

IN THE MATTER OF THE DEVELOPMENT AND
IMPLEMENTATION OF A REMEDIAL PROGRAM FOR
AN INACTIVE HAZARDOUS WASTE DISPOSAL SITE,
UNDER ARTICLE 27, TITLE 13, AND ARTICLE 71,
TITLE 27 OF THE ENVIRONMENTAL CONSERVATION
LAW OF THE STATE OF NEW YORK BY KORKAY, INC.
RESPONDENT.

AFFIDAVIT

Index No.:

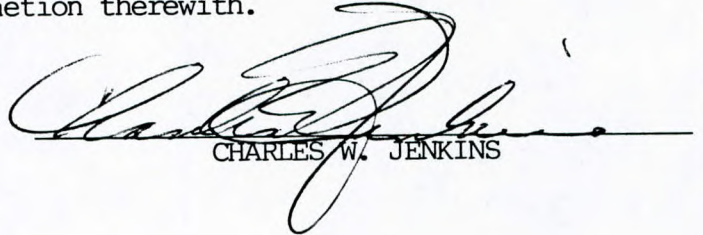
STATE OF NEW YORK)
COUNTY OF FULTON) ss.:

CHARLES W. JENKINS, being duly sworn, deposes and says that:

1. I am an attorney duly licensed to practice law in the State of New York and maintain an office for my profession at 32 Spring Street, Gloversville, New York 12078 and represent Korkay, Inc. in the above entitled proceeding.
2. Attached hereto and made a part hereof as Exhibit "A" is a photocopy of a Warranty Deed conveying property in the Village of Broadalbin, County of Fulton, State of New York, to Perma Glaze Chemical Corporation.
3. This is the property on which the New York State Department of Environmental Conservation claim an inactive hazardous waste site was created by Korkay, Inc.
4. This deed conclusively establishes that Perma Glaze Chemical Corporation is the sole owner of this property and Korkay, Inc. had no control over or interest in it nor the manner in which it was used and maintained. Therefore, it could not be responsible for the causing of a hazardous waste condition.
5. Furthermore, Korkay, Inc. is engaged solely in the business of selling and marketing products used in the automotive, janitorial and industrial businesses and trades. It is not authorized by its Certificate of Incorporation and does not and never has manufactured or produced any product whatsoever.
6. Since 1970, Korkay, Inc. has occupied a small portion of the premises owned by Perma Glaze Chemical Corporation as office space for the purpose of carrying on its sales and marketing business.

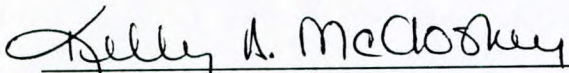
7. As such tenant, it could not and never did have any part in the causing of an alleged hazardous waste site.

8. Korkay, Inc. purchased the entire production of Perma Glaze Chemical Corporation, but had nothing whatsoever to do with the processes it used in manufacturing its finished products nor with the purchase of the chemicals and supplies which it used in connection therewith.



CHARLES W. JENKINS

Subscribed and sworn to before me
this 20 day of May, 1992.



Kelly A. McCloskey
NOTARY PUBLIC

KELLY A. MC CLOSKEY
NOTARY PUBLIC IN STATE OF N. Y.
FULTON COUNTY 4950342
COMMISSION EXPIRES DEC. 26, 1993

LIBER 515 PAGE 235

This Indenture,

Made the ^{31st} day of ~~March~~ ^{SEVENTY} Nineteen Hundred and Sixty-Nine
Between KALDAR, INC., a Corporation organized under the Laws of the State of New York, having its principal office and place of business at 251 North Comrie Avenue in the City of Johnstown, County of Fulton and State of New York,

party of the first part, and
PERMA GLAZE CHEMICAL CORPORATION, a Corporation organized under the Laws of the State of New York, having its principal office and place of business at 251 North Comrie Avenue in the City of Johnstown, County of Fulton and State of New York,

party of the second part,
Witnesseth that the party of the first part, in consideration of Dollar (\$) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Broadalbin, County of Fulton and State of New York, bounded and described as follows:

PARCEL NO. 1.

Beginning at an iron post on Main Street, 640 feet westerly from the inside of the sidewalk on First Avenue, in the Village of Broadalbin, County of Fulton and State of New York; running thence north 11° 10' west, to an iron post, and continuing thence northerly to an iron post which is 222 feet more or less northerly from the iron post on Main Street heretofore mentioned; running thence in a westerly direction along the lands now or formerly belonging to the Estate of George W. Hughest, deceased; running thence in a southerly direction along the lands formerly owned by William Kennedy, now or formerly owned by Etta Perkins; and running thence in an easterly direction along Main Street in said Village to the first mentioned iron post and point and place of beginning.

PARCEL NO. 2.

COMMENCING at a point on the northerly side of West Main Street in said Village at a point approximately 640 feet westerly from the inside of the sidewalk on First Avenue in said Village; running thence Northeasterly, along the east line of lands now owned or supposed to be by Crossley Glove Co., Inc., a distance of approximately 250 feet to the south line of lands of E. C. and K. Tanner; running thence EASTERLY along the south line of land of said E. C. and K. Tanner a distance of approximately 90 feet to the west line of the lands now owned or supposed to be by the First Presbyterian Church of Broadalbin, New York; running thence SOUTHEASTERLY along the westerly line of lands of said First Presbyterian Church a distance of approximately 250 feet to the north line of West Main Street in said Village; running thence WESTERLY along the north line of West Main Street a distance of approximately 120 feet to the point and place of beginning, together with dwelling-house thereon.

All measurements in the above description being the same more or less.
Being the same premises conveyed to Kaldar, Inc. by Warranty Deed from M & W Glove Corp., formerly known as Crossley Glove Co., Inc. dated May 26, 1969, and recorded May 27, 1969, in the Fulton County Clerk's Office in Book 502 of Deeds at Page 1129.

The actual consideration for this conveyance is less than One Hundred Dollars (\$100.00).

This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by HARRY POZEFSKY

which mortgage was recorded in the Fulton County Clerk's office, on the 27th day of May, 1969, in Book 442 of Mortgages at page 291, on which there is an unpaid principal of Eleven Thousand Four Hundred Thirty-Five and 79/100-----Dollars, (\$ 11,439.79 -----), with interest from May 26, 1969, at the rate of six (6) per cent per annum, which said mortgage debt the party of the second part hereby assumes and agrees to pay, as part of the purchase price of the above described premises, and the party of the second part hereby executes and acknowledges this Instrument for the purpose of complying with the provisions of Chapter 502 of the Laws of 1938.

LIBER 515 PART 233

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And said party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That said party of the first part will forever Warrant the title to said premises.

Third, Subject to the trust fund provisions of section thirteen of the lien law.

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

In Presence of

KALDAR, INC.

By: Robert G. Brown, Pres.

PERMA GLAZE CHEMICAL CORPORATION

By: John P. Klinc, pres.



RECORDED

OCT 4 10 5 AM '71
COUNTY CLERK'S OFFICE
FULTON COUNTY

State of New York }
County of FULTON } ss.

On this 20th day of July
Nineteen Hundred and

before me, the subscriber, personally appeared

Robert G. Brown

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

John P. Klinc
Notary Public
State of New York
My Comm. Expires 12/31/71

State of New York }
County of } ss.

On this
Nineteen Hundred and

before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

0 0 7 2 3 2
FULTON COUNTY
REAL ESTATE TRANSFER TAX
STATE OF NEW YORK
Depl. of Taxation OCT-4'71
& Finance NO. 10991
00.00

LIBER 515 PAGE 240

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

On this 20th day of July Nineteen Hundred and Seventy, before me personally came ROBERT G. BROWN, to me personally known, who, being by me duly sworn, did depose and say that he resides at Mayfield, R.D., New York; that he is the President of KALDAR, INC., the Corporation described in, and which executed, the within Instrument; that he knows the Seal of said Corporation; that the Seal affixed to said Instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Harry Pozefsky
HARRY POZEFSKY
Notary Public for the State of New York
Fulton County
My commission expires March 20 1971

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

On this 4 day of August, Nineteen Hundred and Seventy, before me personally came JOHN P. KLINE, to me personally known, who, being by me duly sworn, did depose and say that he resides at R. D. Johnstown, New Yrk; that he is the President of PERMA GLAZE CHEMICAL CORPORATION, the Corporation described in, and which executed, the within Instrument; that he knows the Seal of said Corporation; that the Seal affixed to said Instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Joseph P. Wilton

WARRANTY WITH MORTGAGE AND LIEN COVENANTS



KALDAR, INC.

TO

PERMA GLAZE CHEMICAL CORPORATION

Dated, _____ 1969.

STATE OF NEW YORK
FULTON COUNTY

Recorded on the 4 day

of August 1971 at 12:57

o'clock PM in Book 515

of Deeds at page 838 and

examined.

Helen S. ...
CLERK

H.P.P.
HARRY POZEFSKY
ATTORNEY AT LAW
30 SOUTH MAIN STREET
GLOVERSVILLE, NEW YORK