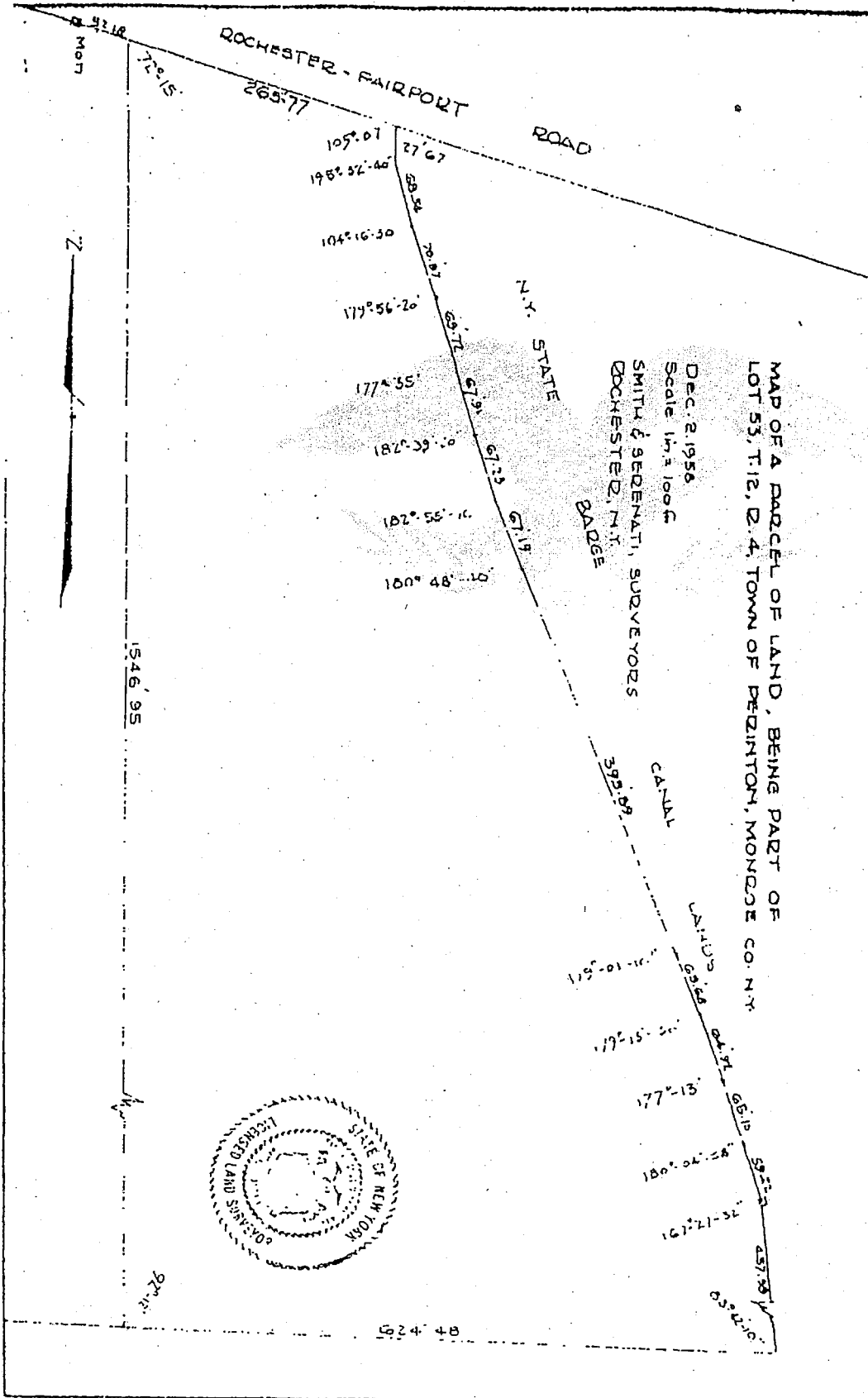
conveyed to Ballum Realty Inc. and said east line extended a distance of 1546.95 feet to a point; thence east making an interior angle of $92^{\circ} 12'$ a distance of 624.48 feet to a point; thence northerly making an interior angle of $83^{\circ} 42' 10''$ a distance of 457.98 feet to a point; thence northwesterly making an interior angle of $167^{\circ} 27' 32''$ a distance of 59.22 feet to an iron pipe; thence northwesterly making an interior angle of $180^{\circ} 4' 58''$ a distance of 65.10 feet to an iron pipe; thence northwesterly making an interior angle of $177^{\circ} 13'$ a distance of 64.92 feet to an iron pipe; thence northwesterly making an interior angle of $179^{\circ} 13' 30''$ a distance of 65.68 feet to an iron pipe; thence northwesterly making an interior angle of $179^{\circ} 1' 10''$ a distance of 395.89 feet to an iron pipe; thence northwesterly making an interior angle of $180^{\circ} 48' 40''$ a distance of 67.19 feet to an iron pipe; thence northwesterly making an interior angle of $182^{\circ} 55' 10''$ a distance of 67.23 feet to an iron pipe; thence northwesterly making an interior angle of $182^{\circ} 39' 20''$ a distance of 67.91 feet to an iron pipe; thence northwesterly making an interior angle of $177^{\circ} 35'$ a distance of 69.72 feet to an iron pipe; thence northwesterly making an interior angle of $179^{\circ} 56' 20''$ a distance of 70.87 feet to an iron pipe; thence northwesterly making an interior angle of $184^{\circ} 16' 30''$ a distance of 68.54 feet to an iron pipe; thence northerly making an interior angle of $195^{\circ} 32' 40''$ a distance of 27.67 feet to a point in the south line of the Rochester-Fairport Road; thence westerly making an interior angle of $105^{\circ} 07'$ along the southerly line of the Rochester-Fairport Road a distance of 265.77 feet to the point of beginning.

Intending to convey hereby the premises as shown on a copy of a map attached hereto dated December 2, 1958 made by Smith & Serenati, Surveyors, and being part of the same premises conveyed to the party of the first part by Merrill H. Forster by deed dated May 19, 1955 and recorded in Monroe County Clerk's Office on the same day in Liber 2963 of Deeds, page 341.

Subject to pole and wire easements and restrictions running with the land, if any.

Contains "Lien Fund" Clause

Note: See attached copy of Map.



18. Wetmore & Sugden, Inc.

Warranty Deed

-TO-

Dated: July 19, 1960

Ack.: same day

Rec.: July 19, 1960

Isaac Gordon

Liber 3284 of Deeds, page 431

Conveys same as No. 1.

Together with a right of way reserved by the party of the first part over premises adjoining the above described premises on the north, as described in a deed to Rellum Realty, Inc., recorded in Monroe County Clerk's Office on August 23, 1955, in Liber 2984 of Deeds, at page 259.

Excepting and reserving therefrom all those premises conveyed by the party of the first part to Rellum Realty, Inc. by deed dated August 8, 1955, and recorded in the Monroe County Clerk's Office on August 23, 1955, in Liber 2984 of Deeds, at page 259, and further excepting all those premises conveyed to Nunzio Alati by deed dated December 8, 1958, and recorded on the same day in Monroe County Clerk's Office in Liber 3183 of Deeds, at page 477.

Being a part of the same premises conveyed to the party of the first part by deed recorded in Monroe County Clerk's Office on May 19, 1955, in Liber 2963 of Deeds, at page 341.

The party of the first part hereby quit claims to the party of the second part all its right, title and interest, if any, to any property adjoining the above described premises on the south.

Contains Lien Fund Clause.

Revenue Stamps for \$38.30 affixed.

19. Isaac Gordon

Reference

Warranty Deed

-TO-

Dated: March 5, 1962

Ack.: same day

Rec.: March 6, 1962

Qualitrol Corporation

Liber 3394 of Deeds, page 49

Conveys all that tract or parcel of land, situate in the Town of Perinton, County of Monroe and State of New York, and being part of Town Lot No. 53 in Township 12, Range 4, and bounded and described as follows: Beginning at the point of intersection of the east line of the former transmission line property of the Rochester, Syracuse & Eastern Railroad Company, now owned by Orlo Peters and wife, and the south line of the

Rochester-Fairport Road (as widened by parcels conveyed to County of Monroe by James Cotter and wife by deeds recorded in Monroe County Clerk's Office in Liber 1206 of Deeds, at page 93, and Liber 1599 of Deeds, at page 274, respectively); thence in a general southerly direction along the said east line of said former transmission line property Seven hundred thirty and nineteen one-hundredths (730.19) feet to a point; thence in a general easterly direction in a straight line at right angles to said last course Three hundred ninety-four (394) feet to a point; thence in a general northerly direction in a straight line and at right angles to said last course Five hundred ninety-three and fifty-seven one-hundredths (593.57) feet, more or less, to a point where said straight line intersects the south line of said Rochester-Fairport Road as so widened; thence in a general northwesterly direction along the southerly line of said Rochester-Fairport Road, as so widened, to the point of beginning. Being part of the parcel conveyed to Wetmore & Sugden, Inc. by Merrill H. Forster by deed dated May 19, 1955, and recorded in said Clerk's Office in Liber 2963 of Deeds, at page 341.

The party of the first part reserves for himself, his distributees and assigns forever, a right-of-way for ingress, egress and regress, in common with the party of the second part, its successors and assigns, over a strip of land Thirty feet in width, measured at right angles to its east and west lines and extending from the Rochester-Fairport Road in a general southerly direction to the south line of the parcel herein conveyed, the west line of said right-of-way to be Forty feet measured at right angles from and parallel with the west line of the parcel herein conveyed.

Said right-of-way shall serve party of the first part, his distributees and assigns, for the purpose of passage over that portion retained by the party of the first part as set forth in a deed recorded in Monroe County Clerk's Office on July 19, 1960, in Liber 3284 of Deeds, at page 431, and the Rochester-Fairport Road.

The necessary expenses which from time to time shall accrue for repairing, cleaning (including snow removal) and maintaining said right-of-way by the party of the second part shall be borne by the parties hereto, their distributees, successors and assigns, in proportion to the use by their respective parcels so served by said right-of-way; provided that no such cost shall be borne by the party of the first part until such time as the party of the first part subdivides, develops or makes any use of his said parcel served by the aforesaid right-of-way.

This conveyance is made subject to public utility easements and easements and covenants of record, if any, in the Monroe County Clerk's Office affecting said premises.

Being the same premises conveyed to the party at the first part by deed dated July 1, 1960, and recorded in the Monroe County Clerk's Office on July 15, 1960, in Liber 3284 of Deeds, at page 102.

Contains Lien Fund Clause..

20. Surrogate's Court
Monroe County

Will

In the Matter

-OF-

File No.: 1965-255

Dated: November 28, 1961

Probated: February 2, 1965

Isaac Gordon,
Deceased

Proceedings in above Will are indexed in File No. 1965-255.

Verified Petition of Jean A. Gordon, Robert W. Clarke and Lincoln Rochester Trust Company for Letters Testamentary, dated February 2, 1965, shows that testator died on January 29, 1965, a resident of the County of Monroe, State of New York, that testator left him surviving the following who are the only distributees of said testator:

	Name	Age	Relationship
1.	Robert Gordon	Full	Son
2.	Richard Gordon	Full	Son
3.	Jean A. Gordon	Full	Spouse & Executrix
4.	Robert W. Clarke	Full	Executor
5.	Lincoln Rochester Trust Company	Full	Executor

That decedent left no children, child, nor descendant of any predeceased children or child except those above listed, all of sound mind.

Waiver by No. 1 on February 2, 1965,

Waiver by No. 2 on February 2, 1965.

Oath of Executors on February 2, 1965.

Deposition of subscribing witnesses on February 2, 1965.

Certificate of Probate on February 2, 1965.

Letters Testamentary were issued to Jean A. Gordon, Robert W. Clarke and Lincoln Rochester Trust Company on February 2, 1965.

Note: See attached photocopy of will.

RWC:AH
9/27/67 1:5

BOOK 775 PAGE 384

LAST WILL AND TESTAMENT

I, ISAAC GORDON, residing in the Town of Brighton, County of Monroe, State of New York, do hereby make, publish and declare this to be my Last Will and Testament, that is to say:

I. I revoke all former Wills and Codicils at any time heretofore made by me.

II. I authorize my Executors, hereinafter named, to pay all my just debts and funeral expenses as soon after my death as may be practical, but my Executors shall have full discretion with regard to payment of debts secured by mortgages. My Executors shall use their discretion in determining what portion, if any, of the assets constituting my estate shall be liquidated to satisfy such obligations.

III. I give and bequeath to my wife, Jean A. Gordon, (hereinafter referred to as "my wife"), all my tangible personal property, wherever situated, which I may own or have any interest in at the date of my death, including, but not limited to, all household furniture, furnishings, library and books, pictures, china, silverware, rugs, drapes, clothing, jewelry, automobiles or other household and personal effects belonging to me at the time of my death. In the event that my wife is not living at the date of my death, I give and bequeath such tangible personal property to such of my

1965-255

children as shall survive me, in full confidence that if more than one child of mine survives me, such children will make a fair and equitable distribution among themselves; provided, however, that if my children disagree on the distribution of my tangible personal property among themselves, said property shall be sold by my Executors, and the net proceeds divided equally among my said children. In the event that neither my wife nor any children of mine are living at the date of my death, then my tangible personal property shall be sold by my Executors and the net proceeds added to my residuary estate.

IV. I give and devise to my wife, if she survives me, my residence located at 1715 Clover Street, Town of Brighton, County of Monroe, State of New York, including the real property on which such residence is situated, as well as any and all other personal residences owned by me which are used by me or my family as a personal residence or vacation resort, together with any prepaid fire, casualty and liability insurance premiums and prepaid taxes on such residences (except as provided in Paragraph "V." of this my Last Will and Testament). In the event my wife is not living at the date of my death, I give and devise the aforementioned real property and real estate to such of my children as shall survive me, and if more than one child of mine survives me, then to such children as tenants in common. In the event neither my wife nor any children of mine are living at the date of my death, then the aforementioned real property

and real estate shall be sold by my Executors, and the net proceeds added to my residuary estate. I direct my Executors to discharge any mortgages, liens or other encumbrances which there may be outstanding against such personal residences, and the amounts necessary to discharge such mortgages, liens or other encumbrances shall constitute a specific gift and bequest under this Paragraph.

V. I give and devise to my sister, Dorothy Golden, the residence located at 415 Oak Dale Drive, Town of Brighton, County of Monroe, State of New York, including the real property on which such residence is situated, together with any prepaid fire, casualty and liability insurance premiums and prepaid taxes on such residence. In the event my said sister is not living at the date of my death, I give and devise the said residence and real property to Max Golden, my said sister's husband, for his own use during his lifetime, and the remainder on the death of Max Golden, I give and devise to the then living issue, per stirpes, of Dorothy Golden and Max Golden. In the event neither Dorothy Golden nor Max Golden are living at the date of my death, I give and devise the said residence and real property to the issue of Dorothy Golden and Max Golden living at the date of my death, per stirpes. In the event neither Dorothy Golden nor Max Golden nor any issue of theirs are living at the date of my death, I give and devise the said residence and real property as provided in Paragraph "IV." of this my Last Will and Testament.

VI. All the rest, residue and remainder of my pro-

perty, of whatever nature and wherever situate, shall be divided into two shares, hereinafter referred to as "Trust Fund A" and "Charitable Fund B", respectively. Regardless of whether or not my wife survives me, Trust Fund A shall consist of that fractional share of my residuary estate which will equal One-half ($1/2$) of my adjusted gross estate (as finally determined in the federal estate tax proceeding in my estate) diminished by the value for federal estate tax purposes of all other items in my gross estate which shall qualify for the estate tax marital deduction and which pass or have passed to my wife under other provisions of this my Last Will and Testament, or otherwise, or which shall be received by my testamentary trustees under the terms of any life insurance policies on my life. Charitable Fund B shall consist of the remaining portion of my residuary estate.

Wherever used in this Will, the terms "gross estate", "adjusted gross estate", "marital deduction" and "pass" shall have the same meaning as those terms have under the provisions of the federal internal revenue code applicable to my estate.

A. If my wife survives me, I give, devise and bequeath the aforementioned Trust Fund A to my Trustees, hereinafter designated. Said Trust Fund A, increased by the funds and property received by my Trustees under the terms of any life insurance policies on my life, or as the result of any gift, devise or bequest which may be payable to my Trustees (all of said funds and property being included hereafter in the term "Trust Fund A")

shall be held, managed, controlled, invested and reinvested by my Trustees in accordance with the authority herein conferred upon them. My Trustees shall collect the income derived therefrom, and after paying all necessary administrative expenses, shall distribute the net income and principal as follows:

1. If my wife survives me by less than Six (6) months, I direct the Trustees to divide Trust Fund A into Two (2) parts, hereafter designated as "Part One" and "Part Two" respectively.

(a) Part One shall consist of that fractional share of my residuary estate which will equal One-quarter (1/4) of my adjusted gross estate. With respect to Part One:

(1) During the lifetime of my wife, the Trustees shall pay and distribute to my issue surviving me, per stirpes, so much of the net income as they, in their sole discretion, shall deem best, and shall accumulate the balance of the income. Upon the death of my wife, any accumulated income shall be added to the principal.

(2) Following the death of my wife, the entire principal (increased by any accumulated income) shall remain in trust for the uses and purposes set forth in Sub-paragraph "B." of this Paragraph "VI."

(b) Part Two shall consist of the balance of Trust Fund A. With respect to Part Two:

(1) The Trustees shall pay the entire net income to my wife as long as she shall live. Payments of net income shall be made to her at such convenient intervals as she desires, but not less often than quarterly.

(2) During the lifetime of my wife, the Trustees shall distribute and pay over, outright or in trust, whatever portion of the principal of Part Two which my wife shall direct by a deed in writing; and such power of appointment hereby given to my wife shall be general as to all objects, including the power to appoint to her own use during her lifetime, to her own creditors and to her own estate.

(3) Upon the death of my wife, the Trustees shall distribute and pay over the principal and any undistributed income of Part Two, outright or in trust, to such person, persons or objects, including her own estate, and the creditors of her estate, in such proportions as my wife shall appoint by a provision in her Last Will and Testament which expressly refers to this power.

(4) If the foregoing powers of appointment are for any reason not validly exercised by my wife, in whole or in part, then at her death the remaining principal and any undistributed income (or the portion thereof which has not been validly appointed by my wife) shall remain in trust for the uses and purposes set forth in Subparagraph "B." of this Paragraph "VI.".

2. If my wife survives me by Six (6) months or more, the Trustees shall hold Trust Fund A in trust for the following uses and purposes:

(a) The Trustees shall pay the entire net income from Trust Fund A to my wife as long as she shall live. Payments of net income shall be made to her at such convenient intervals as she desires, but not less often than quarterly.

(b) During the lifetime of my wife, the Trustees shall distribute and pay over, outright or in trust, whatever portion of the principal of Trust Fund A which my wife shall direct by deed in writing; and such power of appointment hereby given to my wife shall be general as to all objects, including the power to appoint to her own use during her lifetime, to her own creditors and to her own estate.

(c) Upon the death of my wife, the Trustees shall distribute and pay over the principal and any undistributed income of Trust Fund A, outright or in trust, to such person, persons or objects, including her own estate, and the creditors of her estate, in such proportions as my wife shall appoint by a provision in her Last Will and Testament which expressly refers to this power.

(d) If the foregoing powers of appointment are for any reason not validly exercised by my wife, in whole or in part, then at her death the remaining principal and undistributed income of Trust Fund A (or the portion thereof which has not been validly appointed by my wife) shall remain in trust for the uses and purposes set forth in Subparagraph "B." of this Paragraph "VI.", and shall be administered and disposed of as hereinafter provided.

B. If my wife fails to survive me, or if she survives me by less than Six (6) months, or if she for any reason does not validly exercise her general power of appointment in whole or in part, then, following the death of the survivor of my wife and myself, I give, devise and bequeath the aforementioned Trust Fund A, or that portion thereof which has not

been validly appointed by my wife, to my Trustees to hold, manage, control, invest and reinvest the same in accordance with the authority hereinafter conferred upon them, to collect the gross income derived therefrom, and after paying all necessary administrative expenses, to distribute the net income and principal as follows:

1. The Trustees shall divide Trust Fund A into as many separate shares of equal size as there are children of mine living at the date of death of the survivor of my wife and myself or children of mine then dead represented by issue then living. In the case of children of mine then living, each living child's share shall be further divided into Two (2) equal parts, each such part to constitute a separate trust, the first of which shall be known as "the income distribution trust (for the designated child)", and the second of which shall be known as "the income accumulation trust (for the designated child)". In the case of children of mine then dead represented by issue then living, the share for the issue of such deceased child shall be administered in accordance with the provisions of Clause "4." of this Subparagraph "B." of this Paragraph "VI.".

2. Each "child's income distribution trust" herein created for a living child of mine shall be governed by the terms and conditions hereinafter set forth:

(a) The Trustees shall pay out the entire net income from such income distribution trust to said child at such convenient intervals as the child desires,

but not less often than quarterly, until said child reaches Thirty (30) years of age. The Trustees shall also have complete and unrestricted discretion to pay over to said child such amounts of principal as the Trustees shall determine to be necessary for the proper maintenance, support and education of said child.

(b) When said child reaches the age of Thirty (30) years, the Trustees shall pay out to said child One-third ($1/3$) of the then principal amount of such income distribution trust, and the Trustees shall continue to pay out the entire net income from the balance of the said trust, as provided in Clause (a) of this Clause "2." of this Subparagraph "B." of this Paragraph "VI.". The Trustees shall also have complete and unrestricted discretion to pay over to such child such amounts of principal as the Trustees shall determine to be necessary for the proper maintenance and support of said child.

(c) When said child reaches the age of Thirty-five (35) years, the Trustees shall pay out to said child One-half ($1/2$) of the then remaining principal amount of such income distribution trust, and the Trustees shall continue to pay out the entire net income from the balance of the said trust, as provided in Clause (a) of this Clause "2." of this Subparagraph "B." of this Paragraph "VI.". The Trustees shall also have complete and unrestricted discretion to pay over to such child such amounts of principal as the Trustees shall determine to be necessary for the proper

maintenance and support of said child.

(d) When said child reaches the age of Forty (40) years, the Trustees shall pay out to said child the entire remaining principal amount and any undistributed income of such income distribution trust, free and clear of any trust.

(e) Upon the death of said child prior to reaching Forty (40) years of age, leaving issue then living, the Trustees shall distribute the remaining principal of said child's income distribution trust to the issue then living of such child, per stirpes; provided, however, that the share payable to any grandchild of mine who is then under Thirty (30) years of age shall remain in trust for the benefit of such grandchild and shall be known and hereinafter referred to as "the grandchild's trust (for the designated grandchild)", and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth pertaining to a "grandchild's trust"; and further provided that the share payable to the issue of a deceased grandchild of mine shall remain in trust for the benefit of such issue and shall be known and hereafter referred to as "the deceased grandchild's trust (for the issue of such deceased grandchild)", and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth pertaining to a "deceased grandchild's trust".

(f) Upon the death of said child prior to reaching age Forty (40) without issue then living, the re-

maining principal of said child's income distribution trust shall be distributed among my issue then living, per stirpes; but if any of said issue are then the beneficiaries of an income distribution trust, a grandchild's trust or a deceased grandchild's trust, their share shall be payable to such trust.

(g) In the event that an income distribution trust created under this Clause "2." of this Subparagraph "B." of this Paragraph "VI." receives any additions to principal during the time that the beneficiary of said income distribution trust is between the ages of Thirty (30) and Forty (40) years, such additions to principal shall be added to the then existing principal and subsequent principal distributions shall be based upon the total principal sum so constituted.

3. Each "child's income accumulation trust" herein created for a living child of mine shall be governed by the terms and conditions hereinafter set forth:

(a) The Trustees shall pay over to such child such amounts of principal or income from such income accumulation trust as the Trustees, in their sole discretion, shall determine to be necessary for the proper support, education and welfare of said child, taking into account all other available income. Such amounts of income as are not paid over to such child shall be accumulated in the trust. However, the Trustees shall not make any distributions of income or principal from the income accumulation trust for the benefit of any child unless the current income from such child's income distribution trust created by Clause "2." of this Subparagraph

"B." of this Paragraph "VI." has first been exhausted.

(b) Upon the death of said child, leaving issue then living, the remaining principal and all accumulated and undistributed income of said child's income accumulation trust shall be distributed to the issue then living of said deceased child, per stirpes; provided, however, that the share payable to a grandchild of mine who is under Thirty (30) years of age shall remain in trust for the benefit of such grandchild, and shall be known and referred to as a "grandchild's trust (for the designated grandchild)", and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth with respect to a "grandchild's trust"; and further provided that the share payable to the issue of a deceased grandchild shall remain in trust for the benefit of such issue and shall be known and referred to as a "deceased grandchild's trust (for the issue of such deceased grandchild)", and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth with respect to a "deceased grandchild's trust".

(c) Upon the death of said child without leaving issue then living, the remaining principal and all accumulated and undistributed income of said child's income accumulation trust shall be distributed among my issue then living, per stirpes; but if any of said issue are then the beneficiaries of an income distribution trust, a grandchild's trust or a deceased grandchild's trust, their share shall be payable to such trust.

4. The share for the issue of each deceased child of mine shall be subdivided on a per stirpes basis under the terms and provisions hereinafter set forth:

(a) The per stirpes share for each grandchild of mine who has attained the age of Thirty (30) years at the date of the death of the survivor of my wife and myself shall be distributed to such grandchild by the Trustees free and clear of trust.

(b) The per stirpes share for each grandchild of mine who has not attained the age of Thirty (30) years at the date of death of the survivor of my wife and myself shall be held in trust for the benefit of such grandchild and shall be known and hereinafter referred to as "the grandchild's trust (for the designated grandchild)", and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth pertaining to a "grandchild's trust".

(c) The share payable to the issue of a deceased grandchild of mine shall remain in trust for the benefit of such issue and shall be known and hereinafter referred to as "the deceased grandchild's trust (for the issue of such deceased grandchild)", and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth pertaining to a "deceased grandchild's trust".

5. Each "grandchild's trust" herein created shall be governed by the terms and conditions hereinafter set forth:

(a) The Trustees shall pay out One-half (1/2) of the entire net income from the trust to said grandchild at such convenient intervals at the grandchild desires, but not less often than quarterly, and shall accumulate the balance of the net income and add it to principal until said grandchild reaches Thirty (30) years of age, at which time the entire principal and accumulated income shall be paid to said grandchild. The Trustees shall also have the authority to pay from income or principal to said grandchild such amounts as the Trustees, in their sole discretion, shall deem advisable for the proper maintenance, support and education of said grandchild prior to the time when he or she reaches Thirty (30) years of age.

(b) If said grandchild dies prior to attaining Thirty (30) years of age, leaving issue then living, all principal and accumulated income then in said grandchild's trust shall remain in trust for the benefit of such issue and shall be known and hereafter referred to as a "deceased grandchild's trust (for the issue of such deceased grandchild)" and shall be administered and distributed in accordance with all of the terms and provisions hereinafter set forth pertaining to a "deceased grandchild's trust".

(c) If such grandchild dies prior to attaining Thirty (30) years of age without leaving issue then living, the remaining principal and accumulated income of such grandchild's trust shall be distributed among the issue of such grandchild's parent then living, per stirpes; or in

default of such issue, among my issue then living, per stirpes; but if any of said issue are then the beneficiaries of an income distribution trust, a grandchild's trust or a deceased grandchild's trust, their shall shall be payable to such trust.

6. Each "deceased grandchild's trust" herein created shall be governed by the terms and conditions herein-after set forth:

(a) The Trustees shall pay out One-half (1/2) of the entire net income from the trust to the issue of said deceased grandchild, per stirpes, at such convenient intervals as the beneficiaries desire, but not less often than quarterly, and shall accumulate the balance of the net income and add it to principal. The Trustees shall also have the authority to pay over to one or more of said issue, without regard to equality of distribution, such amounts of income or principal as the Trustees, in their sole discretion, shall deem advisable for the proper maintenance, support and education of said issue.

(b) When the youngest living child of such deceased grandchild of mine reaches Thirty (30) years of age, the Trustees shall distribute the entire remaining principal and accumulated income of such deceased grandchild's trust among the issue then living of such deceased grandchild, per stirpes; or in default of such issue, among the issue of such grandchild's parent then living, per stirpes; or in default of such issue, among my issue then living, per stirpes; but if any of my said issue are then the beneficiaries of an

income distribution trust, a grandchild's trust or a deceased grandchild's trust, their share shall be payable to such trust.

7. In the event of a total default of my issue at any time during the period when distributions from trusts created under this Subparagraph "B." of this Paragraph "VI." are to be made, so that no individuals or trusts are then in existence to whom distributions can be made, the Trustees shall distribute the principal and accumulated income from such trusts, free and clear, to the Isaac Gordon Foundation, a domestic corporation having its office and principal place of business in Rochester, New York.

8. Each of the trusts created in this Paragraph "VI." shall terminate at the end of Twenty-one (21) years after the death of the last survivor of my wife and all children and grandchildren of mine who are in being at my death, unless sooner terminated as hereinabove provided. If this limitation shall cause the termination of any such trust prior to the time fixed for the termination thereof, then upon such earlier termination the entire principal and any accumulated income then remaining in such trust shall be distributed free of the trust to the persons then entitled to receive the income of such trust in the proportions in which they share in such income.

C. I give, devise and bequeath the remaining portion of my residuary estate, herein referred to as "Charitable Fund B", to the Isaac Gordon Foundation, free and clear of any trust, provided, however, that if any qualified

person shall successfully contest any part of this bequest, and, as a result of such contest, it shall be determined by the Court having jurisdiction of my estate that any portion of said Charitable Fund B exceeds the maximum amount which may be given to a charitable organization by testamentary disposition under the laws then in force in the State of New York, or under any other laws then in force and applicable to this disposition, then such excessive portion of Charitable Fund B shall be added to and become a part of Trust Fund A, established under this Paragraph "VI."

VII. Wherever in this my Last Will and Testament the terms "child", "children", "grandchildren" or "issue" are used, it is my intention that such term include adopted as well as natural children of mine, and adopted as well as natural children of my children and of my children's children. Wherever the term "issue then living" is used, it is my intention that such term include issue then in being, whether born or unborn.

VIII. Wherever in this my Last Will and Testament it shall become necessary to determine whether or not my wife survives me, I hereby declare that, if the order of our deaths cannot be established by proof, my wife shall be deemed to have survived me.

IX. If my wife survives me by Six (6) months or more, all estate, inheritance and succession taxes of every kind payable in respect of any property included in my gross taxable estate (whether or not passing under this my Will) shall be paid from Charitable Fund B, established under Paragraph

"VI." of this Will, and shall not be apportioned. If my wife survives me by less than Six (6) months, all such taxes shall be paid from the principal of Part One of Trust Fund A established in Paragraph "VI." hereof. If my wife fails to survive me, One-half (1/2) of all such taxes shall be paid from Trust Fund A, established in Paragraph "VI." hereof, and the other One-half (1/2) of all such taxes shall be paid from said Trust Fund B.

X. The interest of any beneficiary other than my wife, in either the income or principal of any trust created by this my Last Will and Testament, shall not be anticipatorily alienated, or in any manner assigned or transferred by such beneficiary in advance of distribution thereof; and any such interest shall be exempt from execution, attachment, distress and any other legal or equitable process which may be instituted by or on behalf of any creditor or assignee of such beneficiary.

XI. I hereby nominate, constitute and appoint my wife, Jean A. Gordon, my attorney, Robert W. Clarke, and Lincoln Rochester Trust Company, Rochester; New York, as Executors of this my Last Will and Testament.

In the event of the death or inability or unwillingness to serve of either Jean A. Gordon or Robert W. Clarke, I appoint the other and Lincoln Rochester Trust Company as Executors.

In the event of the death or inability or unwillingness to serve of both Jean A. Gordon and Robert W. Clarke, I appoint my friend, Fred S. Forman, and Lincoln

Rochester Trust Company as Executors.

If any difference of opinion should exist as between an individual Executor and Lincoln Rochester Trust Company as to the propriety of or desirability of any course of action regarding the administration of my estate, the opinion of the individual Executor shall control.

In the event of the death or inability or unwillingness to serve of Fred S. Forman, I appoint Lincoln Rochester Trust Company as sole Executor.

With respect to any and all Executors of this my Last Will and Testament, I direct that they be permitted to serve without bond or other security in this or any other jurisdiction.

XII. I hereby nominate, constitute and appoint Robert W. Clarke, Fred S. Forman and Lincoln Rochester Trust Company as Trustees of each of the trusts created herein.

In the event of the death or inability or unwillingness to serve of either Robert W. Clarke or Fred S. Forman, I appoint the other and Lincoln Rochester Trust Company as Trustees.

If any difference of opinion should exist as between any individual Trustee and Lincoln Rochester Trust Company as to the propriety or desirability of any trust investment, the opinion of the individual Trustee shall control.

The Trustees shall keep the accounts and records of the trusts and shall render to each adult beneficiary an

accounting concerning the income, disbursements and investments of the trusts. No Trustee shall be liable in connection with the performance of his duties or discretionary powers, except in the case of actual bad faith or fraud, and no Trustee shall be liable for the bad faith or fraud of a co-Trustee. With respect to any and all Trustees under this my Last Will and Testament, I direct that they be permitted to serve without bond or other security in this or any other jurisdiction.

XIII. In the event that my wife, Jean A. Gordon, predeceases me, I hereby nominate, constitute and appoint Robert W. Clarke as guardian for any child of mine who may not have reached the age of Twenty-one (21) years at the date of my death, to protect the interests of such child until such child reaches the age of Twenty-one (21) years. I direct that the guardian be permitted to serve without bond or other security in this or any other jurisdiction.

XIV. My Executors and Trustees, in each capacity and whether one or more, as the case may be, shall have full and unrestricted discretionary power and authority (in addition to the authority conferred by law) to hold, manage, control, improve, sell, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, borrow upon the credit of, contract with respect to, or otherwise deal with or dispose of, without application to or order of any court whatsoever, and without notice or publication of any kind, the property of my estate and of the testamentary

trusts created herein, without any duty upon any person dealing with them to see to the application of any money or other property delivered to them, it being my express intention to confer upon my Executors and Trustees, in each capacity, every power of management which might be conferred upon them by an express enumeration of separate powers, including, but without limiting the generality of the above powers, discretionary authority to:

A. Settle, adjust and compromise any and all claims in favor of or against my estate or the trust estate created herein, without court authority or approval.

B. Pay general legacies, establish trusts and divide or distribute principal, in kind or in money, or partly in each, or by way of undivided interests, even if shares be composed differently, provided only that the allocation of property between the various shares of my residuary estate shall be fair and equitable as of the date of distribution and shall be subject to the approval of the Court having jurisdiction of my estate upon any judicial settlement or accounting. However, my Executors shall not use to satisfy the gift to my wife designated in Subparagraph "A." of Paragraph "VI." any asset which does not qualify for the federal estate tax marital deduction.

C. Hold property in their name or in the name of their nominee without disclosing the fact that the property is held in a fiduciary capacity; however, the records of my estate and trusts shall show such fact.

D. Make payments directly to any adult beneficiary irrespective of apparent mental or physical infirmity, provided that there has been no judicial determination of legal incapacity.

E. In the case of income or principal payable to any beneficiary, other than my wife, who is a minor, or a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustees, unable to administer properly such income or principal, then such income or principal may be paid out by the Trustees in any one or more of the following ways as they deem best:

- (a) directly to any such beneficiary; (b) to the legally appointed guardian or committee of any such beneficiary;
- (c) to any relative of any such beneficiary for the care, comfort, support, maintenance, education and welfare of any such beneficiary; (d) by the Trustees using such income or principal directly for the care, comfort, support, maintenance, education and welfare of any such beneficiary.

F. Except when a division is necessary for purposes of distribution, hold separate funds, including the funds of separate trusts, in one consolidated fund in which the separate funds shall have undivided interests.

G. Retain any and all stocks, bonds, notes, securities and/or other property, whether real or personal, constituting my estate at the time of my death, without liability for any decrease in value thereof.

H. Sell at public or private sale, exchange for like or unlike property, convey, lease for terms longer or shorter than any trust created in this my Last Will and Testament, and otherwise dispose of any or all property, real or personal, held in my estate, for such price and upon such terms and credits as they may deem proper.

I. Invest and reinvest all or any part of any trust estate in real or personal property, including stocks and unsecured obligations, undivided interests, interests in investment trusts, mutual funds, legal and discretionary common trust funds, leases and property which is outside my domicile, in their discretion, without limiting such investments to classes of securities or property which are now or may hereafter be prescribed by law as those in which trust funds shall be invested, and without regard to the proportion which such investment or investments of similar character may bear to the entire amount of the trust estate, and hold funds uninvested, or deposit any moneys of my estate, or of any trust hereby created, in one or more banks in any form of account, whether or not interest bearing.

J. Engage in, conduct, continue and carry on any business owned or operated by me at the time of my death, for so long and until such time as they, in their sole discretion, consider it advisable, without being liable or responsible for any loss arising thereby.

K. Make any agreements or take any action which they may deem advisable in connection with any consolidation,

merger, sale, reorganization or liquidation affecting investments and to receive and retain any stocks, bonds or other securities which may be issued in connection therewith; to exercise subscription or other rights to hold any securities so acquired.

L. Except as to any trust of which my wife is the income beneficiary, determine what constitutes income and what constitutes principal, including the determination whether certain expenses shall be charged against principal or income, except that all cash dividends shall be treated as income except as to the extent that the Trustees may determine that any part of such dividends represents a liquidation of capital assets; and all stock dividends and other stock distributions shall be treated as principal. With respect to any trust of which my wife is the income beneficiary, the Trustees and Executors shall have no power to make any allocations which would disqualify such trust for the federal estate tax marital deduction.

M. Elect to claim administrative expenses or other deductions, either for estate tax purposes or for the purpose of computing the fiduciary income tax in my estate, whenever such an election is permitted under the provisions of any federal or state tax laws applicable to my estate, provided that my Executors shall not elect to claim administrative expenses or other deductions for income tax purposes to the extent that such expenses and deductions exceed the distributable net income of the estate for the year in which the election is

made.

I further direct that it shall not be necessary for the income of my estate, or any income beneficiary thereof, to reimburse the principal of my estate for any additional state or federal estate taxes payable as a result of any such election.

N. Vote any corporate stock in person or by proxy, and execute general or restricted proxies to one or more nominees.

O. Employ counsel, agents and clerks concerning the management of my estate and the trusts created herein, at such compensation as they deem reasonable, including compensation for themselves.

XV. I authorize and empower my Executors to join with my wife or her Executor or Administrator, in filing a joint federal income tax return of the income of my said wife and myself for any period or periods for which such a return may be permitted. I further authorize and empower my Executors to agree with my said wife or her Executor or Administrator,

A. As to how the burden of the liability of federal income tax, or interest thereon, arising out of the filing of a joint return by my Executors and my said wife or her Executor or Administrator, shall be borne as between my estate and my said wife or her estate, and

B. As to who, as between my said wife or her estate and my estate, shall be entitled

1. To any refund or credit of any federal

income tax, or interest thereon, based on the filing of a joint return by my said wife and myself or by my Executors and my said wife or her Executor or Administrator,

2. To any refund or credit of any amount paid on account of any joint declaration of estimated federal income tax filed by my said wife and myself, and of the interest on any such refund, and

3. To the benefit of any payment made by my said wife or myself on account of any joint or separate declaration of estimated federal income tax.

My Executors may exercise the foregoing powers in such manner as they shall, in their absolute and uncontrolled discretion, deem best, whether in the interest of my wife or her estate or the interest of my estate.

I authorize and empower my Executors to consent for federal gift tax purposes to gifts made by my said wife as having been made One-half (1/2) by me and One-half (1/2) by her.

XVI. I expressly authorize my Trustees to receive and execute receipts for the proceeds of any life insurance policies on my life which may become payable to the Trustees; and I direct that a receipt executed by any one of my Trustees shall fully discharge the respective insurance companies from all liability and responsibility in respect of the payment and use of the proceeds of such policies. All such life insurance policy proceeds shall be added to and shall be administered and distributed as a part of "Trust Fund A" created in Paragraph "VI." of this Will. If the Trustees' claim to any insurance proceeds is con-

tested, whether by the insurance company or by any other claimant, the Trustees shall have full power and authority to settle, compromise or otherwise collect, or to enforce by legal action, any such contested policy, paying the expenses of such action out of the trust estate. The Trustees' decision in respect to any such contested claim shall be final and conclusive upon all persons interested in this Trust.

XVII. It is my desire that the Isaac Gordon Foundation distribute amounts substantially equal to the value of such assets as it receives under this my Last Will and Testament within approximately Ten (10) years after the date of my death. It is my desire that the Isaac Gordon Foundation retain assets equal in value to approximately Five per cent (5%) of the assets received under this my Last Will and Testament until the death of my wife. Accordingly, I request the Directors of the Isaac Gordon Foundation to begin a gradual distribution of such amounts to worthwhile charities after the date of my death, such distributions to constitute approximately Ten per cent (10%) per annum of the value of the assets received under this my Last Will and Testament.

In the event said Foundation is no longer in existence at a time when funds are payable to it under this my Last Will and Testament, I direct such funds shall be distributed to the Five (5) charities having received the largest amounts from said Foundation subsequent to the date of my death and in proportion to the amounts received by each.

IN WITNESS WHEREOF, I have hereunto subscribed my

name and affixed my seal this 28 day of November, 1961.

Isaac Gordon (L.S.)

WE, whose names are hereto subscribed, DO CERTIFY that on the 28 day of November, 1961, the testator, ISAAC GORDON, subscribed his name to this Instrument (consisting of Twenty-eight pages, inclusive of this page), in our presence and in the presence of each of us, and, at the same time, in our presence and hearing, declared the same to be his Last Will and Testament, and requested us, and each of us, to sign our names thereto as witnesses to the execution thereof, which we hereby do in the presence of the testator and of each other on the day of the date of the said Will, and write opposite our names our respective places of residence.

Elaine Koch residing at 4037 Buffalo Road
Chenango, New York

John J. Gilman residing at Rochester, New York

Ron Clark residing at Pittsford, N.Y.

Original recorded February 2, 1965 at 2:55 o'clock P. M.

George E. Boylen, Clerk

Per P.P.

21. Jean A. Gordon, Robert W. Clarke and
Lincoln Rochester Trust Company,
as Executors of the Last Will and
Testament of Isaac Gordon

Executor's Deed
Consideration: \$50,000.00

Dated: June 9, 1967

Ack.: same day

Rec.: June 9, 1967

-TO-

Hircliff Ltd.

Liber 3837 of Deeds, page 442

Conveys same as No. 19 with the same right-of-way and the same exception.

The parties of the first part hereby quit claim to the party of the second part all their right, title and interest, if any, to any property adjoining the above described premises on the south.

This conveyance is made subject to public utility easements and easements, covenants and restrictions of record in the Monroe County Clerk's Office affecting said premises, if any.

Being the se premises conveyed to the Isaac Gordon by deed dated July 19, 1960, and recorded in the Monroe County Clerk's Office on July 19, 1960, in Liber 3284 of Deeds, at page 431.

Contains Lien Fund Clause.

Revenue Stamps for \$55.00 affixed.

22. Jay H. Stubbings

Reference
Warranty Deed

Dated: May 3, 1967

Ack.: same day

Rec.: May 3, 1967

-TO-

Hircliff Ltd.

Liber 3810 of Deeds, page 336

Conveys all that tract or parcel of land, situate in the Town of Perinton, County of Monroe and State of New York, described as being a part of Town Lot 53 and bounded as follows: Commencing at a point in the south line of property conveyed to Jay H. Stubbings by Roy E. Stubbings by quit claim deed dated November 6, 1947, and recorded November 7, 1947, in the Monroe County Clerk's Office in Liber 2440 of Deeds, page 403; which said point is also the northwest corner of Lot #19 of Perinton Meadows Subdivision, Section 2 as shown on a map of said Perinton Meadows Subdivision, Section 2 filed in the Monroe County Clerk's Office in Liber 155 of Maps, page 58; thence (1) northerly at right angles to said south line of the Jay H. Stubbings property a distance of 125 ft. more or less to a point in the north line of said Jay H. Stubbings property; thence (2) easterly along said north line of Stubbings a distance of 299 feet more or less to a point in the said Jay H. Stubbings property east line, which said east line

is also the west line of the former Rochester, Syracuse and Eastern Railroad Company lands as conveyed to said Railroad Company by warranty deed dated November 25, 1905, and recorded in the Monroe County Clerk's Office November 28, 1905, in Liber 712 of Deeds, page 246 (now owned by Orlo Peters); thence (3) southerly along the said Jay H. Stubbings east line and the west line of the former Rochester, Syracuse and Eastern Railroad Company property a distance of 125 feet more or less to a point in the said south line of the Jay H. Stubbings property; thence (4) westerly along the said Jay H. Stubbings south line a distance of 299 feet more or less to the point and place of beginning.

Together with all right, title and interest of the said Jay H. Stubbings in and to the land or lands of the former Rochester, Syracuse and Eastern Railroad Company (now owned by Orlo Peters) east of the land course hereinabove described.

Subject to covenants, easements and restrictions of record.

Being a portion of the same premises conveyed to Jay H. Stubbings by Roy E. Stubbings by quit claim deed dated November 6, 1947, and recorded in the Monroe County Clerk's Office on November 7, 1947, in Liber 2440 of Deeds, page 403.

Contains Lien Fund Clause.

Revenue Stamps for \$9.90 affixed.

23. County of Monroe

Quit Claim Deed

-TO-

Dated: September 4, 1945

Ack.: same day

Rec.: October 16, 1945

Orlo Peters and
Irene Peters, his wife

Liber 2279 of Deeds, page 454

Conveys all those Tracts or Parcels of land, situate in the Town of Perinton, Monroe County, New York, that were conveyed to the Rochester, Syracuse and Eastern Railroad Company by the following deeds recorded in the Monroe County Clerk's Office:

1. Deed by Ruth Fishbeck, dated June 1, 1911 and recorded on March 11, 1912 in Liber 870 of Deeds at Page 360;
2. Deed by Henry Stubbings, dated September 12, 1905, and recorded June 21, 1906 in Liber 732 of Deeds at Page 469;
3. Deed by Elizabeth Dryer, dated November 25, 1905, and recorded November 28, 1905 in Liber 712 of Deeds at Page 445;
4. Deed by Francis J. Ferrin and Frances M. Ferrin, his wife, dated September 14, 1905, and recorded September 26, 1905 in Liber 715 of Deeds at Page 314;
5. Deed by Mary Pursell, dated November 25, 1905, and recorded November 28, 1905 in Liber 712 of Deeds at Page 446;
6. Deed by Hattie L. King, dated September 14, 1905, recorded November 9, 1905 in Liber 719 of Deeds at Page 74.

Hereby intending to describe the strip of land twenty feet wide formerly used by

Hereby intending to describe the strip of land twenty feet wide formerly used by the Rochester, Syracuse and Eastern Railroad Company for its power line running south from the Rochester Road thence east to the Barge Canal lands of the State of New York.

This conveyance is made subject to all unpaid taxes that are liens upon the above described premises.

24. Orlo Peters and
Irene Peters, his wife

Reference Exception
Quit Claim Deed

Dated: August 15, 1967

-TO-

Ack.: same day

Rec.: August 15, 1967

Gabrielli Brothers Corporation
(2nd party not certified)

Liber 3837 of Deeds, page 401

Conveys all that tract or parcel of land, situate in Lot 53, Town of Perinton, County of Monroe, State of New York more particularly described as follows: Beginning at the Northeast corner of the premises of the grantees herein which premises are more particularly described by deed recorded in the Monroe County Clerk's Office in Liber 3600 of Deeds at Page 220, thence (1) North 80° 34' 35" west a distance of 1034.041 feet to a point; thence (2) North 9° 25' 25" east a distance of 20 feet to a point; thence (3) South 80° 34' 35" east a distance of 1034.02 feet to a point; thence (4) South 7° 11' 47" west a distance of 20.02 feet to a point and to place of beginning containing 0.47 acres more or less.

Being part of the same premises conveyed to the grantors herein by deed recorded in the Monroe County Clerk's Office on October 16, 1945 in Liber 2279 of Deeds at Page 457.

Also conveying to the grantee an easement for storm and sewer purposes over such portion of the property retained by the grantors and purchased from the County of Monroe that is south of the J. R. Stubbings north line, extended in an easterly direction.

Contains Lien Fund Clause.

Revenue Stamps for \$2.20 affixed.

25. Orlo Peters and
Irene Peters, his wife

Warranty Deed

-TO-

Dated: August 15, 1967

Ack.: same day

Rec.: August 15, 1967

Hircliff, Ltd.

Liber 3837 of Deeds, page 440

Conveys all that tract or parcel of land, situate in Town Lot No. 53 in the Town of Perinton, Monroe County, State of New York, more particularly described as follows: Commencing at a point in the south line of lands formerly of the Rochester, Syracuse and Eastern Railroad Company, (which point is also the southeast corner of the lands conveyed to said Railroad Company by deed of Mary Pursell recorded in Monroe County Clerk's Office in Liber 712 of Deeds, page 446); thence (1) northerly along the easterly line of lands formerly of said railroad company (as conveyed to it by deed of said Pursell as aforesaid, and by deed of Frances J. Ferrin et ux. recorded in said Clerk's Office in Liber 715 of Deeds, page 314, and by deed of Elizabeth Dryer, recorded in said Clerk's Office in Liber 712, page 445 and partially along lands conveyed to said Railroad Company by deed of Henry Stubbings recorded in same Clerk's Office in Liber 732 of Deeds, page 469) a distance of approximately 1,000 feet to a point formed by the intersection of the said Railroad Company's said easterly line, and the south line of premises conveyed to Rellum Realty, Inc. by deed recorded in said Clerk's Office in Liber 2984 of deeds, page 259 (which point is also approximately 730.19 feet southerly along said easterly line from its intersection with the south line of Fairport Road; thence (2) westerly and at right angles to the last described course, a distance of 20 feet more or less to a point in the west line of the said Railroad Company's former lands (as conveyed to it by the aforesaid deeds); thence (3) southerly along the said west line of the said Railroad Company's former lands a distance of 1,000 feet more or less, to a point, which point is the southwest corner of the lands conveyed to the said Railroad by the aforesaid deed of Mary Pursell, thence (4) easterly along the south line of lands formerly of said Railroad Company a distance of 20 feet to the point and place of beginning.

Intending hereby to describe a parcel of land 20 feet wide at all points and being a part of the former Rochester, Syracuse and Eastern Railroad Company premises as conveyed to the grantors herein by deed of the County of Monroe dated September 4, 1945 and recorded in said Clerk's Office on October 16, 1945 in Liber 2279 of deeds, page 454.

There is also conveyed herewith an easement for sanitary and storm sewers and a water line over, under, across and through that part of the premises conveyed to the grantors herein by deed of the County of Monroe, as aforesaid, lying to the north of the above described premises and south of Fairport Road.

Subject to a storm and sewer drainage easement to Gabrielli Brothers Corporation by deed recorded on the same date this deed is recorded.

Contains Lien Fund Clause.

Revenue Stamps for \$7.15 affixed.

26. Hircliff, Ltd.

Warranty Deed

Dated: April 15, 1971

-TO-

Ack.: same day

Rec.: April 15, 1971

Qualitrol Corporation

Liber 4114 of Deeds, page 370

PARCEL I:

Conveys all that tract or parcel of land, situate in the Town of Perinton, County of Monroe, and State of New York, and more particularly described as follows: All that tract or parcel of land, containing 8.818 acres, more or less, being part of Town Lot 53, Township 12, Range 4, in the Town of Perinton, County of Monroe and State of New York, all as shown on Map Number 1033.00-20 showing property to be conveyed by Hircliff, Ltd., dated October 9, 1970 and revised March 3, 1971, prepared by Sear, Brown Schoenberger, Costich & Maletta, Civil Engineers and Land Planners, a copy of which is attached hereto, and being more particularly bounded and described as follows: Beginning at the southeast corner of Qualitrol Corporation property, formerly Rellum Realty, Inc. described in a deed and recorded in the Office of the Monroe County Clerk in Liber 2984 of Deeds, at page 259, said point being 593.57 feet southerly from the right-of-way line of Fairport Road, measured along the east boundary of Qualitrol Corporation property; thence (1) S 1° 04' 50" W, along the straight extension of said Qualitrol Corporation east boundary line, along the east boundary line of Hircliff, Ltd. property, a distance of 941.44 feet to an existing iron pin set in the southeast corner of Hircliff, Ltd. property; thence (2) N 87° 01' 30" W, along the south boundary of Hircliff, Ltd. property, said line being also the north boundary of now or formerly Gabrielli Brothers Corporation property, a distance of 394.22 feet to the southwest corner of former Gordon Estate property, said point being in the east boundary line of former Rochester, Syracuse and Eastern Railroad Company property; thence (3) N 1° 04' 50" E, along the east boundary line of property conveyed to Hircliff, Ltd. as described in Liber 3837 of Deeds, at Page 440, recorded in said Clerk's Office, said line being the east boundary of former Rochester, Syracuse and Eastern Railroad property, 140.65 feet to a point; thence (4) N 88° 55' 10" W, at right angles to the preceding line, 20.00 feet to a point, said point being the northeast corner of property conveyed by Jay H. Stubbings to Hircliff, Ltd. described in a deed and recorded in said Clerk's Office in Liber 3810 of Deeds, at Page 335; thence (5) N 1° 04' 50" E, along the west boundary line of property conveyed to Hircliff, Ltd. as described in deed recorded in said Clerk's Office in Liber 3837 of Deeds, at Page 440, a

distance of 787.76 feet to the northwest corner of Hircliff, Ltd. property; thence (6) S 88° 55' 10" E, along the north boundary line of Hircliff, Ltd. property, most of said line being also the south boundary of Qualitrol Corp. property, 414.00 feet to the point of beginning.

Being a part of the same premises conveyed to the grantor herein by deed of Jean A. Gordon, Robert W. Clarke, and Lincoln Rochester Trust Company as Executors of the Last Will and Testament of Isaac Gordon, which deed was recorded in said Clerk's Office in Liber 3837 of Deeds, at Page 442 on August 15, 1967.

PARCEL II:

Also, conveying herewith all of the grantor's right, claim, title and interest in and to a right-of-way for ingress, egress and regress over a strip of land 30 feet in width measured at right angles to its east and west lines an extending from Fairport Road southerly to the north boundary of Hircliff, Ltd. property herein conveyed, the west line of said right-of-way to be 40 feet east, measured at right angles from the west boundary of Qualitrol Corporation property, said west boundary being the east boundary of former Rochester, Syracuse and Eastern Railroad property, conveyed to Orlo Peters and Irene Peters, his wife, by County of Monroe September 4, 1945 and recorded in Liber 2279 of Deeds, at Page 454, in said Clerk's Office.

Being a part of the same premises, namely, a right-of-way, conveyed to the grantor herein by deed of Jean A. Gordon, Robert W. Clarke, and Lincoln Rochester Trust Company as Executors of the Last Will and Testament of Isaac Gordon, which deed was recorded in said Clerk's Office in Liber 3837 of Deeds, at Page 442 on August 15, 1967.

PARCEL III:

Also, conveying herewith an easement for sanitary and storm sewers and water line over the strip of land 20 feet wide, extending from the south right-of-way line of Fairport Road to the north boundary of Hircliff, Ltd. property herewith conveyed, said strip being the former Rochester, Syracuse and Eastern Railroad property, said easement described in a deed from Orlo Peters and Irene Peters, his wife, to Hircliff, Ltd. dated August 15, 1967 and recorded in Liber 3837 of Deeds, at Page 440 in said Clerk's Office.

PARCEL IV:

Also, conveying herewith to the grantee herein the right to convey to the Town of Perinton, or any sewer district thereof, a permanent easement for future sanitary and storm sewers 20 feet in width, over, under, and across a part of the premises conveyed to the grantor herein by deed of Jay H. Stubbings, recorded in said Clerk's Office in Liber 3810 of Deeds, at Page 335. Said easement is more particularly described as follows: Commencing at a point formed by the intersection of the west line of Sunnybrook Lane with the south line of premises conveyed to the grantor herein by deed of Jay H. Stubbings, recorded in said Clerk's Office in Liber 3810 of Deeds, at Page 335; thence (1) easterly along the said south line and the south line produced easterly, a distance of 144 feet, more or less, to a point in the east line of the premises conveyed to the grantor herein by deed of Orlo Peters and Irene Peters, his wife, recorded in said Clerk's Office in Liber 3837 of Deeds, at Page 440; thence (2) northerly along the said east line from

formerly Peters' premises, a distance of 20 feet to a point; thence (3) westerly along a line parallel to and 20 feet distant at all points from Course #1, a distance of 144 feet to a point; thence (4) southerly, a distance of 20 feet to the point and place of beginning.

Subject to the prior right of the grantor herein to convey the aforementioned easement to the Town of Perinton, or any sewer district thereof, in which case any consideration paid for said easement shall belong to the grantee herein, its successors or assigns.

The grantor reserves the right upon the conveyance of the aforementioned easement to the Town of Perinton by the grantor or grantee herein, to connect into and use any sanitary or storm sewer facilities appurtenant to said easement.

Subject to all easements, covenants and restrictions of record, including an easement for sanitary and storm sewer purposes, 20 feet in width as described in a deed from Orlo Peters and Irene Peters, his wife, to Gabrielli Brothers Corporation, recorded in said Clerk's Office in Liber 3837 of Deeds, at Page 401.

By the acceptance and recording of this deed, the grantee herein, its successors or assigns, as a covenant running with the land, promises that upon the creation of a sewer district of the Town of Perinton which shall include within its boundaries Parcel I above it will convey to the said Town of Perinton, or a sewer district thereof, an easement for sanitary and storm sewer purposes, over, under, and across a parcel of land more particularly described as follows: Commencing at a point on the west line of Parcel I above where it is intersected by the north line (Course #3) of Parcel IV above; thence (1) southerly along the west line of the aforesaid Parcel I, a distance of 35 feet, more or less, to a point, which is the southwest corner of said Parcel I; thence (2) south. $87^{\circ} 01' 30''$ east along the south line of Parcel I, a distance of 394.22 feet to an iron pin in the southeast corner of Parcel I; thence (3) north $1^{\circ} 04' 50''$ east, along the east line of the said line of Parcel I, a distance of 20 feet, more or less, to the point of intersection of this course with the hereinafter described Course #4; thence (4) westerly along a line parallel to and 20 feet distant at right angles at all points from Course #2 herein, a distance of 374.22 feet to a point; thence (5) northerly on a line parallel to and 20 feet distant at right angles at all points from Course #1 herein, a distance of 15 feet to a point; thence (6) westerly, a distance of 20 feet, more or less, to the point or place of beginning.

Parcel I is also a part of the premises conveyed to the grantor herein by deed of Orlo Peters and Irene Peters, his wife, dated August 15, 1967 and recorded in Liber 3837 of Deeds, at Page 440 in said Clerk's Office.

Note: See Map attached hereto.

Contains Lien Fund Clause.

Revenue Stamps for \$82.50 affixed.

27. Qualitrol Corporation

Easement

-TO-

Town of Perinton
(2nd party not certified)

Dated: December 19, 1975

Ack.: same day

Rec.: July 16, 1976

Liber 5060 of Deeds, page 107

Note: See document herewith.

EASEMENT FOR SANITARY SEWER

THIS AGREEMENT made the 19th day of December, 1975, by and between QUALITROL CORPORATION, a domestic corporation with principal offices at 1385 Fairport Road, Fairport, New York 14450,

Grantor,

and

TOWN OF PERINTON, a municipal corporation with its principal office at 31 South Main Street, Fairport, New York, hereinafter referred to as Town,

Grantee

WITNESSETH:

The Grantor, for and in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable consideration paid by the Town to the Grantor, hereby sell, grant and convey, and by these presents they have sold, granted and conveyed to the Town, its successors, assigns or special districts forever, a perpetual right of way, easement and privilege to enter onto that portion of the lands of the Grantor more particularly described in Schedule A attached hereto, which is made a part hereof as if set forth fully herein.

1. The Town and its agents, employees and contractors may at any time enter upon the whole or any portion of the permanent easement described above for the purpose of constructing, laying and placing sanitary sewers, connections and appurtenances at or below ground level, and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of such sewers which construction and maintenance is for the benefit of the Town and the sewer systems maintained by it. Said permanent easement is more particularly described at Schedule A herein.

2. The Town and its agents, employees and contractors may at any time enter upon and use the surface of an additional strip of land ranging in width from 10 feet to 20 feet and contiguous to the permanent easement granted herein as the same is more particularly described in Schedule B herein. At the termination of any temporary occupancy hereby authorized, the Town will restore at its own expense the law and shrubbery only to as reasonably good condition as before, insofar as it is feasible or reasonable to make such restoration.

3. The Grantor, its heirs, successors and assigns in interest reserve the right to plant and maintain shrubbery, and lawn on the lands in which the permanent easement is granted, but when it is necessary for the Town to enter thereon for construction, maintenance, repair, replacement, en-

39777
ANTELL, HARRIS,
GITHLER & CALLERI
ATTORNEYS AT LAW
SIXTH FLOOR
19 WEST MAIN STREET
ROCHESTER, NEW YORK

RECORDED
1976
JUL 16
100.00
STATION
NEW YORK
100.00

largement or improvement of any sanitary sewer or parts thereof, it will replace the shrubbery and lawn which it has removed or damaged at its expense, in as reasonably good condition as before insofar as it is feasible or reasonable to make such replacement. The Town may at any time remove trees or other obstruction from the area of the permanent easement which it determines are interfering with the operation or maintenance of any sewer therein without any liability to the Grantor, except for the negligent removal thereof.

4. The Grantor, its heirs, successors and assigns in interest, hereby release the Town from any and all damage to the lands adjacent to the land in which the Town is granted this easement, including any decrease in the value of such lands resulting from the construction or maintenance of the sewer system therein except damages for the negligence of the Town in the construction or maintenance thereof.

5. The land of the Grantor adjacent to the lands described in Schedule A hereto attached in which the Town has acquired this easement is not relieved by reason of the grant thereof, from the obligation to pay whatever sewer charges may be annually assessed and levied on such adjacent land by the Town pursuant to the powers conferred by statute.

6. The Grantor covenants that the Town shall quietly enjoy this easement and will forever warrant the title to the same.

7. The Grantor, its heirs, successors and assigns in interest reserve the full use and enjoyment of the premises hereby conveyed, including the right to dedicate said easement to the County of Monroe, or other governmental unit, for highway purposes, and to exercise the rights of ingress and egress over the same to their adjacent lands or public highways, except for the purposes herein granted to the Town.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be affixed hereto and these presents to be executed by its duly authorized officer the day and year first above written.

QUALITROL CORPORATION

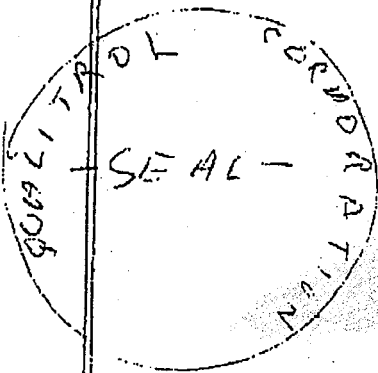
By *J. J. Seidman Jr.*

S E A L

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 19th day of Dec. , 1975, before me personally came

J. R. Bodker, to me personally known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York; that he is the Vice Pres-Gen Mgr of QUALITROL CORPORATION, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Yvonne S. Rite
Notary Public
New York
N. Y.
1977

ANTELL, HARRIS,
GITHLER & CALLERI
ATTORNEYS AT LAW
SIXTH FLOOR
18 WEST MAIN STREET
ROCHESTER, NEW YORK

SCHEDULE A

PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 53, Township 12, Range 4, Town of Perinton, Monroe County, New York, more particularly bounded and described as follows:

Beginning at a point in the westerly line of Grantor's property which point is 3.09 feet southerly along said westerly line from a point in the southerly line of Fairport Road located at the northwest corner of premises conveyed to Qualitrol Corporation by deed recorded in the Monroe County Clerk's Office in Liber 3692 of Deeds at page 115; thence

(1) S 63° 59' 19" east, a distance of 177.65 feet to a point; thence

(2) S 57° 29' 40" east, a distance of 274.60 feet to a point on the easterly line of Grantor's premises; thence

(3) S 01° 04' 50" west, along Grantor's easterly line, a distance of 529.50 feet to a point; thence

(4) N 88° 55' 10" west, a distance of 20.00 feet to a point; thence

(5) N 01° 04' 50" east, a distance of 518.28 feet to a point; thence

(6) N 57° 29' 40" west, a distance of 262.24 feet to a point; thence

(7) N 63° 59' 19" west, a distance of 167.21 feet to a point on the westerly line of Grantor's property; thence

(8) N 01° 04' 50" east, along Grantor's westerly line a distance of 22.06 feet to the point of beginning, containing 19295 square feet of land more or less, as shown on a map prepared by LaVern R. Celestino P.L.S. dated July 9, 1975 under the direction of William C. Larsen, P.E. and designated "Parcel 4".

Being and hereby intending to grant an easement across portions of two parcels of land which were conveyed to the Grantor by deeds recorded in the Monroe County Clerk's Office in Liber 3696 of Deeds at page 115 and in Liber 4114 of Deeds at page 370 respectively.

SCHEDULE A

SCHEDULE BTEMPORARY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot 53, Township 12, Range 4, Town of Perinton, Monroe County, New York, more particularly bounded and described as follows:

Beginning at a point in the westerly line of Grantor's property which point is 25.15 feet southerly along said westerly line from a point in the southerly line of Fairport Road located at the northwest corner of premises conveyed to Qualitrol Corporation by deed recorded in the Monroe County Clerk's Office in Liber 3692 of Deeds at page 115; thence

(1) S 63° 59' 19" east, a distance of 167.21 feet to a point;
thence

(2) S 57° 29' 40" east, a distance of 262.24 feet to a point;
thence

(3) S 01° 04' 50" west, a distance of 518.28 feet to a point; thence

(4) N 88° 55' 10" west, a distance of 20.00 feet to a point;
thence

(5) N 01° 04' 50" east, a distance of 257± feet to a point; said point being no less than 1.00 feet southerly, measured at right angles, from the southerly face of the existing Qualitrol Building; thence

(6) S 88° 55' 10" east, running parallel to and no less than 1.00 feet easterly of the easterly face of said existing building, a distance of 8± feet to a point; thence

(7) N 01° 04' 50" east, running parallel to and no less than 1.00 feet easterly of the easterly face of said existing building, a distance of 33± feet to a point; thence

(8) N 88° 55' 10" west, running parallel to and no less than 1.00 feet northerly of the northerly face of said existing building, a distance of 8± feet to a point; thence

(9) N 01° 04' 50" east, running parallel to and no less than 1.00 feet easterly of the easterly face of said existing building, a distance of 235± feet to a point; thence

(10) N 57° 29' 40" west, a distance of 10.00 feet to a point;
thence

ANTELL, HARRIS,
GITHLER & CALLERI
ATTORNEYS AT LAW
SIXTH FLOOR
15 WEST MAIN STREET
ROCHESTER, NEW YORK

(11) S 32° 30' 20" west, a distance of 5.00 feet to a point; thence
(12) N 57° 29' 40" west, a distance of 231.29 feet to a point;
thence

(13) N 63° 59' 19" west, a distance of 162.00 feet to a point on
the Grantor's westerly property line; thence

(14) N 01° 04' 50" east, along the Grantor's westerly property
line, a distance of 11.03 feet to the point of beginning, containing 14229
square feet of land more or less, as shown on a map prepared by LaVern R.
Celestino P.L.S. dated July 9, 1975 under the direction of William C. Larsen,
P.E. and designated Parcel "4A".

Being and hereby intending to grant an easement across portions of
two parcels of land which were conveyed to the Grantor by deeds recorded
in the Monroe County Clerk's Office in Liber 3696 of Deeds at page 115 and
in Liber 4114 of Deeds at page 370 respectively.

SCHEDULE B

-2-

EASEMENT FOR SANITARY SEWER EXTENSION 18 TO PERINTON SEWER DISTRICT 3 TOWN OF PERINTON, MONROE COUNTY, NEW YORK

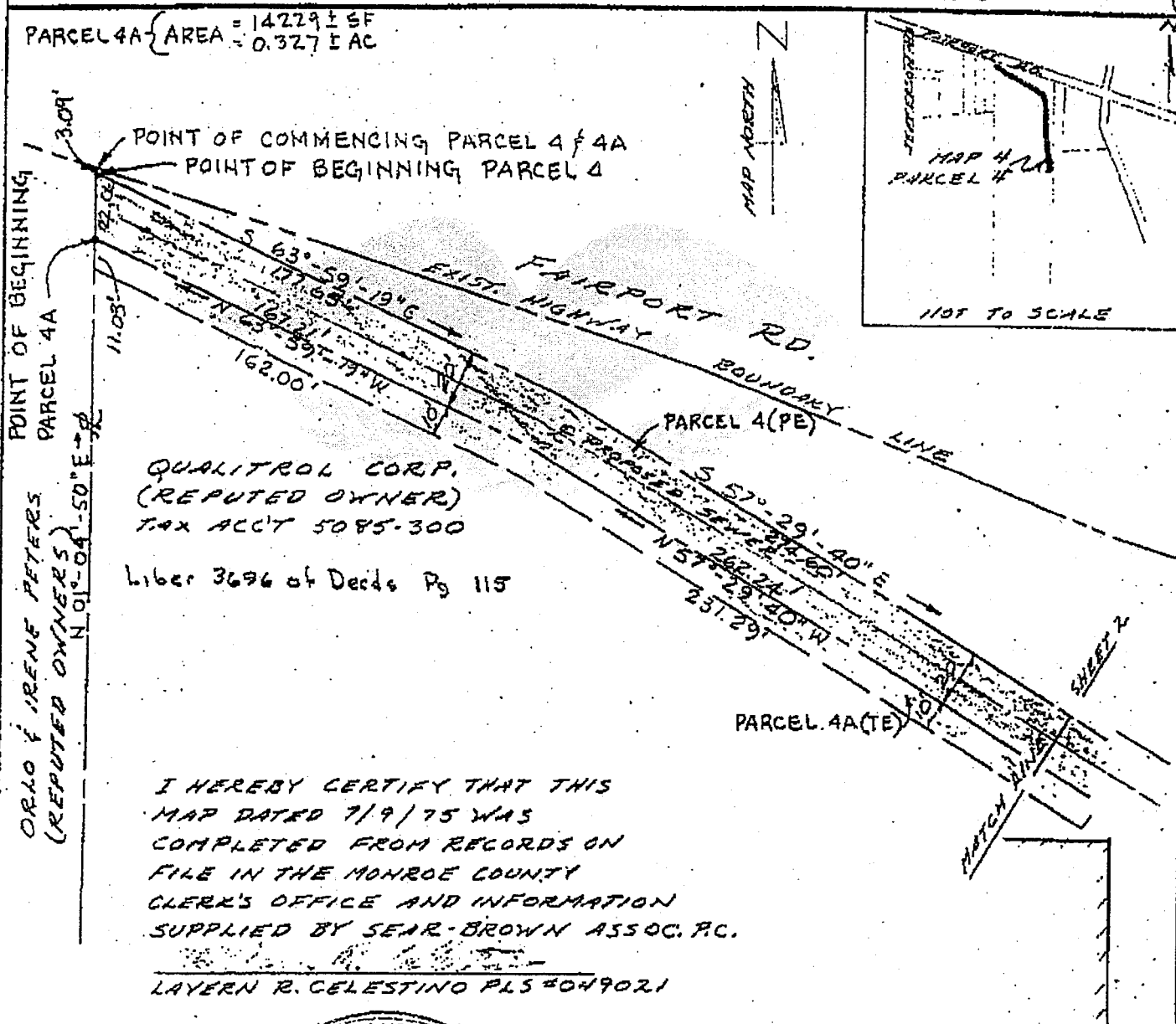
MAP NO: 4
PARCEL NO: 4
PARCEL 4 AREA = 14245 ± SF
= 0.443 ± AC.

SHEET 1 OF 3

DATE: 7/9/75
SCALE: 1" = 50'

Revised 8/5/75

PARCEL 4A AREA = 14229 ± SF
= 0.327 ± AC



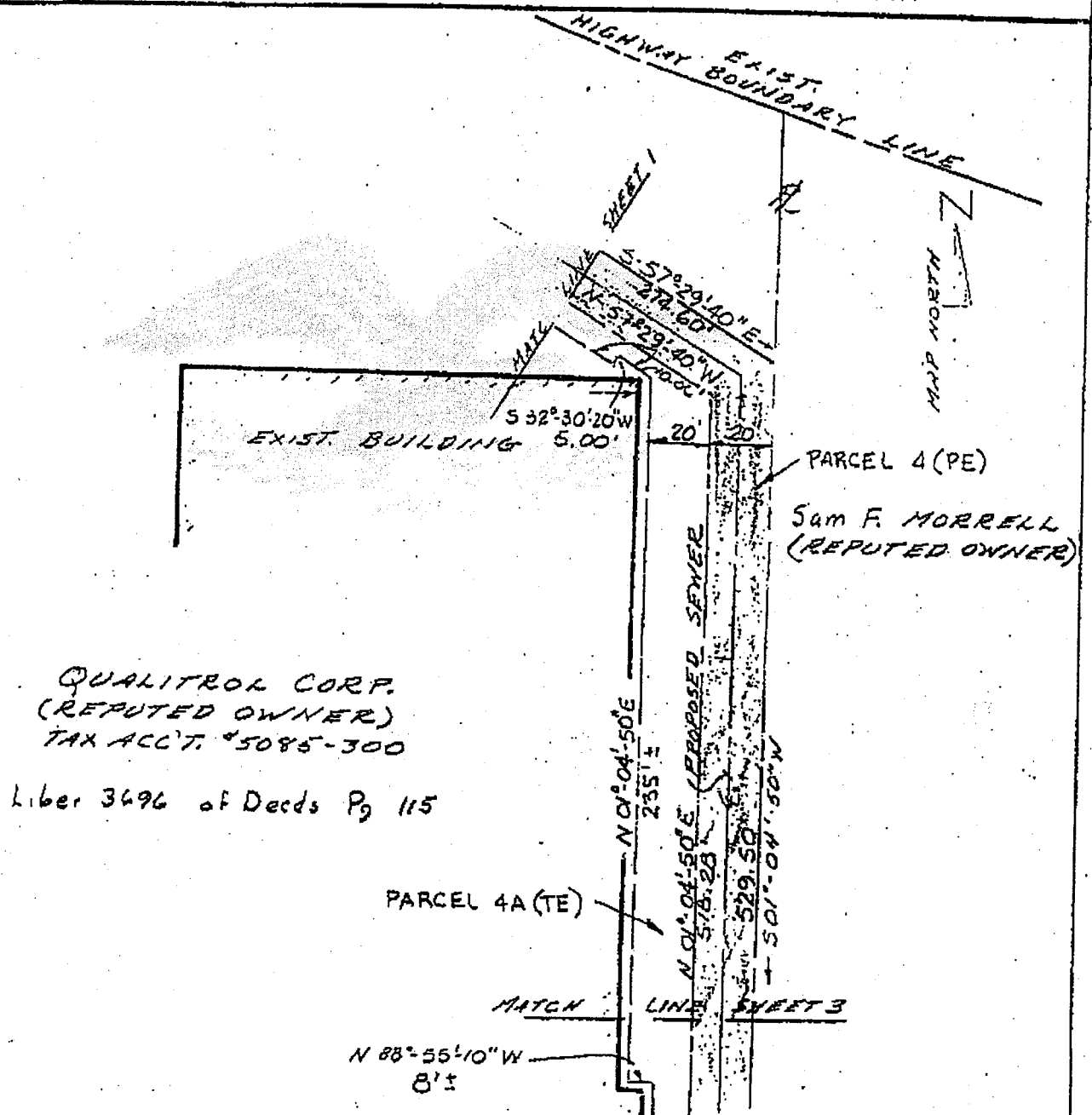
LIBER 5060 PAGE 114 EASEMENT FOR SANITARY SEWER
EXTENSION 18 TO PERINTON SEWER DISTRICT 3
TOWN OF PERINTON, MONROE COUNTY, NEW YORK

MAP NO: 4
PARCEL NO: 4

SHEET 2 OF 3

DATE: 7/9/75
SCALE: 1"=50'

Revised 8/5/75



PREPARED BY:

William C. Larsen, P.E.

CIVIL - SANITARY - MUNICIPAL
ENGINEERING

44 SAGINAW DRIVE - ROCHESTER, N.Y. 14623

LIBER 5060 PAGE 116

EASEMENT FOR SANITARY SEWER
EXTENSION 18 TO PERINTON SEWER DISTRICT 3
TOWN OF PERINTON, MONROE COUNTY, NEW YORK

MAP NO: 4

PARCEL NO: 4

DATE: 7/9/75
SCALE: 1"=50'

SHEET 2 OF 3

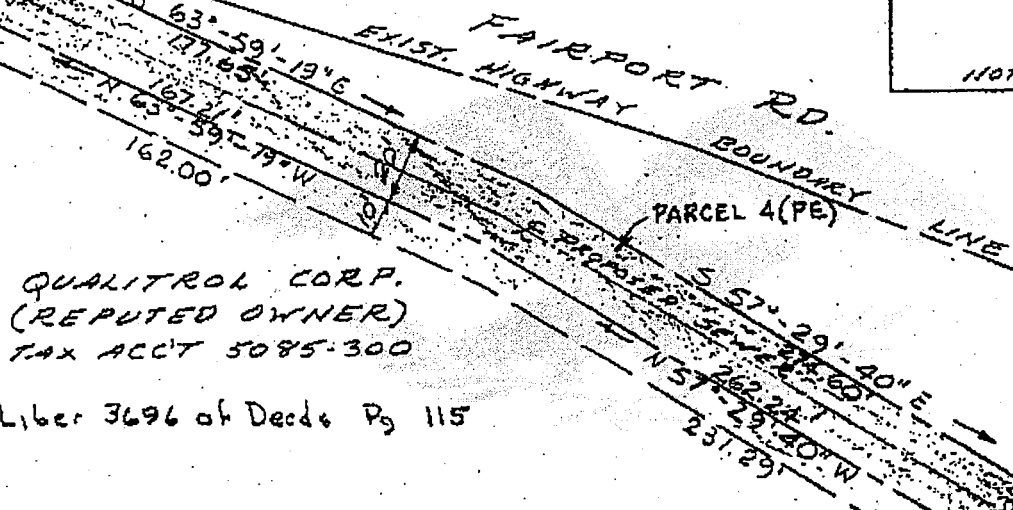
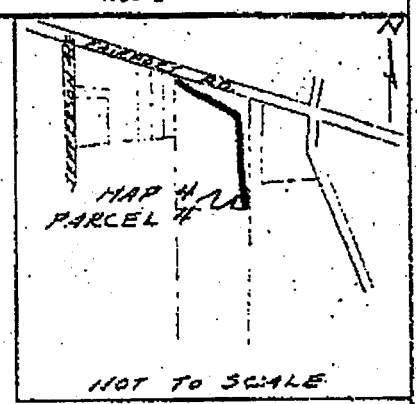
Revised 8/5/75

PARCEL 4 AREA = 14245 SF
= 0.443 AC.

PARCEL 4A AREA = 14229 SF
= 0.327 AC

POINT OF BEGINNING
PARCEL 4A
ORLO & IRENE PETERS
(REPUTED OWNERS)
N 01° 04' 50" E 162.00'

POINT OF COMMENCING PARCEL 4 & 4A
POINT OF BEGINNING PARCEL 4

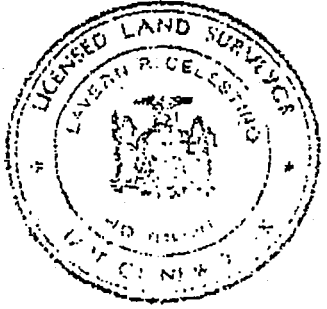


QUALITROL CORP.
(REPUTED OWNER)
TAX ACCT 5085-300

Liber 3696 of Deeds Pg 115

I HEREBY CERTIFY THAT THIS
MAP DATED 7/9/75 WAS
COMPLETED FROM RECORDS ON
FILE IN THE MONROE COUNTY
CLERK'S OFFICE AND INFORMATION
SUPPLIED BY SEAR-BROWN ASSOC. P.C.

LAYERN R. CELESTINO PLS #049021



NOTE: ALL BEARINGS REFER TO
MAP NORTH ONLY

PREPARED BY:

William C. Larsen, P.E.

CIVIL - SANITARY - MUNICIPAL
ENGINEERING

44 SAGINAW DRIVE - ROCHESTER, N.Y. 14623

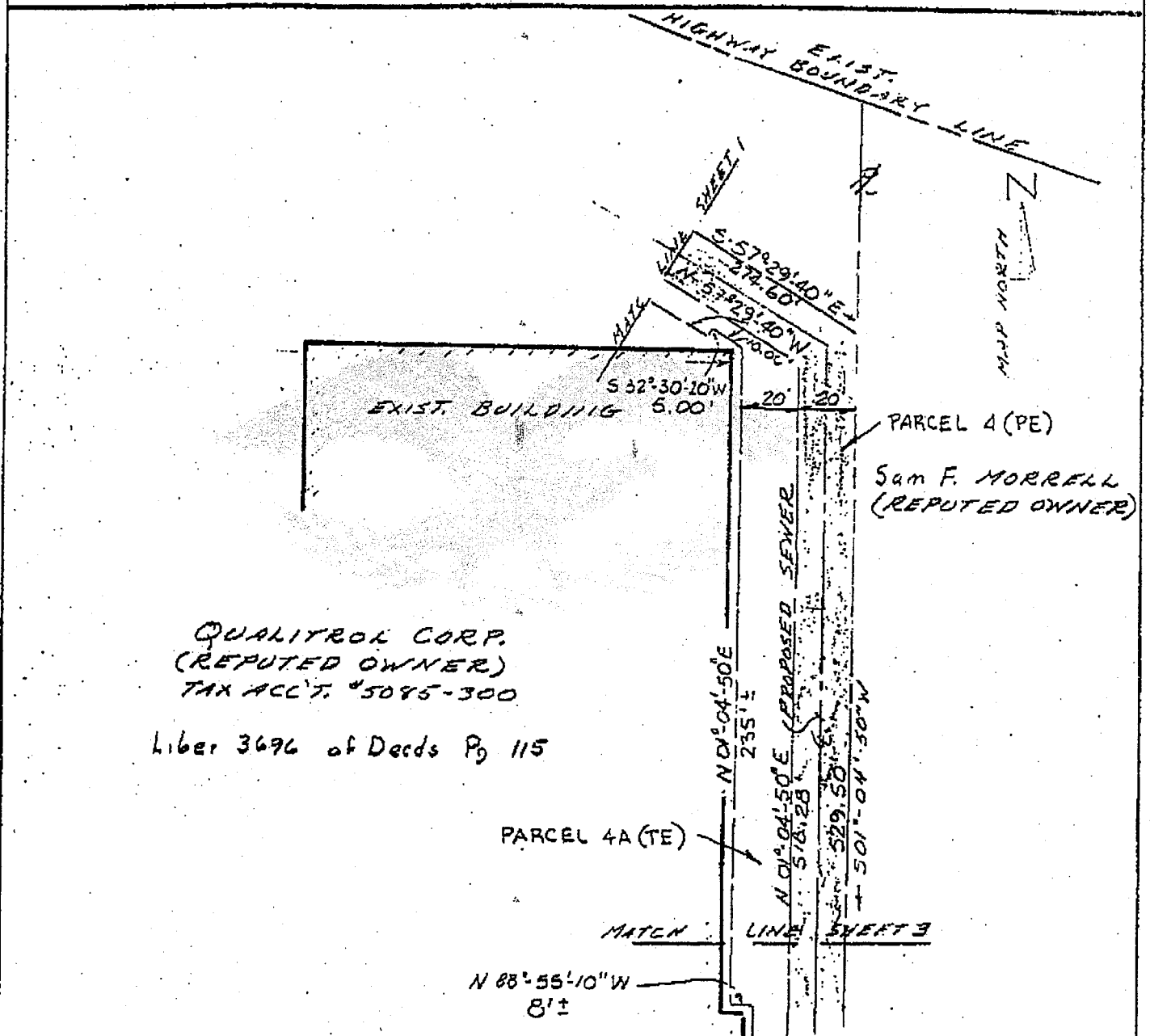
EASEMENT FOR SANITARY SEWER **LIBER 5060 PAGE 117**
 EXTENSION 18 TO PERINTON SEWER DISTRICT 3
 TOWN OF PERINTON, MONROE COUNTY, NEW YORK

MAP NO: 4
 PARCEL NO: 4

DATE: 7/9/75
 SCALE: 1"=50'

SHEET 2 OF 3

Revised 8/5/75



QUALITROK CORP.
 (REPUTED OWNER)
 TAX ACCT. #5085-300

Liber 3696 of Deeds Pg 115

PREPARED BY:

William C. Larsen, P.E.

CIVIL - SANITARY - MUNICIPAL
 ENGINEERING

44 SAGINAW DRIVE - ROCHESTER, N.Y. 14623

PAGE 118

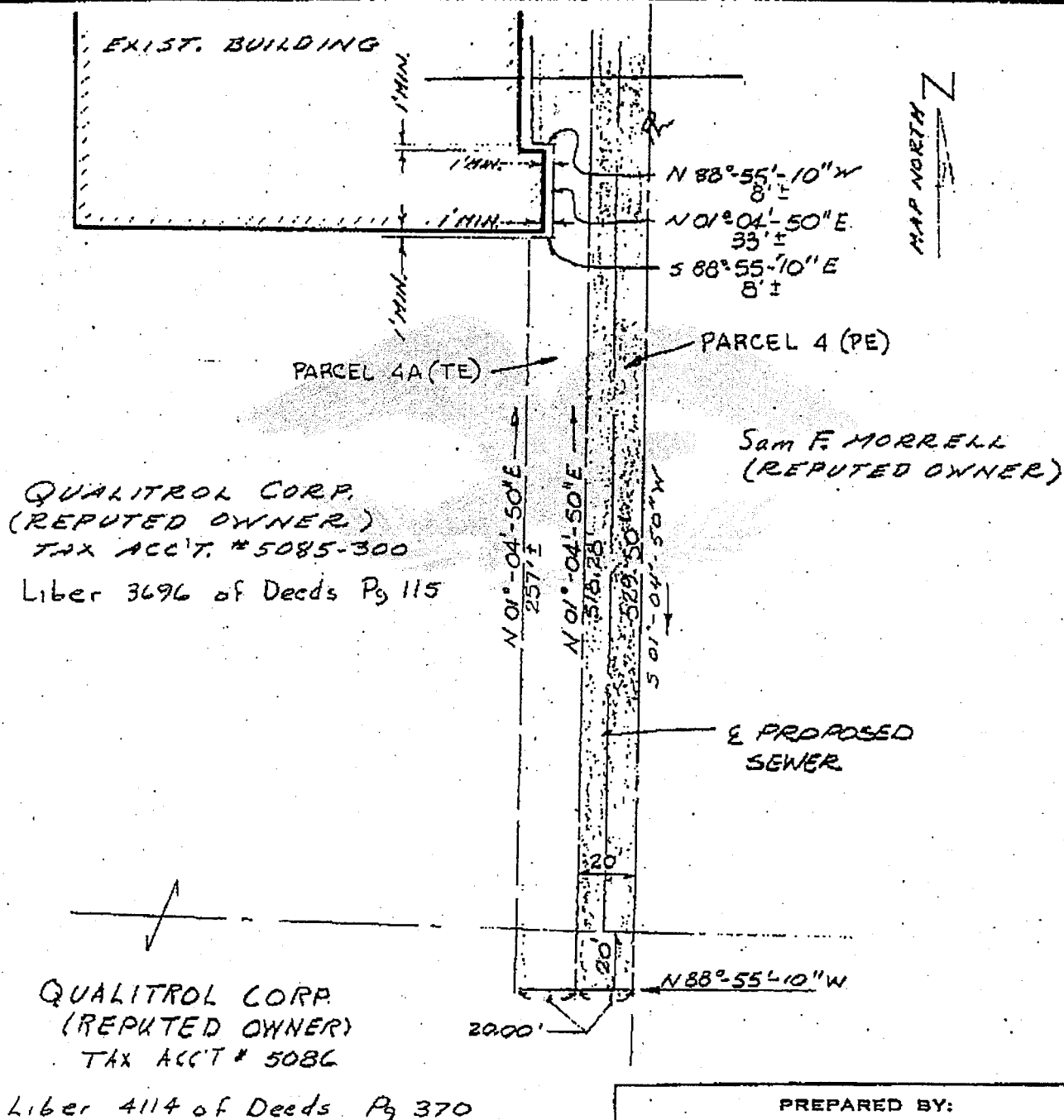
060. PAGE 118 EASEMENT FOR SANITARY SEWER
EXTENSION 18 TO PERINTON SEWER DISTRICT 3
TOWN OF PERINTON, MONROE COUNTY, NEW YORK

MAP NO: 4
PARCEL NO: 4

DATE: 7/9/75
SCALE: 1"=50'

SHEET 3 OF 3

Revised: 8/5/75



PREPARED BY:

William C. Larsen, P.E.

CIVIL - SANITARY - MUNICIPAL
ENGINEERING

44 SAGINAW DRIVE—ROCHESTER, N.Y. 14623

LIBER 5060 PAGE 119

State of New York

Monroe County, ss.

Recorded on the 16th day
of July 1964
at 2:04 o'clock P. M. in Liber
5060 of Recorder
at page 107 and examined

J. H. Jones

MONROE COUNTY CLERK

13

28. In the Matter

Certificate of Incorporation

-OF-

Z 1965-18054

Filed in the Monroe County

Clerk's Office: November 29, 1965

Qualitrol Corporation

Box No.: 438

Docket 13, page 183

FIRST AMERICAN TITLE INSURANCE COMPANY

In consideration of one or more dollars to it in hand paid, hereby Certifies to the record owners of an interest in or specific lien upon the premises hereinafter referred to or described that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of **Monroe** in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof, Mortgages, Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket and Index of Incompetencies, and also the indexes to estates in the office of the Surrogate of said County, against the names of the parties appearing in the foregoing Abstract of Title as owning or having an interest in the premises hereinafter described, during the record period of such ownership respectively from and including the date **November 28, 1873 for premises at No. 1 and September 4, 1945 for premises at No. 23** to the date hereof.

And that it finds the items set forth in the foregoing Abstract of Title, and nothing more, and that said items are correctly set forth, and that there is nothing more in said indexes which appears to affect the premises or any part thereof, described in Liber **4114** of **Deeds**, at page **370** in said Clerk's Office, set forth in said Abstract of Title in No. **26** on the margin hereafter (except liens of encumbrances correctly discharged of record.)

28 NUMBERS


And **FIRST AMERICAN TITLE INSURANCE COMPANY** further Certifies that no judgment appears upon the docket books to have been docketed during the last 10 years, and no Collector's Bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Federal Tax Lien filed and indexed during the last ten years and 1 month, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of the persons who appear from the foregoing Abstract of Title to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; that the items set forth in the foregoing Abstract of title, including those taken from the records and files of the Office of the Surrogate of **Monroe** County, are correctly abstracted.

In Witness Whereof, the Corporation has caused these presents to be signed by an Authorized Officer, this **21st** day of **November 2012** at **8:59 AM**.

File No.: **377139²**

Abstracted By: **T. Forshay/tmb bc**

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: 
Dennis J. Gilmore, President

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section VIII. Contact List Information

1. The Chief executive officer and planning board chairperson of each county, city, town and village in which the property is located:

a. **Monroe County**

Monroe County Executive

110 County Office Building
39 W. Main St.
Rochester, NY 14614

Phone: 585 753-1000

Fax: 585 753-1014



County Executive

e-mail: [Maggie Brooks](mailto:Maggie.Brooks@monroecounty.org)

The County Executive is the chief executive officer and administrative head of the Monroe County government. The County Executive develops policies, proposes legislation to the County Legislature, appoints department heads, directs the preparation of the annual operating budget and the Capital Improvement Program and coordinates the management of all departments. The County Executive also represents County interests to the local, state and federal governments. The County Executive is elected to serve a four-year term.



Deputy County Executive

Dan DeLaus

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information



Assistant County Executive

Jerry J. Helfer

Dept. of Planning and Development

Thomas Goodwin, Planning Manager

8100 City Place
50 W. Main St.
Rochester, NY 14614

Phone: 585 753-2000
Fax: 55 753-2028

b. Village of Fairport

The Village Board is the local legislative body, consisting of the Mayor and four Trustees. Board members are elected in the November general elections and serve a term of four years.



Mayor

Frederick H. May
209 South Main Street
(585) 421-3209
fhm@fairportny.com

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information



Deputy Mayor

H. Kevin Clark

116 West Church Street

(585) 223-2098

kclark@campuscmg.com

c. Town of Perinton

Town Hall Offices

1350 Turk Hill Road
Fairport, NY 14450

General Information

(585) 223-5050



Town Supervisor

James E. Smith



Planning Board Chair

James P. Brasley

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

2. Residents, owners, and occupants of properties adjacent to the property:

Fairport Office Park Associates
1387 Fairport Rd. Office Suite 1000C
Fairport, NY 14450

Russell J. Gugino
103 Garden Dr.
Fairport, NY 14450

Craig S. & Katherine L. Dupra
105 Garden Dr.
Fairport, NY 14450

Vincent & Katherine M. Lostumbo
107 Garden Dr.
Fairport, NY 14450

Carole B. Frank
109 Garden Dr.
Fairport, NY 14450

James R. & Maureen B. Parker
111 Garden Dr.
Fairport, NY 14450

Nicholas F. Cianfrocco
14 Sunnybrook Lane
Fairport, NY 14450

Jefferson Park Apartments
120 Jefferson Ave.
Fairport, NY 14450

Anthony J. & Grace A. Arena
7 Pilgrim Circle
Fairport, NY 14450

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

RPA 1355 Real Estate Holdings LLC
1355 Fairport Rd.
Fairport, NY 14450

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

3. Local news media:

[**Democrat & Chronicle**](#) 55 Exchange Blvd., Rochester, NY 14614

[**Rochester Business Journal**](#) 45 East Ave., Ste. 500, Rochester, NY 14604

[**Channel 8, WROC-TV**](#) 201 Humboldt St., Rochester, NY 14610

[**Channel 9, R News**](#) 71 Mount Hope Ave., Rochester, NY 14620

[**Channel 10, WHEC-TV**](#) 191 East Ave., Rochester, NY 14604

[**Channel 13, WHAM-TV**](#) 4225 W. Henrietta Rd., Rochester, NY 14623

[**Channel 21, WXXI-TV**](#) 280 State St., Rochester, NY 14614

[**Channel 31, WUHF-TV**](#) 201 Humboldt St., Rochester, NY 14610

[**WHAM, 1180 AM**](#). HSBCPlaza, 100 Chestnut St. Rochester, NY 14604

[**WXXI, 1370 AM/91.5 FM**](#) WXXI Public Broadcasting Council, 280 State St., PO Box 30021, Rochester, NY 14603-3021

[**WGMC, 90.1/105.1 FM**](#) 750 Maiden Lane, Rochester, NY 14615

[**WBEB, 90.5 FM**](#) 2596 Baird Rd., Penfield, NY 14526-2333

[**WBEE, 92.5 FM**](#) High Falls Studios, 70 Commercial St., Rochester, NY 14614

[**WZNE, 94.1 FM**](#) The Zone, 28 E. Main St., Rochester, NY 14614

[**WNVE, 95.1/95.5 FM**](#) 207 Midtown Plaza, Rochester, NY 14604

[**WPXY, 97.9 FM**](#) High Falls Studios, 70 Commercial St., Rochester, NY 14614

[**WVOR, 100.5 FM**](#) HSBCPlaza, 100 Chestnut St. Rochester, NY 14604

[**WARM, 101.3 FM**](#) 28 East Main Street, 8th Floor, Rochester, NY 14614

[**WJZR, 105.9 FM**](#) 1237 E. Main St., Ste. E, Rochester, NY 14609

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

4. Public water supplier which services the area in which the property is located:

Monroe County Water Authority
475 Norris Drive
Rochester, NY 14610

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

5. Any person who has requested to be placed on the contact list.

No one has requested to be placed on the contact list.

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

6. The administrator of any school or day care facility located on or near the property.

There are no schools or day care facilities located on or near the property.

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
Section VIII. Contact List Information

7. The location of a document repository for the project (see also letter sent to repository):

Fairport Public Library
1 Fairport Village Landing
Fairport, NY 14450



November 27, 2012

Ms. Lin Macholz
Assistant Director
Fairport Public Library
1 Fairport Village Landing
Fairport, NY 14450

Dear Ms. Macholz;

Thank you for speaking with me today regarding the establishment of a document repository for a project with Qualitrol and NYSDEC.

Per our discussion, the Fairport Public Library has agreed to act as a document repository. For this repository, documents will be provided by Qualitrol and/or the NYSDEC. When these documents are provided, NYSDEC will also provide the required dates of availability for these documents.

Thanks again for your assistance. Should you have any questions, please contact me at 224-430-3509 or Ginny Murn at 585-465-0896.

We look forward to working with you and the Fairport Public Library.

Sincerely,

Gladys Thomas
Qualitrol EHS
Gladys.thomas@dancon.com

cc: Ginny Murn, Qualitrol
NYSDEC – BCP Application

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section IX. Land Use Factors

14. Describe the proximity to real property currently used for residential use, and to urban, commercial, industrial, agricultural, and recreational areas.

On the east side of the facility property there is are light industrial and commercial areas (bowling alley and office park) accessed via Fairport Park Road which lies adjacent to the property line. On the north side of the facility property is Fairport Road/31F. Further north and beyond Fairport Road there is a recreational park accessed via O'Connor Road. O'Connor Road is directly opposite the driveway into Qualitrol. On the west side there are commercial (restaurant) and residential properties directly adjacent to the facility property line. A residential area borders the south side of the facility property. Please refer to accompanying map.

15. Describe the potential vulnerability of groundwater to contamination that might migrate from the property, including proximity to wellhead protection and groundwater recharges areas in an attachment.

Based on the results of the Septic Tank Removal and Site Characterization (FPM, 2012), groundwater quality in the former Septic Tank Area (just behind the Qualitrol building) exceeds NYSDEC drinking water standards for trichloroethene (TCE) and total chromium. There is a potential for off-site migration of impacted groundwater from the facility property.

The community of Perinton derives their potable water from the Monroe County Water Authority. The Monroe County Water Authority receives its water from Lake Ontario Shoremont pumping station (<http://www.mcwa.com/MyWater/WhereYourWaterComesFrom.aspx>).

The site is not located within a groundwater recharge area for a public water supply, (GROUND WATER ATLAS of the UNITED STATES, Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont HA 730-M) and local residences are not using groundwater for domestic water supply. However, the site is located 1,185 feet east of the Ironrogenesee aquifer (a confined aquifer) and 6,800 feet southwest of an unconfined aquifer (NYSDEC, <http://www.dec.ny.gov/geodata/DiscoveryServlet>). The nearest private water supply well, based on data contained in the NYSDEC online database, is located approximately 3 miles to the northeast (NYSDEC, <http://www.dec.ny.gov/geodata/ptk>).

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION

Section IX. Land Use Factors

16. Describe the geography and geology of the site.

The site is located within the Lake Ontario Lowlands Physiographic Province; a plateau like feature extending along the shores of the Great Lakes. The site is underlain by Devonian/Ordovician aged limestones/shale/sandstone dipping to the south. Depth to bedrock at the facility property is currently unknown but is likely more than 150 feet below ground surface (bgs) based on published and nonpublished information.

The bedrock is overlain by glacio-lacustrine fine sands and silts which in turn are underlain by till. Shallow groundwater at the subject property occurs within sands. Locally, depth to groundwater in the overburden is 2 to 10 ft bgs.

References:

http://pubs.usgs.gov/ha/ha730/ch_m/M-surf_valleyfill10.html

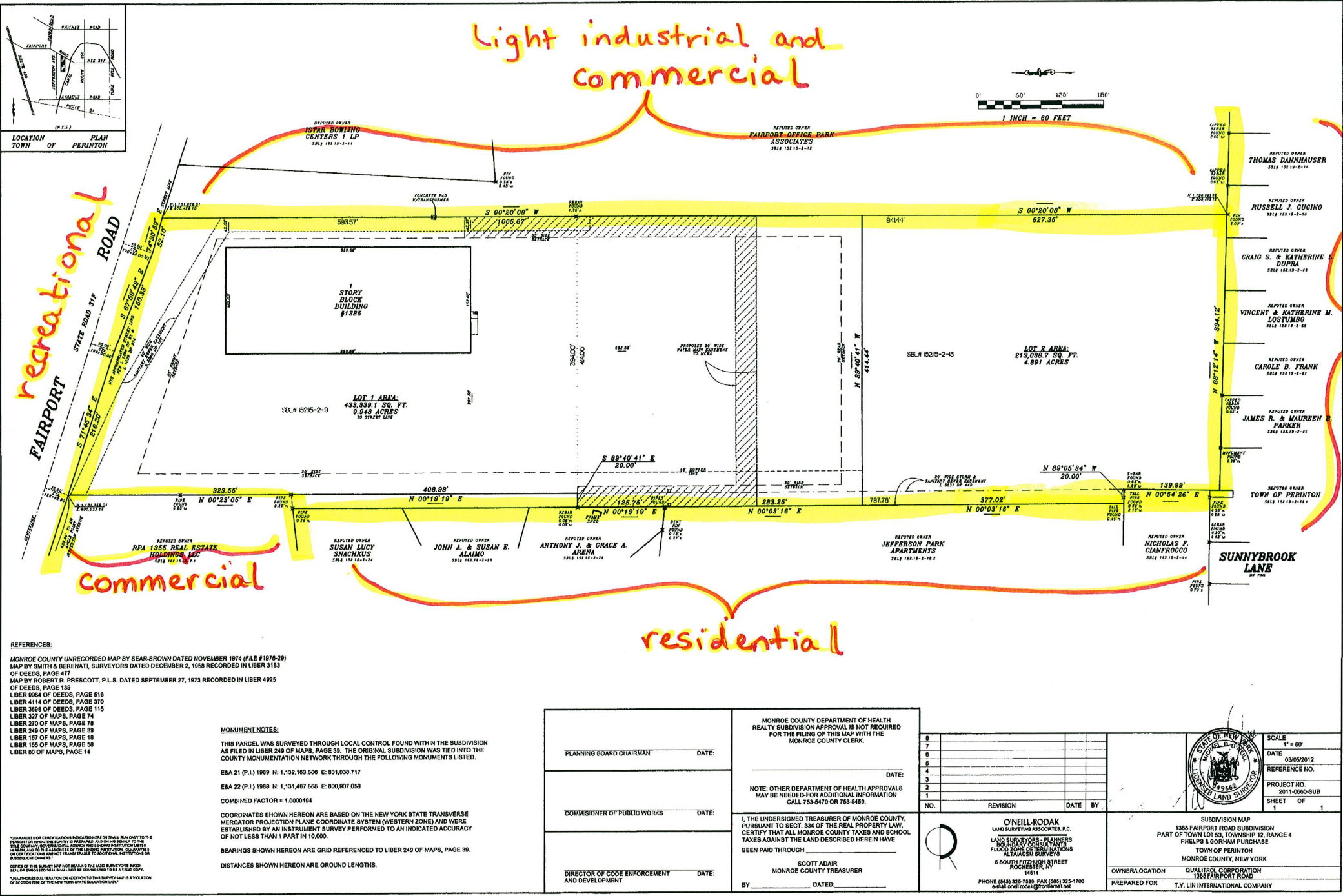
<http://www.dec.ny.gov/geodata/DiscoveryServlet>

<http://www.dec.ny.gov/geodata/ptk>

<http://www.mcwa.com/LinkClick.aspx?fileticket=A48tAHTDZc8%3d&tabid=106>

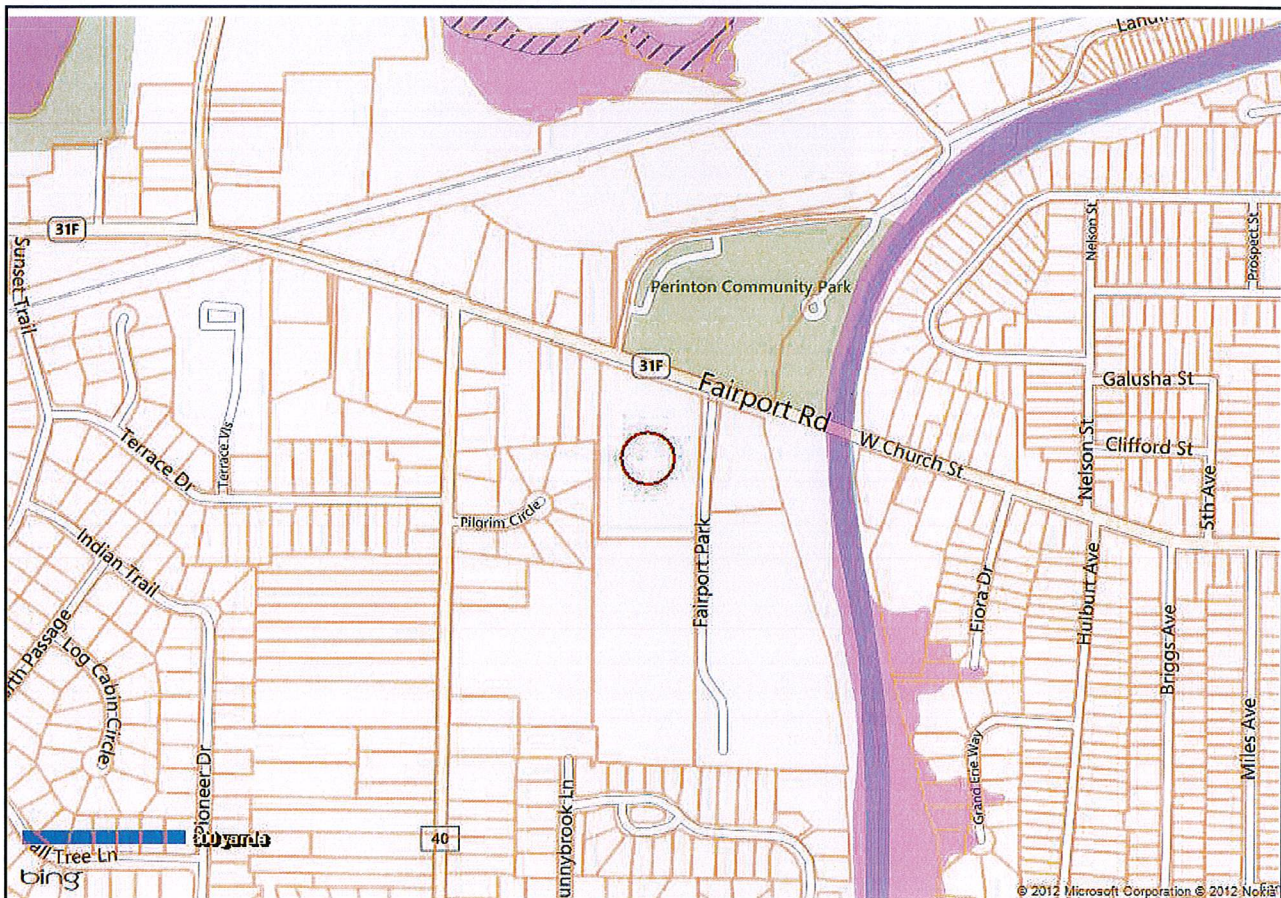
<http://www.perinton.org/Departments/hist/nathist/>

Section IX. Land Use Factors, Question 14



**1385 FAIRPORT RD FAIRPORT, NY 14450**

FloodCert #: 1003F05496	Insured Name:	Index/Account Number: 127619
Flood Zone: X	Community: PERINTON, TOWN OF (360428)	Community Status: Regular
FEMA Map: 36055C 0377G	Map Date: 08/28/08	CBRA/OPA: NO
Nearest Floodplain Boundaries: A = 725 ft		



Property IS within 1000 ft of a SFHA boundary.



This map is an approximation of the FEMA Flood Insurance Rate Map (FIRM). It is provided for illustrative purposes only. Properties near the Special Flood Hazard Areas (SFHA) may require site survey measurements to determine the location of structures and assessment of the flood zone. All spatial information provided on this map including the geocoded location, placement of street basemaps and flood maps, and distance measurements are approximations and contain inherent margins of error. Neither CoreLogic Flood Services nor any third party assumes any responsibility for the accuracy of the flood hazard risk assessments made from the use of this map.

Murn, Virginia

From: Goldfarb, Alan [alan.goldfarb@fmglobal.com]
Sent: Tuesday, November 27, 2012 2:08 PM
To: Thomas, Gladys
Cc: Murn, Virginia
Subject: RE: Flood Plain - Index Number 027283.53-06
Attachments: 1385 FAIRPORT RD FAIRPORT NY 14450 (2).pdf

Gladys,

See attached map. While it appears the site is situated with 1000 feet of a SFHA boundary (Special Flood Hazard Area), the current elevation makes it not in a flood zone and this was confirmed based on our last inspection. I included the coordinates for you.

Hope this helps!

Geographic Factors

Global Position: Precipitation:
Source: Field Engineering Ground Snow Load:
Latitude: +43.10028 Rainfall (100 YR):
Longitude: -77.45907

Alan S. Goldfarb CFPS, ARM
FM Global Senior Account Engineer
Reston Virginia
Office: 703-262-6427
Cell: 703-220-7180

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From: Thomas, Gladys [<mailto:gladys.thomas@dancon.com>]
Sent: Tuesday, November 27, 2012 12:37 PM
To: Goldfarb, Alan
Cc: Murn, Virginia
Subject: Flood Plain - Index Number 027283.53-06

Alan,

I left you a message as well.

Do you have access to information regarding Flood Plains?

Specifically, I need to know if Qualitrol, 1385 Faiport Rd, Fairport, NY 14450 is located within ½ mile of a flood plain.

Thanks in advance.

Gladys Thomas

Global Director, Environment, Safety & Health
Danaher Sensors & Controls
1500 N Mittel Boulevard
Wood Dale, IL 60191

gladys.thomas@dancon.com

Office: 630 694 3386

Cell: 224 430 3509

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Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
B and X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

High Risk - Coastal Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
V	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.
VE, V1 - 30	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

Undetermined Risk Areas

ZONE	DESCRIPTION
D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

[FEMA.gov](#) | [Accessibility](#) | [Privacy Policy](#) | [FAQ](#) | [Site Help](#) | [Site Index](#) | [Contact Us](#)

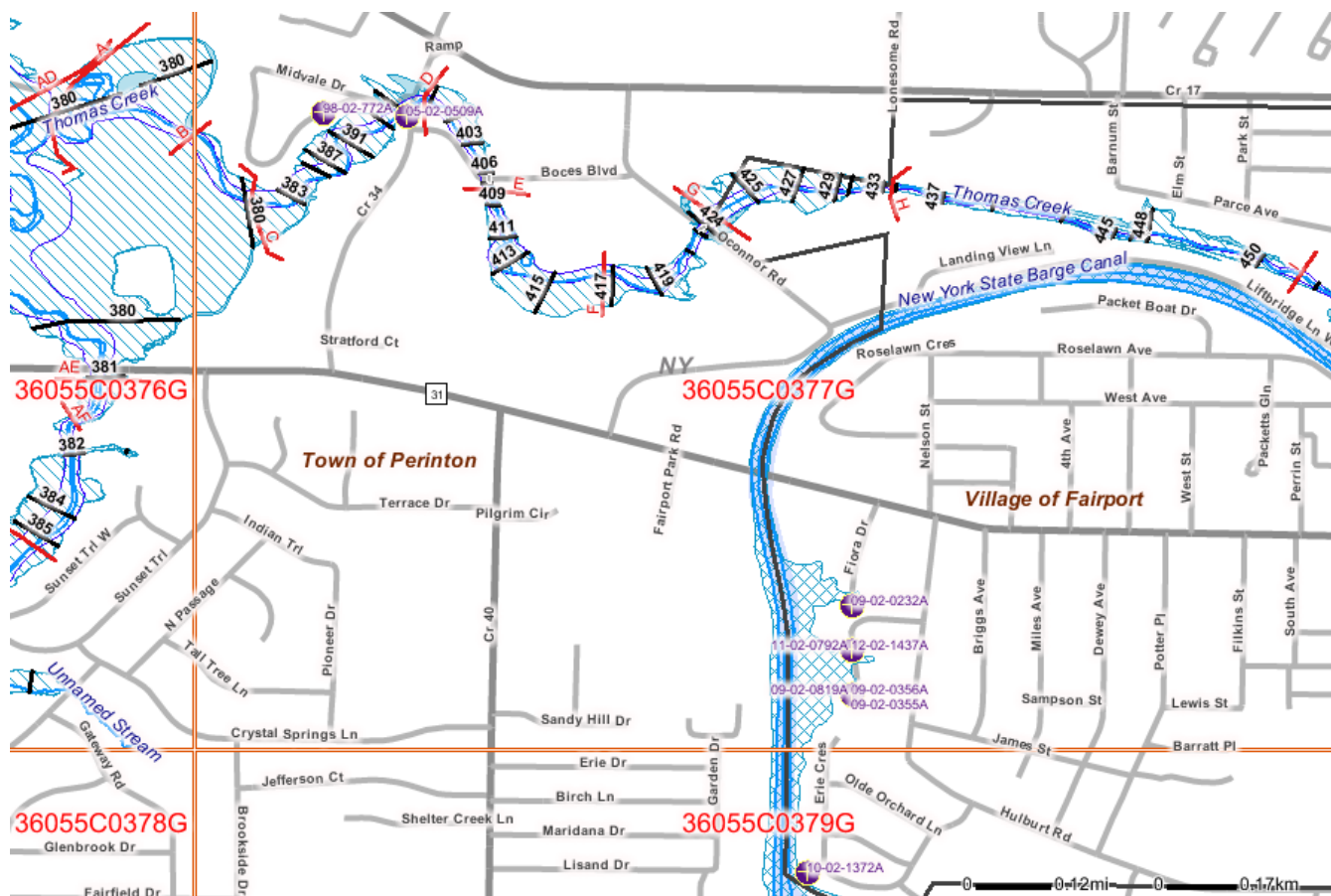
FEMA Map Service Center, P.O. Box 3617 Oakton, Virginia 22124-9617 Phone: (877) 336-2627
Adobe Acrobat Reader required to view certain documents. [Click here to download.](#)

Flood Map Viewer

This Map Is For Advisory Purposes Only



Tuesday, 27 November 2012 13:37



Legend

Cities	Base Flood Elevation	Flood Hazard Zones
▲ Other Places	▬ BFE with NGVD29 datum	▬ Zone A
■ Small Towns	▬ BFE with NAVD88 datum	▬ Zone AE
● Small Cities	▬ BFE with other datum	▬ Zone AH
● State Largest Cities	Cross Section Lines	▬ Zone AO (cont)
● Major Cities	▬ Cross Section with NGVD29 datum	
● Completed LOMAs	▬ Cross Section with NAVD88 datum	
▬ LOMR's	▬ Cross Section with other datum	
▬ DFIRM Panels	▬ Political Jurisdictions	
⊕ Bench Marks	▬ Streams	
△ River Distance Markers	▬ Water Body	
General Structures	▬ Floodways	
▬ Culverts	▬ Flood Hazard Zones	
▬ Foot Bridges		
▬ Dams		
▬ Levees		
▬ Wing Walls		



FEMA