

**Vails Gate Manufacturing, LLC**  
**ORANGE COUNTY, NEW YORK**

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**Final Engineering Report**

**NYSDEC Site Number: 336065**

**Prepared for:**

Vails Gate Manufacturing, LLC  
C/O RUPP BAASE PFALZGRAF CUNNINGHAM, LLC  
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**Prepared by:**

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**NOVEMBER 2018**

## CERTIFICATIONS

I, Jeffrey A. Wittlinger PE, BCEE, am currently a registered professional engineer licensed by the State of New York, I had primary direct responsibility for implementation of the remedial program activities, and I certify that the Remedial Action Work Plan (“RAWP”) was implemented and that all construction activities were completed in substantial conformance with the Department-approved RAWP.

I certify that the data submitted to the Department with this Final Engineering Report demonstrates that the remediation requirements set forth in the RAWP and in all applicable statutes and regulations have been or will be achieved in accordance with the time frames, if any, established for the remedy.

I certify that all use restrictions, Institutional Controls, Engineering Controls, and/or any operation and maintenance requirements applicable to the Site are contained in an environmental easement created and recorded pursuant ECL 71-3605 and that all affected local governments, as defined in ECL 71-3603, have been notified that such easement has been recorded.

I certify that a Site Management Plan has been submitted for the continual and proper operation, maintenance, and monitoring of all Engineering Controls employed at the Site, including the proper maintenance of selected remaining monitoring wells, and that such plan has been approved by the Department.

I certify that any financial assurance mechanisms required by the Department pursuant to Environmental Conservation Law have been executed.

I certify that all documents generated in support of this report have been submitted in accordance with the DER's electronic submission protocols and have been accepted by the Department.

I certify that all data generated in support of this report have been submitted in accordance with the Department's electronic data deliverable and have been accepted by the Department.

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law. I, Jeffrey A. Wittlinger PE, BCEE, of Leader Consulting Services, Inc., 2813 Wehrle Drive, Williamsville, New York, 14221, am certifying as Owner's Designated Site Representative and I have been authorized and designated by all site owners to sign this certification for the site.

*Jeffrey A. Wittlinger*

064031  
NYS Professional Engineer #

11/19/2018  
Date

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Signature



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## LIST OF ACRONYMS

Acronym	Definition
ACC	Area of Concern
BASE	Indoor Air Building Assessment and Survey Evaluation
CAMP	Community Air Monitoring Plan
CHA	Clough Harbor Associates, Inc.
CMS	Corrective Measure Study
DUSR	Data Usability Summary Report
ELAP	Environmental Laboratory Accreditation Program
ER/RF	ElectroMagnetic/Radio Frequency
FER	Final Engineering Report
GPR	Ground Penetrating Radar
HASP	Health and Safety Plan
ICM	Interim Corrective Measure
IRM	Interim Remedial Measure
MW	Monitoring Well
NYSDOH	New York State Department of Health
O&M	Operation and Maintenance
QAPP	Quality Assurance Project Plan
RAO	Remedial Action Objective
RAWP	Remedial Action Work Plan
RCRA	Resource Conservation and Recovery Act
RPI	RCRA Facility Investigation
RS	Rental Space
SMP	Site Management Plan
SSDS	Sub-Slab Depressurization System
SSVI	Sub-Slab Vapor Intrusion
VOC	Volatile Organic Compound

# FINAL ENGINEERING REPORT

## 1.0 BACKGROUND AND SITE DESCRIPTION

Stora Enso AB entered into a Order on Consent, with the New York State Department of Environmental Conservation (“NYSDEC”) in June 2006 and a second Order on Consent, effective May 1, 2016, to investigate and remediate a 36-acre property located in New Windsor and Cornwall, Orange County, New York (i.e., “the Site”). The property was remediated to commercial use and will continue to be used for commercial use.

The Site is located in the County of Orange, New York and is identified as a portion of Block and Lot 4-4-11 in Cornwall, New York and 69-4-3 in New Windsor, New York, Tax Map # s 332489 and 334800, respectively. The Site is situated on an approximately 36-acre area bounded by Route 94 to the north, wetlands to the south, wetlands to the east, and New York State Thruway Route 87 to the west (see Figure 1). Approximately 7.2 acres of the approximate 36 acre Site is within the Environmental Easement (“EA”) boundary associated with this Final Engineering Report (“FER”) and the Site Management Plan (“SMP”). The EA boundary is entirely within the Township of Cornwall, and is limited to an area encompassing the Main Warehouse, the largest structure of the three (3) separate commercial structures on the Site. The boundaries of the Site property are fully described in Exhibit A, Survey Map, Metes and Bounds, of Appendix B, Environmental Easement and the boundaries of the Site subject to the Environmental Easement are also described in Appendix B, Figure 3.

An electronic copy of this FER with all supporting documentation is included as Appendix A.

## **2.0 SUMMARY OF SITE REMEDY**

### **2.1 REMEDIAL ACTION OBJECTIVES**

Based on the results of the Remedial Investigation, the following Remedial Action Objectives (“RAOs”) were identified for this Site.

#### **2.1.1 Groundwater RAOs**

RAOs for Public Health Protection

- Prevent ingestion of groundwater containing contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of, volatiles emanating from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer, to the extent practicable, to pre-disposal/pre-release conditions.
- Prevent the discharge of contaminants to surface water.
- Remove the source of ground or surface water contamination.

### **2.2 DESCRIPTION OF SELECTED REMEDY**

The Site was remediated in accordance with the remedy selected by the NYSDEC in the RAWP dated July 24, 2014.

The factors considered during the selection of the remedy are those listed in 6NYCRR 375-1.8. The following are the components of the selected remedy:

1. In-situ bioremediation of Area of Concern (“AOC”) #6;
2. Execution and recording of an Environmental Easement to restrict land use and prevent future exposure to any contamination remaining at the Site.



3. Development and implementation of a Site Management Plan for long term management of remaining contamination as required by the Environmental Easement, which includes plans for: (1) Institutional and Engineering Controls, (2) monitoring, (3) operation and maintenance and (4) reporting; and
4. Periodic certification of the institutional and engineering controls listed above.

### **3.0 INTERIM REMEDIAL MEASURES, OPERABLE UNITS AND REMEDIAL CONTRACTS**

The remedy for this Site was implemented as a single project, and no interim remedial measures, operable units or separate construction contracts were performed. Historical IRMs are identified in Section 3.1.

The information and certifications made in the March 7, 2014 letter correspondence from John B. Miller, NYSDEC Project Manager to Mr. John Kolaga Esq., Vails Gate Manufacturing, LLC legal counsel and the March 2014 Final were relied upon to prepare this report and certify that the remediation requirements for the Site have been met.

#### **3.1 HISTORICAL INTERIM REMEDIAL MEASURES**

The March 2014 Final Statement of Basis for the Site identified nine (9) distinct AOCs that were investigated during the RFI.

- AOCs 1, 2 and 3 – Former Drum Storage Area

These AOCs were located in the southern side of the Site. AOC 1 and AOC 3 consisted of outside grassy areas. AOC 2 consisted of a metal-sided storage structure where floor tiles and equipment parts were stored. Based on soil and groundwater sampling results from the RFI, these AOCs were not the source of contamination, and as identified in the Statement of Basis, no further action was required.

- AOC 4 – Former 1,000 Gallon UST

The 1,000 gallon UST was located on the northwest side of AOC 2. Records indicated that the UST was filled in and abandon in place in 1989. Based on soil and groundwater sampling results, this AOC was not the source of contamination, and as identified in the Statement of Basis, no further action was required.

- AOC 5 – Former 20,000 Gallon UST

The 20,000 gallon UST was located in the southwestern part of the Site. Records indicated that it contained No. 4 Fuel Oil and experienced a number of releases of its contents. The UST was subject to an Interim Corrective Measure (“ICM”), which included the removal of contaminated water from the tank interior, removal

and cleaning of the tank, excavation of contaminated soil, and backfilling of the excavation with clean soil. Based on post-ICM sampling results, contamination associated with this AOC was addressed during the ICM, and as identified in the Statement of Basis, no further action was required.

- AOC 6 – Former Oil/Water Separator

The Oil/Water Separator was located west of the Plant Building. The structure was subject to an ICM. ICM activities included cleaning of the concrete junction vaults, ancillary piping and settling chamber, removal of contaminated soil and removal of the oil water separator. Based on post-ICM sampling results, contamination associated with this AOC was “predominantly” remediated during ICM activities. This AOC is the subject of the selected remedy (i.e., bioremediation) and the subsequent assessments associated with the SMP and this FER.

- AOC 7 – Former Septic System

The Septic System leachfield was located west of the Plant Building and north of the Oil/Water Separator (AOC 6). Based on soil and groundwater sampling results, this AOC was not the source of contamination, and as identified in the Statement of Basis, no further action was required.

- AOC 8 – Research Building

The Research Building is a distinct structure located on the north portion of the Site. The building included a laboratory and office space, and various chemicals were stored in containers in the building. Based on soil and groundwater sampling results, this AOC was not the source of contamination, and as identified in the Statement of Basis, no further action was required.

- AOC 9 - Plant Building/Soil Vapor

The Plant Building includes the 227,000 square-foot main manufacturing building located in the central part of the Site. The building formerly housed the production lines, raw materials, hazardous waste storage area, maintenance shop, electrical room and offices. As part of the RFI, the soil vapor intrusion sampling of tenant spaces within the Plant Building was completed to assess the potential indoor air impacts to the tenant spaces as a result of historical activities at the Site. Elevated levels of chlorinated solvents were identified in the Creative Touch rental space identified at the time as Unit 15 (currently leased by US Mint). To

address the indoor air conditions, an ICM, in the form of a Sub-Slab Depressurization System (“SSDS”) was installed in the rental space.

A sub-slab vapor intrusion (“SSVI”) assessment of Rental Spaces (“RSs”) A1 (Solar City), A2 (24 Seven), and 6 (Polyworks) within the Plant Building were completed during the 2017/2018 heating season. The assessment results indicated that no further monitoring of RSs A2 and 6 were required, and that indoor air monitoring only of RS A1 should be completed annually until no longer necessary as determined by NYSDEC and NYSDOH.

### **3.2 OPERABLE UNITS**

The RFI had identified each of the areas identified for assessment as AOCs, and the “Operable Units” term does not apply to this FER.

### **3.3 REMEDIAL CONTRACTS**

The following subcontractors had been retained to complete the necessary assessments, inspections, laboratory services and bioremediation activities required to meet the objectives of the RAWP and the SSVI assessments:

- Pace Analytical Service, Inc. (“PACE”), a New York State Department of Health Environmental Laboratory Accreditation Program (“NYSDOH–ELAP”) approved laboratory collected the baseline samples from the four (4) selected groundwater monitoring wells at the Site, collected quarterly groundwater samples from the wells from August 2014 to August 2016, and completed subsequent biennial groundwater sampling from February 2017 and August 2017.
- Utility Survey Corporation completed a geophysical survey of the area to identify subsurface utilities, USTs and other subsurface features where proposed injections at AOC6 were to be completed prior to bioremediation injections. Ground Penetrating Radar (“GPR”) and ElectroMagnetic/Radio Frequency (“ER/RF”) technology was used to complete the survey.
- Regensis Corporation provided the bioremediation materials Microemulsion® 3D Factory Emulsified and the Bio-Dechlor INOCULUM® Plus.
- Nature’s Way Environmental Company initiated and completed injection of the bioremediation solution at the proposed injection points within AOC 6.

- Alpine Environmental Services, Inc. completed the installation and subsequent inspections of the SSD system in Unit 15 of the Plant Building within the Vails Gate Business Park.

#### **4.0 DESCRIPTION OF REMEDIAL ACTIONS PERFORMED**

Remedial activities completed at the Site were conducted in accordance with the NYSDEC-approved RAWP for the Site, also identified as the Tarkette Site, (July 2014). All deviations from the RAWP are noted below.

#### **4.1 GOVERNING DOCUMENTS**

The Site is included in the New York State RCRA Corrective Action Program, which is administered by NYSDEC (“the Department”). Vails Gate Manufacturing entered into an Order on Consent (Order CO 3-20060308-1) on July 10, 2006 with the Department agreeing to implement any required corrective action at the facility. In 2005, part of the Site was admitted to the Brownfield Cleanup Program, which was not covered by the 2006 order. However, in 2009 Vails Gate Manufacturing elected to terminate the Brownfield Cleanup Agreement, and complete all remediation under the RCRA Corrective Action Program. As a result of subsequent investigations completed at the Site after the 2006 order and development of a Corrective Measurement Study by Leader in February 2014, the Department had selected a remedy to address conditions at the Site which represented ongoing threats to human health and the environment. The remedy, In-situ bioremediation, was set forth in the March 2014 Statement of Basis. Vails Gate Manufacturing entered into a second Order on Consent (Order CO 3-201405515-1) on April 21, 2016. The purpose of the 2016 Order on Consent was to:

- Supercede the 2006 Order; and
- Serve as a legally enforceable instrument applicable to the implementation of the selected remedy, and the operation maintenance and monitoring requirements associated with it.

#### **4.1.1 Site Specific Health & Safety Plan (HASP)**

All remedial work performed under this Remedial Action was in full compliance with governmental requirements, including Site and worker safety requirements mandated by Federal OSHA.

The Health and Safety Plan (“HASP”) was complied with for all remedial and invasive work performed at the Site.

#### **4.1.2 Quality Assurance Project Plan (“QAPP”)**

The QAPP, described in Section 3.5 of the RAWP, was developed by Clough Harbor Associates, and was included as Appendix B of the June 2006 RCRA Facility Investigation Work Plan approved by the NYSDEC. The QAPP describes the specific policies, objectives, organization, functional activities and quality assurance/ quality control activities designed to achieve the project data quality objectives.

#### **4.1.6 Community Air Monitoring Plan (“CAMP”)**

Community Air Monitoring was completed during implementation of the selected remedy for AOC 6 at the Site. Upwind (“background”) and downwind air monitoring stations were established during injection activities at the Site during the bioremediation injection process. Particulate concentrations were monitored using a Dust Monitor TSI 8530 DustTrak II and VOC concentrations were monitored using a RAE MiniRAE 3000 photoionization detection (“PID”) instrument at the upwind and downwind perimeters of the exclusion zone. The downwind monitor was located within the immediate work area (i.e., the exclusion zone). The background monitor was located upwind of the work area, where injection activities would not influence ambient air quality. VOC and dust (i.e., particulate matter) monitoring was completed at each of the two stations. The action levels established for the project were as follows:

##### **VOC Monitoring**

- 1) If the ambient air concentration of total organic vapors at the downwind perimeter of the work area or exclusion zone exceeds five (5) parts per million (ppm) above background for the fifteen (15) minute average, work activities must be temporarily halted and monitoring continued. If the total organic vapor level readily decreases (per instantaneous readings) below five (5) ppm over background, work activities can resume with continued monitoring;

2) If total organic vapor levels at the downwind perimeter of the work area or exclusion zone persist at levels in excess of five (5) ppm over background but less than twenty-five (25) ppm, work activities must be halted, the source of vapors identified, corrective actions taken to abate emissions, and monitoring continued. After these steps, work activities can resume provided that the total organic vapor level two-hundred (200) feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less - but in no case less than twenty (20) feet, is below five (5) ppm over background for the fifteen (15) minute average;

3) If the organic vapor level is above twenty-five (25) ppm at the perimeter of the work area, activities must be shutdown; and

4) All fifteen (15) minute readings must be recorded and be available for NYSDEC and NYSDOH personnel to review. Instantaneous readings, if any, used for decision purposes should also be recorded.

#### Particulate Monitoring

1) If the downward PM-10 particulate level is 100 micrograms per cubic meter ( $\text{mcg}/\text{m}^3$ ) greater than the upwind perimeter for the fifteen (15) minute period or if airborne dust is observed leaving the work area, then dust suppression techniques must be employed. Work may continue with dust suppression techniques provided that downwind PM-10 particulate levels do not exceed one hundred fifty (150)  $\text{mcg}/\text{m}^3$  above the upwind level and provided that no visible dust is migrating from the work area;

2) If, after implementation of dust suppression techniques, downwind PM-10 particulate levels are greater than one hundred fifty (150)  $\text{mcg}/\text{m}^3$  above the upwind level, work must be stopped and a re-evaluation of activities initiated. Work can resume provided that dust suppression measures and other controls are successful in reducing the downwind PM-10 particulate concentration to within one hundred fifty (150)  $\text{mcg}/\text{m}^3$  of the upwind level and in preventing visible dust migration; and

3) All readings will be recorded and be available for NYSDEC and NYSDOH and County Health personnel to review.

All VOC airborne concentrations detected during bioremediation injection activities by the upwind and downwind CAMP monitors were less than 1 ppm.

Airborne concentrations of particulates did not exceed 0.011 mcg/m<sup>3</sup>. The particulate and VOC concentrations did not exceed the levels established in the RAWP, and modification of the prescribed on-Site respiratory protection level (“D”) was not necessary during Site activities.

#### **4.1.7 Contractors Site Operations Plans (“SOPs”)**

The Remediation Engineer reviewed all plans and submittals for this remedial project (i.e., those listed above plus contractor and subcontractor submittals) and confirmed that they were in compliance with the RAWP. All remedial documents were submitted to NYSDEC and NYSDOH in a timely manner and prior to the start of work.

#### **4.1.8 Community Participation Plan**

A Community Participation Plan was not required for the selected remedy.

### **4.2 REMEDIAL PROGRAM ELEMENTS**

#### **4.2.1 Contractors and Consultants**

On August 11, 2014, PACE collected the baseline samples from the four (4) selected groundwater monitoring wells at the Site, collected quarterly groundwater samples from the wells from August 2014 to August 2016, and completed subsequent biennial groundwater sampling from February 2017 and August 2017.

On August 12, 2014, Utility Survey Corporation completed a geophysical survey of the area to identify subsurface utilities, USTs and other subsurface features where proposed injections at AOC#6 were to be completed. GPR and ER/RF technology were used to complete the survey.

Regensis Corporation provided the bioremediation materials Microemulsion® 3D Factory Emulsified and the Bio-Dechlor INOCULUM® Plus. The bioremediation materials arrived at the Site on August 13, 2014.

On August 13 and 14, 2014, Nature’s Way Environmental Company initiated and completed injection of the bioremediation solution at the proposed injection points within AOC 6.

On February 20, 2017, Alpine Environmental Services, Inc. completed an inspection of the SSD system installed in Unit 15 of the Plant Building within the Vails Gate Business Park.



#### **4.2.2 Site Preparation**

Mobilization and Pretreatment activities for in-Situ bioremediation within AOC 6 included: 1) notifications to NYSDEC and the Site owner concerning the proposed bioremediation activity schedule; 2) the aforementioned geophysical survey; 3) acquisition of on-Site water for bioremediation solution mixing; and 4) acquiring and on-Site staging of bioremediation material.

A pre-construction meeting was not completed for remediation activities, because remedial activities were limited to Nature's Way injecting bioremediation materials. In accordance with the HASP for this task, included as Appendix A of the approved RAWP, an on-Site safety briefing was completed prior to each day's activities.

Documentation of agency approvals required by the RAWP is included in Appendix B. Based upon the evaluation of remedial alternatives identified in the 2013 Corrective Measure Study ("CMS"), in-Situ bioremediation was the selected remedial alternative for AOC 6. The in-situ bioremediation alternative was approved for implementation by the NYSDEC on March 7, 2014, and is identified as such in the March 2014 Final Statement of Basis. No other non-agency permits relating to the remediation project were required.

#### **4.2.3 General Site Controls**

Access to the bioremediation work area at AOC 6 was limited to employees of Leader Consulting Services, Inc. and Nature's Way Environmental, Inc. Safety pylons and caution tape were positioned outside of the work area to limit outside personnel and truck traffic. All bioremediation activities were recorded in a field logbook. CAMP monitoring data were maintained electronically within the monitoring instrumentation and is included in Appendix D.

#### **4.2.4 Nuisance controls**

Nuisance controls were not required for this project.

#### **4.2.5 CAMP results**

All VOC airborne concentrations detected during bioremediation injection activities by the upwind and downwind CAMP monitors were less than 1 ppm. Airborne concentrations of particulates did not exceed 0.011 mcg/m<sup>3</sup>. The particulate and VOC concentrations did not exceed the levels established in the RAWP, and modification of

the prescribed on-Site respiratory protection level (“D”) was not necessary during Site activities.

Copies of all field data sheets relating to the CAMP are provided in electronic format in Appendix C.

#### **4.2.6 Reporting**

The January 8, 2015 First Quarterly Monitoring Report authored by Leader Consulting Services, Inc., addressed to Mr. John Kolaga (then with Damon Morey, LLP) and forwarded to Mr. John Miller of NYSDEC, included an in-depth description of the August 12-14, 2014 bioremediation activities and the first quarter (November 6, 2014) groundwater monitoring sampling event and laboratory results. Appendix D of this FER includes a photo log of the bioremediation process. Quarterly reporting to NYSDEC and NYSDOH was completed from January 8, 2015 through November 10, 2016. Two (2) post-remedial rounds of sampling and associated reports were requested by NYSDEC, and reports dated April 3, 2017 and October 20, 2017 were transmitted to NYSDEC and NYSDOH.

### **4.3 CONTAMINATED MATERIALS REMOVAL**

The selected remedy for the Site did not require contaminated material removal from the Site.

### **4.4. REMEDIAL PERFORMANCE/DOCUMENTATION SAMPLING**

#### **Groundwater Monitoring**

Groundwater monitoring was completed at monitoring wells MW-CHA-RFI-7, MW 5A/AR, MW-14 and MW-16. Samples collected from MW-CHA-RF- 7 provided data representative of groundwater conditions upgradient of AOC 6 while samples from MW 5A/AR, MW-14 and MW-16 were representative of groundwater conditions potentially impacted by the former oil/water separator in AOC 6. Groundwater samples were collected from each of the four (4) monitoring wells and analyzed for the water quality parameters of sulfate, dissolved iron, and Total Organic Carbon (“TOC”), in addition to VOC analysis. Initial baseline sampling and analysis (pre-injection) of the

four (4) wells also included nitrate, total and dissolved iron and manganese and dissolved gases methane, ethane and ethene. The additional baseline parameters were included to allow for future assessment of the level of bioremediation activity in the subsurface if VOC concentrations did not decline at a rate that would be expected. Three (3) months after injection, routine quarterly sampling of each of the wells for field and laboratory parameters was initiated. Quarterly sampling of the wells occurred between August 2014 and August 2016. After the development of an Interim Site Management Plan, NYSDEC requested that two additional rounds of groundwater sampling, collected at or near six (6) months apart (i.e., semi-annual), be completed to assess groundwater quality at the Site. The semi-annual sampling events occurred on February 2, 2017 and August 10, 2017.

Field activities were conducted in general accordance with NYSDEC protocols, and the CHA 2006 QAPP, Appendix B of the RCRA Facility Investigation Work Plan, June 2006. Laboratory analysis and data reporting conformed to NYSDEC Analytical Services Protocol (“ASP”) Category B reporting requirements for the VOC analysis portion of the monitoring program. Each quarterly and semi-annual Report included a Data Usability Summary Report (“DUSR”) generated by a third party consultant to assess the usability of the groundwater laboratory data generated from each sampling event.

Laboratory analysis of samples collected on August 10, 2017 indicated that the groundwater sample collected from monitoring well MW-5A/AR included only one (1) VOC analyte, chloroethane at 178 parts per billion (“ppb”), above the RAO (Class GA groundwater standard) of 5.0 (“ppb”), and that the groundwater sample collected from monitoring well MW-14 included only one (1) VOC, analyte, 1,1 dichloroethane at 5.7 ppb, just slightly above the RAO ( Class GA groundwater standard) of 5.0 ppb. Based on the groundwater monitoring data collected from the monitoring wells associated with AOC 6, NYSDEC has recommended that monitoring of wells MW-5A/AR and MW-14 for VOCs should be completed annually.

#### **Sub-Slab Vapor Intrusion Monitoring of Rental Spaces A1, A2 and 6**

On February 12 and 13, 2018 Sub-slab vapor intrusion (“SSVI”) monitoring of the rental spaces A1, (leased by Solar City); A2, (leased by 24 Seven) and A6 (leased by Polyworks) within the Vails Gate Business Park was completed. Sampling activities were

completed following the January 8, 2018 NYSDEC-approved 2017/2018 Heating Season Vapor Intrusion Investigation Work Plan developed by Leader and had been implemented in accordance with the NYSDOH Guidance Document “*Guidance for Evaluating Soil Vapor Intrusion in the State of New York*” and the screening levels specified in the 1997-2003 NYSDOH study of VOCs in air for fossil fuel oil heated homes (90th percentile) and the 2001 *USEPA Indoor Air Building Assessment and Survey Evaluation (“BASE”) database*, (90<sup>th</sup> percentile of indoor air results). In accordance with the guidance documents, the following activities were completed:

- A pre-sampling review of the rental spaces was conducted prior to the sampling event to identify and, if possible, minimize conditions that may interfere with proposed testing. The inspection was to evaluate the type of structure, floor layout, air flow and physical condition of the rental space, and potential sources of indoor air contamination within each space. The inspection information was identified on the New York State Department of Health Indoor Air Quality Questionnaire and Building Inventory Center for Environmental Health form.
- Field Tracer Gas - A tracer gas using helium was employed at each sample probe prior to purging and sampling of the sub slab air. A helium detection meter was used to assess if the helium within the contained air space covering the sample probe was entering the sub-slab space.
- Sample Purge and Collection - After the tracer gas study was completed at each of the probes, one (1) to three (3) volumes of the sample probe and associated tubing was purged prior to sample collection. The sub-slab sample was then collected in a 1-liter, batch certified clean, summa canister. The regulators of each canister used in sample collection were pre-calibrated for an eight-hour sample duration.
- Indoor and Outdoor Air Sampling - Indoor air samples were collected from each space where sub-slab samples were collected. They were collected within the spaces using summa canisters, and sampling was initiated within the same time frame as the associated sub-slab sample. One (1) outdoor ambient air samples was collected outside of the Main Warehouse to serve as a background sample. The purpose for collection and analysis of the background sample is to determine if

one or more compounds detected in the indoor air sample could be related to background levels of constituents in outdoor ambient air.

- QA/QC/Analytical Methodology/Reporting Level - One (1) duplicate sample within one of the spaces and one (1) matrix spike/matrix spike duplicate (“MS/MSD”) sample was collected and analyzed. For the means of traceability, a trip blank accompanied the samples and was analyzed. Each of the samples was analyzed for the presence of volatile organic compounds (“VOCs”) via USEPA Method TO-15 by Centek Laboratories Inc., a NYSDOH Environmental Laboratory Approval Program (“ELAP”) certified laboratory. Sample analyses was completed to meet the NYSDEC guidance for sub-slab samples, requiring a minimum detection limit of 1ug/m<sup>3</sup> and all ambient samples (indoor and outdoor air) to have a minimum detection limit of 1ug/m<sup>3</sup>, with the exception of trichloroethene, vinyl chloride and carbon tetrachloride, which have a reporting limit of 0.25 ug/m<sup>3</sup>. All raw data was submitted in the form of a Category B Analytical report for the purpose of validation. The laboratory submitted an EDD (Electronical Disk Deliverable) meeting the guidance of NYSDOH. In accordance with Section 2.8, Quality Assurance/Quality Control of the NYSDOH Guidance document, a third party, MEH Consulting, Inc., completed a DUSR to determine whether or not the data, as presented, met the project- specific criteria for data quality and data use.

Based on a comparison of the data generated from Rental Space 6, Polyworks, and Rental Space A2, 24 Seven, with NYSDOH matrices A, B, and C; the 1997-2003 NYSDOH Summary of Indoor Levels of VOCs from Fuel Oil Heated Homes in NYS (90th percentile); and the 2001 EPA Indoor Air Building Assessment and Survey Evaluation (“BASE”) Database (90<sup>th</sup> percentile), no further monitoring or SSVI mitigation of the spaces was warranted. Based on data for Solar City Rental Space A1, NYSDEC has recommended that sampling of Indoor Air only at rental space A1 should continue annually as identified in the SMP.

Tables and figure summarizing all end-point sampling is included in Tables 1a-3 and Figure 4, respectively, and all exceedances of RAOs are highlighted.

DUSRs were prepared for all data generated in this remedial performance evaluation program. These DUSRs are included in Appendix F, and associated raw data is provided electronically in Appendix E.

#### **4.5 IMPORTED BACKFILL**

The selected remedy did not require the importation of backfill material.

#### **4.6 CONTAMINATION REMAINING AT THE SITE**

##### Groundwater

Laboratory analysis of groundwater samples collected from AOC 6 on August 10, 2017 indicated that the groundwater sample collected from monitoring well MW-5A/AR included only one (1) VOC analyte, chloroethane at 178 parts per billion (“ppb”), above the RAO (Class GA groundwater standard) of 5.0 (“ppb”), and that the groundwater sample collected from monitoring well MW-14 included only one (1) VOC, analyte, 1,1 dichloroethane at 5.7 ppb, just slightly above the RAO (Class GA groundwater standard) of 5.0 ppb. VOC analyte concentrations within the groundwater samples from monitoring wells MW-16 and MW-CHA-RFI-7 were below the laboratory method detection limits (i.e., “non-detect”). Based on the groundwater monitoring data collected from the monitoring wells associated with AOC 6, NYSDEC has recommended that monitoring of wells MW-5A/AR and MW-14 for VOCs should be completed annually.

##### Sub Slab Vapor and Indoor Air

Based on a comparison of the data generated during the 2017/2018 Heating Season SSVI assessment of Rental Space 6, Polyworks, and Rental Space A2, 24 Seven, with NYSDOH matrices A, B, and C; the 1997-2003 NYSDOH Summary of Indoor Levels of VOCs from Fuel Oil Heated Homes in NYS (90th percentile); and the 2001 EPA Indoor Air Building Assessment and Survey Evaluation (“BASE”) Database (90th percentile), no further monitoring or SSVI mitigation of the spaces is warranted. Based on data for Solar City Rental Space A1, the indoor air quality within the space has not been impacted by the residual analytes identified within the sub-slab vapors. Sub-slab vapor concentrations within sample CHA-V19 from Rental Space A1, include 1,1,1 trichloroethane (“1,1,1 TCA”) and 1,1, dichloroethene (“1,1 DCE”). Indoor air concentrations of these analytes within the Solar City rental space are 1.3 ug/m<sup>3</sup> of 1,1,1 TCA and <0.16 ug/m<sup>3</sup> ( or non-detect), of 1,1 DCE. Both indoor air concentrations are

below the 90th percentiles thresholds in Tables 2 and 3 of the NYSDOH guidance. In addition, the ground water data generated from the RCRA Facility Investigation and implementation of the quarterly sampling program of the RAWP of groundwater samples from monitoring well MW-14, which is located within Rental Space A1, indicate that concentrations of 1,1,1 TCA have been below laboratory detection limits (“non-detect” or “ND”) since at least June 2011, and 1,1, DCE concentrations have been below Class GA groundwater quality standards since November 2011. Therefore, NYSDEC has recommended that sampling of Indoor Air only at rental space A1 should continue annually as identified in the SMP.

The SSD system within Unit 15, currently leased by the USMint, continues to function and is scheduled for routine maintenance per the SMP. Sub-slab vapors beneath the space appear to be the result of historical operations at the Site, and the ICM, sub-slab depressurization, is limiting exposure of VOCs to tenants of the space within NYSDOH guidance.

Tables 1a and 1b and Figure 4 summarize the results of all groundwater samples remaining at the Site after completion of Remedial Action that exceed the Site RAOs, Class GA groundwater standards.

Tables 2 summarizes the sub-slab sample results from RS 6, A1 and A2.

Table 3 summarizes the indoor air sample results from RS 6, A1 and A2.

Since residual contaminated soil and groundwater/soil vapor remains beneath the Site after completion of the Remedial Action, Institutional and Engineering Controls are required to protect human health and the environment. These Engineering and Institutional Controls (ECs/ICs) are described in the following sections. Long-term management of these EC/ICs and residual contamination will be performed under the SMP approved by the NYSDEC.

#### **4.7 SOIL COVER [or CAP] SYSTEM**

The source of contaminated soils within AOC #6 resulted from facility operations associated with the oil/water separator and its associated junction box and settling chamber. The 2007 IRM included vacuuming of accumulated liquids, dismantling of a portion of the oil/water separator, removal of a 500 gallon overflow tank and excavation of contaminated soils from within and adjacent to the oil/water separator. A limited amount of impacted soil remained in the oil/water separator vault prior to backfilling the

vault and the excavation. The residual contaminated soils are the remaining source area for groundwater contamination of AOC 6. Currently, the soil is contained below the asphalt driveway and parking area and concrete-floored building. Exposure to remaining contamination in soil/fill at the Site is prevented by the asphalt cover and concrete-floored building. An Excavation Work Plan, which outlines the procedures required in the event the cover system and/or underlying residual contamination are disturbed, is provided in Appendix B of the SMP.

#### **4.8 OTHER ENGINEERING CONTROLS**

Since residual contaminated groundwater/soil vapor, exists beneath the Site, Engineering Controls (“EC”) are required to protect human health and the environment. The site has the following primary Engineering Controls, as described in the following subsections.

##### Sub-Slab Depressurization System in Unit 15 of the Plant Building

To facilitate the design of the SSDS to be installed in the Unit 15, Sub-slab pressure field extension testing was performed in several locations in the subject rental space on November 5, 2009. A drawing that summarizes the results and illustrates the locations of the field extension test points is included in Appendix A of the SSDS Design Report, Former Creative Tech Interiors Rental Space authored by CHA, December 2009.

The pressure field extension testing process involved coring 5” holes through the concrete floor slab and installing 3/8” holes radial from the 5” core holes. Variable inline system fans were tested creating a negative pressure field beneath the concrete floor slab. The sub-slab pressure readings were collected with a digital micro manometer. A fan with the appropriate design characteristics for the Site-specific conditions was selected for the system design. Additionally, the extension of the negative pressure gradient was determined, and incorporated into the design in the extraction point spacing. The SSDS fan is on the east wall of Unit 15 and operates continuously, venting sub-slab vapors away from the occupied space within the building to the atmosphere at a point approximately one (1) foot above the building roof line. Figure 5 provides the location of the SSDS within the Plant Building of the Vails Gate Business Park. A sub-slab depressurization system layout drawing is provided in Appendix G of the SMP, Report of Vapor Mitigation System Inspection (February 28, 2018).

Procedures for monitoring, operating and maintaining the SSD system are provided in the Operation and Maintenance Plan in Section 6 of the SMP. The



Monitoring Plan also addresses inspection procedures that must occur after any severe weather condition has taken place that may affect on-site ECs.

#### **4.9 INSTITUTIONAL CONTROLS**

The Site remedy requires that an environmental easement be placed on the property to (1) implement, maintain and monitor the Engineering Controls; (2) prevent future exposure to remaining contamination by controlling disturbances of the subsurface contamination; and, (3) limit the use and development of the site to commercial uses only.

The environmental easement for the Site was executed by the Department on [date], and filed with the [County] County Clerk on [date]. The County Recording Identifier number for this filing is [number]. A copy of the easement and proof of filing is provided in Appendix B.

#### **4.10 DEVIATIONS FROM THE REMEDIAL ACTION WORK PLAN**

The RAWP for the Site was implemented as designed, and approved by NYSDEC.

## **LIST OF TABLES**

- 1a – Groundwater Monitoring Well MW-5A/AR Sample Data Summary
- 1b – Groundwater Monitoring Well MW-14 Sample Data Summary
- 2 – Sub Slab Sample Data Summary – Rental Spaces A1, A2 and 6
- 3- Indoor Air Sample Data Summary – Rental Spaces Aa, A2 and 6

TABLE 1a - MW-5A/AR

GROUNDWATER MONITORING WELL SAMPLE LABORATORY ANALYTICAL DATA SUMMARY - DETECTED PARAMETERS

Analyte <sup>(1)</sup>	MW-5A/AR															Class GA Groundwater Standard (ppb) <sup>(1)</sup>
	June 2011	November 2011	July 2012	January 2013	August 2014 <sup>(6)</sup>	November 2014 <sup>(7)</sup>	February 2015	May 2015	August 2015	November 2015	February 2016	May 2016	August 2016	February 2017	August 2017	
<b>Quarterly Sampling Parameters</b>																
<b>Volatiles</b>																
acetone	ND	ND	ND	ND	ND	440 <sup>(9)</sup>	407	77 <sup>(11)</sup>	110	ND	6.1	ND	ND	ND	ND	50 <sup>(4)</sup>
chlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
chloroethane	280	290	520	150	250 <sup>(9)</sup>	590 <sup>(9)(10)</sup>	1010	470 <sup>(11)</sup>	540 <sup>(11)</sup>	290 <sup>(11)</sup>	68	110	320 <sup>(11)</sup>	118	178	5
1,1-dichloroethane	650	1000	830	280	660 <sup>(9)</sup>	110	325	41	3.5	ND	ND	8.6	76	14.2	ND	5
1,1-dichloroethene	ND	110 <sup>(12)</sup>	29 <sup>(12)</sup>	11 <sup>(12)</sup>	22	ND	8.62	1.9	ND	1.1	ND	ND	2.9	ND	ND	5
cis-1,2 dichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,4-dioxane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5 <sup>(5)</sup>
tetrachloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
toluene	ND	ND	ND	ND	ND	ND	ND	ND	2.8	2.6	ND	ND	1.4	ND	1.2	5
1,1,1-trichloroethane	890	3000	440	210	750 <sup>(9)</sup>	33	200	ND	ND	ND	5.2	ND	42	ND	ND	5
1,1,2-trichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1
vinyl chloride	ND	ND	15 <sup>(12)</sup>	ND	14	6 <sup>(10)(10)</sup>	3.59	2.4	ND	ND	ND	2.3	ND	ND	ND	2
2-butanone (MEK)	ND	ND	ND	ND	ND	190 <sup>(10)</sup>	82.1	4.5 <sup>(12)</sup>	ND	ND	8.6	ND	ND	ND	ND	50 <sup>(4)</sup>
4-methyl-2-pentanone	ND	ND	ND	ND	ND	3 <sup>(12)</sup>	ND	ND	ND	ND	ND	ND	ND	ND	ND	5 <sup>(5)</sup>
naphthalene	ND	ND	ND	ND	ND	ND	ND	2.7	2.2	ND	ND	ND	1.8	ND	ND	10 <sup>(4)</sup>
n-propylbenzene	ND	ND	ND	ND	ND	ND	ND	1.5	1.4	ND	ND	ND	1.4	ND	ND	5
1,2,3 trichlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
hexachlorobutadiene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.5 <sup>(4)</sup>
1,2,4 trichlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,2,4 trimethylbenzene	ND	ND	ND	ND	ND	ND	ND	2.1	5.1	5.4	2.5	2.2	5.3	1.7	ND	5
1,3,5 trimethylbenzene/P ethyltoluene	ND	ND	ND	ND	ND	ND	ND	ND	1.4	ND	ND	ND	1.4	ND	ND	5
1,2,4,5 tetramethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.7	ND	ND	5 <sup>(4)</sup>
n-butylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.2 <sup>(13)</sup>	ND	ND	5
sec-butylbenzene	ND	ND	ND	ND	ND	ND	ND	1.1	1.2	1.3	ND	ND	1.7 <sup>(14)</sup>	1.2	ND	5
1,4-diethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.4	ND	5 <sup>(5)</sup>
1,2 dichloroethane	ND	ND	ND	ND	1 <sup>(12)</sup>	2 <sup>(12)</sup>	ND	ND	ND	1.8	ND	ND	ND	ND	ND	0.6
trichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
chloroform	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	7
<b>Wet Chemistry and Dissolved Metals</b>																
sulfate	NA	NA	NA	NA	31,500	<5,000	<5,000	700 <sup>(13)</sup>	<5,000	<5,000	3,240	1,020 <sup>(12)</sup>	<5,000	24,800	<5,000	250,000
total organic carbon (TOC)	NA	NA	NA	NA	3,410	288,000	95,400	48,900	30,200	25,600	14,600	6,640	10,200	5,000	8,900	NS
dissolved iron	NA	NA	NA	NA	ND	50,600	42,900	5,780	6,050	30,700	14,400	10,900	13,900	3,120	5,190	as low as possible, NTE 500,000

NOTES:  
 (1) All analyte values expressed as parts per billion ("ppb").  
 (2) The analyte was "J" flagged, indicating that it was detected below the laboratory quantification limits, and should be considered estimated.  
 (3) Standard is identified in 6 NYCRR, Part 703.5, Table 1, Water Quality Standards Surface Waters and Groundwater.  
 (4) Standard is not identified in 6 NYCRR, Part 703.5, Table 1. NYSDEC TOGS 1.1.1, Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations has been used.  
 (5) Analyte Standard does not exist in Part 703.5, Table 1. Analyte is identified in TOGS 1.1.1, Table 3 as unregulated, or is excluded within current regulation.  
 (6) Sampling date of August 11, 2014, reflects pre-bioremediation injection date of August 13 and 14, 2014.  
 (7) November 2014 sampling event reflects first post-bioremediation data.  
 (8) The analyte was "B" flagged, indicating that it was detected in the laboratory method blank, and should be considered estimated.  
 (9) The analyte was "E" flagged, indicating that the concentration exceeded the calibration range of the laboratory instrument, and should be considered an estimate.  
 (10) The analyte was "Z" flagged, indicating that it did not meet the variability criteria for the continuous calibration check (CCV) of 20%, and the value should be considered estimated.  
 (11) The analyte was "D" flagged, indicating that the surrogate concentration was diluted outside the laboratory acceptance criteria.  
 (12) The analyte was "U" flagged, indicating that the analyte was not detected at concentration greater than the Practical Quantitation Limit (PQL) or the Reporting Limit (RL) or the Method Detection Limit (MDL) as applicable.  
 (13) The analyte was "cS" flagged, indicating that the calibration acceptability criteria was exceeded, and the value is estimated. The recovery is outside the limits for this analyte.  
 (14) The recovery is outside the control limits for this analyte.  
 NA - Contaminant was not included for analysis during RFI.  
 A value identified in red indicates a concentration of the analyte in excess of the 6 NYCRR, Part 703.5 Table 1 standard or NYSDEC TOGS 1.1.1 guidance value.

TABLE 1b - MW-14

GROUNDWATER MONITORING WELL SAMPLE LABORATORY ANALYTICAL DATA SUMMARY - DETECTED PARAMETERS

MW-14																Class GA Groundwater Standard (ppb) <sup>(1)</sup>
Analyte <sup>(1)</sup>	June 2011	November 2011	July 2012	January 2013	August 2014 <sup>(6)</sup>	November 2014 <sup>(7)</sup>	February 2015	May 2015	August 2015	November 2015	February 2016	May 2016	August 2016	February 2017	August 2017	
<b>Quarterly Sampling Parameters</b>																
<b>Volatiles</b>																
acetone	19	45	35	11	19 <sup>(9)</sup>	ND	27.3	16.0	12.0	12.0	12.0	8.2 <sup>(2)</sup>	15 <sup>(13)</sup>	ND	19.5	50 <sup>(4)</sup>
chlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
chloroethane	ND	ND	ND	ND	1 <sup>(2)</sup>	ND	ND	2.1	8.0	7.3	6.6	ND	8.9	3.1	4.4	5
chloromethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	2.5	5
1,1-dichloroethane	86	79	67	53	47	1 <sup>(2)</sup>	43	48	31	22	16	26	12	28.3	5.7	5
1,1-dichloroethene	5.2	3.1 <sup>(2)</sup>	4.6 <sup>(2)</sup>	2.7 <sup>(2)</sup>	3 <sup>(2)</sup>	2 <sup>(2)</sup>	3.51	3.1	3.6	3.5	1.7	2.3	3.7	2.4	1.8	5
cis-1,2 dichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,4-dioxane	420	620	490	270	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5 <sup>(5)</sup>
tetrachloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
toluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,1,1-trichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,1,2-trichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1
vinyl chloride	5.2	4.6 <sup>(8)</sup>	2.3 <sup>(2)</sup>	2.1 <sup>(2)</sup>	3 <sup>(2)</sup>	2 <sup>(2)(10)</sup>	2.79	2.8	3.1	2.7	1.6	ND	3.1	2.5	1.5	2
2-butanone (MEK)	ND	ND	ND	ND	2 <sup>(2)</sup>	3 <sup>(2)(10)</sup>	ND	2.2 <sup>(2)</sup>	ND	ND	ND	ND	ND	ND	ND	50 <sup>(4)</sup>
4-methyl-2-pentanone	ND	ND	ND	ND	1 <sup>(2)</sup>	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5 <sup>(5)</sup>
naphthalene	ND	ND	ND	ND	2 <sup>(2)(8)</sup>	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	10 <sup>(4)</sup>
n-propylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,2,3 trichlorobenzene	ND	ND	ND	ND	2 <sup>(2)(8)</sup>	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
hexachlorobutadiene	ND	ND	ND	ND	4 <sup>(2)(8)</sup>	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.5 <sup>(4)</sup>
1,2,4 trichlorobenzene	ND	ND	ND	ND	1 <sup>(2)(8)</sup>	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,2,4 trimethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,3,5 trimethylbenzene/p-ethyltoluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
sec-butylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
1,2-dichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.6
trichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5
chloroform	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	7
<b>Wet Chemistry and Dissolved Metals</b>																
sulfate	NA	NA	NA	NA	14,900	25,700	31,200	31,000	<5,000	18,000	13,600	21,800	<5,000	<5,000	<5,000	250,000
total organic carbon (TOC)	NA	NA	NA	NA	4,150	45,900	35,800	39,800	50,300	47,400	40,200	35,400	96	1,500	44,400	NS
dissolved iron	NA	NA	NA	NA	6,130	16,200	8,410	9,130	9,920	19,500	21,900	12,500	35,000	8,800	30,700	as low as possible, NTE 500,000

NOTES:

- (1) All analyte values expressed as parts per billion ("ppb").
  - (2) The analyte was "J" flagged, indicating that it was detected below the laboratory quantification limits, and should be considered estimated.
  - (3) Standard is identified in 6 NYCRR, Part 703.5, Table 1, Water Quality Standards Surface Waters and Groundwater.
  - (4) Standard is not identified in 6 NYCRR, Part 703.5, Table 1. NYSDEC TOGS 1.1.1, Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations has been used.
  - (5) Analyte Standard does not exist in Part 703.5, Table 1. Analyte is identified in TOGS 1.1.1, Table 3 as unregulated.
  - (6) Sampling date of August 11, 2014, reflects pre-bioremediation injection date of August 13 and 14, 2014.
  - (7) November 2014 sampling event reflects first post-bioremediation data.
  - (8) The analyte was "B" flagged, indicating that it was detected in the laboratory method blank, and should be considered estimated.
  - (9) The analyte was "E" flagged, indicating that the concentration exceeded the calibration range of the laboratory instrument, and should be considered an estimate.
  - (10) The analyte was "Z" flagged, indicating that it did not meet the variability criteria for the continuous calibration check (CCV) of 20%, and the value should be considered estimated.
  - (11) The analyte was "D" flagged, indicating that the surrogate concentration was diluted outside the laboratory acceptance criteria.
  - (12) The analyte was "U" flagged, indicating that the analyte was not detected at concentration greater than the Practical Quantitation Limit (PQL) or the Reporting Limit (RL) or the Method Detection Limit (MDL) as applicable.
  - (13) The analyte was "C" flagged, indicating that the calibration acceptability criteria was exceeded for this analyte. The value is estimated.
- NA - Contaminant was not included for analysis during RFI.  
 A value identified in red indicates a concentration of the analyte in excess of the 6 NYCRR, Part 703.5 Table 1 standard or NYSDEC TOGS 1.1.1 guidance value.

**TABLE 2**  
**Sub Slab Vapor Sample Results - February 13, 2018 Sampling Event**  
**LABORATORY ANALYTICAL DATA SUMMARY - DETECTED PARAMETERS**

Vails Gate Business Park Tarkett Site (336065)

				May 2017 Soil Vapor/Indoor Air Matrix A Required Action	May 2017 Soil Vapor/Indoor Air Matrix B Required Action	May 2017 Soil Vapor/Indoor Air Matrix C Required Action
Analyte <sup>(1)</sup>	RS 6 CHA-V10	RS A1 CHA-V19	RS A2 LCS-1			
1,1,1-trichloroethane	6.2	18,000	120	NFA	Mitigate - SS>1,000	NFA
1,1 dichloroethane	4.6	3,000	14	NFA	NFA	NFA
1,1 dichloroethene	ND	230	1.9	Mitigate - SS >60	NFA	NFA
1,2,4 trimethylbenzene	1.5	1.3	1.9	NFA	NFA	NFA
1,3,5 trimethylbenzene	ND	ND	1.3	NFA	NFA	NFA
2,2,4 trimethylpentane	ND	ND	13	NFA	NFA	NFA
4-ethyltoluene	ND	ND	0.49 <sup>(2)</sup>	NFA	NFA	NFA
acetone	54	97	120	NFA	NFA	NFA
benzene	0.99	1.4	15	NFA	NFA	NFA
carbon disulfide	0.5	ND	4.3	NFA	NFA	NFA
carbon tetrachloride	ND	0.63 <sup>(2)</sup>	ND	NFA	NFA	NFA
chloroethane	ND	3.6	ND	NFA	NFA	NFA
chloroform	ND	8.3	0.88	NFA	NFA	NFA
chloromethane	1.3	ND	1.2	NFA	NFA	NFA
cis-1,2 dichloroethene	16	ND	ND	NFA	NFA	NFA
cyclohexane	1.8	ND	3.1	NFA	NFA	NFA
ethyl acetate	45	2.8	ND	NFA	NFA	NFA
freon 11	2	3.0	1.9	NFA	NFA	NFA
freon 12	13	3.2	3.1	NFA	NFA	NFA
heptane	4.2	4.4	19	NFA	NFA	NFA
hexane	5.1	0.56	34	NFA	NFA	NFA
isopropyl alcohol	25	ND	ND	NFA	NFA	NFA
m&p xylene	1.3	1.2 <sup>(2)</sup>	2.2	NFA	NFA	NFA
methyl isobutyl ketone	5.2	0.9	ND	NFA	NFA	NFA
methylene chloride	25	64	36	NFA	NFA	NFA
o-xylene	0.61 <sup>(2)</sup>	0.56 <sup>(2)</sup>	ND	NFA	NFA	NFA
tetrachloroethylene	12	ND	ND	NFA	NFA	NFA
toluene	2	2.4	50	NFA	NFA	NFA
trans-1,2-dichloroethene	2.9	ND	ND	NFA	NFA	NFA
trichloroethene	14	10	3.6	NFA	NFA	NFA

NOTES:

(1) Analysis completed using USEPA Analytical Method TO-15. Analyte concentrations expressed in micrograms per cubic meter (ug/m3)

(2) The analyte was "J" flagged, indicating that it was detected below the laboratory quantification limits, and should be considered estimated

(3) ND - Analyte was not detected above laboratory detection limits.

**TABLE 3**  
**Indoor Air Sample Results - February 13, 2018 Sampling Event**  
**LABORATORY ANALYTICAL DATA SUMMARY - DETECTED PARAMETERS**

Vails Gate Business Park Tarkett Site (336065)

Analyte <sup>(1)</sup>	RS 6 IA-Unit 6	RS A1 IA-Unit A1	RS A2 IA-Unit A2	RS A2 IAD-Unit A2	1997-2003 NYSDOH Summary of Indoor Levels of VOCs from Fuel Oil Heated Homes in NYS (90th percentile)	2001 EPA Indoor Air Building Assessment and Survey Evaluation Database (90th percentile)
1,1,1-trichloroethane	ND	1.3	ND	ND	3.1	20.6
1,2,4 trimethylbenzene	ND	2.5	0.59 <sup>(2)</sup>	0.88	9.5	9.5
1,3,5 trimethylbenzene	ND	ND	ND	0.49 <sup>(2)</sup>	3.6	3.5
2,2,4 trimethylpentane	ND	2.7	ND	ND	NV <sup>(3)</sup>	NV <sup>(3)</sup>
4-ethyltoluene	ND	0.79	ND	ND	NV <sup>(3)</sup>	3.6
acetone	19	40	19	34	110	98.9
benzene	0.61	2.6	1.1	1.1	15	9.4
carbon tetrachloride	0.31	0.38	0.38	ND	0.8	1.3
chloromethane	0.95	1.1	0.97	1.2	3.3	3.7
cyclohexane	ND	1.6	0.48	0.59	8.1	NV <sup>(3)</sup>
ethyl acetate	6.9	10	2.1	15	NV <sup>(3)</sup>	5.4
ethylbenzene	1.2	1.7	0.48 <sup>(2)</sup>	0.48 <sup>(2)</sup>	7.3	5.7
freon 11	1.5	1.5	1.5	1.6	NV <sup>(3)</sup>	NV <sup>(3)</sup>
freon 12	2.7	2.7	2.8	2.8	NV <sup>(3)</sup>	NV <sup>(3)</sup>
heptane	ND	2.6	6.1	6.4	19.0	NV <sup>(3)</sup>
hexane	ND	2.1	0.53	0.49 <sup>(2)</sup>	18.0	10.2
isopropyl alcohol	4.3	3.4	8.4	4.1	NV <sup>(3)</sup>	NV <sup>(3)</sup>
m&p xylene	1.1 <sup>(2)</sup>	4.9	1.0 <sup>(2)</sup>	1.1 <sup>(2)</sup>	12.0	22.2
methyl isobutyl ketone	ND	0.9 <sup>(2)</sup>	ND	ND	2.2	NV <sup>(3)</sup>
methylene chloride	0.97	1.7	2.5	2.2	22.0	10.0
o-xylene	0.52 <sup>(2)</sup>	2.1	0.52 <sup>(2)</sup>	0.56 <sup>(2)</sup>	7.6	7.9
styrene	ND	ND	ND	0.43 <sup>(2)</sup>	NV <sup>(3)</sup>	NV <sup>(3)</sup>
tetrahydrofuran	ND	12	ND	0.59	NV <sup>(3)</sup>	NV <sup>(3)</sup>
toluene	7.2	12	11	11.0	58	43

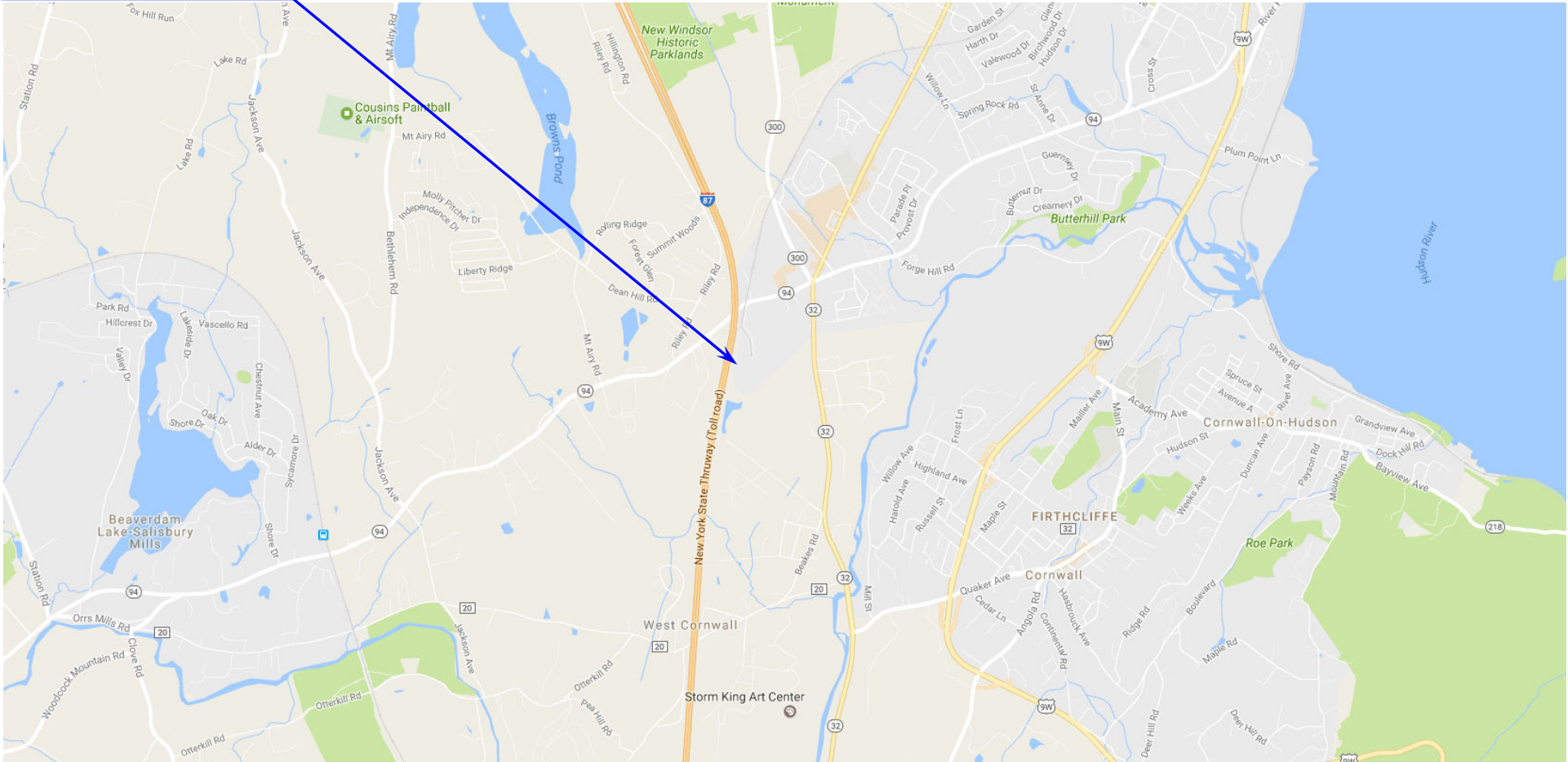
- NOTES:
- (1) Analysis completed using USEPA Analytical Method TO-15. Analyte concentrations expressed in micrograms per cubic meter (ug/m3)
  - (2) The analyte was "J" flagged, indicating that it was detected below the laboratory quantification limits, and should be considered estimated.
  - (3) NV- No value is provided for the analyte within this standard.
  - (4) ND - Analyte was not detected above laboratory detection limits.

## **LIST OF FIGURES**

- 1 – [Site Location Map](#)
- 2a – Tax Map – Town of New Windsor, New York
- 2b – Tax Map – Town of Cornwall, New York
- 3 – Environmental Easement Boundaries –Drawing No. 2006-052
- 4 – Remaining Groundwater Exceedances August 10, 2017 Sampling Event
- 5 – Sub-Slab Depressurization System Location



Approximate Site Location



SOURCE: Google Earth.

Title: **SITE LOCATION MAP**  
1073 Route 94, Vails Gate, New York

**FINAL ENGINEERING REPORT**

Leader Consulting Services, Inc.  
2813 Wehrle Drive, Suite #1  
Williamsville, New York  
(716) 565-0963  
(716) 565-0964 (fax)

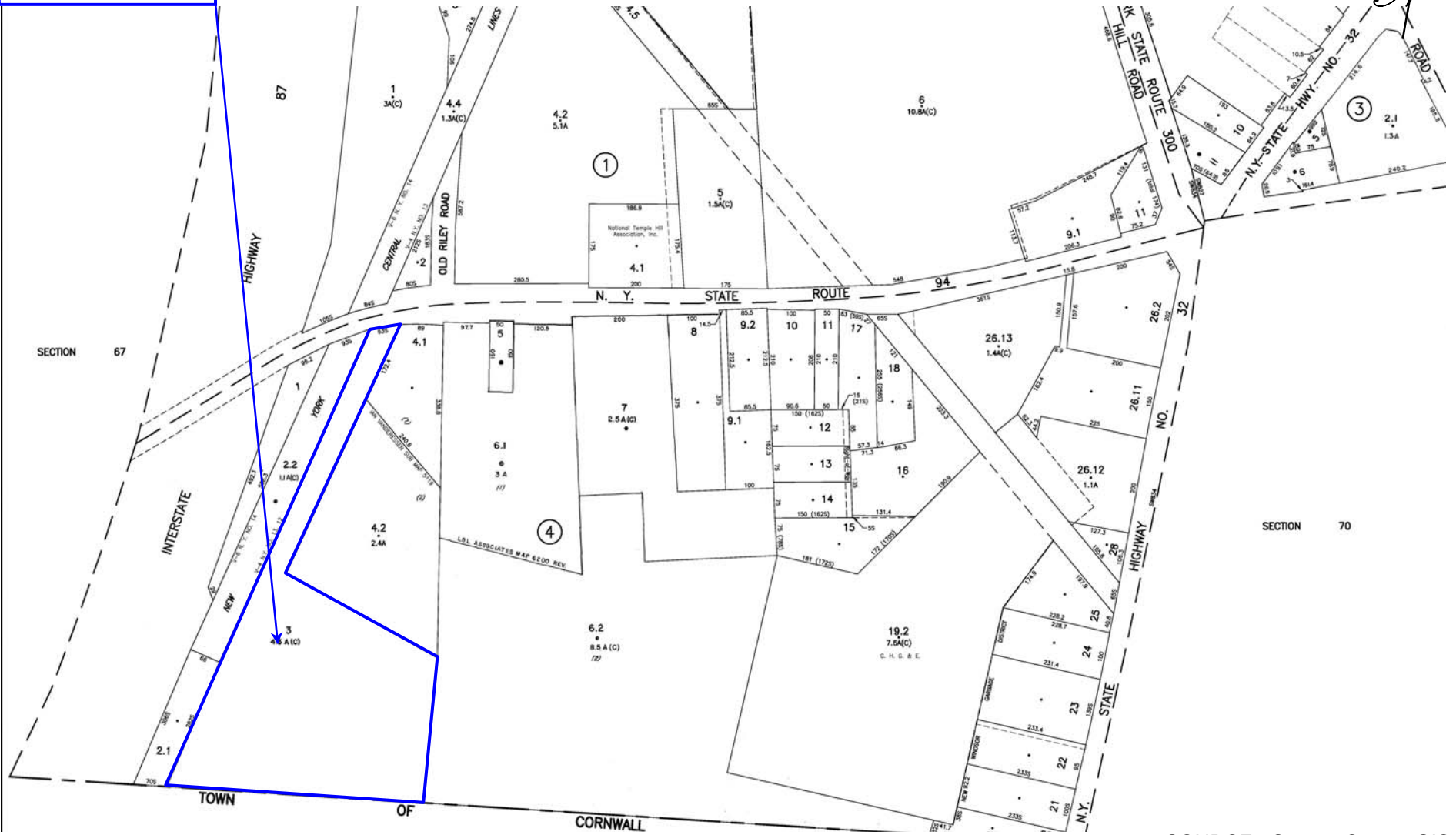
Project: 737.006  
Date: 11/2018  
Scale: N.T.S.

Drawn: HDK  
Checked: JAW  
File Name:

Figure: **1**



**Site Location**



SOURCE: Orange County GIS

Title:

**TAX MAP**  
1073 Route 94, Vails Gate, New York (Town of New Windsor)

**FINAL ENGINEERING REPORT**



Leader Consulting Services, Inc.  
2813 Wehrle Drive, Suite #1  
Williamsville, New York  
(716) 565-0963  
(716) 565-0964 (fax)

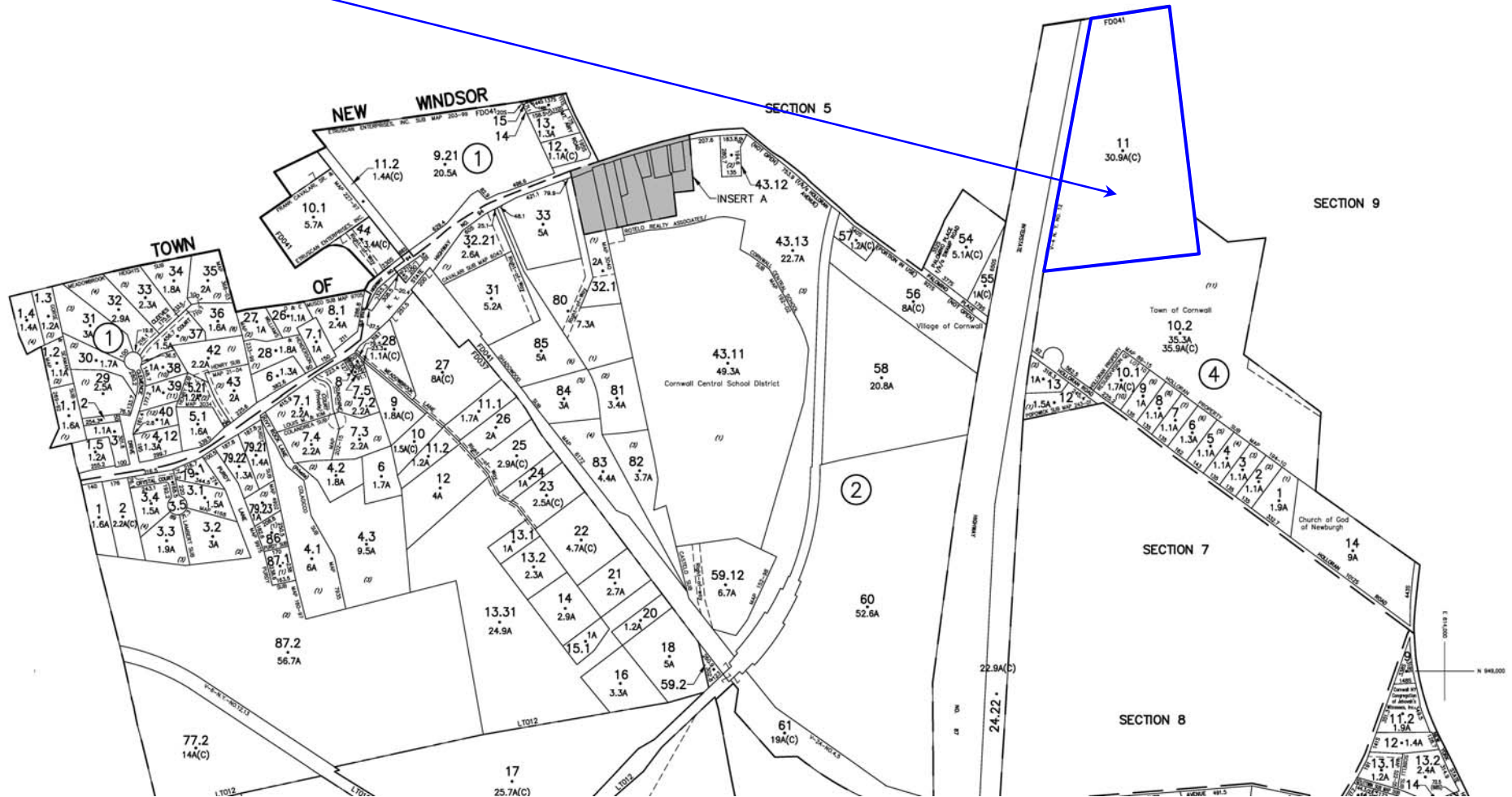
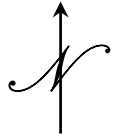
Project: 737.006  
Date: 11/2018  
Scale: N.T.S.

Drawn: HDK  
Checked: JAW  
File Name:

Figure:

**2a**

Site Location



SOURCE: Orange County GIS.

Title: TAX MAP  
1073 Route 94, Vails Gate, New York (Town of Cornwall)

FINAL ENGINEERING REPORT

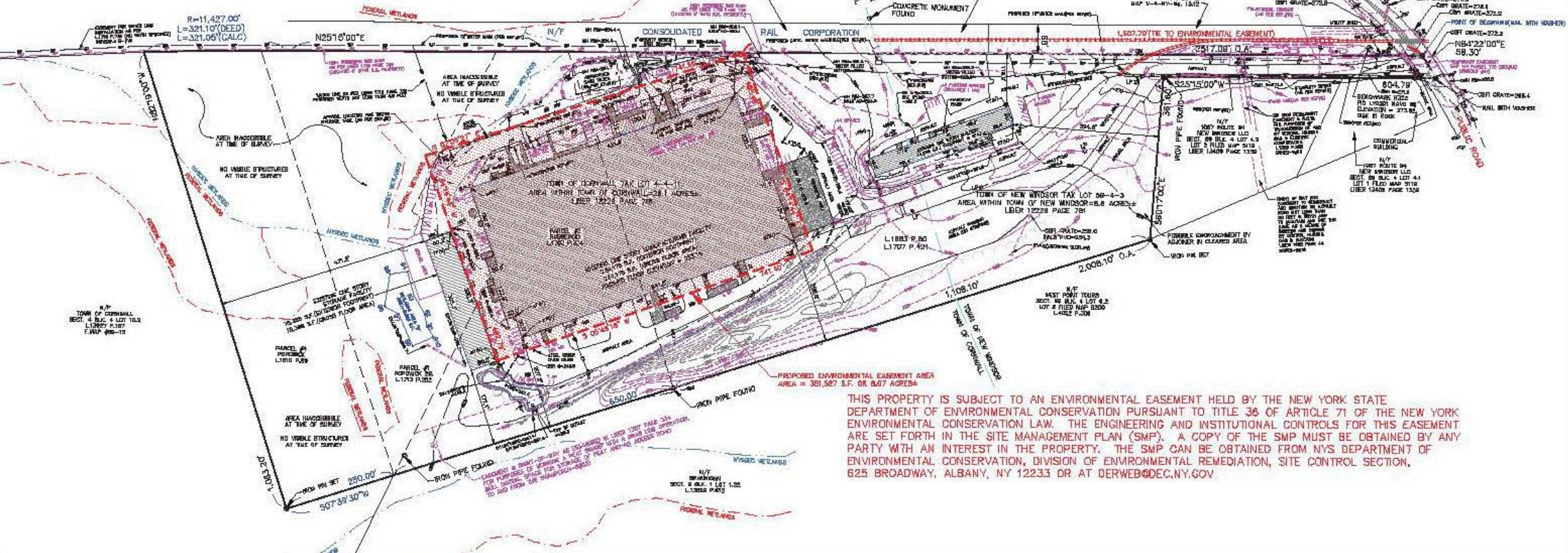
Leader Consulting Services, Inc.  
2813 Wehrle Drive, Suite #1  
Williamsville, New York  
(716) 565-0963  
(716) 565-0964 (fax)

Project: 737.006  
Date: 11/2018  
Scale: N.T.S.

Drawn: HDK  
Checked: JAW  
File Name:

Figure: 2b

- REFERENCES:
- TOWN OF CORNWALL TAX MAP SECTION 4 AND 2.
  - TOWN OF NEW WINDSOR TAX MAP SECTION 02.
  - NEW DATA SHEET FOR BENCHMARK POINTS AND L17031 (AVAILABLE VIA INTERNET)
  - PLAT ENTITLED "WATER MAIN FLOOR PLAN" DATED 07/22/2008 & AMENDED DATE: 07/22/2008
  - DEEDS FILED IN THE ORANGE COUNTY CLERK'S OFFICE AS:
    - L1707 P.041 L1847 P.086 L1707 P.034 L1008 P.001
    - L2006 P.029 L1854 P.018 L1703 P.008 L1703 P.008
    - L1703 P.010 L1831 P.024 L1448 P.040 L1408 P.041
    - L1848 P.005 L1719 P.028 L1718 P.002
    - L1718 P.002 L1138 P.008
  - MAPS FILED IN THE ORANGE COUNTY CLERK'S OFFICE AS:
    - No. 017
  - ORANGE COUNTY WATER AUTHORITY MAPPING DATA CD DATED SEPTEMBER 2002 VERSION 3.2
  - PLAN ENTITLED "WATER MAIN FLOOR PLAN" DATED 11/20/04 - DRAWING 001.
  - PLAN ENTITLED "WATER MAIN FLOOR PLAN" DATED 07/22/08 - DRAWING 002.
  - PLAN ENTITLED "WATER MAIN FLOOR PLAN" DATED 10/20/08 - DRAWING 1008-14.
  - PLAN ENTITLED "WATER MAIN FLOOR PLAN" DATED 1/14/09-DRAWING 2007.
  - PLAN ENTITLED "WATER MAIN FLOOR PLAN" DATED 1/14/09-DRAWING 2007.



THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW. THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT DERWEB@DEC.NY.GOV.

LINE/PAGE	DESCRIPTION	DATE/FILED DATE	NOTES
054/5 054-048	TELEPHONE LINE EASEMENT TO HUDSON RIVER TELEPHONE COMPANY DESCRIBED AS BEING LOCATED ALONG HIGHWAY ROUTE 94 TO THE VAILS GATE AND CHESTER STATE ROAD.	JULY 18, 1904 APRIL 23, 1911	(NOT PLOTTABLE)
100/24 054-047	GENERAL HIGHWAY & ELECTRIC CORP. & CORNWALL TELEPHONE COMPANY GRANTED EASEMENT & RIGHT OF WAY ACCESS LINES OF POWERLINE MAY BE LOCATED ON THE "WALKER ROAD" PORTION OF THE PROPERTY NEAR ROUTE 94.	OCTOBER 11, 1944 (UNLETTED)	(NOT PLOTTABLE)
1707/34 054-045	EASEMENT & RIGHT OF WAY OVER PROPERTY DESCRIBED IN LIBER 1707 PAGE 304 FOR USE BY JOSEPH & WARY WHEELER, THEIR HEIRS AND ASSIGNS FOREVER.	SEPT. 28, 1884 APRIL 13, 1888	PURPOSE FOR IMPROVING PEAT SHARP, STORAGE OF PEAT AND ACCESS ROAD TO AND FROM SHARP (PLOTTED)
1716/26 054-049	EASEMENT AND RIGHT-OF-WAY GRANTED BY RAILROAD COMPANY FOR WATER LINE (PLOTTED)	MAY 14, 1866 JUNE 21, 1866	OVER LANDS OF THE RAILROAD COMPANY FOR WATER LINE (PLOTTED)
1534/25 054-047	ELECTRIC & GAS TRANSMISSION LINES EASEMENT OPTION TO CENTRAL HUDSON GAS & ELECTRIC FOR PURCHASE OF 40' WIDE EASEMENT ACCESS LINES.	JULY 16, 1948 (UNLETTED)	TOWN OF NEW WINDSOR HAS INTEREST PROPERTY DESCRIBED (NOT PLOTTABLE)
069/40 054-044	RIGHT TO DISTURB MOUNTAIN, ETC BY CENTRAL HUDSON GAS & ELECTRIC AND/OR LANDS OF JOHN H. WELLS.	MAY 24, 1910 JULY 1, 1913	LIBER 1534 PAGE 24 AS EASEMENT FOR PROXIMITY (NOT PLOTTABLE)
1305/28 054-046	PERMANENT EASEMENT AND RIGHT OF WAY 20 FEET WIDE THROUGHOUT LOTS 4 & 11 OF CORNWALL TOWN OF CORNWALL GAS & ELECTRIC (PLOTTED)	OCT. 26, 1964 NOV. 3, 1964	ON AND ABOVE "FACE" POINT LEADING FROM ROUTE 94 TO PLANT FOR TRANSMISSION OF GAS ALSO IMPOSED AND SURVEYED OVER SAME (PLOTTED)
104/04 054-045	RIGHT OF WAY AND EASEMENT TO CONSTRUCT AND MAINTAIN AN "APART" ROAD HEREIN 20' WIDE OVER EASEMENT OF LIBER 104.	SEPT. 12, 1864 NOV. 10, 1864	(PLOTTED)
1716/26 054-047	ELECTRIC & GAS TRANSMISSION LINES EASEMENT OPTION TO CENTRAL HUDSON GAS & ELECTRIC FOR PURCHASE OF 40' WIDE EASEMENT ACCESS LINES.	JULY 16, 1948 SEPT. 28, 1948	TOWN OF CORNWALL HAS INTEREST PROPERTY DESCRIBED (NOT PLOTTABLE)
004/134 054-044	TEMPORARY BUILDING & UTILITY EASEMENT (PARCEL 172)	JUNE 3, 2002	(PLOTTED)

SYMBOL	DESCRIPTION
—	IDENTIFIES EXISTING OVERHEAD UTILITIES
—	IDENTIFIES EXISTING CHAIN LINK FENCE
—	IDENTIFIES EXISTING HYDROENT
—	IDENTIFIES EXISTING DITCH DRAINAGE FIELD PAULT
—	IDENTIFIES EXISTING MANHOLE
—	IDENTIFIES EXISTING MANHOLE
—	IDENTIFIES EXISTING MONITORED WELL
—	IDENTIFIES EXISTING GAS VALVE
—	IDENTIFIES EXISTING SIGN
—	IDENTIFIES EXISTING UTILITY POLE
—	IDENTIFIES EXISTING WOODEN FENCE
—	IDENTIFIES EXISTING WOODEN RAIL
—	IDENTIFIES EXISTING WATER BOX
—	IDENTIFIES EXISTING FLAG POLE
—	IDENTIFIES EXISTING LAMP POST
—	IDENTIFIES EXISTING WOODEN VALVE
—	IDENTIFIES EXISTING CLEARCUT
—	IDENTIFIES EXISTING RAILROAD TRACKS
—	IDENTIFIES EXISTING GAS MANDREL
—	IDENTIFIES EXISTING GAS MANHOLE
—	IDENTIFIES EXISTING BOLLARD
—	IDENTIFIES EXISTING PAINTED GAS WARNING
—	IDENTIFIES EXISTING SIGN (PER PLAN/DEED)
—	IDENTIFIES GAS MAIN (PER PLAN/DEED)
—	IDENTIFIES ELECTRICAL DUCT (PER PLAN/DEED)
—	IDENTIFIES EXISTING SIGN (PER PLAN/DEED)
—	IDENTIFIES EXISTING BUILDING HEIGHT

**ENTIRE LOT DESCRIPTION**  
 ALL THAT CERTAIN PLAT, PIECE OR PARCEL OF LAND, SITUATE, LIEING AND BEING IN THE TOWN OF CORNWALL AND NEW WINDSOR, COUNTY OF ORANGE, STATE OF NEW YORK, BOUND AND DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT IN THE CENTERLINE OF THE VAILS GATE TO WASHINGTONVILLE HIGHWAY (V.G. ROUTE 94) AND POINT BEING A WALL WITH MANHOLE SET, THENCE ALONG THE CENTERLINE OF V.G. ROUTE 94, N. 82°20'00" E. 64.00 FEET TO A WALL WITH MANHOLE SET, THENCE ALONG THE LARGER 100' OR FORMERLY OF 100' WIDE 84 NEW WINDSOR LLC, THE FOLLOWING TWO (2) COURSES:  
 1) S 89°10'00" W 104.70 FEET TO AN IRON PIPE FOUND, THENCE ALONG LANDS NOW OR FORMERLY NEAT POINT TOURS AND BRAUNHART, THE FOLLOWING TWO (2) COURSES:  
 1) S 89°10'00" W 110.00 FEET TO AN IRON PIPE FOUND, THENCE;  
 2) S 89°10'00" W 50.00 FEET TO A POINT, THENCE;  
 3) S 89°10'00" W 104.70 FEET ALONG THE BOUNDARY OF LANDS OF TOWN OF CORNWALL TO AN IRON PIPE FOUND, THENCE;  
 4) S 89°10'00" W 104.70 FEET ALONG THE BOUNDARY OF TOWN OF CORNWALL TO A POINT ON THE EASTERN BOUNDARY OF THE LANDS OF NEW YORK CENTRAL RAILROAD; THENCE;  
 THENCE ALONG LANDS OF NEW YORK CENTRAL RAILROAD THE FOLLOWING TWO (2) COURSES:  
 1) ON A CURVE IN THE RIGHT HAND CURVE HAVING A RADIUS OF 1142.00 FEET AND AN ARC LENGTH OF 32.66 FEET TO A POINT, AND  
 2) A COURSE OF 32.66 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 1.00 ACRES OR MORE OF LAND, MORE OR LESS.

**NOTES:**  
 WATER BOUNDARIES AND WETLAND LOCATIONS ARE SHOWN AS OF JANUARY 31, 2006.

**PROPOSED ENVIRONMENTAL EASEMENT AREA**  
 ALL THAT CERTAIN PLAT, PIECE OR PARCEL OF LAND, SITUATE, LIEING AND BEING IN THE TOWN OF CORNWALL AND NEW WINDSOR, COUNTY OF ORANGE, STATE OF NEW YORK, BOUND AND DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT BEING SOUTH OR BEING SOUTH 140.70 FEET FROM A WALL WITH MANHOLE SET IN THE CENTERLINE OF THE VAILS GATE TO WASHINGTONVILLE HIGHWAY (V.G. ROUTE 94), THENCE;  
 THENCE THROUGH THE LOT 4-11 THE FOLLOWING FOUR COURSES:  
 SOUTH 89 DEGREES 10 MINUTES 00 SECONDS EAST 110.00 FEET, THENCE;  
 SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST 74.00 FEET, THENCE;  
 NORTH 89 DEGREES 10 MINUTES 00 SECONDS WEST 110.00 FEET, THENCE;  
 NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST 74.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.0127 ACRES OR MORE OF LAND, MORE OR LESS.



I HEREBY CERTIFY THAT:  
 THIS MAP OR PLAN IS BASED UPON THE FIELD NOTES OF THE SURVEY, AND OTHER REFERENCES SHOWN.  
 ALL RECORDED EASEMENTS OR RIGHTS-OF-WAY AS SHOWN IN THE TITLE REPORT AND OTHER REFERENCES ARE SHOWN.  
 ALL OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN.  
 ALL UNDESIRABLE MARKS, DISCREPANCIES, ENCUMBRANCES AND OTHER IMPROVEMENTS ARE INDICATED.  
 UNAUTHORIZED ALTERATION TO A MAP REQUIRES A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7006 SUBSECTION 5 OF THE NEW YORK STATE EDUCATION LAW.  
 THIS CERTIFICATION IS NOT AN EXPRESSION OF OPINION, MERCHANTABILITY OR GUARANTEE; IT IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, BASED ON EXISTING FIELD EVIDENCE AND AVAILABLE DOCUMENTATION.  
 CERTIFICATIONS ARE NOT TRANSFERABLE TO ANOTHER INSTITUTION OR SUBSEQUENT OWNERS.  
 PLAN PREPARED PURSUANT TO SECTION 7006 OF THE NEW YORK STATE EDUCATION LAW.  
 SUBJECT TO THE FINANCIAL OF AN UP-TO-DATE TITLE SEARCH.

*Darrell L. Strickman*  
 DARRELL L. STRICKMAN, PROFESSIONAL LAND SURVEYOR  
 NEW YORK STATE LICENSE NO. 920487

0 1 2 3  
 ORIGINAL SIZE IN FEET

TOTAL AREA OF PROJECT = 1,284,790 SQ. FT. OR 29.35 ACRES

**HERITAGE LAND SURVEYING, P.C.**  
 P.O. BOX 819 PLATTICK, NEW YORK 12058  
 TEL: (518) 538-4144, FAX: (518) 538-4144, e-mail: heritageland@att.net

**PROPOSED ENVIRONMENTAL EASEMENT AREA**  
 1073 ROUTE 94  
 VAILS GATE BUSINESS CENTER L.L.C.  
 SECTION 04 BLOCK 4 LOT 3 (NEW WINDSOR)  
 SECTION 4 BLOCK 4 LOT 11 (CORNWALL)  
 COUNTY OF ORANGE, NEW YORK

DATE: 1/31/08  
 Scale: 1" = 50'  
 SHEET: 2008-052  
 DRAWING NO.: 2008-DS2S4  
 SHEET: 1/1

Title: **ENVIRONMENTAL EASEMENT BOUNDARIES – Drawing No. 2006-052**  
 1073 Route 94, Vails Gate, New York

**FINAL ENGINEERING REPORT**

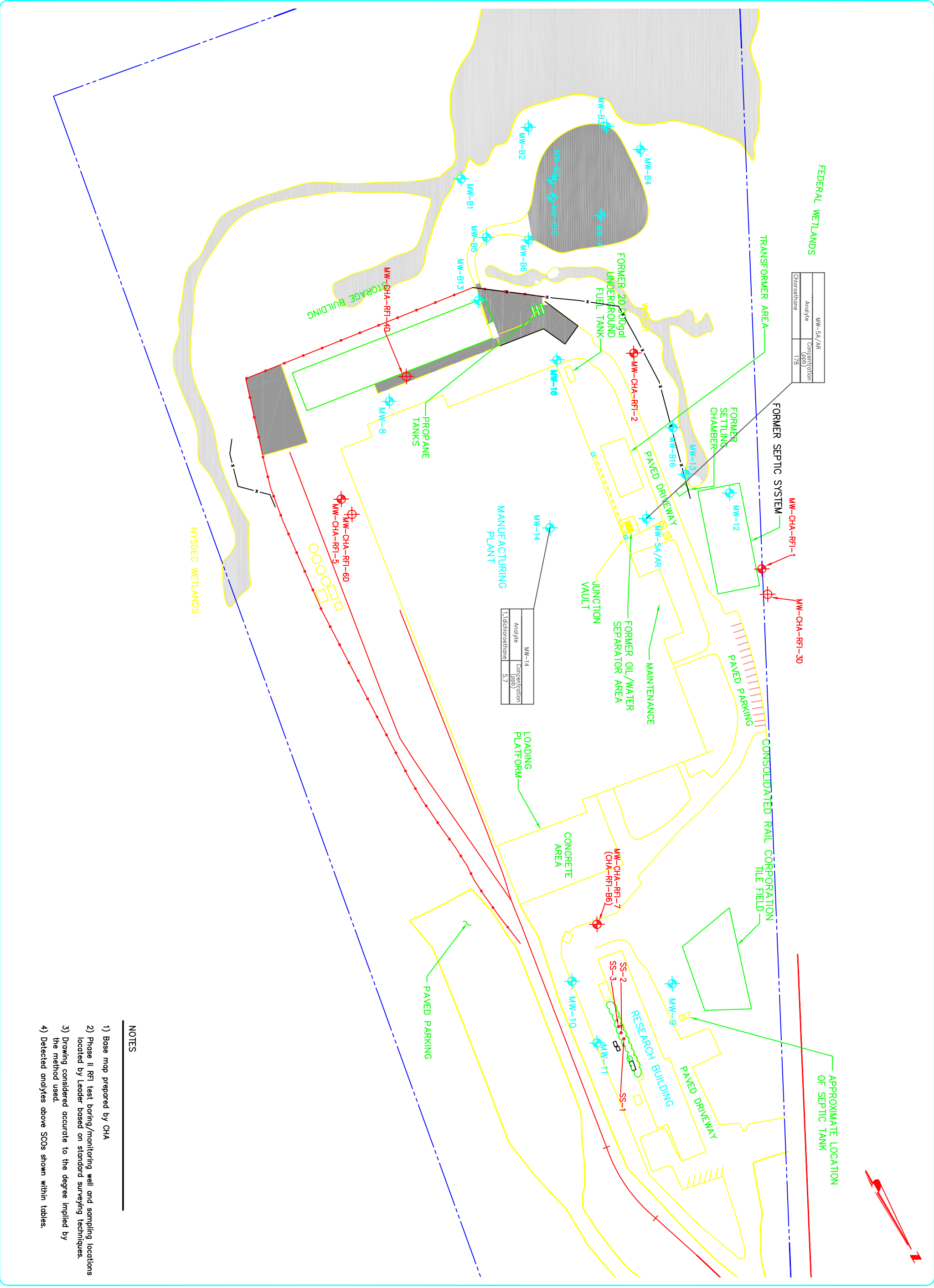
**Leader**  
 CONSULTING SERVICES

Leader Consulting Services, Inc.  
 2813 Wehrle Drive, Suite #1  
 Williamsville, New York  
 (716) 565-0963  
 (716) 565-0964 (fax)

Project: 737.006  
 Date: 11/2018  
 Scale: N.T.S.

Drawn: HDK  
 Checked: JAW  
 File Name:

Figure: **3**



MW-5A/AR	Analyte	Concentration
	Chloroethane	178

MW-14	Analyte	Concentration (ppb)
	1,1-dichloroethane	5.7

**NOTES**

- 1) Base map prepared by CHA
- 2) Phase II RFI test boring/monitoring well and sampling locations located by Leader based on standard surveying techniques.
- 3) Drawing considered accurate to the degree implied by the method used.
- 4) Detected analytes above SCOs shown within tables.

**FINAL ENGINEERING REPORT**

Remaining Groundwater Exceedances  
August 10, 2017 Sampling Event

Issue Date: 9/20/17    Project No.: 737.006    Scale: NTS

**LEADER CONSULTING SERVICES, INC.**

2813 Wehrle Drive, Suite 1, Williamsville, NY 14221  
Phone: (716) 565-0963 Fax: (716) 565-0964

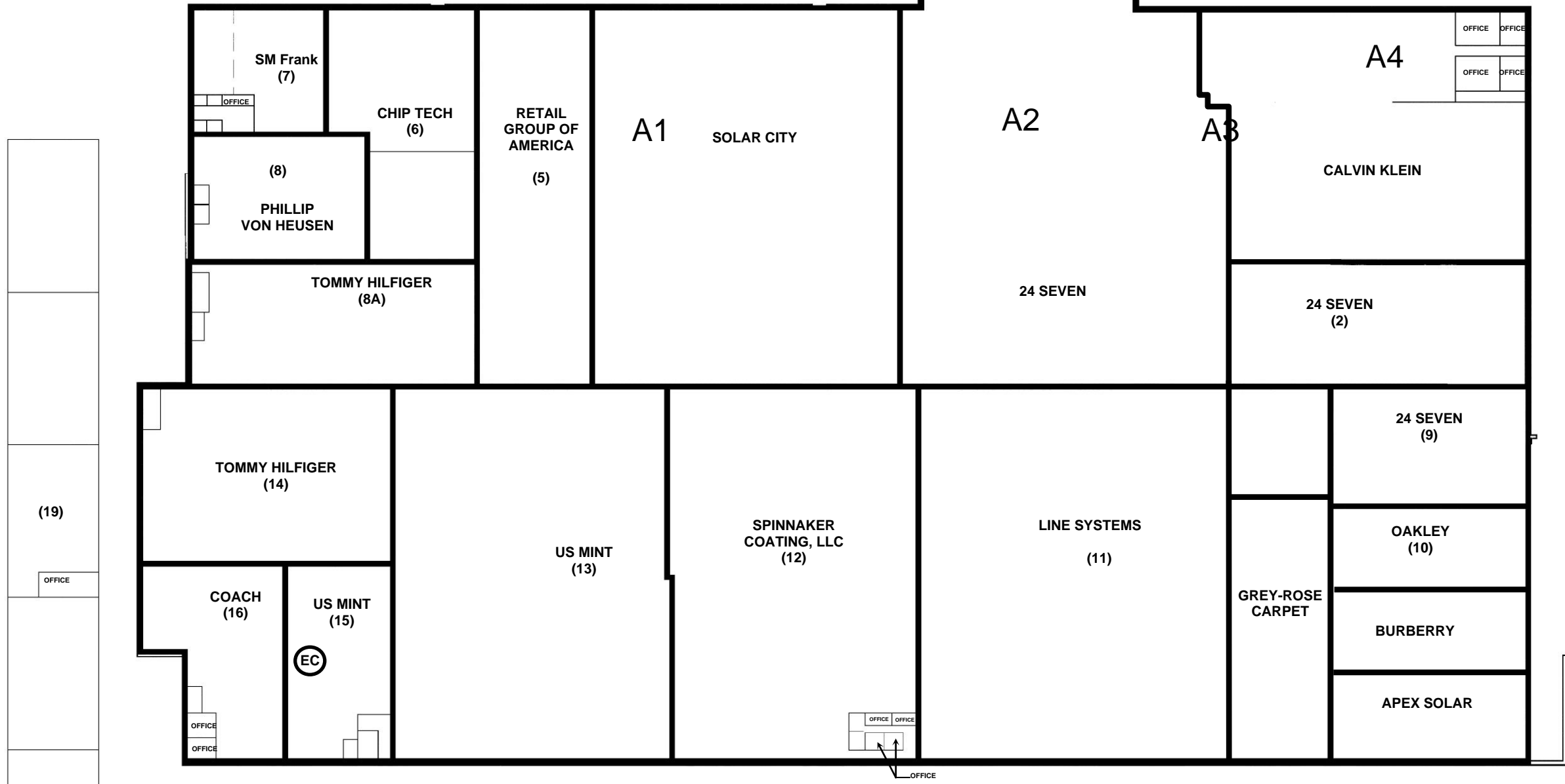
Designed By:	CHA	Date:	01/12/06
Drawn By:	CHA	Date:	01/10/06
Revised by:		Date:	

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS.

Leader Consulting Services, Inc. 09/20/18

**VAILS GATE  
MANUFACTURING FACILITY  
VAILS GATE, NEW YORK**

No.	Submital / Revision	App'd	By	Date
1	Phase II RFI	KK	HK	9/2011
2	Interim Site Management Plan	KK	HK	1/2017
3	Site Management Plan	KK	HK	9/2018



Legend:

- (1) - Rental Space
- EC** - Engineering Control Location

Title: **FINAL ENGINEERING REPORT**  
1073 Route 94, Vails Gate, New York

**Sub-Slab Depressurization System Location**

Leader Consulting Services, Inc.  
2813 Wehrle Drive, Suite #1  
Williamsville, New York  
(716) 565-0963  
(716) 565-0964 (fax)

Project: 737.006  
Date: 11/2018  
Scale: N.T.S.

Drawn: HDK  
Checked: JAW  
File Name: \_\_\_\_\_

Figure: **5**

## **LIST OF APPENDICES**

A – Digital Copy of the FER (CD)

B – Environmental Easement

C – CAMP Field Data Sheets and Air Monitoring Data (Incl. CD)

D – Photo log of Remedial Activities

E – Analytical Laboratory Data (Incl. CD)

F – DUSRs For All Endpoint Samples (Incl. CD)

**APPENDIX B**  
**Environmental Easement**



**RUPP  
BAASE  
PFALZGRAF  
CUNNINGHAM LLC  
ATTORNEYS**

1600 Liberty Building, 424 Main Street, Buffalo, NY 14202  
716.854.3400 | ruppbaase.com

**JOHN T. KOLAGA**  
kolaga@ruppbaase.com

October 8, 2018

VIA FEDEX & EMAIL

Bradford Burns, Esq.  
New York State Department  
of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, New York 12233-1500

Dear Mr. Burns:

Re: In re: Tarkett Site (Former Vails Gate Manufacturing)  
Environmental Easement Package  
Site ID No.: 336065  
Our File No.: 3339.18639

Enclosed please find my client's Environmental Easement Package in connection with the above-referenced Site ID number. This package includes the following materials in "hard copy":

1. A copy of the current deed;
2. Copies of two (2) tax maps;
3. A copy of the supporting title documentation;
4. Proof of authority to obligate owner of the property;
5. Legal description of the easement area;
6. One full-sized, signed survey;
7. A draft notice to two (2) municipalities, with appropriate site-specific provisions;
8. Easement Checklists with certifications signed by (a) owner and owner's attorney; and (b) remedial party and remedial party's attorney; and,
9. Signed transfer tax form (TP-584).

Please be advised that electronic versions of entire package will be emailed to you and Project Manager John Miller, P.E. today.

***Innovation in Practice***

Rochester | Williamsville | Albany | Jamestown



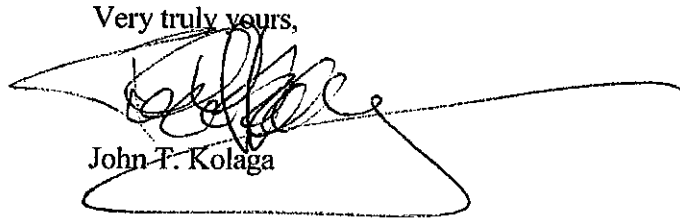
**RUPP BAASE PFALZGRAF CUNNINGHAM LLC**

Bradford Burns, Esq.  
October 8, 2018  
Page 2

Please do not hesitate contact me if you have any questions or concerns about any of the above or about any of the submitted materials.

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "John F. Kolaga", is written over a large, irregular scribble. The signature is positioned above the printed name "John F. Kolaga".

John F. Kolaga

/jtk  
Enclosures

cc: John B. Miller, P.E. (w/enclosures) (Via Email)  
Project Manager  
New York State Department  
of Environmental Conservation

Ulrick Johansson, Esq. (w/enclosures) (Via Email)  
Legal Counsel  
Stora Enso AB

Souha Azar, Esq. (w/enclosures) (Via Email)  
Senior Legal Counsel  
Tarkett Inc.

Daniele Cervino, Esq. (w/enclosures) (Via Email)  
Beattie Padovano LLC

Jeffrey A. Wittlinger, P.E. (w/enclosures) (Via Email)  
Keith Keller (w/enclosures)(Via Email)  
Leader Consulting Services, Inc.

**ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE**

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:  
NAME(S) OF PARTY(S) TO DOCUMENT

VAILS GATE MANUFACTURING, LLC  
  
TO  
VAILS GATE BUSINESS CENTER, L.L.C.

T/O NEW WINDSOR  
SECTION 69 BLOCK 4 LOT 3  
T/O CORNWALL 4-3-1.1

RECORD AND RETURN TO:  
(name and address)

LAURENCE J. RAPPAPORT, ESQ., L.L.C.  
3799 U.S. HIGHWAY 46, SUITE 106  
PARSIPPANY, NEW JERSEY 07054-1060  
TELEPHONE: (973) 257-9999



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED C MORTGAGE SATISFACTION ASSIGNMENT OTHER

**PROPERTY LOCATION**

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)	NO PAGES <u>4</u>	CROSS REF.
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)	CERT. COPY	ADD'L X-REF.
2289 CHESTER (TN)	4203 MONTGOMERY (VLG)	MAP#	PGS.
2201 CHESTER (VLG)	4205 WALDEN (VLG)	PAYMENT TYPE: CHECK <u>X</u>	CASH
<u>X</u> 2489 CORNWALL (TN)	4489 MOUNT HOPE (TN)	CASH	CHARGE
2401 CORNWALL (VLG)	4401 OTISVILLE (VLG)	NO FEE	
2600 CRAWFORD (TN)	4600 NEWBURGH (TN)	Taxable	CONSIDERATION \$ <u>6,125,000<sup>02</sup></u>
2800 DEERPARK (TN)	<u>X</u> 4800 NEW WINDSOR (TN)	TAX EXEMPT	
3089 GOSHEN (TN)	5089 TUXEDO (TN)	Taxable	MORTGAGE AMT. \$
3001 GOSHEN (VLG)	5001 TUXEDO PARK (VLG)		
3003 FLORIDA (VLG)	5200 WALLKILL (TN)		
3005 CHESTER (VLG)	5489 WARWICK (TN)		
3200 GREENVILLE (TN)	5401 FLORIDA (VLG)		
3489 HAMPTONBURGH (TN)	5403 GREENWOOD LAKE (VLG)		
3401 MAYBROOK (VLG)	5405 WARWICK (VLG)		
3689 HIGHLANDS (TN)	5600 WAWAYANDA (TN)	<b>MORTGAGE TAX TYPE:</b>	
3601 HIGHLAND FALLS (VLG)	5889 WOODBURY (TN)	(A) COMMERCIAL/FULL 1%	
3889 MINISINK (TN)	5801 HARRIMAN (VLG)	(B) 1 OR 2 FAMILY	
3801 UNIONVILLE (VLG)		(C) UNDER \$10,000	
4089 MONROE (TN)	<b>CITIES</b>	(E) EXEMPT	
4001 MONROE (VLG)	0900 MIDDLETOWN	(F) 3 TO 6 UNITS	
4003 HARRIMAN (VLG)	1100 NEWBURGH	(I) NAT.PERSON/CR. UNION	
4005 KRYAS JOEL (VLG)	1300 PORT JERVIS	(J) NAT.PER-CR.UN/1 OR 2	
	9999 HOLD	(K) CONDO	

*Donna L. Benson*  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: *Land America*

RECORDED/FILED  
25/11/2006 15:48:05  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

FILE # 20060087702  
DEED C / BK 12229 PG 0781  
RECORDING FEES 207.00  
TTX# 008449 T TAX 24,500.00  
Receipt#615494 ml



RECEIVED DEC 01 2006

**LAURENCE J. RAPPAPORT, ESQ., L.L.C.**

3799 U.S. HIGHWAY 46

SUITE 106

PARSIPPANY, NEW JERSEY 07054-1060

TELEPHONE: (973) 257-9999  
FACSIMILE: (973) 257-9955

E-MAIL  
larry@ljrlaw.com

November 29, 2006

Robert Kilgannon  
Kessler Properties  
460 Getty Avenue  
Clifton, NJ 07011

**RE: VAILS GATE BUSINESS CENTER, LLC**

Dear Bob:

Enclosed for your records is the original Deed regarding the above matter which was recorded in Orange County, New York on August 11, 2006.

Kindly acknowledge receipt of same by signing and returning the copy of this letter in the envelope provided.

Very truly yours,

  
**LAURENCE J. RAPPAPORT**

LJR/j  
Encl.

RECEIPT OF THE ABOVE IS HEREBY  
ACKNOWLEDGED THIS 1st DAY  
OF DECEMBER, 2006.

Bargain & Sale Deed with Covenant against Grantor.

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

THIS INDENTURE, made the 10<sup>th</sup> day of July, 2006.

**BETWEEN VAILS GATE MANUFACTURING, LLC**, a limited liability company of the State of Delaware, with its principal offices located at 2728 Summer Street, Houston, Texas 77007.

grantor

**VAILS GATE BUSINESS CENTER, L.L.C.**, a limited liability company of the State of New York, with its principal offices located at 460 Getty Avenue, Clifton, New Jersey 07011

grantee

**WITNESSETH**, that the grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00), paid by the grantee hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**TOGETHER** with the appurtenances and all the estate and rights of the grantor in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. **AND** the said grantor covenants that the grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever. This deed is subject to the trust provisions of Section 13 of the Lien Law.

The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

*In presence of:*

**VAILS GATE MANUFACTURING, LLC**

By:

  
Gilles de Beaumont - Member


L.S.

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF TEXAS            )  
  )ss.:  
COUNTY OF Harris        )

On the 10<sup>th</sup> day of July, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared *Gilles de Beaumont*, personally known to me or proved to me on the basis of satisfactory evidence 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, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Houston Texas Office.

*(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).*

  
Notary Public

COMMISSION EXPIRES: December 14, 2009



## EXHIBIT A

### METES AND BOUNDS

Vails Gate Premises

Section 69 Block 4 Lot 3 (town of New Windsor)

Section 4 Block 3 Lot 1.1 (town of Cornwall)

All that certain plot, piece or parcel of land, situate, lying and being in the town of Cornwall and New Windsor, county of Orange, state of New York, bounded and described as follows:

Beginning at a point in the centerline of the Vails Gate to Washingtonville Highway N.Y.S. Route 94, said point being a nail with Washer set and Thence from said point along the centerline of N.Y.S. Route 94, N 84-22-00 E 58.30' to a nail with Washer SLT. Thence along the lands now or formerly of Van Der Essen, the following two (2) courses:

S 25-15-00 W 604.79 to an iron pipe found; Thence,

S 60-17-00 E 361.60' to an iron rod set; Thence,

Along lands now or formerly LBL Associates and county of Orange, the following three (3) courses:

S 07-39-30 W 1108.10 to an iron pipe found

S 07-39-30 W 650.00 to a point

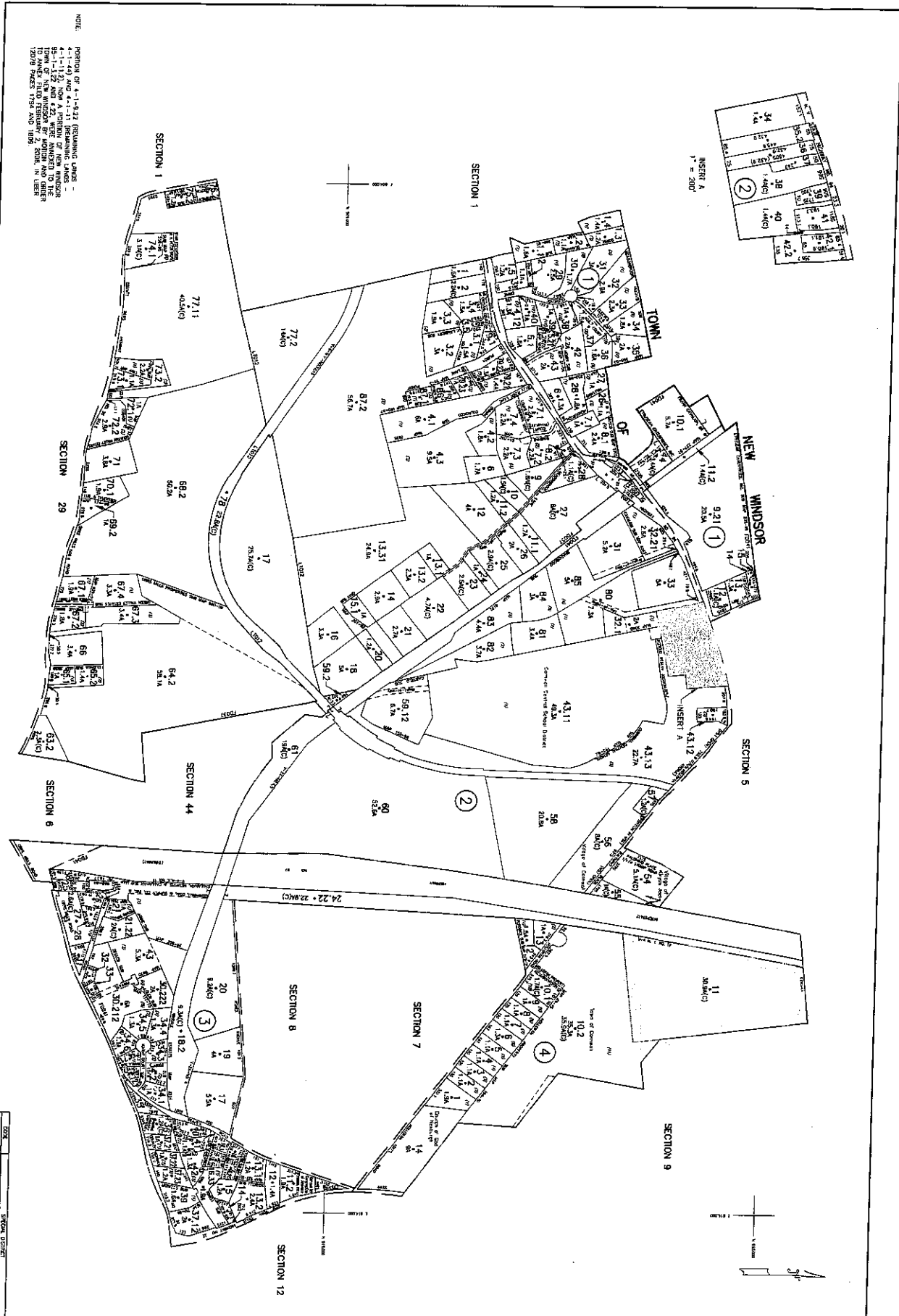
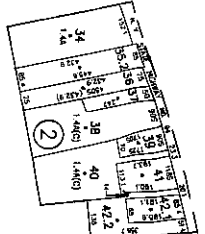
S 07-39-30 W 250.00 to an iron pin set; Thence along lands now or formerly of Halloran Road Realty LLC.

N 82-19-00 W 1063.20' to a point on the easterly boundary of the lands of Consolidated Rail Corporation, the following two (2) courses:

On a curve to the right, said curve having a radius of 11,427.00' and an arc length of 321.05' to a point; Thence,

N 25-15-00 E 2517.09' to the point or place of beginning.

Containing 1,566,196 square feet or 35.95 acres of land, more or less.



NOTE: PORTION OF 4-1-9-32 RESERVING LANDS - 4-1-43 AND 4-1-11 PREPARING LANS - 5-1-1-12 AND 4-2-1-12 PREPARING LANS - TOWN OF NEW WINDSOR BY ACTION AND ORDER 120/8 PAGES 1794 AND 1805

**LEGEND**

TYPE OF SECTION	PLAT NO. OF LOT	DATE OF SECTION	DATE OF SECTION
SECTION 1	7711	4-3-1-12	4-3-1-12
SECTION 5	921	2-23-12	2-23-12
SECTION 6	64.2	2-23-12	2-23-12
SECTION 7	10.2	2-23-12	2-23-12
SECTION 8	30	2-23-12	2-23-12
SECTION 9	11	2-23-12	2-23-12
SECTION 12	17	2-23-12	2-23-12
SECTION 29	71	7-0-1-12	7-0-1-12
SECTION 44	64.2	2-23-12	2-23-12
SECTION 48	10.2	2-23-12	2-23-12

**ORANGE COUNTY - NEW YORK**

MAINTAINED, ALLEGED, SALE OR DISTRIBUTION MAPS IS PROHIBITED WITHOUT PERMISSION OF THE T.C. ROAD, HIGHWAY TAX SERVICE AGENCY



ADJOINING REFERENCE

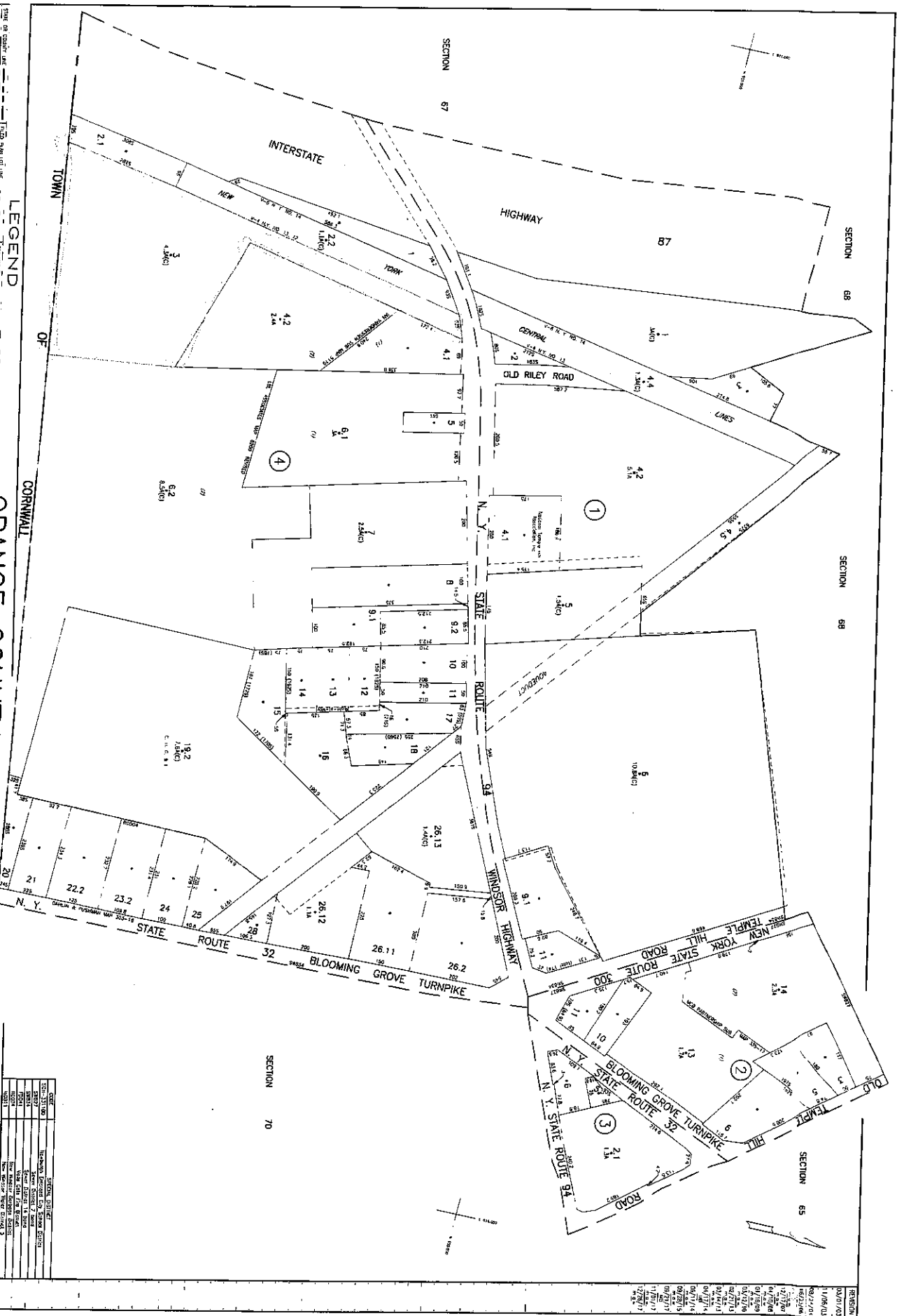
TOWN OF CORNWALL 332469  
Scale 1" = 400' Section No. 4

SECTION	DATE	DATE
SECTION 1	4-3-1-12	4-3-1-12
SECTION 5	2-23-12	2-23-12
SECTION 6	2-23-12	2-23-12
SECTION 7	2-23-12	2-23-12
SECTION 8	2-23-12	2-23-12
SECTION 9	2-23-12	2-23-12
SECTION 12	2-23-12	2-23-12
SECTION 29	7-0-1-12	7-0-1-12
SECTION 44	2-23-12	2-23-12
SECTION 48	2-23-12	2-23-12

STATE OF NEW YORK  
 COUNTY OF ORANGE  
 TOWN OF WINDSOR  
 SECTION 69

**ORANGE COUNTY-NEW YORK**

MAINTAINANCE STATEMENT OF THE COMMISSIONER OF THE DEPARTMENT OF TAXATION AND FINANCE, AND OF THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, FOR THE FISCAL YEAR ENDING 1981.



**LEGEND**

1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
17	1.00	1.00	1.00
18	1.00	1.00	1.00
19	1.00	1.00	1.00
20	1.00	1.00	1.00
21	1.00	1.00	1.00
22	1.00	1.00	1.00
23	1.00	1.00	1.00
24	1.00	1.00	1.00
25	1.00	1.00	1.00
26	1.00	1.00	1.00
26.11	1.00	1.00	1.00
26.12	1.00	1.00	1.00
26.13	1.00	1.00	1.00
26.2	1.00	1.00	1.00
26.21	1.00	1.00	1.00

Scale 1" = 100' Section No. 69



**Kolaga, John T.**

---

**From:** Mary Pat Boak <MaryPat.Boak@stewart.com>  
**Sent:** Wednesday, August 15, 2018 8:44 AM  
**To:** Gioia, Horace; McFarland, Diane L  
**Cc:** Kolaga, John T.  
**Subject:** RE: Order 8115549 Vails Gate Business Center LLC Orange County

**TimeMattersID:** M5119A958F8A2983  
**TM Contact:** Stora Enso AB  
**TM Contact No:** 3339  
**TM Matter No:** 18639  
**TM Matter Reference:** Vails Gate

Good morning, Horace,  
There are no other deeds recorded since the 2006 deed into Vails Gate Business Center, L.L.C. This confirms that this entity is still in title as of record.  
Have a great day.  
Mary Pat

**Mary Pat Boak**  
Customer Service Representative

**Stewart Title Insurance Company**  
333 E. Onondaga Street  
Syracuse, New York 13202  
O (315)472-4761 | F (315)472-3964  
[stewart.com/syracuse](http://stewart.com/syracuse) | [MaryPat.Boak@stewart.com](mailto:MaryPat.Boak@stewart.com)

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

---

**From:** Gioia, Horace [mailto:[gioia@ruppbaase.com](mailto:gioia@ruppbaase.com)]  
**Sent:** Tuesday, August 14, 2018 5:18 PM  
**To:** Mary Pat Boak; McFarland, Diane L  
**Cc:** Kolaga, John T.  
**Subject:** [External] RE: Order 8115549 Vails Gate Business Center LLC Orange County

Thanks, Mary Pat. We will get the invoice paid right away. I see the deed conveying title to Vails Gate Business Center, L.L.C. recorded August 11, 2006. I just want to confirm that this entity is still in title. Thanks.

**Horace A. Gioia**  
Partner



**RUPP  
BAASE  
PFALZGRAF  
CUNNINGHAM LLC  
ATTORNEYS**

*Innovation in Practice*

1600 Liberty Building | Buffalo, New York 14202 | 716.854.3400 ext. 248 | M: 716.913.4819 | [email](#) | [website](#) | [bio](#) | [vcard](#)



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**From:** Mary Pat Boak [<mailto:MaryPat.Boak@stewart.com>]  
**Sent:** Tuesday, July 31, 2018 3:43 PM  
**To:** McFarland, Diane L  
**Cc:** Gioia, Horace  
**Subject:** Order 8115549 Vails Gate Business Center LLC Orange County  
**Importance:** High

Good Afternoon, Diane and Horace,

Attached is the non-certified search on notes for Orange County for Vails Gate Business Center.

Please let me know if you have any questions or concerns.

Thank you.

Mary Pat

**Mary Pat Boak**  
Customer Service Representative

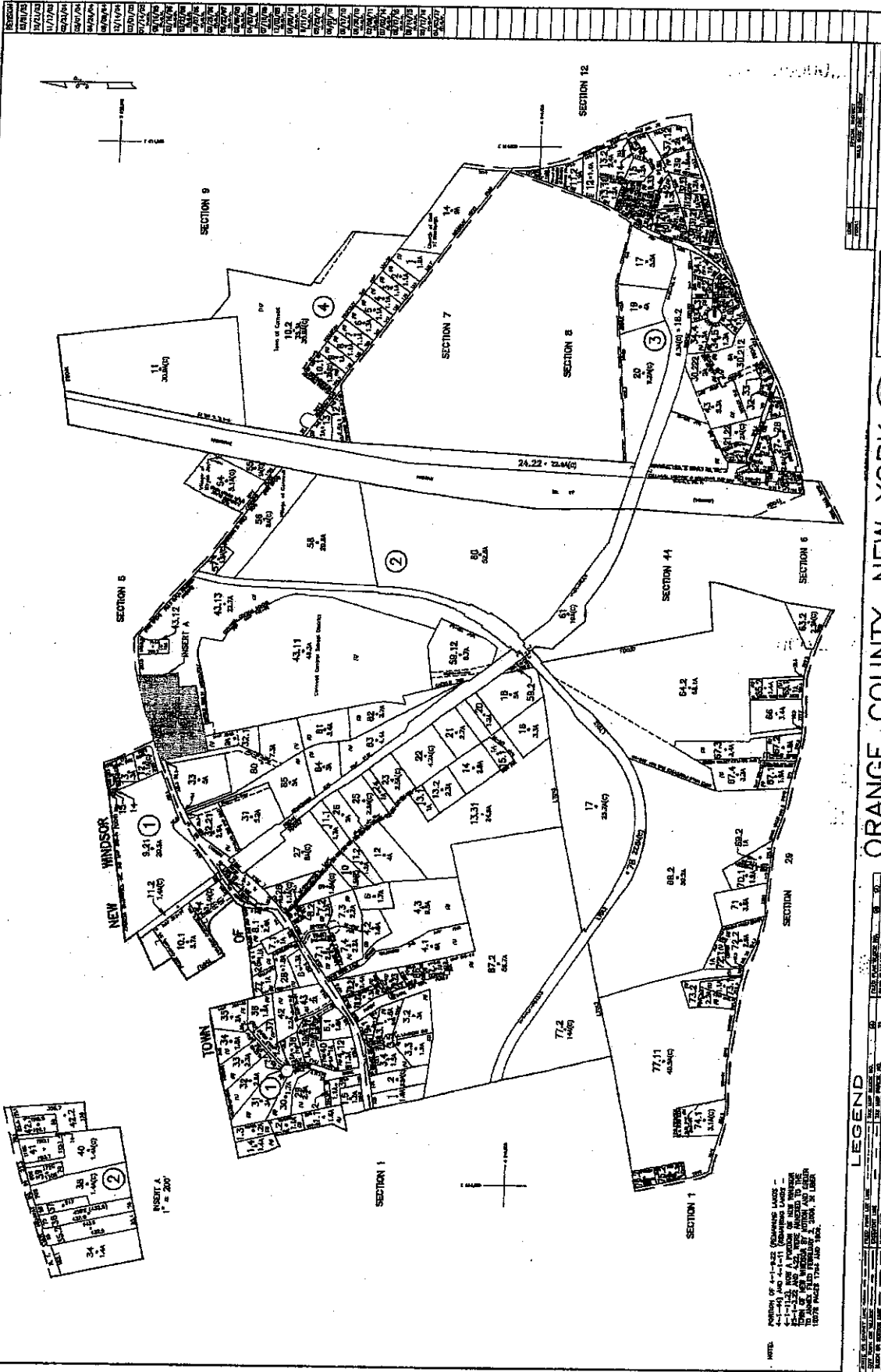
**Stewart Title Insurance Company**  
333 E. Onondaga Street  
Syracuse, New York 13202  
O (315)472-4761 | F (315)472-3964  
[stewart.com/syracuse](http://stewart.com/syracuse) | [MaryPat.Boak@stewart.com](mailto:MaryPat.Boak@stewart.com)

**stewart title**

*Real partners. Real possibilities.™*

NYSE: STC

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337-648  
**TOWN OF CORNWALL**  
 Scale: 1" = 100' Section No. 4

ADJOINING JURISDICTION



**ORANGE COUNTY - NEW YORK**  
 TOWN OF CORNWALL  
 MAP OF THE TOWN OF CORNWALL, NEW YORK, SHOWING THE SEVERAL LOTS AND PARCELS OF LAND, AND THE NAMES OF THE OWNERS, AS OF THE 1st DAY OF JANUARY, 1880.

**LEGEND**

1	Section 1
2	Section 2
3	Section 3
4	Section 4
5	Section 5
6	Section 6
7	Section 7
8	Section 8
9	Section 9
10	Section 10
11	Section 11
12	Section 12
13	Section 13
14	Section 14
15	Section 15
16	Section 16
17	Section 17
18	Section 18
19	Section 19
20	Section 20
21	Section 21
22	Section 22
23	Section 23
24	Section 24
25	Section 25
26	Section 26
27	Section 27
28	Section 28
29	Section 29
30	Section 30
31	Section 31
32	Section 32
33	Section 33
34	Section 34
35	Section 35
36	Section 36
37	Section 37
38	Section 38
39	Section 39
40	Section 40
41	Section 41
42	Section 42
43	Section 43
44	Section 44
45	Section 45

NOTE:  
 1. - ALL LOTS (EXCEPTING LOTS 1-11) ARE A PORTION OF NEW YORK TOWN OF CORNWALL, NEW YORK, AS OF THE 1st DAY OF JANUARY, 1880.

Collection: Town & County 2018

Fiscal Year Start: 1/1/2018

Fiscal Year End: 12/31/2018

Warrant Date: 12/27/2017

Total Tax Due (minus penalties & interest) \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
1/12/2018	1/12/2018	\$78,808.25	\$78,808.25	\$0.00	\$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
001798	332489	4-4-11	Payment Posted
Address		Municipality	School
12-15 Tarkett Dr		Town of Cornwall	Cornwall Csd

Owners	Property Information	Assessment Information
Vails Gate Business Center LLC 460 Getty Ave Clifton, NJ 07011	Roll Section: 1 Property Class: Warehouse Lot Size: 30.90	Full Market Value: 8836800.00 Total Assessed Value: 8836800.00 Uniform %: 100.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
COUNTY	122377892	1.9000	8836800.000	3.83360000	\$33,876.76
TOWN	2336579	-0.9000	8836800.000	1.62560000	\$14,365.10
HIGHWAY	1139340	-15.4000	8836800.000	1.05340000	\$9,308.69
PT TOWN	1619464	21.8000	8836800.000	1.49810000	\$13,238.41
Vails gate fire	92043	5.2000	8836800.000	0.69900000	\$6,176.92
Orr mills lt	27000	0.0000	8836800.000	0.12030000	\$1,063.07
Cornwall refuse		0.0000	20.000 Units	38.96490000	\$779.30

Total Taxes: \$78,808.25

Estimated State Aid - Type	Amount
County	88818486.00
Town	48000.00

Mail Payments To:  
Maryanne O'Dell  
Receiver of Taxes  
183 Main Street Cornwall, NY 12518

7/25/2018

Print Bill

Collection: Town & County 2018

Fiscal Year Start: 1/1/2018

Fiscal Year End: 12/31/2018

Warrant Date: 12/27/2017

Total Tax Due (minus penalties & interest) \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
1/12/2018	1/12/2018	\$8,195.79	\$8,195.79	\$0.00	\$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
008441	334800	69-4-3	Payment Posted
Address		Municipality	School
1073 Route 94		Town of New Windsor	Newburgh Csd

**Owners**

Vails Gate Business  
Center LLC  
460 Getty Ave  
Clifton, NJ 07011

**Property Information**

Roll Section: 1  
Property Class: Office bldg.  
Lot Size: 4.70

**Assessment Information**

Full Market Value: 533300.00  
Total Assessed Value: 96200.00  
Uniform %: 18.04

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
COUNTY	122377892	1.9000	96200.000	21.25110000	\$2,044.36
TOWN	7874443	6.1000	96200.000	20.23100000	\$1,946.22
HIGHWAY	3696021	-4.1000	96200.000	9.49470000	\$913.39
Nw ambulance	459400	4.6000	96200.000	1.09230000	\$105.08
Vails gate fire	1230957	2.0000	96200.000	3.87450000	\$372.73
New windsor gbg	1931411	0.9000	96200.000	12.90870000	\$1,241.82
Swr dist 14 bond		0.0000	420.000 Units	3.08490000	\$1,295.66
Nw wtr 5	379099	11.1000	96200.000	2.87450000	\$276.53

Total Taxes: \$8,195.79

Estimated State Aid - Type	Amount
County	88818486.00
Town	361500.00

**Mail Payments To:**

Susan C. Scheible  
Receiver of Taxes  
555 Union Avenue New Windsor, NY 12553



**Image Mate Online**

Navigation	GIS Map	Tax Maps	DTF Links	Help	Log In
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**Commercial**

- [Property Info](#)
- [Owner/Sales](#)
- [Inventory](#)
- [Improvements](#)
- [Tax Info](#)
- [Replot](#)
- [Comparables](#)

**Municipality of New Windsor**

SWIS:	334800	Tax ID:	69-4-3
-------	--------	---------	--------

**Tax Map ID / Property Data**

Status:	Active	Roll Section:	Taxable
Address:	1073 Route 94		
Property Class:	464 - Office bldg.	Site Property Class:	400 - Commercial
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	HC -	Bldg. Style:	Not Applicable
Neighborhood:	00000 -	School District:	Newburg
Property Description:	Legal description not given for property		
Total Acreage/Size:	4.70	Equalization Rate:	---
Land Assessment:	2018 - \$64,500	Total Assessment:	2018 - \$96,200
Full Market Value:	2018 - \$574,300		
Deed Book:	12229	Deed Page:	781
Grid East:	611777	Grid North:	953775
Bank Code:	N/A		

**Special Districts for 2018**

Description	Units	Percent	Type	Value
AM003-Nw ambulance	0	0%		0
FD041-Vails gate fire	0	0%		0
RG004-New windsor gbg	0	0%		0
SW834-Swr dist 14 bond	420	0%		0

**Photographs**

(Click on photo to enlarge it.)

Photo

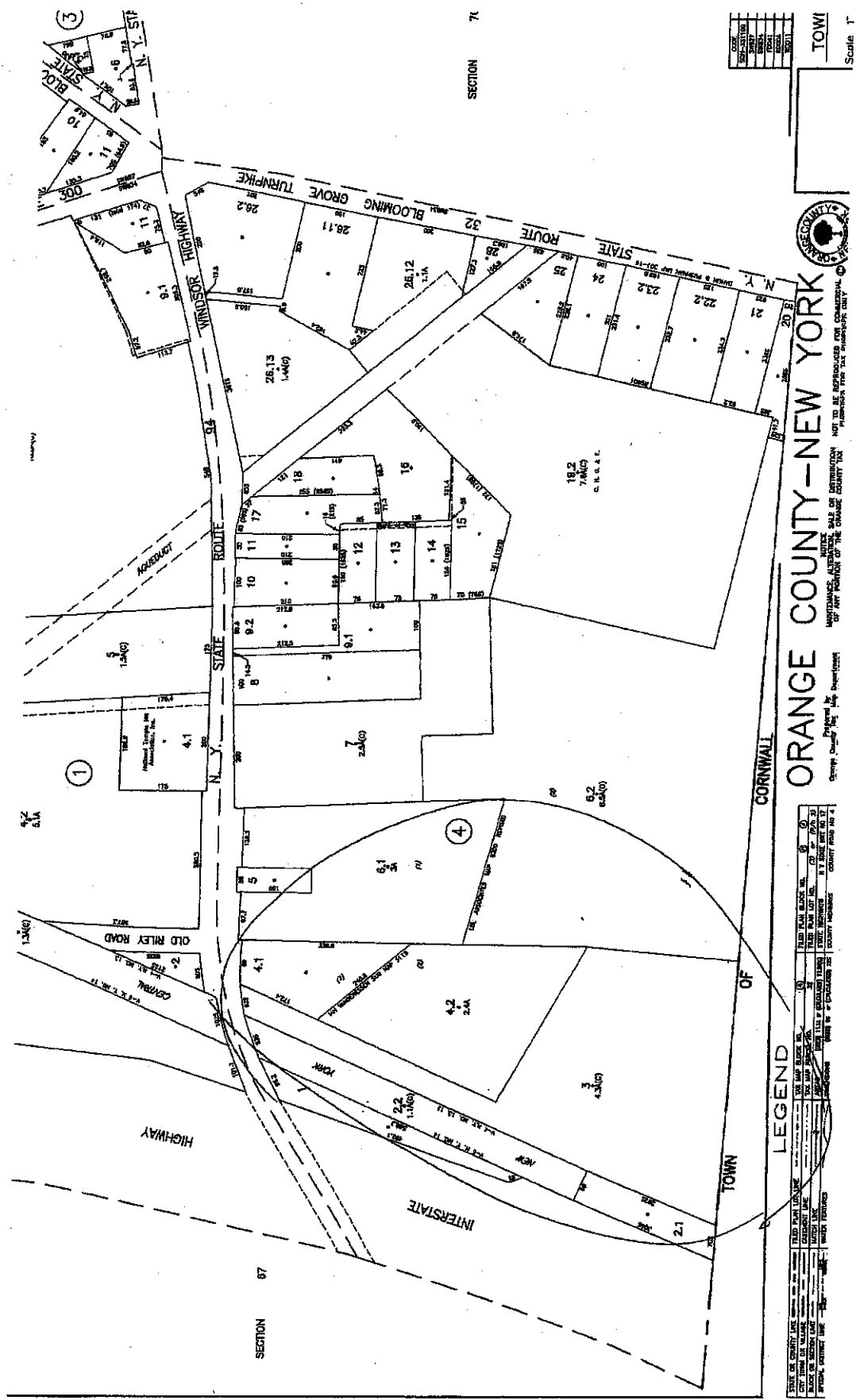
**Pictometry Connect**

**Documents**

No documents found for this parcel

**Maps**

- [View Tax Map](#)
- [Pin Property on GIS Map](#)
- [View in Google Maps](#)
- [View in Bing Maps](#)
- [Map Disclaimer](#)



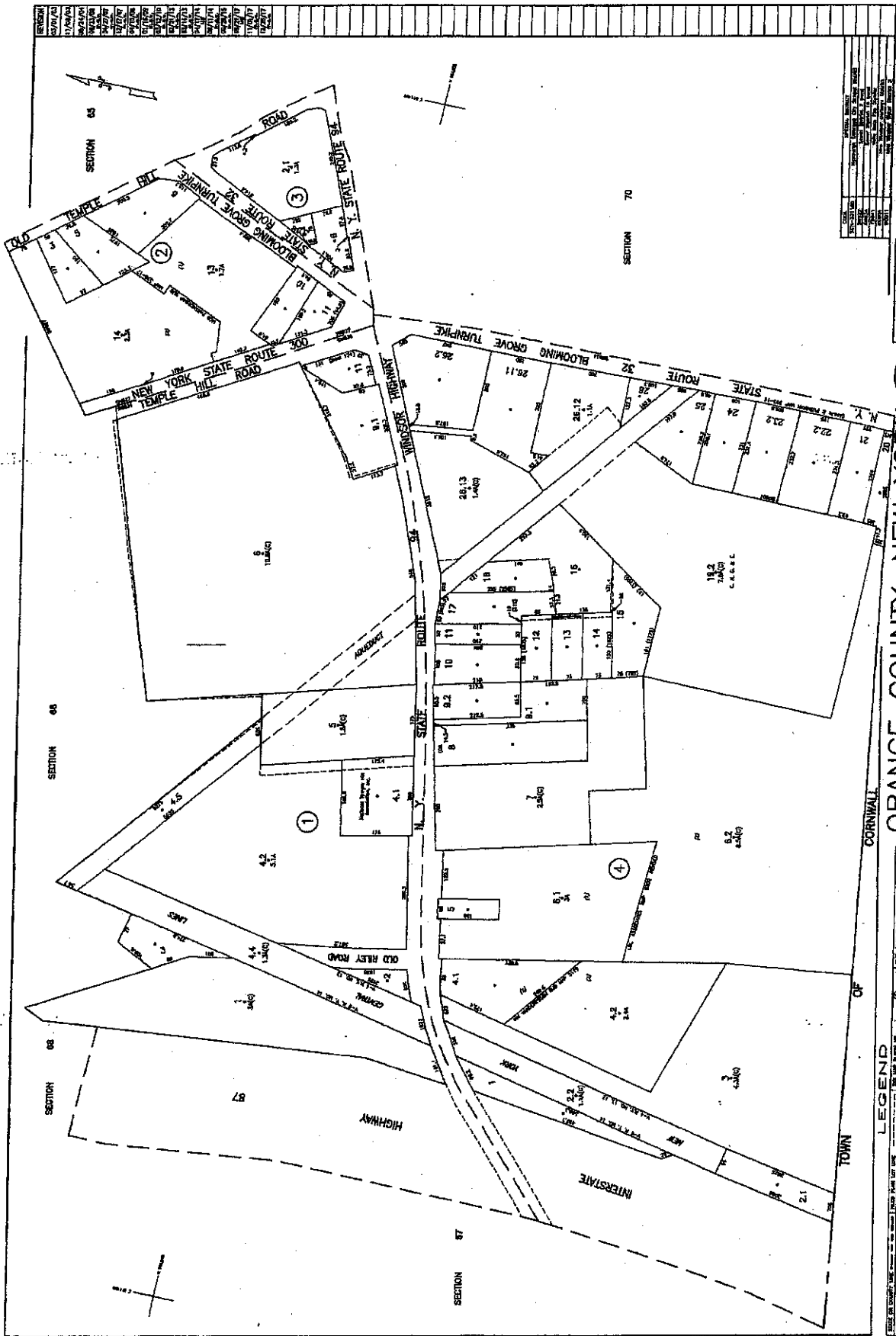
TOWN	
SECTION	
BLK. NO.	
LOT NO.	
ACREAGE	
DATE	



**ORANGE COUNTY—NEW YORK**  
 STATE OF NEW YORK, COUNTY OF ORANGE  
 PLANNING BOARD  
 110 N. RIVER ST., CORNWALL, N.Y. 12520

Scale 1"

STATE OR COUNTY LINE	---
TOWN LINE	---
CITY TOWN OR VILLAGE LINE	---
EASEMENT LINE	---
WOODS LINE	---
RIVER OR STREAM LINE	---
RAILROAD LINE	---
ROAD LINE	---
UTILITY LINE	---
ELECTRIC LINE	---
TELEPHONE LINE	---
GAS LINE	---
WATER LINE	---
SEWER LINE	---
DRAINAGE CANAL LINE	---
DITCH LINE	---
POUNCELOT LINE	---
PLANTATION LINE	---
FENCE LINE	---
ENCLOSURE LINE	---



SECTION 66 SECTION 67 SECTION 68 SECTION 69 SECTION 70

TOWNSHIP 10 NORTH RANGE 10 WEST

CORNWALL TOWN OF NEW WINDSOR

Scale 1" = 100'

Section No. 69

DATE OF THIS MAP: 12/20/10  
 PREPARED BY: [unreadable]  
 CHECKED BY: [unreadable]  
 DRAWN BY: [unreadable]  
 TITLE: [unreadable]

LEGEND

NEW YORK STATE ROAD NO. 19 (INTERSTATE 19)  
 NEW YORK STATE ROAD NO. 32 (STATE ROUTE 32)  
 NEW YORK STATE ROAD NO. 28 (STATE ROUTE 28)  
 BLOOMING GROVE TURNPIKE  
 ROAD NO. 20 (STATE ROUTE 20)  
 ROAD NO. 24 (STATE ROUTE 24)  
 ROAD NO. 26 (STATE ROUTE 26)  
 ROAD NO. 27 (STATE ROUTE 27)  
 ROAD NO. 29 (STATE ROUTE 29)  
 ROAD NO. 30 (STATE ROUTE 30)  
 ROAD NO. 31 (STATE ROUTE 31)  
 ROAD NO. 33 (STATE ROUTE 33)  
 ROAD NO. 34 (STATE ROUTE 34)  
 ROAD NO. 35 (STATE ROUTE 35)  
 ROAD NO. 36 (STATE ROUTE 36)  
 ROAD NO. 37 (STATE ROUTE 37)  
 ROAD NO. 38 (STATE ROUTE 38)  
 ROAD NO. 39 (STATE ROUTE 39)  
 ROAD NO. 40 (STATE ROUTE 40)  
 ROAD NO. 41 (STATE ROUTE 41)  
 ROAD NO. 42 (STATE ROUTE 42)  
 ROAD NO. 43 (STATE ROUTE 43)  
 ROAD NO. 44 (STATE ROUTE 44)  
 ROAD NO. 45 (STATE ROUTE 45)  
 ROAD NO. 46 (STATE ROUTE 46)  
 ROAD NO. 47 (STATE ROUTE 47)  
 ROAD NO. 48 (STATE ROUTE 48)  
 ROAD NO. 49 (STATE ROUTE 49)  
 ROAD NO. 50 (STATE ROUTE 50)

182 TAPCO C. & L. C.

4.2 L&C

8.1 L&C

8.2 L&C

9.1 L&C

9.2 L&C

10.1 L&C

10.2 L&C

11.1 L&C

11.2 L&C

12.1 L&C

12.2 L&C

13.1 L&C

13.2 L&C

14.1 L&C

14.2 L&C

15.1 L&C

15.2 L&C

16.1 L&C

16.2 L&C

17.1 L&C

17.2 L&C

18.1 L&C

18.2 L&C

19.1 L&C

19.2 L&C

20.1 L&C

20.2 L&C

21.1 L&C

21.2 L&C

22.1 L&C

22.2 L&C

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23.2 L&C

24.1 L&C

24.2 L&C

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26.2 L&C

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28.2 L&C

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30.2 L&C

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31.2 L&C

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48.2 L&C

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49.2 L&C

50.1 L&C

50.2 L&C





Navigation	GIS Map	Tax Maps	DTF Links		Help	Log In
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**Commercial**

Property Info

Owner/Sales

Inventory

Improvements

Tax Info

Repar

Comparables

Municipality of Cornwall

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SWIS:	332489	Tax ID:	4-4-11
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Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	12-15 Tarkett Dr		
Property Class:	440 - Warehouse	Site Property Class:	440 - Warehouse
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	0 -	Bldg. Style:	Not Applicable
Neighborhood:	00004 -	School District:	Cornwall
Property Description:	PART IN NEW WINDSOR 69-4-3		
Total Acreage/Size:	30.90	Equalization Rate:	---
Land Assessment:	2018 - \$281,400	Total Assessment:	2018 - \$8,836,800
Full Market Value:	2018 - \$8,836,800		
Deed Book:	12229	Deed Page:	781
Grid East:	611810	Grid North:	95254
Bank Code:	N/A		

Special Districts for 2018

Description	Units	Percent	Type	Value
AM001-Cornwall ambul dist	0	0%		0
FD041-Vails gate fire	0	0%		0
LT012-Orr mills lt	0	0%		0
RG010-Cornwall refuse	20	0%		0

Photographs

(Click on photo to enlarge it.)

284#3

Photo 1 of 2

Pictometry Connect

Documents

No documents found for this parcel

Maps

View Tax Map

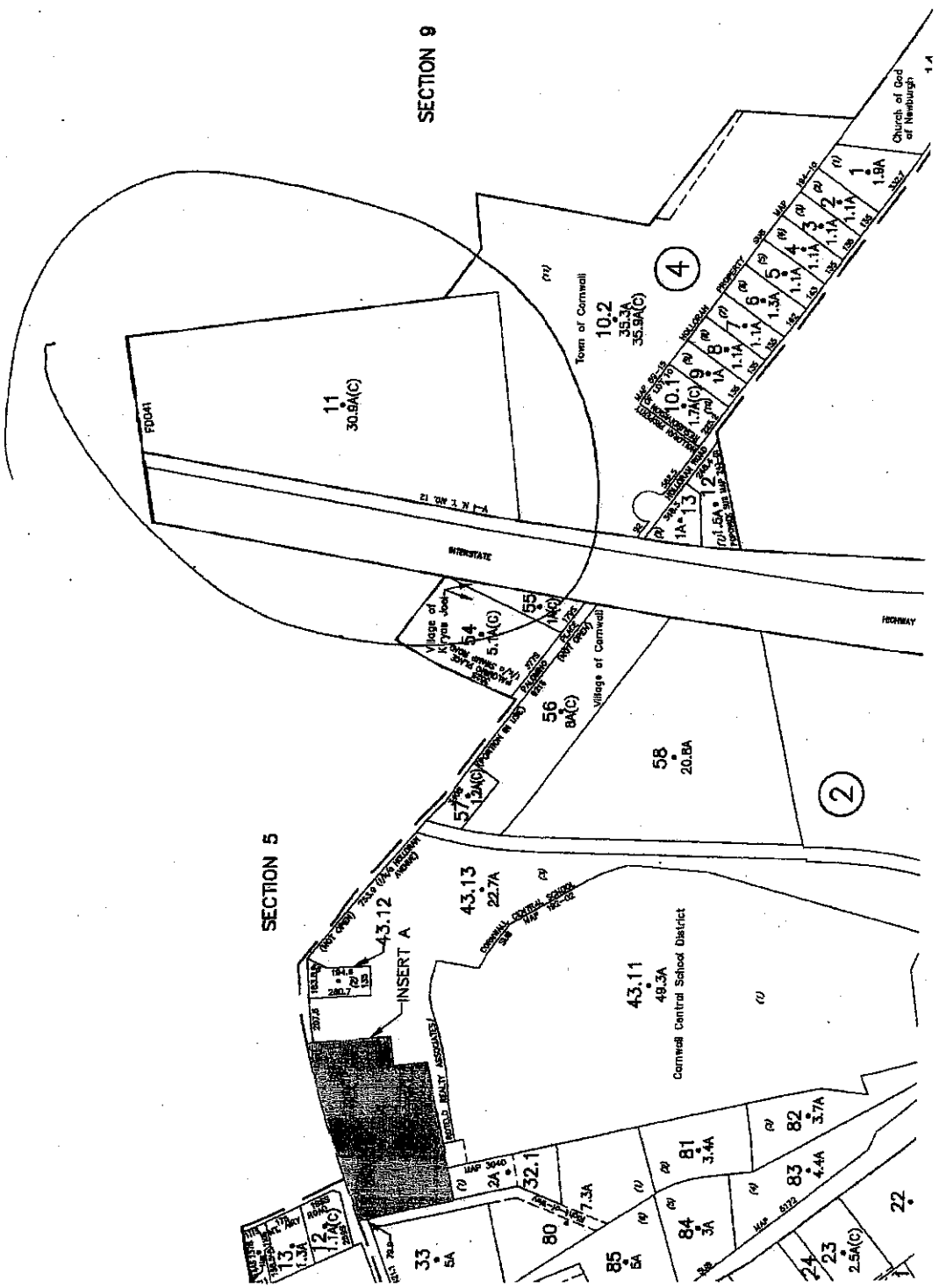
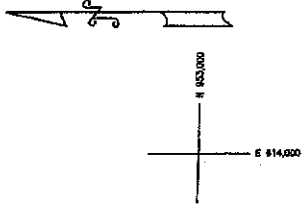
Pin Property on GIS Map

View in Google Maps

View in Bing Maps

Map Disclaimer

02/07/03	01/14/05
10/21/03	06/16/05
11/17/03	09/16/06
02/23/04	03/22/06
03/01/04	09/07/06
04/28/04	09/25/06
09/08/04	12/14/04
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09/30/10	05/06/11
05/06/11	07/02/14
07/02/14	06/17/15
06/17/15	09/14/15
09/14/15	05/17/16
05/17/16	04/03/17
04/03/17	m.o.w.
m.o.w.	m.o.w.



**ORDER #: 8115549**

**Set Out No. 1**

**NAMES SEARCHED**

Vails Gate Business Center, L.L.C.,  
From July 31, 2012 to July 5, 2018.

12229/781  
Rec 8-11-06

2

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK  
NAME(S) OF PARTY(S) TO DOCUMENT

VAILS GATE MANUFACTURING, LLC  
  
TO  
VAILS GATE BUSINESS CENTER, L.L.C.

T/O NEW WINDSOR  
SECTION 69 BLOCK 4 LOT 3  
T/O CORNWALL 4-3-1.1



RECORD AND RETURN TO:  
(name and address)

LAURENCE J. RAPPAPORT, ESQ., L.L.C.  
3799 U.S. HIGHWAY 46, SUITE 106  
PARSIPPANY, NEW JERSEY 07054-1060  
TELEPHONE: (973) 257-9999

Vesting  
Deed

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED C MORTGAGE SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
- 2001 WASHINGTONVILLE (VLG)
- 2289 CHESTER (TN)
- 2201 CHESTER (VLG)
- X 2489 CORNWALL (TN)
- 2401 CORNWALL (VLG)
- 2600 CRAWFORD (TN)
- 2800 DEERPARK (TN)
- 3089 GOSHEN (TN)
- 3001 GOSHEN (VLG)
- 3003 FLORIDA (VLG)
- 3005 CHESTER (VLG)
- 3200 GREENVILLE (TN)
- 3489 HAMPTONBURGH (TN)
- 3401 MAYBROOK (VLG)
- 3689 HIGHLANDS (TN)
- 3601 HIGHLAND FALLS (VLG)
- 3889 MINISINK (TN)
- 3801 UNIONVILLE (VLG)
- 4089 MONROE (TN)
- 4001 MONROE (VLG)
- 4003 HARRIMAN (VLG)
- 4005 KIRYAS JOEL (VLG)

- 4289 MONTGOMERY (TN)
  - 4201 MAYBROOK (VLG)
  - 4203 MONTGOMERY (VLG)
  - 4205 WALDEN (VLG)
  - 4489 MOUNT HOPE (TN)
  - 4401 OTISVILLE (VLG)
  - 4600 NEWBURGH (TN)
  - X 4800 NEW WINDSOR (TN)
  - 5089 TUXEDO (TN)
  - 5001 TUXEDO PARK (VLG)
  - 5200 WALKKILL (TN)
  - 5489 WARWICK (TN)
  - 5401 FLORIDA (VLG)
  - 5403 GREENWOOD LAKE (VLG)
  - 5405 WARWICK (VLG)
  - 5600 WAWAYANDA (TN)
  - 5889 WOODBURY (TN)
  - 5801 HARRIMAN (VLG)
- CITIES
- 0900 MIDDLETOWN
  - 1100 NEWBURGH
  - 1300 PORT JERVIS
  - 9999 HOLD

NO PAGES 4 CROSS REF.  
CERT. COPY ADD'L X-REF.  
MAP# PGS.

PAYMENT TYPE: CHECK X  
CASH  
CHARGE  
NO FEE

Taxable  
CONSIDERATION \$ 6125000

TAX EXEMPT  
Taxable  
MORTGAGE AMT. \$

- MORTGAGE TAX TYPE:
- (A) COMMERCIAL/FULL 1%
  - (B) 1 OR 2 FAMILY
  - (C) UNDER \$10,000
  - (E) EXEMPT
  - (F) 3 TO 6 UNITS
  - (I) NAT. PERSON/CR. UNION
  - (J) NAT. PER. CR. UN/1 OR 2
  - (K) CONDO

*Donna L. Benson*  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: Land America

RECORDED/FILED  
08/11/2006/ 15:48:05  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

FILE # 20060067702  
DEED C / BK 12229 PG 0781  
RECORDING FEES 207.00  
TTX# 000449 T TAX 24,500.00  
Receipt#616494 mri



**Bargain & Sale Deed with Covenant against Grantor.**

**THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.**

**THIS INDENTURE, made the 10<sup>th</sup> day of July, 2006.**

**BETWEEN VAILS GATE MANUFACTURING, LLC, a limited liability company of the State of Delaware, with its principal offices located at 2728 Summer Street, Houston, Texas 77007.**

grantor

**VAILS GATE BUSINESS CENTER, L.L.C., a limited liability company of the State of New York, with its principal offices located at 460 Getty Avenue, Clifton, New Jersey 07011**

grantee

**WITNESSETH, that the grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00), paid by the grantee hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever,**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.**

**TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the said grantor covenants that the grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever. This deed is subject to the trust provisions of Section 13 of the Lien Law.**

The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

*In presence of:*

**VAILS GATE MANUFACTURING, LLC**

By:



L.S.


*Gilles de Beaumont - Member*

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF TEXAS            )  
  )ss.:  
COUNTY OF Harris        )

On the 10<sup>th</sup> day of July, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared *Gilles de Beaumont*, personally known to me or proved to me on the basis of satisfactory evidence 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, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Houston, Texas Office.

*(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).*

  
Notary Public

COMMISSION EXPIRES: December 14, 2009



## EXHIBIT A

### METES AND BOUNDS

Vails Gate Premises

Section 69 Block 4 Lot 3 (town of New Windsor)

Section 4 Block 3 Lot 1.1 (town of Cornwall)

All that certain plot, piece or parcel of land, situate, lying and being in the town of Cornwall and New Windsor, county of Orange, state of New York, bounded and described as follows:

Beginning at a point in the centerline of the Vails Gate to Washingtonville Highway N.Y.S. Route 94, said point being a nail with Washer set and Thence from said point along the centerline of N.Y.S. Route 94, N 84-22-00 E 58.30' to a nail with Washer SLT. Thence along the lands now or formerly of Van Der Essen, the following two (2) courses:

S 25-15-00 W 604.79 to an iron pipe found; Thence,

S 60-17-00 E 361.60' to an iron rod set; Thence,

Along lands now or formerly LBL Associates and county of Orange, the following three (3) courses:

S 07-39-30 W 1108.10 to an iron pipe found

S 07-39-30 W 650.00 to a point

S 07-39-30 W 250.00 to an iron pin set; Thence along lands now or formerly of Halloran Road Realty LLC.

N 82-19-00 W 1063.20' to a point on the easterly boundary of the lands of Consolidated Rail Corporation, the following two (2) courses:

On a curve to the right, said curve having a radius of 11,427.00' and an arc length of 321.05' to a point; Thence,

N 25-15-00 E 2517.09' to the point or place of beginning.

Containing 1,566,196 square feet or 35.95 acres of land, more or less.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:  
NAME(S) OF PARTY(S) TO DOCUMENT

Valls Gate Business Center, L.L.C.

TO

Lakeland Bank

SECTION <sup>4</sup> 69 BLOCK <sup>4</sup> 4 LOT <sup>11 and</sup> 3



3

RECORD AND RETURN TO:  
(name and address)

Deborah Greene, Esq.  
Mandelbaum, Salsburg, Lazris & Discenza, P.C.  
155 Prospect Avenue  
West Orange, NJ 07052

D\ 7-31-12  
A\

R 12-3-2012

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

BK 13457 / 889

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER MOD AGMT

PROPERTY LOCATION

2089 BLOOMING GROVE (TN) 4289  
 2001 WASHINGTONVILLE (VLG) 4201  
 2289 CHESTER (TN) 4203  
 2201 CHESTER (VLG) 4205  
 2489 CORNWALL (TN) 4489  
 2401 CORNWALL (VLG) 4401  
 2600 CRAWFORD (TN) 4600  
 2800 DEERPARK (TN) 4800  
 3089 GOSHEN (TN) 5089  
 3001 GOSHEN (VLG) 5001  
 3003 FLORIDA (VLG) 5200  
 3005 CHESTER (VLG) 5489  
 3200 GREENVILLE (TN) 5401  
 3489 HAMPTONBURGH (TN) 5403  
 3401 MAYBROOK (VLG) 5405  
 3689 HIGHLANDS (TN) 5600  
 3601 HIGHLAND FALLS (VLG) 5889  
 3889 MINISINK (TN) 5801  
 3801 UNIONVILLE (VLG)  
 4089 MONROE (TN)  
 4001 MONROE (VLG) 0900  
 4003 HARRIMAN (VLG) 1100  
 4005 KIRYAS JOEL (VLG) 1300

MONTGOMERY (TN)  
 MAYBROOK (VLG)  
 MONTGOMERY (VLG)  
 WALDEN (VLG)  
 MOUNT HOPE (TN)  
 OTISVILLE (VLG)  
 NEWBURGH (TN)  
 NEW WINDSOR (TN)  
 TUXEDO (TN)  
 TUXEDO PARK (VLG)  
 WALLKILL (TN)  
 WARWICK (TN)  
 FLORIDA (VLG)  
 GREENWOOD LAKE (VLG)  
 WARWICK (VLG)  
 WAWAYANDA (TN)  
 WOODSBURY (TN)  
 HARRIMAN (VLG)

NO PAGES 17 CROSS REF. 3  
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 MAP# PGS.  
 PAYMENT TYPE: CHECK X  
 CASH  
 CHARGE  
 NO FEE

Taxable  
 CONSIDERATION \$  
 TAX EXEMPT  
 Taxable  
 MORTGAGE AMT. \$

MORTGAGE TAX TYPE:

- \_\_\_ (A) COMMERCIAL/FULL 1%
- \_\_\_ (B) 1 OR 2 FAMILY
- \_\_\_ (C) UNDER \$10,000
- \_\_\_ (E) EXEMPT
- \_\_\_ (F) 3 TO 6 UNITS
- \_\_\_ (J) NAT.PERSON/CR. UNION
- \_\_\_ (J) NAT.PER-CR.UNY OR 2
- \_\_\_ (K) CONDO

CITIES

MIDDLETOWN  
 NEWBURGH  
 PORT JERVIS

HOLD

WALDEN  
 HARRIMAN

*Donna L. Benson*

DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM:

*Kensington Vanguard*

RECORDED/FILED  
 12/03/2012/ 07:00:00  
 DONNA L. BENSON  
 County Clerk  
 ORANGE COUNTY, NY  
 FILE#20120111025  
 M AG / BK 13457PG 0889  
 RECORDING FEES 125.00  
 Receipt#1532179 jbm





Prepared By:



GARY S. PORLASKI, ESQ.

810890  
5-4  
3-4  
L-11 and  
5-69  
3-4  
L-3

**NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT**

THIS AGREEMENT made this 31st day of July, 2012, by and between VAILS GATE BUSINESS CENTER, L.L.C., a New York limited liability company with an address at c/o Kessler Management, 460 Getty Avenue, Clifton, New Jersey 07011, (hereinafter referred to as the "Borrower") and LAKELAND BANK, a New Jersey Banking Corporation, having its principal office located at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438 (hereinafter referred to as the "Lender").

**WITNESSETH:**

WHEREAS, pursuant to a Loan Commitment dated December 9, 2008, the Lender issued to the Borrower a loan in the amount of \$8,000,000.00 (the "Note"); and

WHEREAS, in order to secure said Note, Borrower executed a Mortgage and Consolidation, Extension and Modification Agreement ("Mortgage") dated February 27, 2009 on its Property consisting of the land and improvements located at 1073 Route 94, New Windsor, New York (Section 69, Block 4, Lot 3) and 12-15 Tarkett Drive, Cornwall, New York (Section 4, Block 3, Lot 1.1) which Mortgage was recorded by the Orange County Clerk on June 26, 2009, in Mortgage Liber 12851 at Page 762; and

*see Exhibit A*

WHEREAS, Borrower executed and delivered to Lender other agreements, documents, affidavits, resolutions and certifications in connection with the Note and Mortgage, (each a "Loan Document" and collectively "Loan Documents"); and

WHEREAS, the Borrower and the Lender desire to amend certain provisions of the Loan Documents as herein provided in order to modify the Note and Mortgage; and

WHEREAS, the parties desire to enter into this Agreement to set forth their understanding.

422975-NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT:  
LAKELAND TO VAILS GATE

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and in consideration of the mutual promises and covenants of the parties (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. **Inclusion of Preamble.** The recitals set forth in the preamble herein are incorporated herein by reference.
2. **Amendment to Note.** The Interest Rate under the Note shall be amended to 4.75% which shall be fixed for the remaining loan term which expires ten (10) years from February 27, 2009. The Note is further amended to provide for a monthly Principal and Interest payment of \$42,752.03, which shall commence on August 1, 2012 and shall continue on the first date of each month thereafter until the Maturity Date of the loan. All other terms and conditions of the Loan Documents except as stated herein shall remain in full force and effect and are hereby ratified and confirmed.
3. **Amendment to Mortgage and other Loan Documents.** The Mortgage as well as all other loan document as amended and restated in April 2010 shall be amended to reflect the new interest rate and principal and interest payment.
4. **Continued Validity of the First Modification Agreement and Loan Documents.** In all other respects, the terms and conditions of the Loan Documents shall remain in full force and effect and unmodified, except as herein provided, and are hereby ratified and confirmed and the parties hereto expressly confirm and reaffirm all of their respective liabilities, obligations, duties and responsibilities under and pursuant to the Loan Documents.
5. **Principal Amount of Loan.** Borrower acknowledges that the outstanding principal balance due under the Note as of the date hereof is \$6,950,056.83. This sum is owed by Borrower to Lender without defenses, setoffs, claims or counterclaims of any kind. To the extent that any defenses, setoffs, claims or counterclaims are made this date, Borrower hereby waives same. Borrower hereby acknowledges and reaffirms all representations and warranties made in the Note and other Loan Documents.

6. **Collateral.** The Loan shall continue to be secured by a first mortgage lien on the Property and other security interests as set forth in the Loan Documents.

Stewart Title Insurance Company

Title Number: 810890(S-NY-CR-CT)

**SCHEDULE A  
DESCRIPTION**

The land referred to in this Certificate of Title is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Cornwall and New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point in the centerline of the Vails Gate to Washingtonville Highway N.Y.S. Route 94, said point being a nail with Washer set; and

THENCE from said point along the centerline of N.Y.S. Route 94, North 84 degrees 22 minutes 00 seconds East, 58.30 feet to a nail with Washer SLT;

THENCE along the lands now or formerly of Van Der Eusen, the following two (2) courses:

South 25 degrees 15 minutes 00 seconds West, 604.79 feet to an iron pipe found;

THENCE South 60 degrees 17 minutes 00 seconds East, 361.60 feet to an iron rod set;

THENCE along land now or formerly of LBL Associates and County of Orange, the following three (3) courses:

South 07 degrees 39 minutes 30 seconds West, 1108.10 feet to an iron pipe found;

South 07 degrees 39 minutes 30 seconds West, 850.00 feet to a point;

South 07 degrees 39 minutes 30 seconds West, 250.00 feet to an iron pin set;

THENCE along lands now or formerly of Halloran Road Realty LLC, North 82 degrees 19 minutes 00 seconds West, 1063.20 feet to a point on the easterly boundary of lands of Consolidated Rail Corporation, the following two (2) courses:

On a curve to the right, said curve having a radius of 11427.00 feet and an arc length of 321.05 feet to a point;

THENCE North 25 degrees 15 minutes 00 seconds East, 2,517.09 feet to the point or place of BEGINNING.

Certificate of Title

@10890(S-NY-CR-CT).pld/810890(S-NY-CR-CT)22

Exhibit A

Stewart Title Insurance Company

Title Number: 810890(S-NY-CR-CT)

**MORTGAGE SCHEDULE**

1. Mortgage made by August Dankenbrink to Michael Poppowick and Clara Poppowick, in the amount of \$1,150.00, dated 2/11/1921 and recorded 2/14/1921 in Mortgage Liber 533 Page 476. Mortgage Tax Paid \$0.

2. Mortgage made by Vails Gate Business Center, LLC to Vails Gate Manufacturing LLC, in the amount of \$5,140,000.00, dated 7/11/2008 and recorded 8/11/2008 in Mortgage Liber 12229 Page 785. Mortgage Tax Paid \$0.

2a. Said mortgage was assigned by Assignment of Mortgage made by Vails Gate Manufacturing LLC, assignor to TD Banknorth, N.A., assignee, dated 2/12/2008 and recorded 2/29/2008 in Mortgage Liber 12624 Page 1442.

NOTE: Assigns mortgage 2.

3. Mortgage made by Vails Gate Business Center, LLC to TD Banknorth, N.A., in the amount of \$560,000.00, dated 2/12/2008 and recorded 2/29/2008 in Mortgage Liber 12624 Page 1448. Mortgage Tax Paid \$5,880.00.

3a. Said mortgage was consolidated by Consolidation, Extension and Modification Agreement made between Vails Gate Business Center, LLC and TD Banknorth, N.A., dated 2/12/2008 and recorded 2/29/2008 in Mortgage Liber 12624 Page 1456.

NOTE: Consolidates mortgages 2 and 3 to form a single lien of \$5,700,000.00.

3b. Said mortgage was assigned by Assignment of Mortgage made by TD Bank, N.A., assignor to Lakeland Bank, assignee, dated 2/17/2009 and recorded 6/29/2009 in Mortgage Liber 12851 Page 768.

NOTE: Assigns mortgages 2 and 3, as consolidated.

4. Mortgage and Consolidation, Extension and Modification Agreement made by Vails Gate Business Center, LLC to Lakeland Bank, in the amount of \$2,500,000.00, dated 2/27/2009 and recorded 6/26/2009 in Mortgage Liber 12851 Page 762. Mortgage Tax Paid: \$26,250.00.

NOTE: By its terms, this mortgage consolidates mortgages 2, 3 and 4 to form a single lien of \$8,000,000.00.

Certificate of Title

810890(S-NY-CR-CT)

810 890

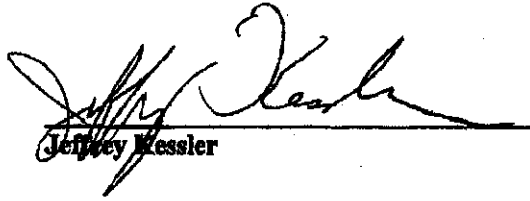
**AFFIDAVIT PURSUANT TO  
SECTION 255 OF THE TAX LAW  
(NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT)**

STATE OF NEW JERSEY }  
                                  } SS:  
COUNTY OF Passaic }

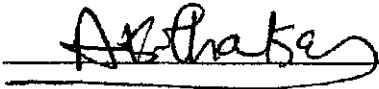
Jeffrey Kessler, being duly sworn, depose and say that:

1. VAILS GATE BUSINESS CENTER, LLC, a New York limited liability company ("Mortgagor"), which is the owner of the those certain premises commonly known as 12-15 Tarkett Drive, Cornwall, New York and 1073 Route 94, New Windsor, New York, encumbered by those certain mortgages described on Exhibit A attached hereto (collectively, the "Existing Mortgages"), and are familiar with the facts set forth herein.
2. Mortgage recording tax with respect to the Existing Mortgages was duly paid in the amounts set forth on Exhibit A attached hereto upon which mortgage tax was duly paid.
3. As of the date hereof, the Existing Mortgages secure in the aggregate the outstanding principal amount of \$8,000,000.00 upon which there is due and owing a principal balance of \$6,950,056.83.
4. That Mortgagor and LAKELAND BANK have entered into a Note, Loan and Mortgage Modification Agreement dated July 31, 2012 (the " Agreement"), which Agreement is submitted herewith for recording.
5. That said Agreement, tendered herewith for recording, does not create or secure any new or further indebtedness or obligation, and there have been no reloans or readvances on the Existing Mortgages.
6. That submitted for recording in the Office of the Orange County Clerk, simultaneously with the filing of this affidavit is a certain Note, Loan and Mortgage Modification Agreement (the "Agreement"), dated as of July 31, 2012 between Mortgagor and Lakeland Bank (the "Mortgages"),
7. This Agreement does not create or secure any new or further indebtedness or obligation other than the principal indebtedness or obligation secured by, or which under any contingency may be secured by the Existing Mortgages.
8. No reloans or readvances have been made under, or are secured by, the Existing Mortgages or the Agreement.
9. It is respectfully requested that the Agreement be accepted for recording and declared exempt from taxation of Mortgage Recording Tax pursuant to Section 255 of Article 11 of

the Tax Law of the State of New York.

  
Jeffrey Kessler

Sworn to before me this  
30<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_

**ARCHANA BANERJEE**  
**NOTARY PUBLIC**  
**NY CA...**

**EXHIBIT A**

1. Mortgage made by August Dankenbrink to Michael Poppowick and Clara Poppowick, in the amount of \$1,150.00, dated 2/11/1921 and recorded 2/14/1921 in Mortgage Liber 533 Page 476. Mortgage Tax Paid \$0.

2. Mortgage made by Vails Gate Business Center, LLC to Vails Gate Manufacturing LLC, in the amount of \$5,140,000.00, dated 7/11/2006 and recorded 8/11/2006 in Mortgage Liber 12229 Page 785. Mortgage Tax Paid \$0.

2a. Said mortgage was assigned by Assignment of Mortgage made by Vails Gate Manufacturing LLC, assignor to TD Banknorth, N.A., assignee, dated 2/12/2008 and recorded 2/29/2008 in Mortgage Liber 12624 Page 1442.

NOTE: Assigns mortgage 2.

3. Mortgage made by Vails Gate Business Center, LLC to TD Banknorth, N.A., in the amount of \$560,000.00, dated 2/12/2008 and recorded 2/29/2008 in Mortgage Liber 12624 Page 1448. Mortgage Tax Paid \$5,880.00.

3a. Said mortgage was consolidated by Consolidation, Extension and Modification Agreement made between Vails Gate Business Center, LLC and TD Banknorth, N.A., dated 2/12/2008 and recorded 2/29/2008 in Mortgage Liber 12624 Page 1456.

NOTE: Consolidates mortgages 2 and 3 to form a single lien of \$5,700,000.00.

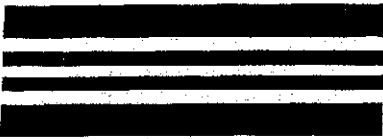
3b. Said mortgage was assigned by Assignment of Mortgage made by TD Bank, N.A., assignor to Lakeland Bank, assignee, dated 2/17/2009 and recorded 6/29/2009 in Mortgage Liber 12851 Page 758.

NOTE: Assigns mortgages 2 and 3, as consolidated.

4. Mortgage and Consolidation, Extension and Modification Agreement made by Vails Gate Business Center, LLC to Lakeland Bank, in the amount of \$2,500,000.00, dated 2/27/2009 and recorded 6/26/2009 in Mortgage Liber 12851 Page 762. Mortgage Tax Paid: \$26,250.00.

NOTE: By its terms, this mortgage consolidates mortgages 2, 3 and 4 to form a single lien of \$8,000,000.00.





13723/1575



4

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address) 10872 - LAKELAND BANK

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071

42270518  
NYNY  
FIXTURE

File with: Orange, NY

RECORDED/FILED  
03/04/2014/ 16:10:41  
ANN G. RABBITT  
County Clerk  
ORANGE COUNTY, NY  
FILE # 20140018683  
U/CON / BK 13723 PG 1575  
RECORDING FEES 40.00  
UCC# 000162-2014  
Receipt# 1728152 maryp

Rec. 3-4-14 @ 4:10 PM

# 000162-14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
000281-09 5/15/2009 CC NY Orange

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  
 DELETE (name): Give record name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
VAILS GATE BUSINESS CENTER, L.L.C.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  revised collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
Lakeland Bank, a New Jersey Banking Corporation

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA Debtor Name: VAILS GATE BUSINESS CENTER, L.L.C. 60132  
42270518 2250 MIKE VESSA

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form) 000281-09 5/15/2009 CC NY Orange		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)		
12a. ORGANIZATION'S NAME Lakeland Bank, a New Jersey Banking Corporation		
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

13. Use this space for additional information

FILED  
ORANGE COUNTY CLERK  
2014 MAR -4 P 3:04

#000162-14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor Name and Address:  
- VAILS GATE BUSINESS CENTER, L.L.C. - 460 GETTY AVENUE , CLIFTON, NJ 07011  
Secured Party Name and Address:  
Lakeland Bank, a New Jersey Banking Corporation - 250 Oak Ridge , Oak Ridge, NJ 07438

Real Estate Description follows:  
Recorded Owner:  
Owner Address : ,  
Description: 12-15 Tarkett Drive  
Cornwall, NY  
SECTION: 4  
BLOCK 3  
LOT: 1.1

1073 Route 94  
New Windsor, NY  
SECTION: 69  
BLOCK: 4  
LOT: 3



ORANGE COUNTY - STATE OF NEW YORK  
 ANN G. RABBITT, COUNTY CLERK  
 255 MAIN STREET  
 GOSHEN, NEW YORK 10924

5

14176/361

REC 2-2-17

@ 12:03 PM

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



Recording:

Recording Fee	90.00
Cross References	1.50
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

BOOK/PAGE: 14176 / 361  
 INSTRUMENT #: 20170007392

Total: 111.50  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Receipt#: 2265812  
 Clerk: KP  
 Rec Date: 02/02/2017 12:03:47 PM  
 Doc Grp: RP  
 Descrip: MAG  
 Num Pgs: 14  
 Rec'd Frm: GREENACRE ABSTRACT LLC

Party1: VAILS GATE BUSINESS CENTER LLC  
 Party2: LAKELAND BANK  
 Town: CORNWALL (TN)  
 69-4-3

Payment Type: Check \_\_\_  
 Cash \_\_\_  
 Charge \_\_\_  
 No Fee \_\_\_

Comment: \_\_\_\_\_

*Ann G. Rabbitt*

Ann G. Rabbitt  
 Orange County Clerk

Record and Return To:

GREENACRE ABSTRACT LLC  
 400 STONY BROOK COURT  
 SUITE 2  
 NEWBURGH, NY 12550

Prepared By:

  
Deborah L. Greene, ESQ.

**NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT**

**THIS AGREEMENT** dated July 8, 2016 and July 27, 2016, having an effective date as of the 1<sup>st</sup> day of July, 2016, by and between **VAILS GATE BUSINESS CENTER, L.L.C.**, a New York limited liability company with an address at c/o Kessler Management, 460 Getty Avenue, Clifton, New Jersey 07011, (hereinafter referred to as the "Borrower") and **LAKELAND BANK**, a New Jersey Banking Corporation, having its principal office located at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438 (hereinafter referred to as the "Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to a Loan Commitment dated December 9, 2008, the Lender issued to the Borrower a loan in the amount of \$8,000,000.00 (the "Note"); and  
*as described in the Exhibit A herein.*

**WHEREAS**, in order to secure said Note, Borrower executed a Mortgage and Consolidation, Extension and Modification Agreement ("Mortgage") dated February 27, 2009 on its Property consisting of the land and improvements located at 1073 Route 94, New Windsor, New York (Section 69, Block 4, Lot 3) and 12-15 Tarkett Drive, Cornwall, New York (Section 4, Block 3, Lot 1.1) which Mortgage was recorded by the Orange County Clerk on June 26, 2009, in Mortgage Liber 12851 at Page 762; and *other Mortgages and Agreements set forth in the attached Exhibit A herein;* and

**WHEREAS**, Borrower executed and delivered to Lender other agreements, documents, affidavits, resolutions and certifications in connection with the Note and Mortgage, (each a "Loan Document" and collectively "Loan Documents"); and

**WHEREAS**, said Note was amended by Note, Loan and Mortgage Modification Agreement dated July 31, 2012 which was recorded by the Orange County Clerk on December 12, 2012, in Mortgage Liber 13457 at page 889; and

SIB/K: 69-4-3 + 4-3-1.1

WHEREAS, the parties desire to enter into this Agreement to set forth their understanding.

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and in consideration of the mutual promises and covenants of the parties (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. **Inclusion of Preamble.** The recitals set forth in the preamble herein are incorporated herein by reference.
2. **Amendment to Note.** The Interest Rate under the Note shall be amended to 3.60% which shall be fixed for the remaining loan term which expires February 27, 2019. The Note is further amended to provide for a monthly Principal and Interest payment of \$39,055.73, which shall commence on July 1, 2016 and shall continue on the first date of each month thereafter until the Maturity Date of the loan. All other terms and conditions of the Loan Documents except as stated herein shall remain in full force and effect and are hereby ratified and confirmed.
3. **Amendment to Mortgage and other Loan Documents.** The Mortgage, as well as all other loan document as amended and restated in April 2010 and on July 31, 2012 shall be amended to reflect the new interest rate and principal and interest payment.
4. **Continued Validity of the First Modification Agreement and Loan Documents.** In all other respects, the terms and conditions of the Loan Documents shall remain in full force and effect and unmodified, except as herein provided, and are hereby ratified and confirmed and the parties hereto expressly confirm and reaffirm all of their respective liabilities, obligations, duties and responsibilities under and pursuant to the Loan Documents.
5. **Principal Amount of Loan.** Borrower acknowledges that the outstanding principal balance due under the Note as of the date hereof is \$6,036,321.06. This sum is owed by Borrower to Lender without defenses, setoffs, claims or counterclaims of any kind. To the extent that any defenses, setoffs, claims or counterclaims are made this date, Borrower hereby waives same. Borrower hereby acknowledges and reaffirms all representations and warranties made in the Note and other Loan Documents.

6. **Collateral.** The Loan shall continue to be secured by a first mortgage lien on the Property and other security interests as set forth in the Loan Documents.
7. **Waiver of Jury Trial.** The Borrower and the Lender hereby knowingly, voluntarily, intentionally and irrevocably waive to the maximum extent not prohibited by law, any right they may have to a trial by jury with respect to any claims, causes of action or litigation, directly or indirectly, at any time arising out of, under or in connection with any of the Loan Documents between and among them, or any transaction or dealing relating to contemplated thereby. Subject to the foregoing provision, the scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this agreement or of any of the other Loan Documents, including without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. **EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWAL SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. IN THE EVENT OF LIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT, SITTING WITHOUT A JURY.**
8. **Attorneys' Fees.** The Borrower will, on demand, reimburse the Lender for all expenses, including, without limitation, the fees and expenses of Lender's legal counsel incurred by Lender in connection with the preparation, administration, amendment, modification or enforcement of the Note or other obligation, including, without limitation, attorneys' fees and costs incurred by the Lender in connection with the cost of collecting and satisfying any judgment that may be recovered by the Lender.
9. **No Merger, etc.** The Borrower agrees that the provisions of the Note (and all other relevant Loan Documents) shall not merge into any judgment entered or recovered by the Lender against the Borrower and that notwithstanding the recovery or entry of any judgment against the Borrower, all of the terms, provisions, covenants, undertakings and agreements of the Borrower

**Schedule A Description**

Title Number GA-163511-D

Page 1

ALL that certain plot, piece or parcel of land situate lying and being in the Towns of Cornwall and New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the centerline of the Vails Gate to Washingtonville Highway N.Y.S. Route 94, said point being a nail with washer set;

THENCE from said point along the centerline of N.Y.S. Route 94, North 84 degrees 22' 00" East, 58.30 feet to a nail with washer SLT;

THENCE along the lands now or formerly of Van Der Essen, the following two (2) courses: (1) South 25 degrees 15' 00" West, 604.79 feet to an iron pipe found;

THENCE (2) South 60 degrees 17' 00" East, 361.60 feet to an iron rod set;

THENCE along lands now or formerly LBL Associates and County of Orange, the following three (3) courses: (1) South 07 degrees 39' 30" West, 1,108.10 feet to an iron pipe found; (2) South 07 degrees 39' 30" West, 650.00 feet to a point; and (3) South 07 degrees 39' 30" West, 250.00 feet to an iron pin set;

THENCE along lands now or formerly of Halloran Road Realty LLC, North 82 degrees 19' 00" West, 1,063.20 feet to a point on the easterly boundary of the lands of Consolidated Rail Corporation, the following two (2) courses: (1) on a curve to the right, said curve having a radius of 11,427.00 feet and an arc length of 321.05 feet to a point;

THENCE (2) North 25 degrees 15' 00" East, 2,517.09 feet to the point or place of BEGINNING.

BEING AND INTENDED TO BE the same premises conveyed to Vails Gate Business Center, L.L.C. who acquired title from Vails Gate Manufacturing, LLC, by Deed dated July 10, 2006 and recorded in the Orange County Clerk's Office on August 11, 2006 in Liber 12229 Page 781.

EXHIBIT A

1. Mortgage made by Vails Gate Business Center, L.L.C. to Vails Gate Manufacturing LLC in the principal amount of \$5,140,000.00, dated 07/11/2006 and recorded 08/11/2006 in the Orange County Clerk's Office in Liber 12229 Page 785; Mortgage Tax paid at the time or recording in the amount of \$53,970.00.

which mortgage was assigned by Vails Gate Manufacturing LLC, to TD Banknorth, N.A. by Assignment dated 02/12/2008 and Recorded 02/29/2008 in the aforesaid Office in Liber 12624 Page 1442;

2. Mortgage made by Vails Gate Business Center, L.L.C. to TD Banknorth, N.A. in the principal amount of \$560,000.00, dated 02/12/2008 and recorded 02/29/2008 in the Orange County Clerk's Office in Liber 12624 Page 1448; Mortgage Tax paid at the time or recording in the amount of \$5,880.00.

which mortgages (Mortgage 1 and 2 above) were consolidated by CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT between Vails Gate Business Center, L.L.C. and TD Banknorth, N.A. dated 02/12/2008 and Recorded 02/29/2008 in the aforesaid Office in Liber 12624 Page 1456 creating a single lien in the amount of \$5,700,000.00.

which mortgages (Mortgage 1 and 2 as consolidated and stated above) were further assigned by TD Bank, N.A., successor by merger to TD Banknorth, N.A., to Lakeland Bank by Assignment dated 02/17/2009 and Recorded 06/26/2009 in the aforesaid Office in Liber 12851 Page 758;

3. Mortgage made by Vails Gate Business Center, L.L.C. to Lakeland Bank in the principal amount of \$2,500,000.00, dated 02/27/2009 and recorded 06/26/2009 in the Orange County Clerk's Office in Liber 12851 Page 762; Mortgage Tax paid at the time or recording in the amount of \$26,250.00. *Note: By its terms, this Mortgage consolidates Mortgages 1, 2, and 3 above to form a single lien of \$ 8,000,000.00.*

which mortgages (Mortgage 1, 2 and 3 as consolidated and stated above) were modified by NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT between Vails Gate Business Center, L.L.C. and Lakeland Bank dated 07/31/2012 and Recorded 12/03/2012 in the aforesaid Office in Liber 13457 Page 889;

which mortgages (Mortgage 1, 2 and 3 as consolidated and stated above) are being further modified by NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT between Vails Gate Business Center, L.L.C. and Lakeland Bank dated 7/1/2016 and being submitted for recording simultaneously with this affidavit.

*The outstanding principal balance on the Consolidated Mortgages above is \$ 6,036,321.00.*



AFFIDAVIT UNDER SECTION 255 TAX LAW  
CONSOLIDATION AND EXTENSION

STATE OF NEW YORK :  
 : ss.:  
COUNTY OF ORANGE :

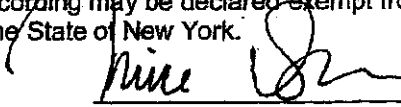
Derrick B. Saunders being duly sworn, deposes and says:

1. That (s)he is the title agent for Vails Gate Business Center, LLC the owner of the premises encumbered by the mortgage hereinafter described, which is a lien on the premises known as and by 12-15 Tarkett Drive, New Windsor, NY 12553, Section 4, Block 4 and Lot 11 and also 1073 Route 94, New Windsor, NY 12553, Section 69, Block 4 and Lot 3 (the "Premises"), which mortgage is held by Lakeland Bank. ("Mortgagee")

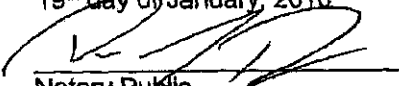
2. That the mortgages set forth in the attached "Exhibit A" herein are modified by a Note, Loan and Mortgage Modification Agreement dated July 1, 2016 by and between Vails Gate Business Center, LLC and Lakeland Bank and being simultaneously recorded with this affidavit.

3. That said Note, Loan and Mortgage Modification Agreement is given for the purpose of further securing the same principal indebtedness and said Agreement does not create or secure any new or further indebtedness or obligation other than the principal indebtedness secured by said mortgage. That there have been no re-loans or readvances on said mortgages.

WHEREFORE, deponent respectfully requests that such Note, Loan and Mortgage Modification Agreement tendered herewith for recording may be declared exempt from taxation pursuant to Section 255 of Article XI of the Tax Law of the State of New York.

  
\_\_\_\_\_  
Derrick B. Saunders

Sworn to before me this  
19<sup>th</sup> day of January, 2016

  
Notary Public

RYAN J. REID  
Notary Public, State of New York  
No. 01RE6314888  
Qualified in Ulster County  
Commission Expires November 17, 2018

EXHIBIT A

1. Mortgage made by Vails Gate Business Center, L.L.C. to Vails Gate Manufacturing LLC in the principal amount of \$5,140,000.00, dated 07/11/2006 and recorded 08/11/2006 in the Orange County Clerk's Office in Liber 12229 Page 785; Mortgage Tax paid at the time or recording in the amount of \$53,970.00.

which mortgage was assigned by Vails Gate Manufacturing LLC, to TD Banknorth, N.A. by Assignment dated 02/12/2008 and Recorded 02/29/2008 in the aforesaid Office in Liber 12624 Page 1442;

2. Mortgage made by Vails Gate Business Center, L.L.C. to TD Banknorth, N.A. in the principal amount of \$560,000.00, dated 02/12/2008 and recorded 02/29/2008 in the Orange County Clerk's Office in Liber 12624 Page 1448; Mortgage Tax paid at the time or recording in the amount of \$5,880.00.

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which mortgages (Mortgage 1 and 2 as consolidated and stated above) were further assigned by TD Bank, N.A., successor by merger to TD Banknorth, N.A., to Lakeland Bank by Assignment dated 02/17/2009 and Recorded 06/26/2009 in the aforesaid Office in Liber 12851 Page 758;

3. Mortgage made by Vails Gate Business Center, L.L.C. to Lakeland Bank in the principal amount of \$2,500,000.00, dated 02/27/2009 and recorded 06/26/2009 in the Orange County Clerk's Office in Liber 12851 Page 782; Mortgage Tax paid at the time or recording in the amount of \$26,250.00. *Note: By its terms, this mortgage consolidates Mortgages 1, 2, and 3 above to form a single lien of \$ 8,000,000.00.*

which mortgages (Mortgage 1, 2 and 3 as consolidated and stated above) were modified by NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT between Vails Gate Business Center, L.L.C. and Lakeland Bank dated 07/31/2012 and Recorded 12/03/2012 in the aforesaid Office in Liber 13457 Page 889;

which mortgages (Mortgage 1, 2 and 3 as consolidated and stated above) are being further modified by NOTE, LOAN AND MORTGAGE MODIFICATION AGREEMENT between Vails Gate Business Center, L.L.C. and Lakeland Bank dated 7/1/2016 and being submitted for recording simultaneously with this affidavit.

*The outstanding principal balance on the Consolidated Mortgages above is \$6,056,321.00.*

# stewart title

Real partners. Real possibilities.™

SARATOGA OFFICE  
1 Fairchild Square, Suite 104  
Clifton Park, NY 12065  
Tel. (518)885-4305  
Fax. (518)877-3810  
E-mail: saratoga@stewart.com

Please remit payment to:  
**Stewart Title Insurance Co.**  
47 West Main Street  
Rochester NY 14614  
Attn. Finance Office

INVOICE	
<b>Bill Date</b>	7/31/2018
<b>Post Date</b>	
<b>Invoice No.</b>	811554901
<b>Customer No.</b>	4620
<b>Page No.</b>	1 of 1
<b>Invoice Total</b>	\$163.13

## CUSTOMER

Rupp Baase Pfalzgraf Cunningham, LLC  
420 Main Street  
1600 Liberty Bldg  
Buffalo, NY 14202  
Attn: Diane McFarland

## REFERENCE INFORMATION

**Order No.** 8115549 **Cust. Reference:**  
**Abstract / Title Ins No.**  
**Seller** Vails Gate Business Center LLC  
**Property** 12-15 Tarkett Dr, Town of Cornwall, ORANGE County  
1073 Route 94, Town of New Windsor, ORANGE County

## SERVICES PROVIDED

Description		Amount
NCCR	Non-Cert. Closing Contin./Redate* Notes: Non-Certified Redate from 2012 to present in Zone 2.	\$150.00
Subtotal:		\$150.00
* Taxable	Sales Tax 8.750%	\$13.13
Please pay this amount. INVOICE TOTAL		\$163.13

AILS GATE BUSINESS CENTER, L.L.C.

UNANIMOUS WRITTEN CONSENT  
OF MEMBERS

THE UNDERSIGNED, being all of the Members of Vails Gate Business Center, L.L.C., a New York limited liability company (the "Company"), hereby take the following actions and consents to the adoption of the following resolutions:

WHEREAS, the Members have determined that it is advisable and in the best interests of the Company for the Company to grant an easement to Vails Gate Manufacturing, LLC, for the properties commonly known as 12-15 Tarkett Drive in the Town of Cornwall, New York, and 1073 Route 94 in the Town of New Windsor, New York (the "Premises"); and

NOW, THEREFORE, be it

RESOLVED, that the Company be, and it hereby is, authorized to enter into an Easement Agreement with respect to the Premises as approved by the Members of the Company;

RESOLVED, that in connection with the easement, and as evidence thereof and security therefor, the Company is hereby authorized to enter into, execute and deliver all such documents as may be requested or required as the person executing the same on behalf of the Company in his discretion approve, such approval to be conclusively evidenced by such person's signature thereon;


RESOLVED, that Jeffrey Kessler, as Manager of the Company, is hereby authorized to execute and deliver on behalf of the Company an easement agreement, together with any and all other documents (all in such form and content as Jeffrey Kessler, as Manager, shall approve, with such execution to be deemed conclusive evidence of such approval), and to perform such other acts, as Jeffrey Kessler, as Manager, deems appropriate or desirable to accomplish the intent of the foregoing resolutions.

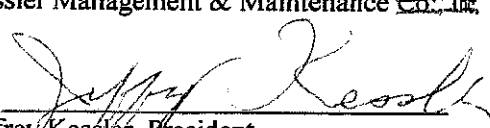
RESOLVED, that all actions heretofore taken by the Company or the Members thereof in furtherance of the foregoing transaction be, and the same hereby are, in all respects ratified, adopted and approved.

2018.

IN WITNESS WHEREOF, the undersigned have duly executed this Consent as of <sup>October</sup> ~~August~~ 1,

  
Jeffrey Kessler, Member

Kessler Management & Maintenance ~~Co., Inc.~~ <sup>corp.</sup>  10/1/18

By:   
Jeffrey Kessler, President

**1<sup>st</sup> Amended & Restated Operating Agreement for  
Vails Gate Business Center, L.L.C.  
A Manager-Managed Limited Liability Company**

This Amended & Restated Limited Liability Company Operating Agreement ("Agreement") is made this 30<sup>th</sup> day of June, 2011 but is expressly deemed effective as of April 22, 2010, by and between Vails Gate Business Center, L.L.C., a New York Limited Liability Company with a business address of 460 Getty Avenue, Clifton, New Jersey 07011 ("Company"), which supersedes and replaces any prior agreements, arrangements and understandings, whether written or oral; and

1. Jeffrey Kessler, an individual who resides at 625 Navaho Trail Drive, Franklin Lakes, New Jersey 07417 ("Jeffrey"), as to a Ninety Nine Percent (99%) membership interest in the Company.
2. Kessler Management & Maintenance Co., Inc., a New Jersey Corporation with a business address of 460 Getty Avenue, Clifton, New Jersey 07011 ("KMMC"), as to a One Percent (1%) membership interest in the Company.

Jeffrey Kessler is to serve as the manager of the Company ("Manager"). In all respects the Manager shall exercise his fiduciary responsibilities to the Members hereunder.

Individually, each of the above is referred to as a "Member" and, collectively, as "Members." The Company, the Manager and the Members may be referred to individually as a "Party" and, collectively, as "Parties" to this Agreement as the context requires.

**WITNESSETH:**

**WHEREAS**, prior to April 22, 2010, Jeffrey owned 70% and Joel Lefkowitz owned 30% of the membership interests in Company, which owns property located at 1073 Route 84, Cornwall, NY 12518 and designated as Section 69, Block 4, Lot 3 on the tax map of the Town of New Windsor, Orange County, New York and Section 4, Block 3, Lot 1.1 on the tax map of the Town of Cornwall, Orange County, New York ("Property").

**WHEREAS**, effective July 10, 2006 the Company obtained title to the Property.

**WHEREAS**, on April 22, 2010 Joel Lefkowitz sold his 30% membership interest in the Company subject to a Purchase Agreement executed by Jeffrey as Purchaser and Joel Lefkowitz as Seller.

**WHEREAS**, of even date with this Operating Agreement, but expressly agreed to be effective as of April 22, 2010, Jeffrey executed a Nominee Agreement, whereby Jeffrey agreed to serve as and hold solely in the capacity as Nominee the One Percent (1%) membership interests in Company for and on behalf of KMMC as actual owner.

**WHEREAS**, the Company shall be treated as a partnership, initially owned by Jeffrey and Joel Lefkowitz and effective as of April 22, 2010 a partnership consisting of 99% Jeffrey and 1% KMMC. The parties agree to file Form 1065 partnership income tax return and take any and all actions consistent with same:

**WHEREAS**, the Parties desire to enter into this Agreement for the purposes of continuing to own the Property, govern the business of the Company including managing its operations, owning real property and investing its funds or property, purchasing, selling, financing or other such related activities necessary to further its business purpose as described herein.

**WHEREAS**, to facilitate the business purpose set forth herein, the Members wish to continue to designate Jeffrey Kessler as "Manager" of the Company and, by execution of this Agreement, grant him all rights and powers as Manager as set forth herein to be exercised in with all regards to his fiduciary obligations as Manager.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby declare and agree as follows:

**A. Organization**

1. **Formation.** The Company was formed on April 21, 2006 by filing the appropriate Articles of Organization with the State of New York, and shall continue as a limited liability company pursuant to the Limited Liability Company Act (the "Act").
2. **Publication.** If the Company has not published its Articles of Organization the Manager shall forthwith address same.
3. **Name.** The name of the Company is set forth in the preamble. The Company may do business under that name and, as permitted by applicable law, under any other name as determined, from time to time, by the Manager.
4. **Purpose.** The Company shall have the power and authority to carry on any lawful business, purpose or activity not prohibited under the Act and shall possess and exercise all the privileges granted by the Act or by any other law of by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct or advancement of the business, purposes or activities of the Company described above including, without limitation, the power to:
  - a. Engage independent counsel, accountants, consultants and such other persons as the Manager may deem necessary or advisable.
  - b. Open, maintain and close bank accounts and draw checks and other orders for the payment of monies.
  - c. Enter into, make and perform all contracts, agreements or other undertakings as may be necessary, advisable or incidental to carry out its business and purposes as described herein.
5. **Offices.** The Company shall maintain places of business at such places as determined from time to time by the Manager and such place of business may be within or without the State.
6. **Registered Agent.** The name and the address of the Company's registered agent in the State of New York is as designated in the State filings. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act, or the terms of this Agreement if different.
7. **Duration and Term.** The term of the Company commenced on the date of the filing of the formation documents with the State and shall continue in perpetuity unless Company is dissolved in accordance with the provisions of this Agreement and the Act.
8. **Business Purpose.** The Company's purpose is to and for the purpose of facilitating the ownership, development, improvement, financing, leasing, maintenance and management, as an investment property, the Property and all activities related thereto as a real estate investment, and not as a dealer to resell such Property ("Business").
9. **Certificates.** A Member's membership interest in the Company ("Membership Interest") may be

evidenced by a certificate issued by the Company reflecting the percentage interest such Member has in the Company ("Percentage Interest"), however, in the event of any conflict between such certificate and the Membership Interest of any member indicated by this Agreement, or any amended agreement signed by the Members hereto, the provisions of the Agreement shall prevail. If Certificates are not issued the terms of this Operating Agreement shall control and no inference shall be made as to the lack of enforceability of the terms hereof as a result of the failure to issue certificates.

10. **Assets.** Company assets shall be titled in the name of the Company only.

11. **Bank Accounts.** The Manager may, from time to time, open bank accounts in the name of the Company and the funds of the Company shall be deposited therein, however, such funds shall only be used solely for the Business of the Company and no funds of the Company shall be commingled with the funds or accounts of any individual Member or any person related to any such Member. The Manager and Robert Kilgannon are both designated, by this Agreement, as authorized signatories on any Company accounts. However, the undersigned acknowledge and recognize that as part of the management functions it may provide KMMC may from time to time handle various financial transactions on behalf of or for the Company.

12. **Books and Records.** The Company shall maintain complete and accurate books and records of the Company's Business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office or such other place as designated by the Members or Manager and shall in all respects be independent of the books, records and transactions of the Members.

13. **Tax Status.** The Company shall be taxed as a partnership for tax purposes.

14. **Reimbursement.** The Company shall pay or reimburse all reasonable out-of-pocket expenses incurred by any Member or the Manager on behalf of the Business; however, reimbursement shall only be made where the expense is a reasonable, ordinary and necessary expense of the Company incurred in the furtherance of its Business and purposes.

**B. Members and Major Decisions**

1. **Members.** The overall authority to manage and operate the Business and related affairs of the Company shall be vested in the Members to the extent not designated to the Manager herein. No Member may take any action or exercise any power in a manner that is inconsistent with its fiduciary obligation to the Company.
2. **Decisions and Voting.** All major decisions as set forth below shall be made by majority vote of the Members. Major decisions shall include the following:
  - a. Acquisition or creation and operation of a business other than the Business.
  - b. The merger or consolidation of the Business.
  - c. Entering into a financing arrangement with any significant investor in the Company.
  - d. Incurring any debt, other than trade accounts payable, or other debts incurred in the ordinary course of the Business, or to guarantee any debt or other obligation, where the amount involved exceeds Twenty Five Thousand Dollars (\$25,000.00).
  - e. Sale, lease, license or other transfer of substantially all or all of the assets of the Company.
  - f. Any mortgage, grant of security interest, pledge or encumbrance upon all or substantially all of the assets of the Company.
  - g. Entering into any transaction in the name of the Company not reasonably within the scope of the Business as defined herein.
  - h. Determination of the maximum and minimum working capital requirements of the Company

where the amounts involved differ significantly from those historically maintained by the Company.

- i. The adjustment, settlement, or the compromise of any material claim, obligation, debt, demand, suit, or judgment against the Company and/or the Members of the Company with respect to their relationship to the Company.
3. **Consent to Action.** Any action required to be taken at a meeting may be done so, without a meeting and without prior notice, by written consent of the Members with the required minimum number of votes that would be necessary to authorize or take such action.

### C. **Membership Interest**

1. **Standard of Care; Liability.** Each Member shall discharge such Member's duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner such Member reasonably believes to be in the best interests of the Company. The Members shall not be liable for any monetary damages to the Company, or in any other manner, for any breach of such duties except:
  - a. If the Member receives a financial benefit to which the Member is not entitled.
  - b. Takes an action, or refuses to act, in violation of this Agreement or the Act or which is a knowing violation of the law.
  - c. Acts in a manner which is grossly negligent of which constitutes willful misconduct.
2. **Transfer of Membership Interest.** Each Member may only transfer (including without limitation any sale, transfer, assignment, pledge, creation of a security interest or other disposition), in part or in whole, his Membership Interest in the Company, and shall pay all costs associated with such transfer, in accordance with the following:
  - a. No transfer shall be made which would cause a termination of the Company under the Code Section 708;
  - b. No transfer shall be made unless in compliance with any federal and state securities laws;
  - c. No transfer shall be made or deemed effective until the transferor and transferee of such Membership Interest furnishes the Company with such information and documents as determined by the other Members in their sole and reasonable discretion;
  - d. No transfer shall be made or deemed effective until the transferee accepts the terms and conditions of this Agreement in writing.
3. **Permitted Transfers.** Any Member may transfer all or a any portion of his Membership Interest, outright or in trust, to a "Permitted Transferee" which shall be defined as his spouse or descendants for the purpose of admitting such person as a Member. A Permitted Transferee shall also include (i) any partnership, corporation, limited liability company or other entity in which the beneficial interests are owned by the Member, the Member's spouse or descendants; or (ii) any trust established for the benefit of such Member, the Member's spouse or descendants. Any Permitted Transferee, under this provision, shall be admitted as a Member to the Company without the necessity of receiving approval from or consent by the other Members. The transferor Member shall provide the Manager with notice of such transfer so that the Manager may update any Company records, documents or filings as necessary to reflect the Permitted Transferee as a Member of the Company.
4. **Substitute Member.** If an assignment of a Membership Interest, in whole or in part, is permitted herein, such assignee shall only be entitled to the distributions and allocation of profits and losses the assigning Member would have been entitled to absent such assignment in accordance with such Member's Percentage Interest. Such assignee shall not be entitled to participate in the management and



affairs of the Company unless or until he or she is admitted by the other Members by unanimous consent as a substitute Member as set forth in writing or is automatically admitted as a Permitted Transferee as set forth herein.

5. **Termination of Member.** No Member may resign or withdraw as a Member prior to dissolution or winding up of the Company unless such Member is terminated as follows:
  - a. the voluntary withdrawal of a Member upon the unanimous consent of the other Members;
  - b. the termination of a Member's Membership Interest upon the unanimous consent of the other Members;
  - c. the death of a Member;
  - d. in the case of a Member that is a trust, the termination of the trust unless the termination is due to a distribution to the beneficiary of such trust of the Membership Interest in the Company in which case such beneficiary shall automatically succeed to said trust as an assignee, entitled only to the economic benefit the trust would have been entitled to as a Member in the same Percentage Interest as the trust held and, with regard to voting rights, David Kessler shall be entitled to any voting rights associated with such Membership Interest without any further action necessary on the part of the beneficiary or trust.
6. **Incapacity of a Member.** For purposes of this Agreement, an individual Member shall be treated as being incapacitated if (i) two physicians licensed to practice medicine in the state in which Member resides, having evaluated Member, conclude that he or she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning the management of the Company as a result of any physical, mental or emotional illness, disability, ailment or accident or any deficiency or disorder, including chronic use of drugs or alcohol or other similar cause; or (ii) such condition is conclusively established by a determination of a court having jurisdiction over such matters; or (iii) Member is unable, due to such condition described herein, to effectively discharge his or her duties and operate the Business for a period of Ninety (90) consecutive days. If a Member is determined to be incapacitated, the Member's economic interests shall not be impacted, but such Member may not vote and will be deemed to have resigned from all administrative and operational functions of the Company pursuant to this Agreement. At the time any such Member recovers from said incapacity (as determined in the same manner as the incapacity was first established above), such Member may resume his or her responsibilities hereunder.
7. **Death of a Member.** Upon the death of an individual Member, such Member's successors, executors, administrators or legal representatives shall have all the rights of a Member for the purpose of settling or managing such Member's estate.

#### **D. Management**

1. **Manager's Duties and Rights.** The Manager shall be responsible for the daily management and operations of the Business. Daily affairs shall mean only the ongoing, regular, routine affairs of the Company, but shall specifically exclude any item set forth above as regards the power and authority of Members, as follows:
  - a. Such powers and duties as may from time to time be specifically conferred or imposed by the Members.
  - b. To do all things necessary or convenient to carry out the Business and affairs of the Company so long as they are in accordance with any applicable licenses or permits.
  - c. To purchase, lease or otherwise acquire any real, personal, tangible or intangible property.
  - d. Sell, convey, mortgage, grant a security interest in, pledge, lease, license, exchange or otherwise dispose of or encumber any real, personal, tangible or intangible property.

- e. To open bank accounts and make deposits into or checks and withdrawals against such accounts and to designate and authorize additional signatories on such accounts as set forth above.
  - f. To borrow money, incur liabilities, and other obligations, establish lines of credits, mortgages, and other credit and financing facilities relating to the Business or property.
  - g. To purchase liability and other insurance to protect the Business and property of the Company.
  - h. To commence prosecute or defend any proceeding in the Company's name or relating to the Business.
  - i. To enter into any arrangements or agreements, and execute any contracts, documents or instruments on behalf of the Company in such forms as the Manager may approve in his reasonable discretion.
  - j. To engage consultants and agents, define their respective duties and establish their compensation or remuneration and to compensate them from Company funds.
  - k. To conduct routine banking and investment transactions.
  - l. To execute, subject to the discretion of the Members, on behalf of the Company all instruments and documents such as checks, drafts, patent applications and documents to perfect any patent, trademark or copyright in the name of the Company, financing statements, but not documents providing for the acquisition, mortgage or disposition of the Company property, material leases, material licenses, partnership agreements, and any other instruments or documents material in nature (materiality determined in the discretion of the Members).
  - m. To invest any Company funds temporarily (by way of example, but not by limitation) in time deposits, short-term governmental obligations, commercial paper and other investments.
  - n. To do and perform all other acts as may be necessary or appropriate to the operation, maintenance and the conduct of the Company and the Business.
2. **Other Activities.** The Manager and Members may engage in other business ventures of every nature, including, without limitation by specification, the ownership and management of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived there from.
3. **Resignation of Manager.**
- a. The Manager may resign at any time by giving Sixty (60) days advance written notice (except in the case of disability or death) to the Members of the Company and such resignation shall take effect upon receipt of the notice or such later date as specified in such notice, but in no event less than Sixty (60) days after delivery. Acceptance of such resignation by the Members is not necessary to make it effective, however, a successor Manager must be named and must assume the responsibilities of the Manager upon the effective date of the first Manager's resignation.
  - b. The resignation of a Manager who is also a Member at the time of such notice specified above shall not constitute a resignation as a Member. For a Manager to also resign as a Member, he or she must comply with the provisions in this Agreement to do so.
4. **Incapacity of a Manager.** For purposes of this Agreement, an individual Manager shall be treated as being incapacitated if (i) two physicians licensed to practice medicine in the state in which an individual Manager resides, having evaluated Manager, conclude that he or she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning the management of the Company as a result of any physical, mental or emotional illness, disability, ailment or accident or any deficiency or disorder, including chronic use of drugs or alcohol or other similar cause; or (ii) such condition is conclusively established by a determination of a court having jurisdiction over such matters; or (iii) Manager is unable, due to such condition described herein, to effectively discharge his or her duties and operate the Business for a period of Ninety (90) consecutive days. If a Manager is determined to be incapacitated, the Manager's economic interests, if any, shall be treated as set forth above. If the

Manager is disabled, then Robert Kilgannon shall take over the duties and obligations of the Manager set forth herein until the Manager is able to resume his duties. In the event of such incapacity and any resulting transfer of Membership voting rights to such incapacitated Member's fiduciary (including, without limitation, any agent under a power of attorney, guardian or committee), the approval of any material matter or major decision relating to the Business of the Company must be consented to by unanimous consent of the Members and Robert Kilgannon as successor Manager.

5. **Transactions Between Manager and Company.** Except as otherwise provided herein, a Manager may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for and transact other business with the Company and, subject to applicable law, shall have the same rights and obligations with respect to any matter as a person who is not a Manager.

#### **E. Capital Contributions And Capital Accounts**

1. **Capital Accounts.** There shall only be a single class of Membership Interest. The Company shall establish and maintain a separate capital account for each Member. The account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company as well as decreases for distributions made and the Member's share of any losses or deductions of the Company ("Capital Account"). The manner in which Capital Accounts are maintained pursuant to this Agreement shall comply with the requirements of the Internal Revenue Code of 1986, as amended ("Code"), section 704(b) and, notwithstanding anything to the contrary contained herein, the method by which Capital Accounts are maintained shall be interpreted and applied in a manner, or so modified, in order to comply.
2. **Contributions.** The Members have made such capital contributions to the Company as are set forth in the Company's books and records and each holds the Membership Interest in the Company as set forth herein.
3. **Additional Contributions.** The Members are not required to make any additional capital contributions to the Company unless agreed to by unanimous consent of all the Members. In such event, the Members shall make additional capital contributions in proportion to their percentage of Membership Interest in the Company ("Percentage Interest").
4. **Failure to Make Contributions.** In the event that any Member fails to make a required initial or additional capital contribution to the Company ("Delinquent Member"), the other Members shall give such Member notice of such failure. In the event the Delinquent Member fails to make the required contribution within ten (10) days of such notice, the other Members may take whatever action is necessary to enforce the contribution or may elect to make such contribution themselves, according to their respective Percentage Interests, and, in such event, shall treat such amounts as an extension of credit to the Delinquent Member, payable upon demand, with interest accruing thereon at the federal midterm rate provided for under the Code plus two (2%) percent interest until paid in full, all of which shall be secured by Member's Percentage Interest in the Company.

#### **F. Allocations And Distributions**

1. **Allocations.** Except as may be required by the Code as amended, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be reported by the Members on said Member's income tax return in accordance with their Percentage Interest in the Company.

2. **Distributions.** The Manager may make distributions from time to time of net cash flow, defined as all revenues to the Company during any fiscal period decreased by (i) cash expenditures for operating expenses, (ii) capital expenditures to the extent not made from reserves, (iii) reserves for contingencies, expenses and obligations, (iv) debt service, and (v) any other expenses associated with operating the Business ("Net Revenue"), so long as, after giving effect to such distribution, the assets of the Company exceed the liabilities and the Company has sufficient funds available to make such distributions.
3. **Special Allocations.** The following special allocations shall be made:
- a. **Minimum Gain.** Notwithstanding any other provision contained herein to the contrary, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.7042(d) during the taxable year of the Company, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and, if necessary, for subsequent years) equal to that Member's share of the net decrease to the Company's minimum gain. Allocations pursuant to this section shall be determined in accordance with Regulation Section 1.7042 and shall be interpreted consistently with such section.
  - b. **Qualified Income Offset.** If any Member unexpectedly receives any adjustments, allocations or distributions described in Regulation Section 1.7041(b)(2)(ii)(d)(4), (5) or (6), which create or increase a deficit Capital Account of such Member, then items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the deficit Capital Account of the Member as quickly as possible. It is the intent that this provision be interpreted to comply with the alternate test for economic effect set forth in Regulation Section 1.7041(b)(2)(ii)(d).
  - c. **Deficit Balance.** Except as required by law, no Member shall be required to restore a deficit balance in its Capital Account. If any Member would have a deficit balance at the end of the Company's taxable year which is in excess of that Member's share of minimum gain as defined in Treasury Regulation Section 1.7042(g)(1) (which is also treated as an obligation to restore in accordance with Section 1.704(b)(2)(ii)(d)), the Capital Account of such Member shall be specially credited with items of Company income and gain in the amount so that the excess is eliminated as quickly as possible.
  - d. **Nonrecourse Deductions.** Items of loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as nonrecourse deductions under Regulation Section 1.7042(i) shall be allocated to the Members' Capital Accounts based on the Member who bears the economic risk of loss of such debt and in accordance with said Regulation Section. Beginning in the first taxable year in which there are allocations of nonrecourse deductions, same shall be allocated among the Members in accordance with and as part of the allocations of profit and loss for that period.
  - e. **Mandatory Allocations under Code Section 704(c).** In accordance with Code Section 704(c)(1)(A) and Regulation Section 1.7041(b)(2)(i) and (iv), if a Member contributes property (other than cash) with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions for the property, solely for Federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property and its fair market value at the time of contribution.
  - f. **Curative Allocations.** Any credit or charge to the Capital Accounts of the Member shall be taken into account in computing subsequent allocations of profits and losses so that the net amount of any items charged or credited to Capital Accounts shall, to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of the Member pursuant to the provisions of this Agreement if the special allocations required herein had not occurred.

#### **G. Dissolution And Termination**

1. **Events Causing Dissolution and Winding Up.** The Company shall be dissolved and its affairs wound up upon the first to occur of the following events:
  - a. the written unanimous consent of the Members;
  - b. the entry of a decree of judicial dissolution under the Act; or
  - c. upon the death of all of the Members or such other event as specified in this Agreement.
  - d. in the case of a Member that is a trust, the termination of the trust unless the termination is due to a distribution to the beneficiary of such trust of the Membership Interest in the Company in which case such beneficiary shall automatically succeed to said trust upon the terms and conditions specifically set forth in this Agreement.
2. **Effect of Dissolution.** The Company may not be terminated until all of its affairs are wound up and a certificate of dissolution is issued by the state in which the Company was formed.
3. **Distribution of Assets and Termination.** Upon the winding up of the Company's affairs, a full account of the assets and liabilities of the Company shall be taken and the assets shall be liquidated and distributed, first, to the extent permitted by law, to creditors and in satisfaction of Company debts and liabilities, and then to the Members. Upon completion of the liquidation of the Company and the distribution of assets, the Company shall terminate and the Members shall have the authority to execute and record any and all documents necessary to affect the dissolution and termination of the Company.

#### **H. Indemnification**

1. **Indemnification.** The Company shall indemnify, out of the assets of the Company only, and hold harmless the Members, the Manager and each agent or employee of the Company and their respective directors, trustees, shareholders, partners, members, officers, employees and agents ("Indemnified Party") against all claims, damages, expenses (including reasonable attorney's fees), judgments, fines, losses and liabilities (collectively "Losses") paid or incurred by any such person in connection with the conduct of Company's Business or in connection with any action taken on behalf of the Company by such person provided such Losses did not arise out of or relate to the fraud, gross negligence, willful misconduct or intentional acts or omissions by such Indemnified Party in which case such Indemnified Party shall indemnify and hold harmless any other Indemnified Party and the Company from all Losses that so arise.

#### **I. General Provisions**

1. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York and all Parties hereto consent to the jurisdiction of the courts located therein and agree that all claims, actions or proceedings related to this Agreement be heard and determined by such courts.
2. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Members hereto, their respective heirs, legal representatives, successors and assigns.
3. **No Third Party Beneficiaries.** This Agreement is made and entered into between the Parties for the exclusive benefit of the Company, its Members and their successors or assigns. Except as otherwise expressly stated herein, this Agreement is not intended for the benefit of any creditor of the Company or any third person and no such creditor or other third person shall have any rights under the Agreement or any agreement between the Company and its Members.

4. **Accounting and Tax Matters.** All required federal, state and local tax income returns and financial and accounting books and records of the Company, which shall be completely and accurately maintained as required by the Act, shall be prepared under the direction of the Manager and Members by the certified public accountant so designated by the Company.
5. **Notice.** All notices required or permitted hereunder shall be in writing and shall be sent to the address set forth above for each Member ("Notice"). Such Notice shall be deemed effectively given (1) upon personal delivery to the Member to be notified; (2) when sent by confirmed facsimile if sent during normal business hours of the recipient or, if not, on the next business day; (3) Three (3) days after having been sent by registered or certified mail, return-receipt requested; or (4) upon the first business day after being sent by recognized overnight carrier. A copy of any Notice to Company shall be sent to:

Martin M. Shenkman, P.C.  
Post Office Box 1300  
Tenafly, New Jersey 07670

6. **Interpretation.** The captions, section headings, designations and numbers are inserted for convenience only and shall not affect the interpretation of any provision. The use of any particular gender, or neuter, or the use of singular or plural, shall be interpreted as appropriate to the specific provision involved.
7. **Waiver.** The failure of any Party to give notice of default or enforce compliance of the terms of this Agreement or its rights hereunder, or the granting in writing of any extension of time for performance, shall not constitute a waiver by such Party of any term or condition of this Agreement. Any waiver of such Party's right to the strict adherence to any term of this Agreement by any other Party on any occasion must be clearly expressed in a writing signed by the Party waiving such right.
8. **Severability.** In the event that a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term or provision contained herein.
9. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Members and supersedes any and all prior proposals, negotiations, representations, agreements or understandings relating to the Company.
10. **Amendment and Modification.** This Agreement may not be modified, amended or changed unless in writing and signed by all of the Parties.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original and both of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties hereto. A PDF, facsimile, photocopy or other electronic reproduction shall be as valid as an original.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below, but effective as of the day and year first set forth above.

  
Jeffrey Kessler, Member & Manager

Dated: 6/30/2011

  
Kessler Management & Maintenance Co., Inc., Member  
By its President, Jeffrey Kessler

Dated: 6/30/2011

**State of New York**  
**Department of State** } **ss:**

*I hereby certify, that VAILS GATE BUSINESS CENTER, L.L.C. a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/20/2006, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:*

*A Certificate of Publication of VAILS GATE BUSINESS CENTER, L.L.C. was filed on 09/14/2006.*

*A Biennial Statement was filed 01/26/2009.*

*A Biennial Statement was filed 06/04/2010.*

*A Biennial Statement was filed 06/27/2012.*

*A Biennial Statement was filed 05/01/2014.*

*A Biennial Statement was filed 04/28/2016.*

*A Biennial Statement was filed 04/04/2018.*

*I further certify, that no other documents have been filed by such Limited Liability Company.*

\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 14th day of August  
two thousand and eighteen.*



Brendan W. Fitzgerald  
Executive Deputy Secretary of State





**CERTIFICATE OF AUTHORITY**

(i) That the Articles of Organization of Vails Gate Business Center, LLC (the Company) have been duly filed with the NY Secretary of State on 7/22/06 and that said Articles of Organization have not been amended.

(ii). That the Articles of Organization, or a Notice containing the substance of same, has been duly published as required by law.

(iii) That the Operating Agreement of the Company has not been amended or repealed and remains in full force and effect on the date of this Certificate.

(iv) That neither the Articles of Organization nor the Operating Agreement require, nor have either of said documents been amended to require, any act be taken or meeting be held by Members and/or Managers of the Company other than the following:

(v). That all of the said requirements of the Operating Agreement, or of statute if the Operating Agreement is silent, with respect to the meeting and/or is silent, with respect to the meeting and/or consent of Members and/or Managers of the Company to the proposed execution by Vails Gate Business Center, LLC of the Environmental Easement to New York State Department of Environmental Conservation, have been met.

(vi). That the following person(s) has/have been and is/are duly authorized by the Company to execute all documents necessary to effectuate the Environmental Easement to the NYS DEC, and that the signature set forth opposite his/her name is his/her genuine

NAME OFFICE SIGNATURE

Jeffrey Kessler Member

By: *Jeffrey Kessler*  
Jeffrey Kessler, Managing Member

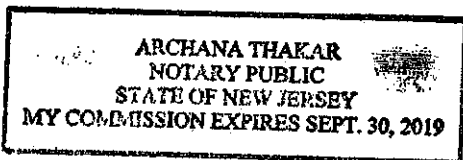
**In Witness Whereof**, The undersigned has executed this certificate this 29<sup>th</sup> day of JUNE in the year 2018

STATE OF New Jersey )

COUNTY OF Passaic )

On the 29<sup>th</sup> day of JUNE in the year 2018, before me, the undersigned, personally appeared Jeffrey Kessler, personally known to me who, being duly sworn, did depose and say that he resides at 460 Getty Ave, Clifton, New Jersey 07011 and that he is the Managing Member of Vails Gate Business Center, LLC the company described in and which executed the above instrument; and that he signed his name thereto by the authority of the members of the limited liability company.

*A.K. Thakar*  
Notary Public - State of New Jersey



09/06

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
Albany, NY 12231  
www.dos.state.ny.us

F 060914000 523

# CERTIFICATE OF PUBLICATION OF

VAILS GATE BUSINESS CENTER, L.L.C.  
*(Name of Domestic Limited Liability Company)*

Under Section 206 of the Limited Liability Company Law

The undersigned is the Authorized Person of  
*(Title\*)*

VAILS GATE BUSINESS CENTER, L.L.C.  
*(Name of Domestic Limited Liability Company)*

If the name of the limited liability company has changed, the name under which it was organized is: \_\_\_\_\_

The published notices described in the annexed affidavits of publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

09/06/2006  
*(Date)*

/s/ Jeffrey Kessler  
*(Signature)*

Jeffrey Kessler  
*(Type or Print Name)*

\* This certificate must be signed by a member, manager, attorney-in-fact or authorized person.

ARTICLES OF ORGANIZATION  
OF

060420000 439

CSC 45  
DRAW DOWN

VAILS GATE BUSINESS CENTER, L.L.C.

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

VAILS GATE BUSINESS CENTER, L.L.C.

SECOND: The county within this state in which the office of the limited liability company is to be located is Orange.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is Corporation Service Company, 80 State Street, Albany, New York 12207.

FOURTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is Corporation Service Company, 80 State Street, Albany, New York 12207.

  
(signature)

Dolores Burton, Organizer  
(name and capacity of signer)



September xx, 2018

VIA CERTIFIED MAIL

Mr. Richard Randazzo  
Town Supervisor  
Town of Cornwall  
183 Main Street  
Cornwall, NY 12518

Dear Mr. Randazzo:

Re: Notice to Municipality of Environmental Easement  
Tarkett Site (Former Vails Gate Manufacturing)  
DEC Facility No.: 336065  
Our File No.: 3339.18639

Enclosed please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on [DATE EASEMENT GRANTED] by Vails Gate Business Center, LLC, for property located at Section 4, Block 3, Lot 11, Tax Map No. 4, of the Town of Cornwall, NY, and Section 69, Block 4, Lot 3, Tax Map No. 69 of the Town of New Windsor, NY. Please note that the easement exists entirely on the parcel located in the Town of Cornwall, NY. The DEC Site Number for this property is 336065.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan, which is incorporated into the Environmental Easement. The Environmental Easement also restricts the use of groundwater as a source of potable or process water without necessary water quality treatment as determined by the New York State Department of Health or the Orange County Department of Health. Department approval is required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

July 16, 2018  
Page 2

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at <http://www.dec.ny.gov/chemical/36045.html>.

Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

John T. Kolaga

Enclosure

September xx, 2018

VIA CERTIFIED MAIL

Mr. George A. Green  
Town Supervisor  
Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

Dear Mr. Green:

Re: Notice to Municipality of Environmental Easement  
Tarkett Site (Former Vails Gate Manufacturing)  
DEC Facility No.: 336065  
Our File No.: 3339.18639

Enclosed please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on [DATE EASEMENT GRANTED] by Vails Gate Business Center, LLC, for property located at Section 69, Block 4, Lot 3, Tax Map No. 69 of the Town of New Windsor, NY, and Section 4, Block 3, Lot 11, Tax Map No. 4, of the Town of Cornwall, NY. Please note that the easement exists entirely on the parcel located in the Town of Cornwall, NY. The DEC Site Number for this property is 336065.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan, which is incorporated into the Environmental Easement. The Environmental Easement also restricts the use of groundwater as a source of potable or process water without necessary water quality treatment as determined by the New York State Department of Health or the Orange County Department of Health. Department approval is required prior to any groundwater use.

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July 16, 2018  
Page 2

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Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

John T. Kolaga

Enclosure



**ENVIRONMENTAL EASEMENT  
CHECKLIST/CERTIFICATION  
SITE No. 336065**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

**1) Special Circumstances**

The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed  Yes  No

The property in the Brownfield Cleanup Agreement includes lands under water  
 Yes  No

The property has multiple owners  Yes  No

If you answered "Yes" to any of these items, contact the Department's Environmental Easement contact person for a determination as to whether further title work is necessary.

**2) Verification of ownership of the property**

- Submit documentation (such as a corporate resolution) that the signatory on the easement has authority to sign the Easement
- Ownership of the property matches the current deed.
- Verification reviewed and included for authority to sign Easement.
- Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
  - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
  - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
  - trusts: trust agreement, affidavit of no change in the trust; and
  - estates: estate letters, powers of attorney.

**3) Verification of Property Subject to Easement**

- Description of the property for the Easement and DEC Agreement/Order/SAC matches description of property in the deed (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy).
- The Tax Map identifier (SBL) matches on all documents.

#### 4) Survey Review

- Survey includes metes and bounds description.
- Survey includes a graphic scale.
- Survey includes Tax Map Section, Block and Lot.
- Survey includes physical address and is consistent with the DEC Agreement/Order/SAC.
- The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- Diagrams must be accurately presented.
- The point of beginning of the legal description must be shown.
- The legal description must be correct.
- The legal description must state the acreage.
- If the deed(s) description differs from the measured bearings/angles/distances, both must be indicated on the survey.
- The survey must show the location of all buildings/monuments/overlaps/encroachments upon the surveyed property with their locations defined by measurement perpendicular to the nearest perimeter boundaries.
- The survey must depict the location of visible improvements within five feet of each side of boundary lines.
- The survey must show ponds, lakes, springs, rivers or a natural water boundary bordering on or running through the surveyed property; the survey must measure the location of the natural water boundary and note on the survey the date of the measurement.
- The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage, and include the following sentence: *"This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at [derweb@dec.ny.gov](mailto:derweb@dec.ny.gov)".* This reference must be located on the face of the survey and be in at least 15-point type.
- If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet.

- In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
- A "D" sized copy (24" x 36") of the final signed, stamped map
  - A 600 DPI scan of the final signed, stamped map
  - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

#### **5) Submissions**

- The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

#### **PLEASE READ THE FOLLOWING CAREFULLY**


The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

**Statement of Certification and Signatures**

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

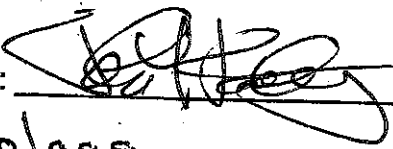
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: July 9, 2018 Signature: 

Print Name: SOUHA AZAR

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for Parkett, Inc. (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: 7/10/18 Signature: 

Print Name: John T. Kolaga

Attachment

## Attachment A

**Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:**

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

**Hard copy submission shall be sent to:**

Bradford Burns, Esq.  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, NY 12233-1500

**ENVIRONMENTAL EASEMENT  
CHECKLIST/CERTIFICATION  
SITE No. 336065**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

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The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed  Yes  No

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- Survey includes metes and bounds description.
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- The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
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## 5) Submissions

- The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

### **PLEASE READ THE FOLLOWING CAREFULLY**

The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.



**Statement of Certification and Signatures**

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

*Property Owner*  
1) By Remedial Party:

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 further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: 10/1/18 Signature: *Jeffrey Kessler*

Print Name: *Jeffrey Kessler*

*Property Owner's*  
2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for *Vault Gate Business Center, LLC* (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: 10/4/18 Signature: *Danielle Corina*

Print Name: *Danielle Corina*

Attachment

## Attachment A

### **Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:**

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

### **Hard copy submission shall be sent to:**

Bradford Burns, Esq.  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, NY 12233-1500



# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor) Vails Gate Business Center, L.L.C. Mailing address 460 Getty Avenue City State ZIP code Clifton NJ 07011 Single member's name if grantor is a single member LLC (see instructions)	Social security number  Social security number  Federal EIN  Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee) Vails Gate Manufacturing, LLC Mailing address 1073 Route 94 City State ZIP code Vails Gate NY 12584 Single member's name if grantee is a single member LLC (see instructions)	Social security number  Social security number  Federal EIN  Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
4-4-11 69-4-3	332489 334800	12-15 Tarkett Dr. 1073 Route 94	Cornwall New Windsor	Orange

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; width: 100%;"> <tr> <td style="width: 33%; text-align: center;"> </td> <td style="width: 33%; text-align: center;"> </td> <td style="width: 33%; text-align: center;">2018</td> </tr> <tr> <td style="text-align: center; font-size: small;">month</td> <td style="text-align: center; font-size: small;">day</td> <td style="text-align: center; font-size: small;">year</td> </tr> </table>			2018	month	day	year	Percentage of real property conveyed which is residential real property _____% <i>(see instructions)</i>
		2018							
month	day	year							

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest  b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)  c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)  d. <input type="checkbox"/> Conveyance to cooperative housing corporation  e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)  g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)  h. <input type="checkbox"/> Conveyance of cooperative apartment(s)  i. <input type="checkbox"/> Syndication  j. <input type="checkbox"/> Conveyance of air rights or development rights  k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender  m. <input type="checkbox"/> Leasehold assignment or surrender  n. <input type="checkbox"/> Leasehold grant  o. <input checked="" type="checkbox"/> Conveyance of an easement  p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)  q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state  r. <input type="checkbox"/> Conveyance pursuant to divorce or separation  s. <input type="checkbox"/> Other (describe) _____
--	--	---

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part I – Computation of tax due**

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

1.	1	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
6.	0	00

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

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

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

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)**

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

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

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

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

Other (attach detailed explanation).

- 3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance.**)

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

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature Jeffrey Kessler	Manager Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**APPENDIX C**  
**CAMP Field Data Sheets and Air Monitoring**  
**Data**

**APPENDIX D**  
**Photo Log**





Photograph No. 1: AOC-6, near loading dock at Solar City Unit 4 and 5 warehouse.



Photograph No. 2: AOC-6 bioremediation application work area.



Photograph No. 3: Injecting bioremediation solution at IP2. Purple painted lines indicate location of subsurface anomalies.



Photograph No. 4: Injecting bioremediation solution at IP4. Monitoring well MW-5A/AR north of IP 4 in photo.



Photograph No. 5: Mixing 3D ME and HRC Regeneration solutions prior to injection.



Photograph No. 6: Loading area after completion of bioremediation injection activities. White points indicate injection locations.

**APPENDIX E**  
**Analytical Laboratory Data**

**APPENDIX F**  
**DUSRs For All Endpoint Samples**