

**New York State Department of Environmental Conservation
Regional Director, Region 7**

615 Erie Boulevard West, Syracuse, New York 13204-2400

Phone: (315) 426-7403 • FAX: (315) 426-7408

Website: www.dec.state.ny.us



Erin M. Crotty
Commissioner

February 27, 2004

**Re: Alaskan Oil, Inc. Volunteer
Voluntary Cleanup Agreement No. D7-0002-95-09, executed February 5, 1996
Routes 81 and 342, Pamelaia, New York, Spill No. 97-04043**

To Whom It May Concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Alaskan Oil, Inc. ("Volunteer"), Index No. D7-0002-95-09 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Corrective Action Plan to implement a response program at the parcel of land located at routes 81 and 342 in the Town of Pamelaia, a map of which is attached hereto as Appendix "A" (the "Site"), has been successfully implemented. The parcel is identified as Tax Map Parcel #64.17-01-25.1 and is recorded in Liber #920 on page 342 at the Jefferson County Clerk's office. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the petroleum contamination existing when the Agreement was executed ("Existing Contamination") to render the Site safe to be used for the contemplated use of gas station, petroleum bulk storage facility, convenience mart, or other such commercial, industrial, or residential use ("Contemplated Use").

Assignable Release and Covenant Not to Sue:

The Department, therefore, hereby releases and covenants not to sue, and shall forbear from bringing action, proceeding, or suit against Volunteer and Volunteer's lessees and sublessees and Volunteer's successors and assigns and their respective secured creditors, for the further investigation and remediation of the Site, based on the release or threatened release of Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VII of the Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs X and XI of the Agreement, and (c) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release, covenant not to sue, and forbearance shall not extend to any further investigation or remedial action the Department deems necessary:

- due to off-Site migration of petroleum, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;
- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Corrective Action Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Corrective Action Plan are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or
- due to fraud committed, or mistake made, by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Corrective Action Plan were reached.

Additionally, the Department hereby reserves all of its rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Volunteer if it causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination; or if it causes or suffers the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to
- any of Volunteer's lessees, sublessees, successors, or assigns who causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes or suffers the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established solely by the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release, covenant not to sue, and forbearance shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

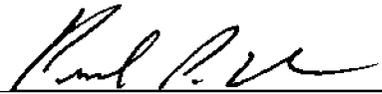
Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

- except as provided in Subparagraph I.G of the Agreement and in this letter, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the rights of the Department or of the Trustee of New York State's natural resources ("the Trustee") (including, but not limited to, nor exemplified by, the right to recover natural resources damages) with respect to any party, including Volunteer.
- nothing contained in this letter shall prejudice any rights of the Department or the Trustee to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with the Agreement or if contamination other than Existing Contamination is encountered at the Site.
- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Agreement at any time during its implementation if Volunteer fails to comply substantially with the Agreement's terms and conditions.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 
Kenneth P. Lynch
Regional Director, Region 7

MELVIN & MELVIN, LLP

ATTORNEYS AND COUNSELORS AT LAW

JONATHAN E. FOX
ROGER W. BRADLEY
ROBERT S. SCALIONE
HOWARD J. WORONOV
RONALD S. CARR
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DOUGLAS H. YOUNG
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EDWARD J. SHEATS, JR.
SUSAN E. OTTO
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**Also Admitted in California

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FELLER & FERRENTINO
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488 Broadway
Albany, New York 12207

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LOUIS YOUNG
DOMENIC A. MAZZA
MERLE D. MELVIN
CHARLES H. GREINER
WILLIAM C. FOX

Counsel

July 7, 1999

New York State Department of
Environmental Conservation
~~Attn: Daniel J. Palm, Ph.D.,~~
Regional Engineer
615 Erie Boulevard West
Syracuse, NY 13204

New York State Department of
Environmental Conservation
Attn: Daniel J. Palm, Ph.D.,
Regional Director
615 Erie Boulevard West
Syracuse, NY 13204

New York State Department of
Environmental Conservation
Attn: Richard J. Brazell, P.E.
Regional Spill Engineer
615 Erie Boulevard West
Syracuse, NY 13204

New York State Department of
Environmental Conservation
Attn: Charles E. Sullivan, Jr.
50 Wolf Road
Albany, NY 12233

Re: *Alaskan Oil, Inc.*
Voluntary Cleanup Agreement No. D7-0002-95-09
Our File No.: AL73.0021

Dear Sirs:

Please take notice pursuant to § X(B) of the above Voluntary Cleanup Agreement ("VCA"), Alaskan Oil, Inc. ("Alaskan") is announcing its intention to sell the following property:

- a. Property to be transferred - 23179 NYS 342 & Rte. 81, Watertown, NY 13601
- b. Identity of Transferee - Nice N Easy Grocery Shoppe, Inc.
- c. Nature of transfer - Sale of fee simple interest in entire property; and

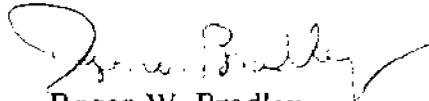
Department of Environment Conservation
July 7, 1999
page 2

d. Proposed date of sale - September 15, 1999,

Pursuant to §X(B) of the VCA, a written notice to the Transferee, with a copy to the DEC, of the applicability of the agreement to this transfer will be forwarded.

Very truly yours,

**MELVIN & MELVIN, LLP
ATTORNEYS FOR ALASKAN OIL, INC.**



Roger W. Bradley

RWB:mab

cc: Alaskan Oil, Inc.

Attn: Richard A. Neugebauer, President

Certified Environmental Services, Inc.

Attn: Patrick A. Leone, Jr., President

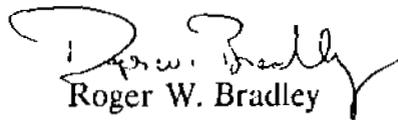
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Suite 512
468 Broadway
Albany, New York 12207

Environmental Counsel

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CHARLES H. GREINER
WILLIAM C. FOX

Counsel

July 7, 1999

New York State Department of
Environmental Conservation
Attn: Leland C. Flocke, P.C.
Regional Engineer
615 Erie Boulevard West
Syracuse, NY 13204

New York State Department of
Environmental Conservation
Attn: Daniel J. Palm, Ph.D.,
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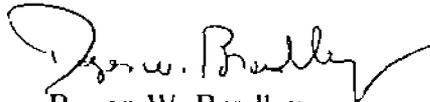
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V00030-6

New York State Department of Environmental Conservation
Division of Legal Affairs, Region 7
615 Erie Boulevard West, Syracuse, New York 13204-2400
Phone: (315) 426-7405 • **FAX:** (315) 426-7408
Website: www.dec.state.ny.us



February 27, 2004

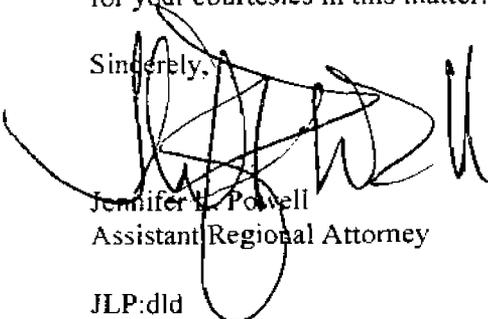
Robert O'Leary, Esq.
104 Pleasant Street
PO Box 57
Manlius, New York 13104

Re: Alaskan Oil, Inc. Voluntary Cleanup Agreement
DEC Case No. D7-0002-95-09
Routes 81 and 342, Pamela, New York, Spill No. 97-04043

Dear Mr. O'Leary:

Enclosed is the release letter for the referenced site under the referenced cleanup agreement. Thank you for your courtesies in this matter.

Sincerely,



Jennifer L. Powell
Assistant Regional Attorney

JLP:dld

Enclosure

cc: R. Brazell
H. Warner
L. Smith, Esq.

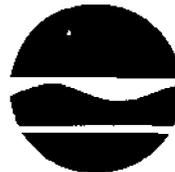
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Erin M. Crotty
Commissioner

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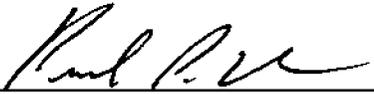
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- except as provided in Subparagraph I.G of the Agreement and in this letter, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the rights of the Department or of the Trustee of New York State's natural resources ("the Trustee") (including, but not limited to, nor exemplified by, the right to recover natural resources damages) with respect to any party, including Volunteer.
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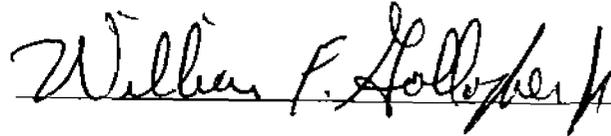
In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 
Kenneth P. Lynch
Regional Director, Region 7

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

On this 21th day of FEBRUARY 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth P. Lynch, personally known to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, he executed the instrument.



KPL:JLP:kiw

Attachment

cc: R. Brazell
J. Powell
C. Costopoulos
D. Desnoyers
D. Weigel
J. King

WILLIAM F. GALLAGHER, JR.
Notary Public, State of New York
Herkimer County
*026A Reg. No. 1363550
Commission Expires April 30, 2007

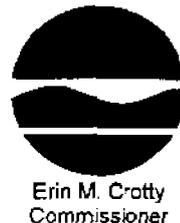
Appendix "A"

Map of the Site

Appendix "A"

Map of the Site

New York State Department of Environmental Conservation
Spill Prevention and Response, Region 7
615 Erie Boulevard West, Syracuse, New York 13204-2400
Phone: (315) 426-7519 • FAX: (315) 426-2653
Website: www.dec.state.ny.us



September 19, 2003

Nice N Easy Grocery Shoppes, Inc.
7840 Oxbow Road
Canastota, New York 13032

Attn: John MacDougall

RE: VCA Site V00030-6, Route 342
Spill Number 97-04043

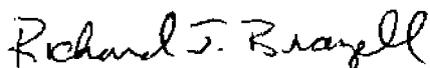
Dear Mr. MacDougall:

Thank you for providing the Plumley Engineering Risk Based Corrective Action Report for the above referenced site.

Based on the technical data provided to the Department, it has been determined that the above site meets the requirements for closure contained within the Voluntary Cleanup Agreement. In order for the Department's release to be issued, other legal requirements must be satisfied. Through a copy of this letter our legal staff has been notified that pending deed restrictions and other legal documents, a release can be issued for this site.

Should you have any further questions regarding this matter, please contact Harry Warner or myself at (315) 426-7519.

Sincerely,



Richard J. Brazell P.E.
Regional Spill Engineer

FILE COPY

cc: Dale Vollmer, Plumley Engineering
Jennifer Powell, NYSDEC

MODE = MEMORY TRANSMISSION

START=JUL-05 09:11

END=JUL-05 09:13

FILE NO. = 197

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New York State Department of Environmental Conservation
Spill Prevention and Response, Region 7
 615 Erie Boulevard West, Syracuse, New York 13204-2400
 Phone: (315) 426-7519 • FAX: (315) 426-2653
 Website: www.dec.state.ny.us



7-3-2001

IMMEDIATE ATTENTION

TO: PAT LEONE

FAX NO.: 478-2107

FROM: HARRY WARNER

BUREAU OF SPILL PREVENTION & RESPONSE, REGION 7, SYRACUSE, NY

MESSAGE: PAT,

here is the site map with ADJUSTED
proposed well locations. Also as we discussed
please run the 8021 on both water samples.
Have Kevin contact me when a date has been
set up and I'll try to meet
 NUMBER OF PAGES 2 (Includes cover sheet) up there.

OUR TELECOPIER PHONE NUMBER IS (315) 426-2653

Harry

IF YOU EXPERIENCE ANY PROBLEMS RECEIVING THIS TRANSMISSION CALL (315) 426-7519.

a: covershe.fax

New York State Department of Environmental Conservation

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John P. Cahill
Commissioner

7-3-2001

IMMEDIATE ATTENTION

TO: PAT LEONE

FAX
NO.: 478-2107

FROM: HARRY WARNER

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MESSAGE: PAT,

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a:covershe.fax

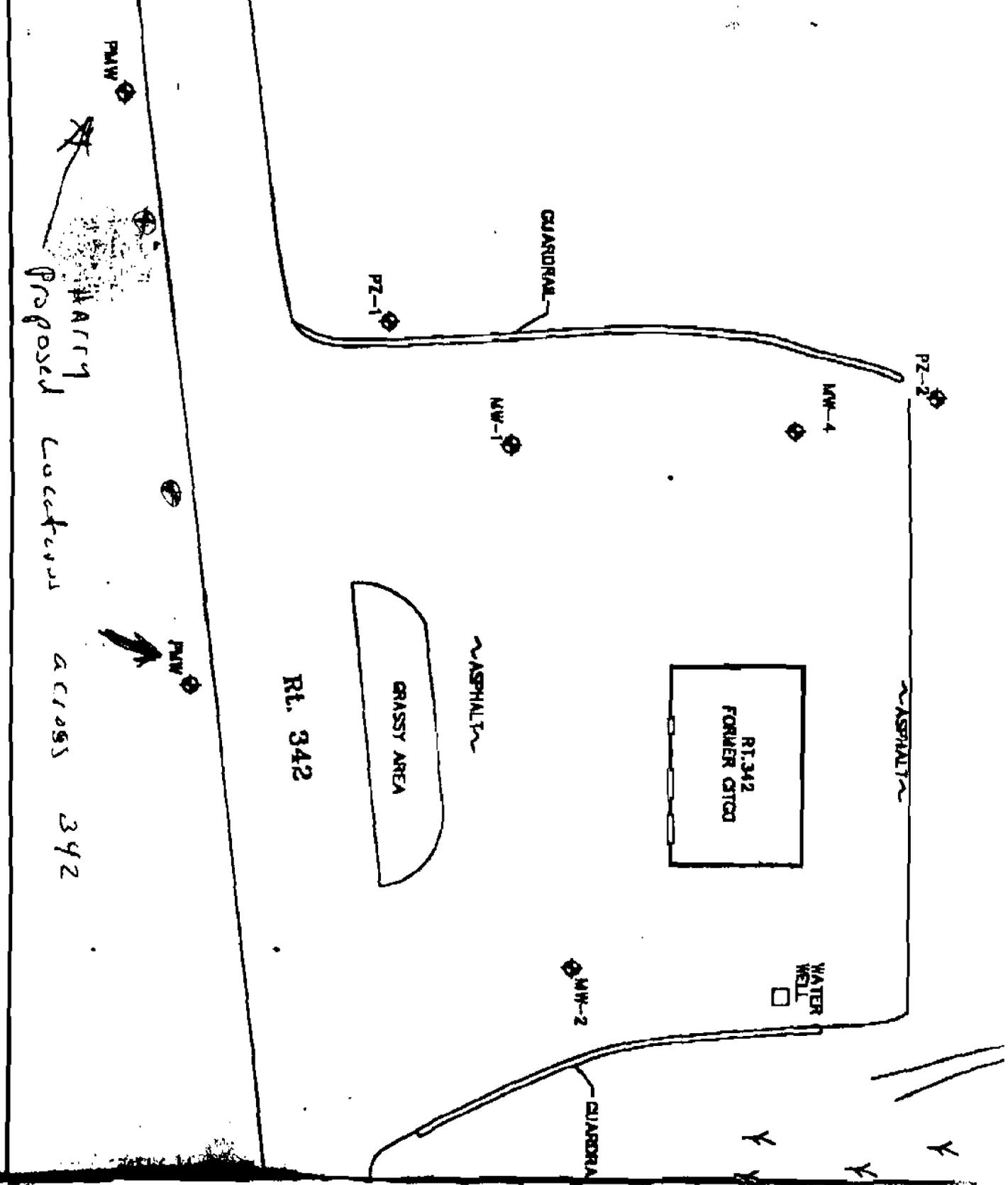


FIGURE 1 NOT TO SCALE DATE: 07/02/01

SITE MAP Former Citgo Gasline Station
Route 342 & 81
Watertown, New York

CES Certified Environmental Services, Inc.

- 1) Resurvey all wells for possible MRSE data
- 2) Defen Hield
- 3) possible 7-4/7-5-01



**Certified
Environmental
Services, Inc.**

1401 Erle Blvd. East
Syracuse, NY 13210
Phone 315-478-2374
Fax 315-478-2107

FACSIMILE TRANSMITTAL

DATE: 7-3-01 FAX #: () 426-2653
 TO: HARRY WARNER NYSDOE
Name Company
 FROM: PAT LEONE
 RE: 342 / I-81 - AOI / UCA SITE

NUMBER OF PAGES TO FOLLOW: 1

ORIGINAL TO FOLLOW VIA: _____ ORIGINAL NOT SENT

COMMENTS: HARRY
Proposed locations - (I reduced
LARGER MAP) for additional geoprobe
Boring across ^{RR} 342
 1) Install temporary geoprobe wells
 2) Survey elevation
 3) collect groundwater heights
 4) Sample all wells for MTBE
only
 5) Install additional geoprobe wells
on 7-5 or 7-6-01
 6) Please call with approval

Thanks

IMPORTANT NOTICE: This fax may contain information that is privileged, confidential, proprietary, or exempt from disclosure under applicable law and is intended only for use by the individual or entity to which it is addressed. If the receiver of this fax is not the intended recipient noted above, we ask that you forward the fax to the individual so noted. Additionally, any dissemination, distribution or copying of this communication by any person other than that to which it is addressed is prohibited. If the individual to which it is addressed is not within your office, please notify the sender immediately by telephone and return the original message to the sender at the above address by mail.

**New York State Department of Environmental Conservation
Spill Prevention and Response, Region 7**

615 Erie Boulevard West, Syracuse, New York 13204-2400

Phone: (315) 426-7519 • FAX: (315) 426-2653

Website: www.dec.state.ny.us



Erin M. Crotty
Commissioner

August 10, 2001

Alaskan Oil, Inc.
2020 LeMoyne Avenue
Syracuse, New York 13211

Attn: Richard Neugebauer

RE: Alaskan Oil Site, Route 342 and Route 81
NYSDEC Spill No. 97-04043

Dear Mr. Neugebauer:

This letter is being written at the request of Clemett's Corey Baumann.

The current status of the above referenced site does not limit the potential buyers construction of a gasoline station. The Department does request that any subsurface excavation be closely monitored for petroleum contamination. In addition, no soil should leave the site without having laboratory confirmation sampling. Any soil which exhibits a petroleum odor should also remain on site. The Department must also approve any potential site which would receive soil from this location.

Should you or the potential buyer have any questions regarding this matter please contact Harry Warner or myself at (315) 426-7519.

Sincerely,

Richard J. Brazell, P.E.
Regional Spill Engineer

RJB/cr

cc: Corey Baumann (Clemett & Company)

FILE COPY

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CHARLES R. GRENER
LOUIS YOUNG
DOMENIC A. MAZZA
MERLE D. MELVIN
WILLIAM C. FOX
COUNSEL

November 20, 2001

New York State Department of
Environmental Conservation
Attn: Leland C. Flocke, P.C.
Regional Engineer
615 Erie Boulevard West
Syracuse, New York 13204

New York State Department of
Environmental Conservation
Attn: Richard J. Breazell, P.E.
Regional Spill Engineer
615 Erie Boulevard West
Syracuse, New York 13204

New York State Department of
Environmental Conservation
Attn: Daniel J. Palm, Ph.D.
Regional Director
615 Erie Boulevard West
Syracuse, New York 13204

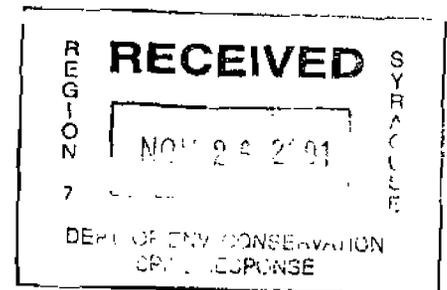
New York State Department of
Environmental Conservation
Attn: Charles E. Sullivan, Jr.
50 Wolf Road
Albany, New York 12233

Re: Alaskan Oil, Inc.
Voluntary Cleanup Agreement No. D7-0002-95-09

Dear Sirs:

PLEASE TAKE NOTICE pursuant to Section X(B) of the above Voluntary Cleanup Agreement ("VCA"), Alaskan Oil, Inc. ("Alaskan"), is announcing its intention to sell the following property:

1. Property to be Transferred:
Property located on East Genesee Street, Baldwinsville, New York 13027
2. Identity of Transferee:
James Orlando, et. ano.
3. Nature of Transfer:
Sale of fee simple interest in entire property
4. Proposed Date of Sale:
December 31, 2001



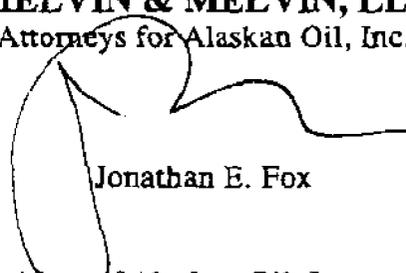
New York State Department of Environmental Conservation
November 20, 2001
Page 2

Pursuant to Section X(B) of the VCA, a written notice to the Transferee, with a copy to the DEC, of the applicability of the agreement to the transfer has been, or will be, forwarded.

By way of this letter, we also request the written consent of the DEC, pursuant to Section XI of the VCA, to allow the transferee to use the property for a commercial retail store or any other use not consistent with residential or day-care purposes.

Very truly yours,

MELVIN & MELVIN, LLP
Attorneys for Alaskan Oil, Inc.



Jonathan E. Fox

JEF/brt

cc: Richard A. Neugebauer, President of Alaskan Oil, Inc.

Patrick A. Leone, Jr., President of Certified Environmental Services, Inc.

✓ Jennifer Powell, Esq., of the New York State Department of Environmental Conservation

Jennifer, this will confirm that you have agreed to a shortening of the 60-day period, to enable the property to be sold on or about December 31, 2001. Thank you.

TRANSMITTAL SLIP

TO: Harry Warner

FROM: Joseph Powell DATE: 11/21/01

RE: Alaskan VCA - Baldwinsville site.

- attached is notice of intent to transfer, expected to happen 12/31/01. I got you ltr to Alaskan + will talk to Mr Fox about what

FOR ACTION AS INDICATED: Still needs to be done at the site.

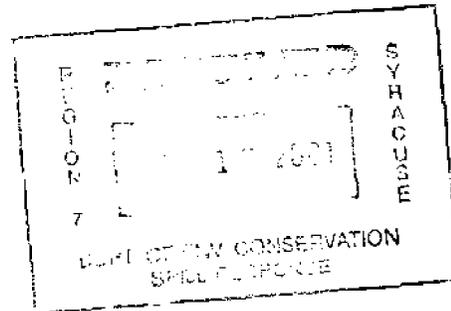
- Please Handle
- Prepare Reply
- Prepare Reply for _____
Signature
- Information
- Approval
- Prepare final/draft in _____ Copies

- Comments
- Signature
- File
- Return to me
- _____
- _____

Joseph

December 14, 2001

Mr. Harry Warner
New York State Department of
Environmental Conservation
Region 7
615 Erie Boulevard West
Syracuse, New York 13204-2400



Re: Alaskan Oil - Watertown, New York
Routes 81 and 342

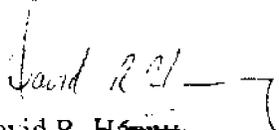
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Dear Mr. Warner:

Please find attached the Site Characterization Report for the above referenced property. Your earliest response to the recommendations would be appreciated. Please call if you have any questions regarding the report.

Very truly yours,

BARTON & LOGUIDICE, P.C.


David R. Hammy
Environmental Scientist

DRH/jms

Attachment

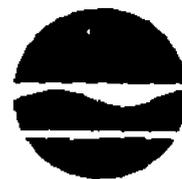
New York State Department of Environmental Conservation

Division of Legal Affairs, Region 7

615 Erie Boulevard West, Syracuse, New York 13204-2400

Phone: (315) 426-7405 • FAX: (315) 426-7408

Website: www.dec.state.ny.us



Erin M. Crotty
Commissioner

February 27, 2004

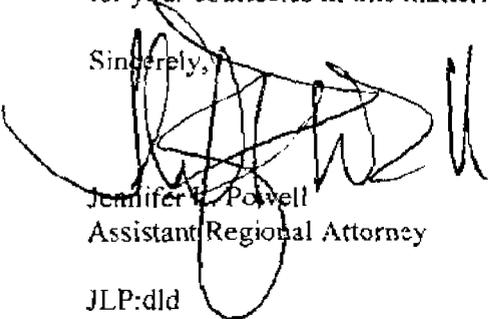
Robert O'Leary, Esq.
104 Pleasant Street
PO Box 57
Manlius, New York 13104

**Re: Alaskan Oil, Inc. Voluntary Cleanup Agreement
DEC Case No. D7-0002-95-09
Routes 81 and 342, Pamelaia, New York, Spill No. 97-04043**

Dear Mr. O'Leary:

Enclosed is the release letter for the referenced site under the referenced cleanup agreement. Thank you for your courtesies in this matter.

Sincerely,


Jennifer E. Powell
Assistant Regional Attorney

JLP:dld

Enclosure

cc: R. Brazell
H. Warner
L. Smith, Esq.

REVISIONS	DATE	BY
A		

N.Y.S. ROUTE 342

MS 33/64 0700-E

300.00'

GRASS

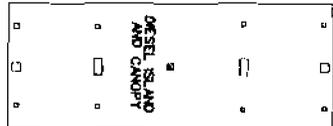
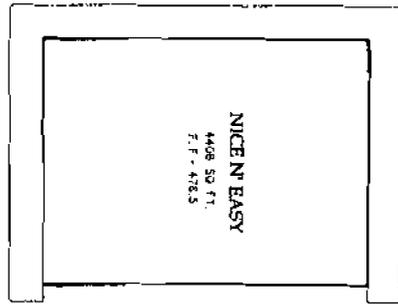
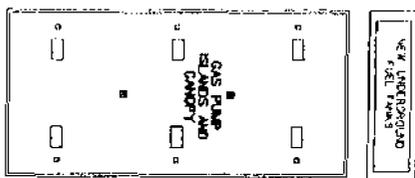
GRASS

EDGE OF PAVEMENT

EDGE OF PAVEMENT

MS 33/64 0700-E

EDGE OF PAVEMENT



N.Y.S. ROUTE 342

MSJ 33/84 0100'E

300.00'

GRASS

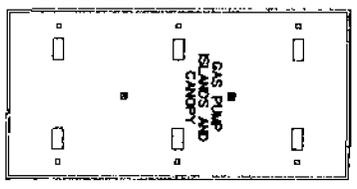
GRASS

EDGE OF PAVEMENT

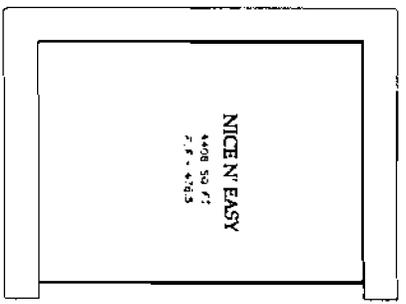
EDGE OF PAVEMENT

MSJ 33/84 0100'E

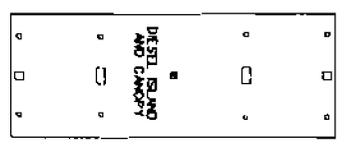
EDGE OF PAVEMENT



NEW UNDERGROUND FUEL TANKS



NICEN EASY
4408 SQ. FT.
21' x 42'5"



NEW UNDERGROUND FUEL TANKS



EXISTING BUILDING



1" = 20'
SCALE
FEET