



Steven M. Neuhaus
County Executive

Orange County Department of Planning Submittal Form for Mandatory Review of Local Planning Action as per NYS General Municipal Law §239-l,m, & n

Referral ID#: _____
(County use only)

This form is to be completed by the local board having jurisdiction. Submittals from applicants will not be accepted unless coordinated with both the local board having jurisdiction and the County Department of Planning.

Please include all materials that are part of a "full statement" as defined by NYS GML §239-m (i.e. "all materials required by and submitted to the referring body as an application on a proposed action").

Municipality: Town of Newburgh

Local Referring Board: Zoning Board of Appeals

Applicant: WCC Tank Technology Inc

Project Name: (2102 Partners LLC)

Location of Project Site: 2102 Route 300

Tax Map #: 3-1-21.61

Tax Map #: 3-1-21.31

Tax Map #: _____

Local File No.: _____

Size of Parcel*: 6.5 Acres
*if more than one parcel, please include sum of all parcels.

Current Zoning District (include any overlays): AIR

Reason for County Review: ON NYS Route 300

Type of Review:

Comprehensive Plan Update/Adoption

Zoning Amendment

Zoning District Change from _____ to _____

Ordinance Modification (cite section): _____

Local Law

Site Plan

Sq. feet proposed (non-residential only): _____

Subdivision

Which approval is the applicant currently seeking? SKETCH / PRELIM / FINAL (circle one)

Number of lots proposed: _____

Which approval is the applicant currently seeking? SKETCH / PRELIM / FINAL (circle one)

Special Use Permit

Lot Line Change

Variance

AREA USE (circle one) - Alternative to Interpretations Requested to Change of the existing permitted Tank

Other Repair use on property to extend to use and parking of WCC Hydrozone Trucks

Is this an update to a previously submitted referral? YES / NO (circle one) Trucks

Local board comments or elaboration:

[Signature] 4/5/18
Signature of local official Date

Chairperson,
Zoning Board of Appeals
Title

Municipal Contact Phone Number: 845-566-4901

If you would like the applicant to be cc'd on this letter, please provide the applicant's address:

Please return, along with full statement, to: Orange County Dept. of Planning 124 Main St. Goshen, NY 10924
Question or comments, call: 845-615-3840 or email: planning@orangecountygov.com

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Lisa M. Card
Alana R. Bartley
Aaron C. Fitch
Emily R. Grandolfo
Judith A. Waye

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation

March 29, 2018

Town of Newburgh ZBA
308 Gardnertown Road
Newburgh, New York 12550

Re: Appeal of WCC Tank Technologies
2102 Route 300, Town of Newburgh
Our Matter ID: 5906-68675

Dear ZBA Members:

This office represents 2102 Partners, LLC ("2102 Partners") and WCC Tank Technology, Inc., ("WCC") in regard to the application submitted herewith seeking an interpretation and/or variance based on the Building Inspector's referral letter of February 1, 2018 and also appealing from the Order to Remedy issued by the Town's Code Enforcement Officer. Copies of the referral letter and Order to Remedy are enclosed.

REQUEST FOR INTERPRETATION

2102 Partners, LLC, owns certain real property located at 2102 Route 300 in the Town of Newburgh. The said property is located in the "Agricultural Residence" ("AR") zoning district. Permitted uses in the AR District are rather limited, consisting mostly of residential uses and agricultural uses with some limited commercial uses such as veterinarian's clinic, commercial kennels and membership clubs.

In 1982, the then-owner of WCC (William C. Conklin) applied for a use variance to establish a commercial "tank lining" business on the 2102 Route 300 property. By Decision dated March 11, 1982, a copy of which is enclosed, the ZBA granted WCC's application. Since that time, WCC has continuously operated its commercial tank lining business on the property.

As I'm sure the ZBA is aware, under the Town Code there are significant restrictions on expansion of legal nonconforming uses. However, the Town Code defines "nonconforming use" as:

"A use or building, whether of a building or land or both, which does not conform to the requirements respecting permitted uses or coverage as set forth in this chapter for the district in which it is situated *but which lawfully existed prior to the enactment of a zoning law or any revision or amendment thereto which would prohibit the use* and which is maintained after the effective date thereof although it does not conform to the use or coverage regulations of the district in which it is located." (Emphasis added).

Importantly, the Town Code's definition of nonconforming use does not include uses for which a use variance has been granted.

Thus, the Town of Newburgh Code falls within the general rule that when a use variance is granted the new use approved for the property is deemed to be a *legal conforming use*, and not a legal nonconforming use. This means that when a use a variance is granted the new use can legally be expanded without any additional variances. Angel Plants, Inc. v. Schoenfeld, 154 A.D.2d 459, 460, 546 N.Y.S.2d 112 (2nd Dept. 1989). Of course, any such enlargement of the use would remain subject to any conditions expressly imposed in the resolution granting the use variance. Scarsdale Shopping Center Associates, LLC v. Board of Appeals on Zoning for City of New Rochelle, 64 A.D.3d 604, 882 N.Y.S.2d 308 (2nd Dept. 2009). Further, if the expanded use does not comply with the Town's Bulk Requirements all that is required is an area variance, not a use variance. Id.

The case of Angel Plants, Inc. v. Schoenfeld, 154 A.D.2d 459, 460, 546 N.Y.S.2d 112 (2nd Dept. 1989), a copy of which is enclosed, is illustrative of the status of WCC's tank lining business on 2102 Partners' property. In the Angel Plants case the Town of Huntington ZBA granted a use variance for operation of its wholesale nursery facility in a residentially zoned district. Several years later the property owner applied for a building permit to expand the nursery facility, and Town Building Inspector denied the application on the grounds that a use variance was necessary to expand the nonconforming business. The property owner appealed to the ZBA, which treated the petitioner's appeal from the denial of a building permit as an application for a use variance and denied it. The property owner then brought an Article 78 proceeding challenging the ZBA's decision, and the court annulled the ZBA's decision, stating:

"[U]nder the Huntington Town Code which defines a nonconforming use as a use in existence at the time of the enactment of that code, the petitioner's use is not nonconforming (see, Huntington Town Code § 198-2). It should be noted that a building constructed under a variance is not a nonconforming use within the meaning of ordinances limiting nonconforming buildings and uses. Hence, a building which does not conform to the use restrictions of the area in which it is located, but which was constructed pursuant to a variance, may be altered without regard to limitations on the alteration of nonconforming buildings...."

Under this authority, the appellant applied an incorrect standard in finding that it was necessary for the petitioner to apply for a further use variance in order to expand its business premises which already had the benefit of a use variance. Accordingly, the Supreme Court did not err in annulling that determination. We note that the petitioner requires no further use variance and the appellant's jurisdiction is limited to the area variances, if any, sought by the petitioner."

The ZBA's 1982 decision specifically noted (at paragraph "2") that the use of the property included "parking for a variety of motor vehicles", and the conditions imposed by the ZBA did not include any limitation on parking for vehicles used in WCC's business. Moreover, the ZBA's 1982 decision allowed for expansion of WCC's business in that term #3 stated that the proposed pole barn housing the use "*may be increased if needed by the applicant.*" From the time that the ZBA's decision was issued to date, WCC has used the property at 2102 Route 300 as the site of its tank lining business, including parking of vehicles used in the business.

In approximately 2015, 2102 Partners allowed a company called "Hydrovac", which is related to but separate from WCC, operate on the property at 2102 Route 300. Hydrovac is a specialized excavation business, which uses trucks with water powered excavation apparatus to remove soil (i.e., to "dig") in areas where it would be difficult or dangerous to excavate using traditional mechanical equipment (e.g., using a backhoe near water, sewer or gas lines).

In performing its excavation work, Hydrovac uses freightliner trucks on the back of which is mounted Hydrovac apparatus. Significantly, these trucks are also used in WCC's business to excavate the tanks upon which WCC is performing work. Unlike traditional excavation equipment, Hydrovac trucks do not damage the tanks or the associated lines. In point of fact, WCC owns or leases four (4) of the Hydrovac trucks currently on the property at 2102 Route 300; copies of title and/or lease papers for the vehicles (which are identified by VIN number) are submitted herewith. In addition to using these trucks in its own business, WCC periodically lends them the Hydrovac but, nevertheless, the vehicles are the property of WCC and are used in WCC's business.

In 2017, based, apparently, on the complaint of one of WCC's neighbors, the Town Building Department applied to the ZBA for an interpretation regarding the scope and extent of the 1982 use variance that had been granted to WCC. By decision dated April 3, 2017, a copy of which is enclosed, the ZBA found:

- That the March 1982 use variance authorized use of the property "for and in support of underground and aboveground fuel storage tank excavation."
- That the March 1982 use variance authorized use of the property "for and in support of outdoor parking of pickup truck(s) operated by a business", but the ZBA had insufficient evidence to make a determination if the variance allowed "outdoor parking of semi-truck(s) and trailer(s) operated by a business."
- That the March 1982 use variance did not authorized use of the property for the Hydrovac business.
- That the March 1982 use variance did not authorized use of the property parking of a 2004-freightliner truck(s) on which is mounted a Hydrovac device (although the decision is unclear as to whether it is referencing only parking of vehicles not used in WCC's business or including such vehicles even if used in in WCC's business).

Upon receipt of the ZBA's decision, WCC submitted an application to the Town Building Department for a building permit for a garage on the property to house the four (4) "Hydrovac" trucks used in the operation of WCC's business. After discussing the matter with WCC, the Town Building Inspector referred WCC to the ZBA for an interpretation as to whether the 1982 use variance extends to indoor storage of so-called "Hydrovac" trucks used by WCC in its business. Accordingly, WCC has submitted this application for an interpretation that use and proposed indoor parking of so-called "Hydrovac" trucks used by WCC Tank Technology in its business is permitted under the 1982 variance as a legally permitted expansion of the existing business and, therefore, a building permit should be issued for the new garage.

REQUEST FOR VARIANCE

Hydrovac is removing itself from the property at 2102 Route 300. The two Hydrovac trucks it owns will no longer be parked at the 2102 Route 300 property. The "Hydrovac" sign is being removed from the property and Hydrovac is establishing a separate business address elsewhere. It already has a telephone number separate from WCC. Only WCC's use will be left on the property.

However, WCC proposes to use its four Hydrovac trucks for excavation work on projects other than tanks. It may, in addition, from time to time lease or lend the trucks to Hydrovac for off-site use. In WCC's view, this is not a change in the existing use on the property but, rather, merely a legally permitted expansion of the existing use. If, for example, WCC had a backhoe that it used to excavate tanks, it would not constitute a change in use if WCC periodically lent or leased its backhoe to third parties. Further, if WCC used its backhoe to excavate trenches or foundations instead of exclusively tanks it would not constitute a change in the use of the property. So, too, if WCC lends or leases its Hydrovac trucks to third parties or uses them for excavation work other than tanks it is not a change of use of the property.

Unfortunately, the Town Building Inspector does not agree with WCC on this point, as a result of which the above-referenced application for an interpretation has been submitted. If the ZBA agrees with the Building Inspector in regard to the interpretation of WCC's use of the property, then WCC requests that the ZBA grant a use variance permitting a change the existing permitted tank repair use on the property to extend to use and parking of WCC's Hydrovac trucks.

In regard to the criteria for grant of a use variance:

The 1982 decision by the ZBA conclusively established that the property at 2102 Route 300 cannot yield a reasonable return for uses permitted in the AR District. See American Red Cross, Tompkins County Chapter v. Board of Zoning Appeals of City of Ithaca, 161 A.D.2d 878, 555 N.Y.S.2d 923 (3rd Dept. 1990). This is, of course, is even more evident now that the property has been developed with commercial buildings. Further, as will be more fully discussed and shown at the public hearing on this appeal, WCC's tank lining repair business is no longer

financially viable as a stand-alone business. Natural growth in the tank repair industry calls for expansion into related areas, such as the specialized excavation work performed with Hydrovac trucks.

Likewise, the situation of WCC and the subject property is unique by virtue of the use variance granted in the 1980's and the longstanding commercial use of the land for the specialized tank liner repair business.

The requested variance will not alter the essential character of the neighborhood because the proposed expansion/change of use will consist of nothing more than constructing the garage to house WCC's Hydrovac trucks. No other on-site changes or operations are proposed.

Lastly, the hardship herein is not self-created as is purely a result of changes in the economy and the industry as a whole over time.

APPEAL FROM ORDER TO REMEDY

On or about March 16, 2018, the Town Code Enforcement Officer issued a Notice To Remedy, a copy of which is enclosed, to 2102 Partners directing that the operation of Hydrovac and the "parking of vehicles" cease at the 2102 Route 300. Particularly, the Notice To Remedy asserts that the operation of Hydrovac and the "parking of vehicles" constitutes a change in use of the property beyond that allowed by the Town Code or authorized by the 1982 use variance (in fact, it appears from the Order to Remedy that the Code Enforcement Officer's decision was based upon the misapprehension that WCC's business is a pre-existing legal nonconforming use rather than a legal *conforming* use under the 1982 use variance).

As was discussed above, use of the property for parking of WCC's trucks used in WCC's business is legally permitted and does not constitute expansion of a legal nonconforming use. As such, the ZBA should reverse the Code Enforcement Officer's issuance of the Order To Remedy. In the alternative, the ZBA should grant the requested use variance which would also serve to resolve the Order to Remedy.

Very truly yours,


STEPHEN J. GABA

SJG/ev/640859
Enclosures



TOWN OF NEWBURGH

Crossroads of the Northeast

ZONING BOARD OF APPEALS
OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

APPLICATION

OFFICE OF ZONING BOARD
(845) 566-4901

DATED: March 29, 2018

TO: **THE ZONING BOARD OF APPEALS**
THE TOWN OF NEWBURGH, NEW YORK 12550

I (WE) WCC Tank Technology, Inc. PRESENTLY

RESIDING AT NUMBER 2102 Route 300, Wallkill, New York 12589

TELEPHONE NUMBER 845-561-0550, (Drake Loeb PLLC, attorneys)

HEREBY MAKE APPLICATION TO THE ZONING BOARD OF APPEALS FOR THE FOLLOWING:

- A USE VARIANCE (In the alternative)
- AN AREA VARIANCE
- INTERPRETATION OF THE ORDINANCE
- SPECIAL PERMIT

1. LOCATION OF THE PROPERTY:

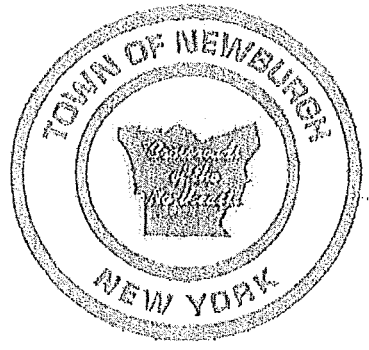
3-1-21.61 and 3-1-21.31 (TAX MAP DESIGNATION)

2102 Route 300, Wallkill, NY 12589 (STREET ADDRESS)

Agricultural Residence ("AR") (ZONING DISTRICT)

2. PROVISION OF THE ZONING LAW APPLICABLE, (INDICATE THE SECTION AND SUBSECTION OF THE ZONING LAW APPLICABLE BY NUMBER; DO NOT QUOTE THE LAW).

185-Attachment 6- Table of Use Requirements AR District



TOWN OF NEWBURGH

Crossroads of the Northeast

ZONING BOARD OF APPEALS
OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

3. IF VARIANCE TO THE ZONING LAW IS REQUESTED:

- a) APPEAL IS MADE FROM DISAPPROVAL BY THE TOWN BUILDING INSPECTOR OR BUILDING PERMIT APPLICATION. SEE ACCOMPANYING NOTICE DATED: February 1, 2018
- b) OR DENIAL (REFERRAL) BY THE PLANNING BOARD OF THE TOWN OF NEWBURGH OF AN APPLICATION TO THE BOARD, SEE ACCOMPANYING NOTICE DATED: _____

4. DESCRIPTION OF VARIANCE SOUGHT: Please see attached.

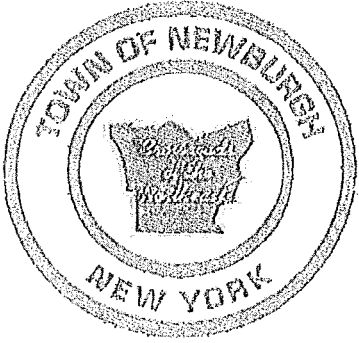
5. IF A USE VARIANCE IS REQUESTED: STRICT APPLICATION OF THE ZONING LAW WOULD PRODUCE UNNECESSARY HARDSHIP IN THAT:

- a) UNDER APPLICABLE ZONING REGULATIONS THE APPLICANT IS DEPRIVED OF ALL ECONOMIC USE OR BENEFIT FROM THE PROPERTY IN QUESTION BECAUSE:
Please see attached.

(ATTACH WITH THIS APPLICATION COMPETENT FINANCIAL EVIDENCE ESTABLISHING SUCH DEPRIVATION)

- b) THE HARDSHIP IS UNIQUE AND DOES NOT APPLY TO A SUBSTANTIAL PORTION OF THE DISTRICT OR NEIGHBORHOOD BECAUSE:
Please see attached.

- c) THE VARIANCE WOULD NOT ALTER THE ESSENTIAL CHARACTER OF THE NEIGHBORHOOD BECAUSE:
Please see attached.



TOWN OF NEWBURGH

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ZONING BOARD OF APPEALS

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

d) THE HARDSHIP HAS NOT BEEN SELF-CREATED BECAUSE:
Please see attached.

6. IF AN AREA VARIANCE IS REQUESTED:

a) THE VARIANCE WILL NOT PRODUCE AN UNDESIRABLE CHANGE IN THE CHARACTER OF THE NEIGHBORHOOD OR A DETRIMENT TO NEARBY PROPERTIES BECAUSE:

b) THE BENEFIT SOUGHT BY THE APPLICANT CAN NOT BE ACHIEVED BY SOME METHOD, FEASIBLE FOR THE APPLICANT TO PURSUE, OTHER THAN AN AREA VARIANCE, BECAUSE:

c) THE REQUESTED AREA VARIANCE IS NOT SUBSTANTIAL BECAUSE:

d) THE PROPOSED VARIANCE WILL NOT HAVE AN ADVERSE EFFECT OR IMPACT ON THE PHYSICAL OR ENVIRONMENTAL CONDITIONS IN THE NEIGHBORHOOD OR DISTRICT BECAUSE:

e) THE HARDSHIP HAS NOT BEEN SELF CREATED BECAUSE:



TOWN OF NEWBURGH

Crossroads of the Northeast

ZONING BOARD OF APPEALS
OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

OFFICE OF ZONING BOARD
(845) 566-4901

7. ADDITIONAL REASONS (IF PERTINENT):

Please see attached.

PETITIONER (S) SIGNATURE
WCC Tank Technology, Inc.

By: Ira Conklin

STATE OF NEW YORK: COUNTY OF ORANGE:

SWORN TO THIS 29th DAY OF March 20 18

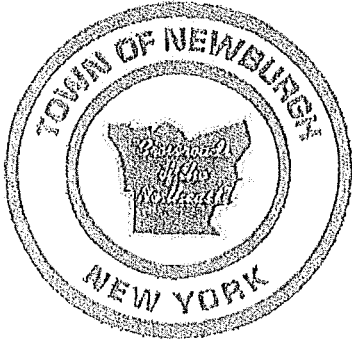
NOTARY PUBLIC

EMILY R. GRANDOLFO
Notary Public, State of New York
Qualified in Sullivan County
No. 02GR6348075
Commission Expires September 19, 2020

NOTE: NYS GML Section 239-m (3) for proposed actions that are within 500 feet of the properties or thresholds listed in the statute the Zoning Board of Appeals is required to send a copy of the complete application to the Orange County Department of Planning to be reviewed prior to Zoning Board of Appeals decision. And also NYS GML Section 239-NN requires notification for any proposed actions, to the Municipal Clerk, within 500 feet of the Border of that adjoining County, Town or City.

(ALL MATERIALS REGARDING THE APPLICATION MUST BE SUBMITTED TO THE ZONING BOARD OFFICE FOR REVIEW NO LATER THAN 10 DAYS PRIOR TO THE HEARING DATE OR THEY MAY NOT BE CONSIDERED THE NIGHT OF THE MEETING).

(NOTE: BOARD MEMBERS MAKE SITE VISITS TO ALL THE PROPERTIES)



TOWN OF NEWBURGH

Crossroads of the Northeast

ZONING BOARD OF APPEALS
OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

PROXY

Ira D. Conklin III., DEPOSES AND SAYS THAT

HE/SHE RESIDES AT 443 Jackson Avenue, New Windsor, NY 12553

IN THE COUNTY OF Orange AND STATE OF New York

AND THAT HE/SHE IS THE ~~OWNER IN FEE OF~~ Member of 2102

Partners, LLC, the Owner in Fee of 2102 Route 300, Wallkill, NY 12589

WHICH IS THE PREMISES DESCRIBED IN THE FOREGOING APPLICA-
TION AND THAT HE/SHE HAS AUTHORIZED WCC Tank Technology, Inc. and its attorneys, Drake Leeb PLLC

TO MAKE THE FOREGOING APPLICATION AS DESCRIBED THEREIN.

DATED: 03/28/2018

Ira D. Conklin, III,
OWNER'S SIGNATURE

WITNESS' SIGNATURE

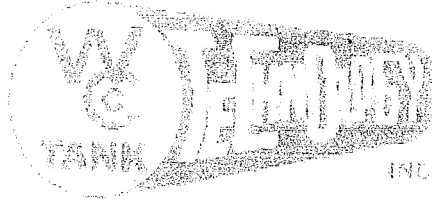
STATE OF NEW YORK: COUNTY OF ORANGE:

SWORN TO THIS 28th DAY OF March 20 18

EMILY R. GRANDOLFO
Notary Public, State of New York
Qualified in Sullivan County
No. 02GR6348075
Commission Expires September 19, 2020

original

WCC TANK TECHNOLOGY, INC



Zoning Board of Appeals
APR 05 2018
Town of Newburgh

P.O. BOX 590 • WALLKILL, NY 12589 • 845-564-9555 • FAX: 845-564-6723

April 4, 2018

Town of Newburgh ZBA
308 Gardnertown Road
Newburgh, New York 12550

Re: Appeal of WCC Tank Technology, Inc.
2102 Route 300, Town of Newburgh

Dear ZBA Members:

As President of WCC Tank Technology, Inc., I hereby authorize Ira Conklin to sign any and all documents related to the applications to the Town of Newburgh Zoning Board of Appeals made by WCC Tank Technology, Inc. for a Use Variance and an Interpretation of the Code. Please accept this letter as authorization for Ira Conklin to act on behalf of the company with regard to the aforementioned applications. Thank you.

Sincerely,

Robert Dietz
President

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

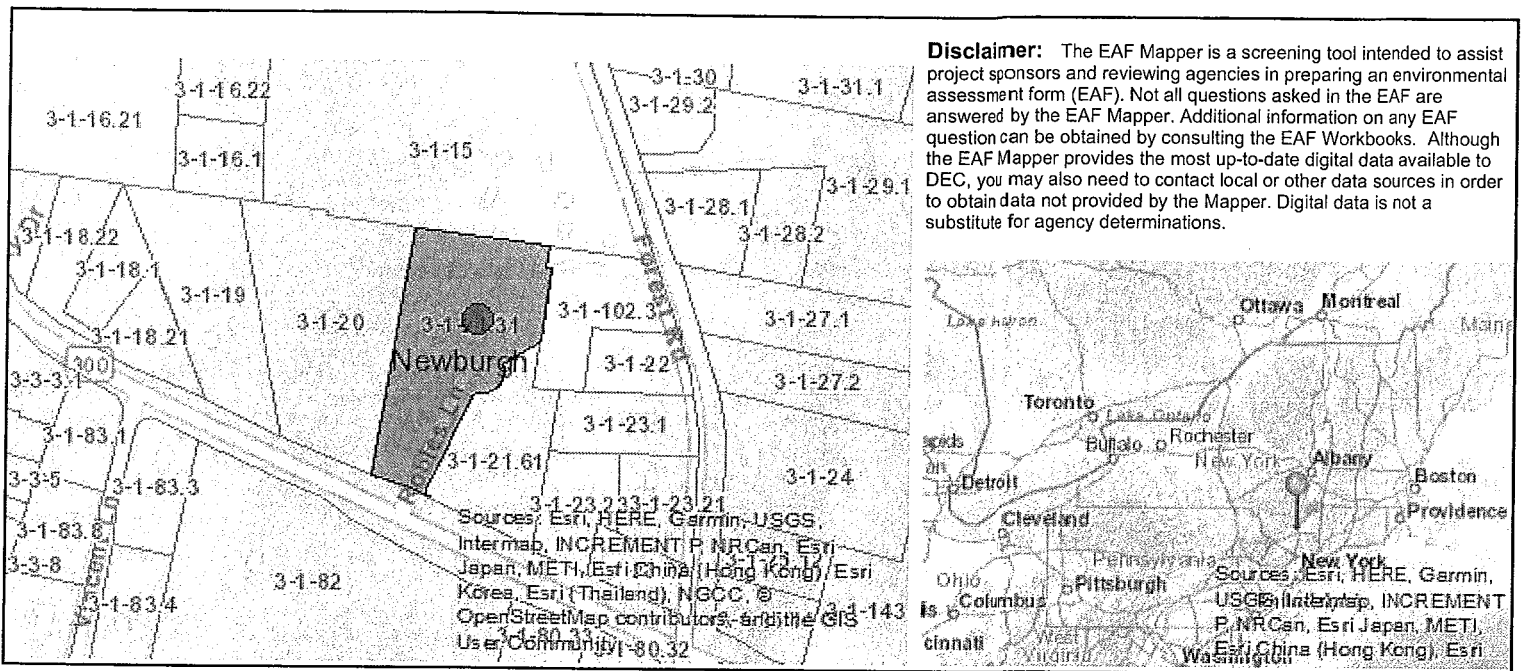
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Garage Addition Plan by WCC Tank Technology, Inc.			
Project Location (describe, and attach a location map): 2102 Rte 300 Newburgh, NY 12550			
Brief Description of Proposed Action: Building expansion consisting of an unheated garage to park work vehicles and equipment.			
Name of Applicant or Sponsor: 2102 Partners, LLC. & WCC Tank Technology, Inc.		Telephone: 845-742-1710	
Address: 2102 Route 300		E-Mail: hydrovacinc@aol.com	
City/PO: Walkill		State: NY	Zip Code: 12589
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Town of Newburgh: Use Variance from the Zoning Board of Appeals and Building Permit			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 4.29 acres			
b. Total acreage to be physically disturbed? _____ 0.08 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 6.53 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Building extension will not produce any need for potable water. The site currently has a private well.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Building extension will not produce any need for wastewater treatment. the site currently has a sewage disposal system.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: <u>2102 Partners, LLC and WCC Tank Technology, Inc.</u> Date: <u>3-28-18</u></p> <p>Signature: <u>[Handwritten Signature]</u></p>		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

TOWN OF NEWBURGH

Crossroads of the Northeast

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

ATTN: MR. IRA CONKLIN
WCC Tank Technology, Inc.
2102 Route 300
Newburgh, New York 12589

February 1st, 2018

Re: Administrative Interpretation and Determination;
Parking and Storage of Trucks with Mounted Hydrovac Devices
Sec-Blk-Lot 3-1-21.31
Address: 2102 Route 300, Wallkill
Owner: 2102 Partners LLC
Applicant: WCC Tank Technology, Inc.

Dear Mr. Conklin,

I am writing in response to your letter of January 19th, 2018 requesting a referral to the Town of Newburgh Zoning Board of Appeals for an interpretation/determination regarding the use of a proposed addition to the existing building at the above referenced premises. A building permit application has been submitted to the Code Compliance Department by Hydrovac Excavating Inc. for the addition. Your request pertains to the issue of whether the parking of trucks with mounted hydrovac equipment would be allowed inside the proposed addition under the Town's Code and the 1982 use variance granted for the use of the premises for a fuel tank lining business.

Pursuant to New York State Town Law Section 267-a, following the filing of an order, requirement, decision, interpretation or determination in the office of the administrative official charged with the enforcement of the zoning local law, an appeal may be taken by filing with the administrative official and with the board of appeals a notice of appeal, specifying the grounds thereof and the relief sought. This letter shall serve as my interpretation and determination on the issue of the parking of trucks with mounted hydrovac equipment on the property in order that you may file an appeal with the Town's Zoning Board of Appeals.

It is my interpretation and determination that both the indoor and outdoor parking of trucks with mounted hydrovac equipment is prohibited at the above referenced property for the following reasons:

Town of Newburgh Zoning Code Section 185-7A provides in pertinent part that:

“No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, moved, altered, rebuilt or enlarged except in conformity with the regulations herein specified for the district in which it is located .”

The subject property is located in the AR Residential District, and its use for a “fuel tank lining business” is pursuant to a use variance granted in 1982. The Town’s Zoning Code permits only certain listed accessory uses, and all other uses are prohibited. The AR District Table of Use and Bulk Requirements – Schedule 2 of the Zoning Code, permits “accessory off street parking as required by the principal use” in the AR District with all permitted uses and uses subject to site plan review by the Planning Board. In certain limited circumstances, such parking may include commercial vehicles (See Code Section 185-13E(3)). As the fuel tank lining business use is neither a permitted use nor one subject to site plan review in the AR District, Section 185-7A’s general prohibition applies to the parking of commercial vehicles in this case, unless the use variance allows it. Accordingly, absent allowance by the use variance for a fuel tank lining business, the parking of trucks with mounted hydrovac devices is prohibited on this property located in the AR Residential District.

The Zoning Board of Appeals’ interpretation decision of April 3, 2017 with regard to its 1982 decision reads, in pertinent part:

“2. Did the March 1982 use variance allow the premises to be Used for and in support of a Hydro-excavation business?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.”

"6. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor parking of semi-truck(s) and trailer(s) operating by a business?

The Board finds that it has insufficient evidence to make a determination if the 1982 use variance authorized the use of the premises for this specific use.

7. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor parking of a 2004-freightliner truck(s) on which is mounted a Hydrovac device?

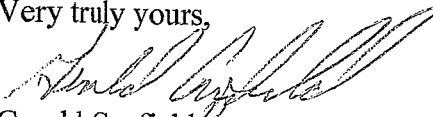
The Board finds that the 1982 use variance did not authorize use of the premises for this specific use."

For purposes of the requested referral, it is my interpretation and determination that parking, storing and "housing" of trucks with mounted hydrovac equipment inside the new building addition will be in support of a hydro-excavation business and is not authorized by the use variance, notwithstanding other potential uses of such vehicles. The Board's determination with regard to outdoor parking logically carries over to indoor parking.

Pursuant to the April 3, 2017 decision of the Zoning Board of Appeals, all use of the subject property for the outdoor parking of trucks with mounted hydrovac devices must cease immediately. I am copying the property owner in order to provide notice to it that all parties must cease and desist such use of the property in violation of the Town's Code.

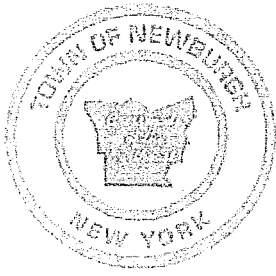
This letter of interpretation and determination is being filed in my Code Compliance Department office pursuant to New York State Town Law Section 267-a(5). As previously advised, you have the right to submit an appeal from it to the Town of Newburgh Zoning Board of Appeals. Town Law Section 267-a(5) provides for a period of 60 days to file an appeal, but I understand from your letter that you will be promptly filing an application seeking an interpretation.

Very truly yours,


Gerald Canfield,
Code Compliance Supervisor

GC/

cc: 2102 Partners LLC
Mark C. Taylor, Attorney for the Town
Drake Loeb, PLLC Attn: Steven Gaba, Esq.



TOWN OF NEWBURGH

-Crossroads of the Northeast-

CODE COMPLIANCE DEPARTMENT
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-564-7601
FAX LINE 845-564-7602

ORDER TO REMEDY

Date: 12/07/2017

2102 Partners LLC
PO BOX 590
Wallkill, NY 12589

SEC-BLK-LOT: 3-1-21.31

COMPLAINT NO: 17-0414

LOCATION: 2102 Rt 300, Wallkill

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above named individual(s) did commit or allowed to exist the following offense:

Expanded an existing business beyond the previously approved use variance issued by the Town of Newburgh Zoning Board of Appeals dated March 11, 1982.

Based upon the following:

In that on 12/07/2017 at 2:00 PM the defendant did:

Operating a Hydro-Vac business and parking of vehicles at this location

Which is in violation of:

Town of Newburgh Municipal Code/Chapter 185 - Zoning/Article VIII - Board of Appeals/185-54 Powers and Duties/185-54-U-3

Which provides as follows:

Preexisting uses deemed to be conforming. Any lawful use existing at the time of the effective date of this chapter or any amendment thereof which, if newly created under this chapter, would require a special permit in the district in which it is situated may be continued and shall be deemed to be a conforming use, but any modification, change or extension thereof shall be subject to the granting of a special permit as provided in this chapter.

Which is in violation of:

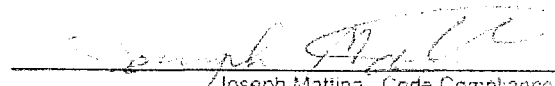
Town of Newburgh Municipal Code Chapter 71 - Building Construction Article III - Building Permits and Certificates of Occupancy
171-8 When Required: 71-8(C) **Which provides as follows:**

C - Change of use or occupancy. No change shall be made in the use or type of occupancy of an existing building or change in the use of land, except to any use which is primarily agricultural, unless a certificate of occupancy authorizing such change in use in conformity with the regulations of all codes, standards, ordinances or laws pertaining to the same shall have been issued by the Building Inspector.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before 4/13/2018

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before 1/26/2018

For the purposes of assessing fines/penalties, your violation shall be deemed to have occurred as of 12/7/2017 1:50:02 PM. Please Note: A violation of the above code provision is punishable by a fine/penalty not to exceed two hundred fifty (\$250.00) or imprisonment for a period not to exceed six (6) months. Each week that a violation continues shall be deemed a separate offense.



Joseph Mattina, Code Compliance Dept

TOWN OF WEBBURGH
ZONING PLANS OF APPEALS

In the Application of

WILLIAM C. CONKLIN,

DECISION AND
RESOLUTION.

The application of WILLIAM C. CONKLIN seeks a use variance to permit the operation of a full tank lining business from premises located off Route 300 at Robles Lane, an AR Zone in the Town of Webburgh.

The applicant having submitted his application with short environmental assessment form annexed, paid the required fee, provided a true copy of the property description, submitted a plot plan and list of property owners within three hundred (300) feet, the matter was noticed for public hearing and notice thereof was mailed by the applicant to said owners and was caused to be published by the Chairman of the Board and forwarded to the Orange County Planning Department for its review, and the hearing being conducted the Board thereupon entered into executive session and by motion duly made, seconded and passed adjourned consideration the application for the purpose of obtaining additional information, data and clarification, the application was then scheduled for the next regular meeting

of the board and the Chairman gave notice of the continuation of the hearing to the adjacent owners entitled to such notice and to such persons as had appeared at the initial hearing, and the adjourned hearing being conducted the Board thereupon entered into executive session and does find as follows:

1. That the procedural requirements of the Law of the State of New York, the zoning ordinance of the Town of Newburgh, and the regulations of this Board have been complied with in all respects.

2. The applicant is the owner of a 5.082 acre parcel and is the purchaser under contract for adjacent lands being an additional 3.4 acres. The parcel is presently improved by the applicant's residence and pool, a structure being approximately 150 foot by 25 foot and being utilized as garage, office and shed, two underground storage tanks, and parking for a variety of motor vehicles. At the time of this application the applicant is in violation of the Ordinance and this Board will not consider any self-imposed hardship that fact may impose.

3. The applicant needs a use variance to permit the operation of applicant's fuel tank lining business from subject parcel, which also contains applicant's residence. Though the actual relining of fuel storage tanks is not done on the premises, all equipment and supplies required for such a service, are kept or stored upon the premises.

4. The applicant seeks specific permission for (1) an underground fuel storage tank of 6000 gal. capacity for deisel fuel, (2) an underground fuel storage tank of 3000 gal. capacity for unleaded gasoline, (3) an underground storage tank of 550 gal. capacity for bulk storage of acetone, (4) a 50 foot by 60 foot pole building, (5) a 25 foot by 25 foot stockade enclosure for the storage of empty barrels and (6) a chain link enclosure fence located along the entrance way of Route 300.

5. That up until November of 1981, applicant's business was conducted from the Ira D. Conklin property on Stewart Avenue in the Town of Newburgh. That property was insufficient for the operation of both businesses and applicant moved his operation to the present location, subject parcel. Any hardship that may be suffered by the applicant as a result of his present operation and changes will not be considered by this Board as the same is deemed to be self imposed and created.

6. The subject parcel, being the acreage in title to the applicant plus the additional parcels subject to contract of sale, was previously the subject of a subdivision for residential development. The testimony presented to the Board, however, indicates that the land is not suited for residential use by reason of the very low ground and underground springs and that, though on the market for many years, it has not been marketable for residential use, though the one owner stated that he has had four offers that would involve various commercial uses. This

Board is satisfied from the evidence presented that the subject parcel, as hereinbefore described, cannot be utilized for residential purposes.

7. That at both public hearings a number of area residents voiced objections to the granting of the relief sought by this application, those objections may be summarized as follows:

- a. that the granting of a use variance for this parcel will "open the door" for an onslaught of variance application and/or will set a precedent,
- b. from a neighbor to the effect that such use will decrease property values and that she does not want to look at it.

8. That each application for a variance of any kind is individual and is heard upon its own merits. There is no precedent set by the granting or denial of any variance application. Applications for variance have traditionally been based upon the needs of an individual owner, not the past record of considerations of the Zoning Board of Appeals.

That if this Board properly discharges its obligations, the subject parcel should have no effect upon values of surrounding properties and should not represent an annoyance for its neighbors.

THERE BEING NO FURTHER FINDINGS REQUIRED of this Board, the Building Inspector is hereby authorized to issue a permit to

WILLIAM C. CONKLIN, as follows:


1. an in ground fuel storage tank of 6000 gal. capacity for delsius fuel,
2. an in ground fuel storage tank of 3000 gal. capacity for unleaded gasoline,
3. an in ground storage tank of 550 gal. capacity for acetone,
4. a 50 foot by 60 foot pole building,
5. a 25 foot by 25 foot stockade enclosure,
6. a chain link fence enclosure,
7. business use of the accessory building.

Subject however, to the following terms and conditions:

1. the fuel storage tanks shall be located as shown on the accompanying site plan,
2. the acetone storage tank shall be located no nearer than 50 foot from any property line and no nearer than 10 foot from any structure and such location shall be subject to the approval of the Fire Inspector of the Town of Newburgh,
- v 3. the pole building shall be located as shown on the accompanying site plan, the size of which may be increased if needed by the applicant,
4. the stockade enclosure shall not be located at any point less than 150 foot set back from any property line and at no time shall the storage of empty drums exceed twenty (20) such drums,
5. the chain link fence shall be located and constructed in accord with the provisions of the Zoning Ordinance,
- v 6. that along the northerly line of subject parcel, beginning at a point adjacent to the accessory building and continuing to a point 200 foot along the westerly line, applicant shall provide a green belt buffer covering a depth of twenty-five foot from each said line planted with a screen of evergreen having a uniform height of not less than

five foot above ground level at the time of planting and set in a double staggered row spaced eight foot apart on each row, said screening to be properly and effectively maintained.

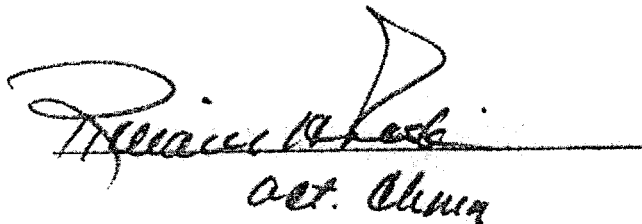
DATED: Hewburgh, New York
March 11, 1982.


Act. Chmd

VOTING APPLICATION OF WILLIAM C. CONKLIN

RICHARD RASKIN	VOYE	AYE
RALPH L. HOLT	VOYE	AYE
DOUGLAS CARLE	VOYE	AYE
JOHN P. DeLESSIO	VOYE	AYE
JAMES A. SARVIS	VOYE	AYE

DATED: March 11, 1982.
Newburgh, New York


act. Clerk

RECEIVED

APR 03 2017

TOWN OF NEWBURGH
TOWN CLERKS OFFICE

Section 3, Block 1, Lots 21.61 & 21.31

TOWN OF NEWBURGH: COUNTY OF ORANGE
ZONING BOARD OF APPEALS

-----X
In the Matter of the Application of

TOWN OF NEWBURGH CODE COMPLIANCE
DEPARTMENT

DECISION

For relief as follows:

- *An interpretation of the extent of the uses that were permitted pursuant to a Decision and Resolution granting a use variance issued by the Town of Newburgh Zoning Board of Appeals dated March 11, 1982.*

-----X
Background

This matter involves the interpretation of the parameters of a 1982 Decision and Resolution issued the Town of Newburgh Zoning Board of Appeals ("ZBA").

Specifically, the Town of Newburgh Code Compliance Department ("Code Compliance") has made application to the Town of Newburgh Zoning Board of Appeals ("ZBA" and/or the "Board") pursuant to Town Code Section 185-54(A)(1) seeking an interpretation "regarding whether the following [enumerated] onsite uses and/or activities which fall within, and [are] permitted under, the use variance granted in the decision¹" dated March 11, 1982. A copy of that Decision and Resolution is appended to this decision.

¹ See Application of Town of Newburgh Code Compliance, dated January 19, 2017.

The Decision and Resolution issued by the ZBA in March of 1982 granted a use variance to permit the operation of a "fuel tank lining business" at premises located off Route 300 on Robles Lane. The said property is identified on the Town Tax Map as Section 3, Block 1, Lot 21.61. It is located in the AR Zoning District.

It appears that business activities have been ongoing on the premises for the 35 +/- years since the issuance of the use variance by the ZBA. Based upon information provided to the Board during the public hearing process, it further appears that, over the course of the past several years, neighbors residing in the vicinity of the property have made complaints to Code Compliance that the activities currently being conducted on the premises are different from and therefore not permitted by the use variance issued by the ZBA in March of 1982.

Code Compliance now seeks guidance from the ZBA as to the scope of the use variance granted in 1982.

The Application Before the Board

In an application dated January 19, 2017, Code Compliance, pursuant to Section 185-54(A)(1) of the Code of the Town of Newburgh, has requested an interpretation regarding whether certain uses and/or activities fall within, and are permitted under, the terms of the use variance. Code Compliance states in their application that they have made no determination as to whether or not the uses for which they now seek guidance are actually occurring on the premises. Rather, the interpretation is requested "in order to decide whether the alleged uses and/or activities are permitted and, if not, whether enforcement action is appropriate, necessary or required."

The specific uses for which Code Compliance seeks guidance on the issue of whether or not they were encompassed by the 1982 use variance are as

follows:

- 1. The use of the Premises for and in support of the following off-site services:
 - a. Underground and aboveground fuel storage tank reconditioning, including lining;**
 - b. Underground and aboveground fuel storage tank testing;**
 - c. Underground and aboveground fuel storage tank excavation;**
 - d. Underground and aboveground storage tank compliance;**
and
 - e. Hydro-excavation business.****
- 2. Outdoor storage of heavy equipment, including ploughs, land-grading equipment etc.;**
- 3. Depositing on the surface of the Premises a slurry consisting of soil and related materials that have been liquefied using highly-pressurized water injected into the ground and simultaneously extracted by a powerful combined vacuum and storage device (known as a "Hydrovac,," which was constructed by Presvac Systems of Burlington, Ontario);**
- 4. Operating of the Hydrovac device on the Premises for the depositing of the soil slurry onto the surface of the Premises with resultant mechanical and operational noise;**
- 5. Outdoor parking of pickup truck(s) operated by a business;**
- 6. Outdoor parking of semi-truck(s) and trailer(s) operated by a business;**
- 7. Outdoor parking of a 2004 Freightliner truck(s) on which is mounted a Hydrovac device;**
- 8. Outdoor presence on the surface of the Premises of storage**

containers, shipping containers and the like mobile/portable enclosures designed for storing items and materials; and

9. Outdoor work activities conducted by the employees and agents of the business in furtherance of the uses identified in "1" above.

Materials Considered By the Board

1. Application of Code Compliance dated January 19, 2017 to which the Decision and Resolution issued in March of 1982 was attached ;
2. Submission of Kevin D. Bloom, Esq. counsel for Susan D. Carroll, Lawrence S. Van De Mark and Claudia Van De Mark;
3. Affidavit of Susan D. Carroll duly sworn February 14, 2017;
4. Affidavit of Joan L. Perry duly sworn February 7, 2017;
5. Various photographs of the premises in question which are on file in the ZBA office;
6. Multiple items of correspondence from the public all of which are on file in the office of the ZBA and all of which assert that the use presently made of the premises is different from the use approved by the ZBA in March of 1982;
7. Extensive public comment received during the public hearing;

In rendering the determination herein, the ZBA was not able to review and/or consider the original application seeking the use variance that was ultimately granted in March of 1982 or review and/or consider any materials, such as a site plan, that may have been submitted with the application and would have

assisted *this* Board in determining the exact information considered in 1982 in rendering the use variance as that information could not be located by Code Compliance.² While it would have been helpful to have this information, the Board is constrained to proceed based upon on the information and materials that have been submitted and that are described above.

Public Hearing

A public hearing was held on February 23, 2017 notice of which was published in *The Mid-Hudson Times* and *The Sentinel* and mailed to adjoining property owners as required by Code. Extensive public comment was received and considered by the Board. The minutes of the Board meeting are on file in the ZBA office.

SEQRA

Requests for interpretations are designated as Type II actions under SEQRA. (see 6 NYCRR 617.5(31)) As such, this application is not subject to review under SEQRA.

GML 239 Referral

Requests for interpretations are not required to be referred to the Orange County Planning Department for review and report.

Decision

Prior to addressing each item for which Code Compliance seeks guidance, the Board wishes to repeat and emphasize that it is constrained to render

² See transcript of February 23, 2017 ZBA meeting at pages 2-3.

this Decision based upon the information that has been submitted for consideration which information does *not* encompass the entirety of the information that would have been considered by the ZBA prior to the issuance of the use variance in March of 1982. Subject to this important caveat, and based upon the information given to the Board, and further based upon all of the testimony given at the public hearing and upon consideration of all of the written materials submitted referenced hereinabove, and after due consideration and deliberation, the Board hereby finds and answers the inquiries of Code Compliance as follows:

1(a) Did the March 1982 use variance allow the premises to be used for and in support of underground and aboveground fuel storage tank re-conditioning, including lining?

The Board finds that the 1982 use variance did authorize use of the premises for this specific use.

1(b) Did the March 1982 use variance allow the premises to be used for and in support of fuel storage tank testing?

The Board finds that the 1982 use variance did authorize use of the premises for this specific use.

1(c) Did the March 1982 use variance allow the premises to be used for and in support of underground and aboveground fuel storage tank excavation?

The Board finds that the 1982 use variance did authorize use of the premises for this specific use.

1(d) Did the March 1982 use variance allow the premises to be used for and in support of underground and aboveground fuel storage tank compliance?

The Board finds that it has insufficient evidence to make a determination if the 1982 use variance authorized the use of the premises for this specific use.

1(e) Did the March 1982 use variance allow the premises to be used for and in support of a Hydro-excavation business?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.

2. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor storage of heavy equipment, including ploughs, land-grading equipment etc.?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.

3. Did the March 1982 use variance allow the premises to be used for and in support of the depositing on the surface of the premises a slurry consisting of soil and related materials that have been liquefied using high-ly-pressurized water injected into the ground and simultaneously extracted by a powerful compressed vacuum and storage device (known as a "Hydrovac," which was constructed by Presvac Systems of Burlington, Ontario)?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.

4. Did the March 1982 use variance allow the premises to be used for and in support of the operation of the Hydrovac device on the premises for the depositing of the soil slurry onto the surface of the premises, with resultant mechanical and operation noise?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.

5. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor parking of pickup truck(s) operated by a business?

The Board finds that the 1982 use variance did authorize use of the premises for this specific use.

6. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor parking of semi-truck(s) and trailer(s) operating by a business?

The Board finds that it has insufficient evidence to make a determination if the 1982 use variance authorized the use of the premises for this specific use.

7. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor parking of a 2004 freightliner truck(s) on which is mounted a Hydovac device?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.

8. Did the March 1982 use variance allow the premises to be used for and in support of the outdoor presence on the surface of the premises of storage containers, shipping containers and like mobile/portable enclosures designed for storing items and materials?

The Board finds that the 1982 use variance did not authorize use of the premises for this specific use.

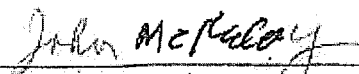
9. Did the March 1982 use variance allow the premises to be used for and in support of outdoor work activities conducted by the employees and agents of the business in furtherance of the uses identified in "1" above?

The Board finds that the 1982 use variance did authorize use of the premises for the specific uses described in connection with items 1(a), 1(b), 1(c) and did not authorize use of the premises for this specific uses described in connection with items 1(d) and 1(e).

The foregoing constitutes the decision of the Board. As reflected in the meeting minutes, each item set forth above was voted on independently and the results of each vote was unanimous among the five (5) Board members who.

were present at the meeting on March 23, 2017 when the vote was held.

Dated: 4/3/17



John McKelvey, Vice-Chair
Town of Newburgh ZBA

By roll call a motion to adopt the decision was voted as follows:

AYES: Member Darrell Bell
 Member John McKelvey
 Member John Masten
 Member Richard Levin
 Member Darrin Scalzo

NAYS: None

ABSENT: Chair James Manley
 Member Michael Maher

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

I, BETTY GENNARELLI, Secretary to the Zoning Board of Appeals of the Town of Newburgh, do hereby certify that the foregoing is a true and exact copy of a Decision rendered by the Zoning Board at a meeting of said Board held on February 28, 2013.


BETTY GENNARELLI, SECRETARY

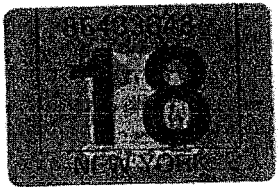
TOWN OF NEWBURGH ZONING BOARD OF APPEALS

I, ANDREW J. ZARUTSKIE, Clerk of the Town of Newburgh, do hereby certify that the foregoing Decision was filed in the Office of the Town Clerk on
APR 9 2017


ANDREW J. ZARUTSKIE, CLERK

TOWN OF NEWBURGH.

THIS IS YOUR PLATE STICKER



*119

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23675SM
2018 PETER
EMVR BL
21895 D 6 WEB WEBCDA
W/WEATS FUEL/CYL Expires
12/31/18

TRANSFERABLE
1NPCX4EX2JD457322
I1198777 NOV 09 2017

W C C TANK
TECHNOLOGY INC
PO BOX 590
WALLKILL, NY 12589

\$39.50
ANNUAL CHG
\$14.50

86433648 VOID IF ALTERED EXCEPT FOR ADDRESS

1
S0001199

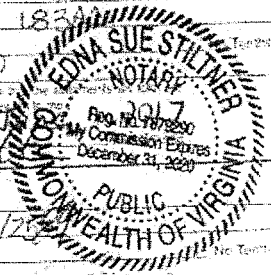
Sticker Instructions:

- 1) Thoroughly clean and dry the lower right corner of the plate, or the sticker area of the plate if there is one. If there is already a sticker on the plate, clean the surface of the sticker; remove the sticker only if it is loose.
- 2) Carefully peel the new sticker (attached above) off the backing, starting at the top.
- 3) CAREFULLY place the new sticker in the lower right corner of the plate, or in the "sticker" box area provided on some plates.
- 4) Rub the sticker surface firmly.

W C C TANK
TECHNOLOGY INC
PO BOX 590
WALLKILL NY 12589

Each purchaser certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any other state at the time of delivery and the vehicle is not subject to any security interests other than those identified herein and warrant title in the vehicle FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

DISTRICT OF COLUMBIA ASSIGNMENT NUMBER 1	NAME OF PURCHASER: <u>Transway Systems INC</u> ADDRESS: <u>311 Lake Ave. North Hamilton, Ontario, Canada 183A</u> I certify to the best of my knowledge that the odometer reading is: DEALER'S NAME: <u>Fitzmaurice Peterbilt of Bristol</u> DEALER'S LICENSE NUMBER: <u>499524</u> State of: <u>VA</u> City of: <u>Washington</u>	BY: <u>Ryan Carr</u> Being duly sworn upon oath says that the statements set forth are true and correct and he is duly qualified and sworn to the duties of a Notary Public in and for the State of Virginia. Notary Public: <u>EDINA SUE STILTNER</u> My Commission Expires: <u>December 31, 2007</u> No Title
DISTRICT OF COLUMBIA ASSIGNMENT NUMBER 2	NAME OF PURCHASER: <u>WCC BANK TECHNOLOGY INC</u> ADDRESS: <u>2102 Route 300, Walkkill, NY 12589</u> I certify to the best of my knowledge that the odometer reading is: DEALER'S NAME: <u>Transway Systems</u> DEALER'S LICENSE NUMBER: <u>42490162</u> State of: <u>NY</u> City of: <u>HAMILTON</u>	BY: <u>Paul O'Farrio</u> Being duly sworn upon oath says that the statements set forth are true and correct and he is duly qualified and sworn to the duties of a Notary Public in and for the State of Virginia. Notary Public: <u>EDINA SUE STILTNER</u> My Commission Expires: <u>December 31, 2007</u> No Title
DISTRICT OF COLUMBIA ASSIGNMENT NUMBER 3	NAME OF PURCHASER: ADDRESS: I certify to the best of my knowledge that the odometer reading is: DEALER'S NAME: DEALER'S LICENSE NUMBER: State of: City of:	BY: Being duly sworn upon oath says that the statements set forth are true and correct and he is duly qualified and sworn to the duties of a Notary Public in and for the State of Virginia. Notary Public:
DISTRICT OF COLUMBIA ASSIGNMENT NUMBER 4	NAME OF PURCHASER: ADDRESS: I certify to the best of my knowledge that the odometer reading is: DEALER'S NAME: DEALER'S LICENSE NUMBER: State of: City of:	BY: Being duly sworn upon oath says that the statements set forth are true and correct and he is duly qualified and sworn to the duties of a Notary Public in and for the State of Virginia. Notary Public:
DISTRICT OF COLUMBIA ASSIGNMENT NUMBER 5	Federal Law requires you to sign the odometer mileage at connection with the transfer of ownership. Failure to complete or providing a false statement may result in loss of title and insurance. Odometer reading is: <u>96</u> I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer reading is not the actual mileage. <input checked="" type="checkbox"/> The mileage stated is in excess of 15,000 miles for this vehicle. <input type="checkbox"/> The odometer reading is not the actual mileage. Signature of Seller: <u>B. Rubin</u> Dealer's Name: <u>Fitzmaurice</u> State of: <u>NY</u> Date of Sale: <u>June 16, 2007</u> Signature of Purchaser: _____ Dealer's Name: _____ State of: _____ Date of Sale: _____ County Number: _____ City: <u>HAMILTON</u> Address of Purchaser: _____	BY: <u>Paul O'Farrio</u> Being duly sworn upon oath says that the statements set forth are true and correct and he is duly qualified and sworn to the duties of a Notary Public in and for the State of Virginia. Notary Public: <u>EDINA SUE STILTNER</u> My Commission Expires: <u>December 31, 2007</u> No Title
US MAIL	Walkill Savings Valley Federal Savings and Loan 23 Walkill Ave PO Box 290 Walkill NY 12589-029	



CERTIFICATE OF ORIGIN FOR A VEHICLE



A PACCAR COMPANY
PETERBILT MOTORS COMPANY

DATE
FEBRUARY 14, 2017

INVOICE NO.
N/A

VEHICLE IDENTIFICATION NO.
1NECX4EX2JD457322

YEAR
2018

MAKE
PETERBILT

BODY TYPE
TRUCK

SHIPPING WEIGHT
21,895 LB

H.P. (S.A.E.)
525.0

G.W.W.
80,000 LB

NO. CYLS.
6

SERIES OR MODEL
MODEL 567

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

T250
FITZGERALD PBLT-BRISTOL
33392 LEE HIGHWAY

GLADE SPRING VA 24340

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

PETERBILT MOTORS COMPANY

BY:

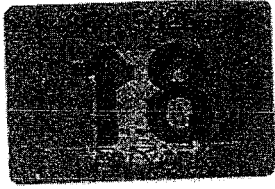
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

PE 915005

DENTON, TEXAS

CITY-STATE

THIS IS YOUR PLATE STICKER



#115

G SPC	NONTRANSFERABLE
19615SM	1NPCX4EX9HD420245
2017 PETER	10934962 OCT 27 2017
EMVR BL	WEB WEBCDA
50700 D 6	
WTRSEATS	FUEL/CYL
	Expires
	12/31/18

WCC TANK TCH INC/LSE
 TRANS LEASE INC LSR
 PO BOX 590
 WALLKILL, NY 12589

\$24.50
 ANNUAL CHG
 Amt. paid (incl. and chg)
 \$14.50

86405926 VOID IF ALTERED EXCEPT FOR ADDRESS

Sticker instructions:

- 1) Thoroughly clean and dry the lower right corner of the plate, or the sticker area of the plate if there is one. If there is already a sticker on the plate, clean the surface of the sticker; remove the sticker only if it is loose.
- 2) Carefully peel the new sticker (attached above) off the backing, starting at the top.
- 3) CAREFULLY place the new sticker in the lower right corner of the plate, or in the "sticker" box area provided on some plates.
- 4) Rub the sticker surface firmly.

80000141

WCC TANK TCH INC/LSE
 TRANS LEASE INC LSR
 PO BOX 590
 WALLKILL NY 12589

CERTIFICATE OF ORIGIN FOR A VEHICLE



A PACCAR COMPANY
PETERBILT MOTORS COMPANY

DATE	MAY 06, 2016	INVOICE NO	N/A
VEHICLE IDENTIFICATION NO	1NPCK4EX9HD420245	YEAR	2017
MAKE	PETERBILT	MAKE	PETERBILT
BODY TYPE	TRUCK	EMPTY WEIGHT	21,835 LB
HP (SAE)	550.0	GVWR	80,000 LB
		NO CYL	6
		SERIES OR MODEL	MODEL 567

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer:

B260
PERFORMANCE PBLT BRISTOL
P.O. BOX 160
GLADE SPRING VA 24340

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

PETERBILT MOTORS COMPANY

BY 
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

DENTON, TEXAS

TX
OFF/STATE

PE 890608

No.	Name of the person	Address
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303-259-3161
20770 E1-76 Frontage Rd. Brighton, CO 80603

DATE

INVOICE NO. **JK 3428**

PURCHASE AGREEMENT AND INVOICE

TITLE INFORMATION Daimler Trucks MCC Tank Technology Inc. - Lessee			
NAME			
ADDRESS 13650 Heritage Pkwy, 1st Floor			
Fort Worth		TX	76177
CITY		COUNTY	STATE ZIP

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE SELLER, FOR THE STATED PRICE THE NEW TRUCK(S) DESCRIBED BELOW, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. IMPORTANT: READ ADDITIONAL TERMS AND CONDITIONS ON BACK OF THIS PURCHASE AGREEMENT.

TSO or UT No	Year	Make	Model	Chassis No	Spdometer	Delivered To
	2018	Freightliner	1145D	1FVMB3DV8JHJR3428	Exempt	

SIGNED Used Truck Appraisal Sheet must be attached when Trade-in(s) are involved.					SALES PRICE	\$ 398582.00 ea	\$ 398582.00
Used Truck					FED EXCISE TAX	\$ 20417.94	20417.94
					NET TRADE ALLOWANCE		N/A
					NET DIFFERENCE		415000.00
TRADE ALLOWANCE					STATE SALES TAX	0.00	N/A
PAYOFF OWING TO:					RTD	N/A	N/A
NET TRADE ALLOWANCE					CITY/COUNTY SALES TAX		195.00
LESS EQUITY					DOC/FILING FEES		150000.00
TOTAL NET TRADE ALLOWANCE					CASH DEPOSIT/DOWN PAYMENT		N/A
FINANCED BY:					CASH BACK/INCENTIVES		N/A
					OTHER CHARGES		269195.00
					BALANCE DUE UPON DELIVERY	\$	269195.00

Includes: 2017 Foremost 1200 Hydrovac Body, S/N 65808

LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATION OF SELLER'S LIABILITY


WARRANTY AND WARRANTY DISCLAIMER:
A New truck warranty including warranty disclaimer and specific warrant as to certain components of the truck to be delivered hereunder are set forth in the Owner's Warranty Information Book. A copy of the Owner's Warranty Information Book is supplied with each new truck delivered. is available for inspection upon request and is incorporated by reference herein. Such warranties are to the effect that each new truck, and specified major components, will be as specified in the purchase order and will be free from defects in title and from defects in material and workmanship under normal use and service, but only for the applicable time and mileage limits set forth in the Owner's Warranty Information Book, and are limited to certain expenses of repair or replacement, or giving the purchaser credit toward the cost of replacement parts, as specified in the Owner's Warranty Information Book. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING, BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. THE WARRANTY DOES NOT APPLY TO THOSE COMPONENTS SUCH AS ENGINES, TIRES AND TUBES, WHICH ARE MANUFACTURED BY OTHERS AND WARRANTED DIRECTLY BY THEIR RESPECTIVE MANUFACTURER, AS IDENTIFIED IN THE OWNER'S WARRANTY INFORMATION BOOK. WITH RESPECT TO SUCH PARTS, SELLER MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

LIMITATION ON SELLER'S LIABILITY:
The liability of Seller to Purchaser, (except as to title) arising out of the supplying of the truck, or its use, whether on warranty, express or implied, contract, negligence or other tort liability, including, but not limited to strict product liability theories, shall not in any case, at Seller's option, exceed the cost of correcting defect in the truck or part thereof or the purchase price or a portion of it depending on the extent of operation as specified in the Owner's Warranty Information Book. Upon expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the sole remedy of Purchaser and the sole liability of Seller.

Seller's liability on any claim of any kind, including negligence or any other tort, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any truck covered by or furnished under this Agreement shall in no case exceed the price to Purchaser allocable to the truck or part thereof which give rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OR PROFITS OR ANTICIPATED PROFITS OR TO LOSS OF TRUCK USE.

Customer hereby agrees that the above-mentioned Sales Price shall be changed in the event that the cost of the goods to Distributor from the manufacture, which goods are the subject matter of this agreement, is changed and that the said Sales Price shall be changed in the identical percentage as the cost of said goods to Distributor from manufacturer is changed.


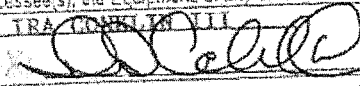
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED

TRANSWEST TRUCK TRAILER RV		 Accepted by Lessee	
Mike	09-25-17	13650 Heritage Pkwy, 1st Fort Worth, TX 76177	
Salesman	Date	Address	City State Zip
	09-25-17		09-25-17
Accepted by Sales Manager	Date	Phone	Date

Daimler
Truck Financial

LEASE AGREEMENT

(Open-End)

LESSEE: WCC Tank Technology, Inc. 2102 State Route 300 Watkins, NY 12656-2934 Orange		LESSOR: TRANSWEST FREIGHTLINER LLC 20770 E-176 FRONTAGE RD BRIGHTON CO 80603	
This Lease Agreement (hereinafter "Lease") is entered into on the <u>22nd</u> day of <u>September</u> , 2017, by and between the Lessor named above (hereinafter "Lessor") and the Lessee named above (hereinafter "Lessee").			
ASSIGNEE: Daimler Trust or Daimler Vehicle Trust (in New Hampshire only), and their respective successors, transferees and assigns			
TAX STATEMENT			
Lessee hereby represents and certifies, under penalty of perjury, that, with respect to all Schedules now or hereafter executed in connection with the Lease: (i) Lessee intends that more than 50 percent of the use of the Equipment is to be in its trade or business; and (ii) Lessee has been advised that LESSEE WILL NOT BE TREATED AS THE OWNER OF THE EQUIPMENT FOR FEDERAL INCOME TAX PURPOSES. Lessee agrees to indemnify Lessor pursuant to the Lease for any claims, losses, costs, damages, and expenses, of whatsoever kind and nature, including legal fees, resulting from Lessee's breach of the above representation and certification.			
NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE READING IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN; (2) LESSEE IS ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE.		WARNING: Important consumer protections may not apply if this agreement indicated that Lessee is leasing the Vehicle primarily for agriculture, business or commercial use.	
LESSEE ACKNOWLEDGMENT BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT LESSOR'S SIGNATURE ON THIS LEASE WILL HAVE THE EFFECT OF ASSIGNING ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE AND THE EQUIPMENT TO ASSIGNEE. Lessee agrees that Lessee received a completely filled-in copy of this Lease and agrees to all the provisions of the Lease, including the terms and conditions on this and the following page.		LESSOR ACKNOWLEDGMENT BY SIGNING BELOW, LESSOR ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE AND ASSIGNS ALL RIGHT, TITLE AND INTEREST TO AND IN THIS LEASE AND THE EQUIPMENT TO ASSIGNEE, PURSUANT TO THE TERMS OF THE EQUIPMENT PURCHASE AND LEASE ASSIGNMENT AGREEMENT BY AND BETWEEN LESSOR AND ASSIGNEE.	
Lessee: <u>WCC Tank Technology, Inc.</u> Signature:  Title: <u>President</u>		Lessor: <u>TRANSWEST FREIGHTLINER LLC</u> By: <u>X</u> Title: _____	
GUARANTY			
The undersigned guarantor(s) ("we") hereby, jointly, severally and unconditionally guarantee payment of all of Lessee's obligations under this Lease, and all extensions and substitutions thereof, and agree to the Lease's terms and conditions. We waive any rights that we may have to require the Lessor or Assignee to first exhaust its remedies against the Lessee(s), the Equipment, or any other guarantor, before collecting under this Guaranty.			
Guarantor Name: <u>TRA GROUP, INC.</u>		Guarantor Name: _____	
Guarantor Signature: 		Guarantor Signature: <u>X</u>	

TERMS & CONDITIONS

1. **EQUIPMENT LEASED.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in each Schedule A now or hereafter executed pursuant to this Lease (hereinafter "Schedules" or "Schedules"), together with any attachments or accessories now or hereafter incorporated in or attached to said equipment (hereinafter "Equipment"). Additional Equipment may be leased hereinafter by the execution of additional Schedules by Lessor and Lessee and each such Schedule shall constitute a separate Lease of the Equipment described therein. Except as specifically modified in any Schedule, all of the terms and conditions of this Lease shall govern the rights and obligations of Lessee and Lessor with respect to the Equipment described in the Schedules. Whenever reference is made herein to "the Lease" or "the Lessee" it shall be deemed to include all Schedules now or hereafter executed under this Lease.

2. **TERM.** This Lease shall commence on the delivery date stated on the applicable Schedule(s) and shall continue until all rental payments as hereinafter described, and all of Lessee's other obligations hereunder have been satisfied in full by Lessee.

3. **RENTAL; LATE CHARGE; ADDITIONAL CHARGES.** Lessee agrees to pay Lessor monthly payments in an amount and for the term indicated in the Schedule(s) without reduction or set off for any reason, except as otherwise provided in this Lease. The first payment shall be due on the date stated in the Schedule(s). If Lessee fails to pay in full any rental payment, or any other sum required to be paid hereunder by Lessee, within ten (10) days of its due date, Lessor may, without degrading Lessee to be in default, charge Lessee an amount equal to five percent (5%) of such past due amounts or the maximum amount allowed by applicable state law. In addition, Lessor may collect from Lessee a charge of \$25, or such lesser amount as may be limited by law, for each check, draft or similar instrument presented to Lessor that is returned or dishonored for any reason.

4. **FEES AND TAXES.** Lessee agrees to pay when due all fees, sales and use taxes, duties, assessments, highway use taxes, or other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Lessor (including Lessor's net income, franchise and business and occupation taxes), and shall supply Lessor with proof of payment upon when demanded therefor by Lessor.

5. **USE, INSPECTION AND ALTERATIONS.** Lessee or its sole agents shall have the Equipment serviced in accordance with the manufacturer's approved maintenance schedules, ensure that maintenance records are available for review by Lessor at reasonable times and places and maintain the Equipment in good repair, appearance, functional order, and good lawful operating condition. Lessee shall not (a) sell, lease, transfer or assign the Equipment or Lessor's interest in this Lease or any Schedule without Lessor's prior written consent; (b) use or permit the use of the Equipment in any Schedule without Lessor's prior written consent; (c) use or permit the use of the Equipment primarily for personal, unlicensed, unlicensed or unlicensed manner; (d) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (e) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (f) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (g) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (h) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (i) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (j) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (k) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (l) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (m) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (n) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (o) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (p) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (q) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (r) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (s) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (t) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (u) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (v) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (w) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (x) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (y) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material; (z) use or permit the use of the Equipment to transport, deliver or deliver any hazardous, flammable, explosive or otherwise dangerous material.

6. **LOSS AND DAMAGE.** Lessee hereby assumes all risk of loss, including theft or destruction, and the risk of damage to the Equipment, from any and every cause whatsoever, whether or not such loss is covered by insurance. Loss or damage to the Equipment, or any part thereof, shall not relieve Lessee of any obligation under this Lease. If the Equipment is damaged or destroyed in an accident or other occurrence or condition by any governmental authority or subjected to any tax lien or is stolen, abandoned or subjected to undue lien, Lessee will notify Lessor within ten (10) days of such occurrence or condition. If any item of Equipment is damaged and in a condition which Lessor believes may be reasonably repaired, Lessee shall repair the same damaged or in a condition which Lessor believes may be reasonably repaired, or with respect to any other occurrence or condition set forth above, Lessor may terminate this Lease with respect to that Equipment immediately if the Lease is terminated, Lessee's termination liability shall be the sum of the following: (1) any Lease payments or other amounts due and owing as of the date of termination; plus (2) the balance of the Lease payments Lessee would have made had the Lease gone to full term; plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments) plus (4) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments) plus (5) any and all commissions, fees or other amounts paid by Lessor as consideration for

CALIFORNIA: An applicant, if married, may apply for a separate account.

RHODE ISLAND, MAINE, TENNESSEE: You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

NEW YORK: Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested and informed of the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

OHIO: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Please provide the above disclosures to your customer.

Daimler
Truck Financial

Lease Schedule A (Open End)

Date: 09/22/2017 This Lease Schedule A (Open End) refers to Lease Agreement dated _____
(If no Lease date is set forth in the preceding sentence, then the most recent applicable Lease Agreement between Lessor and Lessee shall govern this Lease Schedule A.)

GARAGING LOCATION:

Street Address:	2102 State Route 395		
County:	Orange	City:	Waikiki
State:	NY	Zip:	12389-2934

QUOTE NO. 872340

PROPERTY SCHEDULE:

TERM: 60

Year	Make	Model	Serial Number	Delivery Date	Capitalized Cost	Residual Value	Titling Source
2017	FREIGHTLINER	1145D	1FVMB03V8JUR342R	09/26/2017	\$419,000.00	\$80,758.50	DEALER
2017	FOREMOST	SVS1200HD	85802	09/22/2017	\$0.00	\$0.00	DEALER

CAPITALIZED COST AND MONTHLY PAYMENTS			INITIAL AMOUNTS DUE		
Gross Capitalized Cost (including capitalized Lr. Front Tax of 50.00%)		\$419,193.00	Capitalized Cost Reduction		\$150,000.00
Capitalized Cost Reduction		\$150,000.00	Refundable Security Deposit		\$0.00
Adjusted Capitalized Cost		\$269,193.00	License/Registration Fee		\$0.00
First Monthly Lease Payment		\$4,157.06	First TOTAL Monthly Lease Payment		\$0.00
Monthly Service/Maintenance Contract Cost		\$0.00	Sales Tax on Initial Amounts Due		\$4,000.00
Delivery/Tax Insurance		\$0.00	State	4.0%	\$0.00
Sales Tax per month		\$167.76	Local	0.0%	\$0.00
State	4.0%	\$167.76	County	4.125%	\$5,167.50
Local	0.0%	\$0.00	Other		\$0.00
County	4.125%	\$173.01	Total		\$162,167.50
TOTAL Monthly Lease Payment		\$4,534.83			

IF the applicable amount is not paid in, then promptly extended expiration documentation or proof of tax paid is required.
Rent - Lessee hereby agrees and promises to pay Lessor the total rent of \$372,039.50 payable as follows: Total Initial Amounts Due as referenced above, and 60 payments of \$4,534.83 each commencing on 10/22/2017, and continuing (i) on the same day of each month thereafter or (ii) as set forth in the attached Lease Payment Schedule Addendum.

Certificate of Delivery and Appearance and Date of Placement in Service - Lessee hereby certifies to Lessor that on and as of the date described above as "Delivery Date," the Equipment described herein: (1) is tangible personal property, (2) has been delivered to and accepted by Lessor and is in the possession of the Lessor, and (3) the Equipment is available for use and placed in service by Lessee on the above-described "Delivery Date." Lessee will provide Lessor with any and all information requested by Lessor or any taxing jurisdiction at any time to support any claimed tax exemption, including but not limited to delivery documents, receipts or other proof of place of delivery, affidavits regarding delivery and use and title tags.

Notification and Affirmation of Representations, Warranties and Covenants - Lessee hereby agrees that its warranties and covenants made in the Lease Agreement are approved, ratified and affirmed in all respects as of the date of this Lease Schedule and confirms that the representations made in the Lease Agreement and Statement are, as of the date of this Lease Schedule, true, accurate and complete in all aspects. Lessor and Lessee hereby characterize this Lease Schedule as a separate lease with respect to each item of equipment set forth herein.


ACH Authorization - From time to time Lessee may contact Lessor by telephone or otherwise to initiate single accounting electronic debit entries to a specified business bank account held at the financial institution Lessee designates through the Automated Clearing House (ACH) network. Lessor hereby authorizes Lessee to initiate all such debit entries in the amount of Lessee's monthly payment or payments under the Lease, plus all other amounts due at the time not exceeding \$100.00, (or in such other amount as Lessee specifies from time to time) and agrees to be bound by the rules and regulations of the National Automated Clearing House Association, as they may change from time to time, applicable thereto.

Call Monitoring - To the extent permitted by law, Lessee gives Lessor permission to monitor and record any telephone conversation between Lessor and Lessee, including Lessee's representatives, service providers and agents.

Like-Kind Exchange - As part of a like-kind exchange program, Assignee has engaged MBF Account Services LLC as a qualified intermediary. The originating Dealer/Lessor is hereby notified that the Assignee has assigned to MBF Account Services LLC its rights (but not its obligations) for the purchase of the Equipment described in any Leases. In the event the Lessee or originating Dealer/Lessor purchases any Equipment, such purchaser is hereby notified that the Assignee has engaged MBF Account Services LLC as a qualified intermediary and has assigned to MBF Account Services LLC its rights (but not its obligations) for the sale of Equipment described in such Leases.

LESSOR AND LESSEE HEREBY ACKNOWLEDGE THAT LESSOR'S SIGNATURE ON THIS LEASE SCHEDULE SHALL CONSTITUTE AN ASSIGNMENT OF ALL LESSOR'S RIGHT, TITLE AND INTEREST IN AND TO THIS SCHEDULE AND THE EQUIPMENT LEASED HEREUNDER TO ASSIGNEE PURSUANT TO THE TERMS OF THE EQUIPMENT PURCHASE AND LEASE ASSIGNMENT AGREEMENT SIGNED BY LESSEE.

TRANSWEST FREIGHTLINER LLC
(LESSOR)
Signature: _____
Title: _____

WGC Tank Technology LLC
(LESSEE)
Signature: 
Title: President

CONTINUING PERSONAL GUARANTY (INDIVIDUAL AS GUARANTOR)

For Valuable Consideration, the receipt and sufficiency of which are hereby acknowledged, _____ ("Guarantor") does absolutely and unconditionally guaranty to Mercedes-Benz Financial Services USA LLC and Daimler Trust, and their respective successors, transferees and assigns ("Creditor") that _____ WCC Tank Technology, Inc., its successors, assigns and transferees ("Debtor") shall promptly and fully pay any and all indebtedness (as defined below) which now and/or hereafter exists in any manner from Debtor to Creditor, and in the event Debtor fails at any time or times to promptly pay any and all indebtedness as the same becomes due, Guarantor shall pay such indebtedness to Creditor forthwith, upon demand, with all attorneys' fees of outside counsel incurred in enforcing payment under this Continuing Guaranty on the indebtedness, all without relief from valuation and appraisal laws. This Continuing Guaranty is a material inducement to Creditor's extension of credit to Debtor and Creditor would not have extended any of the indebtedness but for Guarantor's execution hereof. "Indebtedness" means any and all indebtedness, liabilities and obligations, present or future, of every kind or nature, owed by Debtor to Creditor, whether direct or indirect, absolute or contingent, now existing, due or owing or in the future existing, due or owing, including, without limitation, (a) all indebtedness evidenced by any and all promissory note(s) now or in the future executed and delivered by Debtor to Creditor and all renewals, replacements, increases and modifications thereof, (b) all leases and financings of the inventory, fixtures and equipment of Debtor, (c) all loans and advances of money from Creditor to Debtor, for any use or purpose, (d) all obligations of Debtor to Creditor in connection with the purchase, acceptance or discounting by Creditor of notes, retail installment contracts, leases and other chattel paper or instruments originated by Debtor in the conduct of its business, (e) all guaranties in favor of Creditor by Debtor of the debt of other entities and (f) all other financial or credit accommodations extended by Creditor to or for the benefit of Debtor.

This is a continuing guaranty and by this instrument Guarantor guarantees the prompt payment of any and all of the indebtedness, whether now or hereafter existing, until Guarantor has delivered to Creditor a signed notice of Guarantor's election not to guaranty any new additions to the indebtedness, but such notice shall not in any way affect the promise of Guarantor to pay the indebtedness existing at the time such notice is given.

Guarantor waives all notice of acceptance of this Continuing Guaranty by Creditor; all notice of the extension of credit from time to time given by Creditor to Debtor; and all notice of the amount of the indebtedness, which may exist from time to time, and agrees that if Guarantor desires at any time to ascertain the amount of liability existing under this Continuing Guaranty, Guarantor will make written inquiry to Creditor.

Guarantor hereby waives presentment for payment, protest and notice of protest and of non-performance of any note or notes made or hereafter made by Debtor to Creditor or of any other indebtedness held or hereafter held by Creditor against Debtor. Guarantor also waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Debtor that arises hereunder and/or from the performance by Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Creditor against Debtor or any security which Creditor now or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law, or otherwise. The payment of any present or future indebtedness of Debtor to Guarantor will be postponed and subordinated to the payment in full of the indebtedness during the term of this Continuing Guaranty. In the event that Guarantor receives any monies, instruments or other remittance to be applied against Debtor's obligations to Guarantor, Guarantor will hold these funds in trust for Creditor and immediately endorse or assign (if necessary) and deliver these monies, instruments and other remittance to Creditor. Guarantor agrees that Creditor shall be preferred to Guarantor in any assignment for the benefit of Debtor's creditors in any bankruptcy, insolvency, liquidation or reorganization proceeding commenced by or against Debtor in any federal or state court. Guarantor agrees that Guarantor shall not lease, sell, transfer or otherwise dispose of all or any substantial portion of Guarantor's property or assets so long as this Continuing Guaranty remains in effect.

CONTINUING PERSONAL GUARANTY (INDIVIDUAL AS GUARANTOR)

Guarantor further waives all rights which Guarantor has or may have by statute or otherwise to require Creditor to institute suit against Debtor or to exhaust its rights or remedies against Debtor, Guarantor being bound to the payment of all the Indebtedness as fully as if same were directly owing to Creditor by Guarantor and as fully as if Guarantor was a joint maker with Debtor upon each note made or hereafter made by Debtor to Creditor. Guarantor further waives notice of adverse change in Debtor's financial condition or of any other fact which might materially increase Guarantor's risk.

Forbearance on the part of Creditor to take steps to enforce the payment of any of the Indebtedness, arising from Debtor's default in any respect whatsoever, or the giving of further time to Debtor shall in no way release Guarantor, but Guarantor shall remain liable hereunder for the prompt payment of the Indebtedness.

Creditor may take from Debtor any new or additional or substituted security from time to time without in any way impairing the obligation of Guarantor nor shall the impairment of the security which Creditor may from time to time hold from Debtor in any way operate to discharge Guarantor in whole or in part, it being specifically agreed that Guarantor waives the defense of impairment of collateral, and that Creditor is not required to exercise diligence to enforce its rights against Debtor. Guarantor hereby waives for himself, his heirs, executors, and personal representatives any rights whatsoever which Guarantor may acquire by law or otherwise to any equitable assignment of any or all of any security which Creditor may hold as security for the Indebtedness until such time as the Indebtedness is paid in full to Creditor.

Guarantor agrees that the balance due and unpaid at any time from Debtor to Creditor, as shown by the books of Creditor, shall be received as conclusive evidence of the amount of the Indebtedness as against Guarantor and shall not be disputed or questioned by Guarantor, and that Guarantor cannot avail himself or herself of any defense whatever which Debtor may have against Creditor other than the payment of the Indebtedness. Guarantor hereby waives all defenses given to sureties or guarantors at law or in equity other than the payment of the Indebtedness and the fact that certain of said defenses are hereby expressly mentioned does not mean that other defenses are not also waived. It is expressly agreed that Creditor cannot prejudice its rights against Guarantor by any act or omission on its part with respect to the Indebtedness. All remedies or actions for the enforcement by Creditor of the payment of the Indebtedness are cumulative and the pursuit of one shall not preclude the enforcement of any other rights or remedies.

This Continuing Guaranty constitutes the entire agreement and no waivers or modifications shall be valid unless written upon or attached hereto. If any provisions of this Continuing Guaranty are prohibited or held invalid under applicable laws or regulations of any jurisdictions in which it is sought to be enforced, then that provision shall be considered inapplicable, but shall not invalidate the remaining provisions.

If there is more than one Guarantor, their obligations under this Continuing Guaranty are joint and several.

This Continuing Guaranty shall extend to and bind the heirs, executors, and administrators of Guarantor, and shall inure to the benefit of all transferees, assignees and/or endorsers of Creditor of any part or parts or all of the Indebtedness.

Creditor may collect non-public information from Guarantor which may consist of information on credit applications or other forms, information regarding transactions with Creditor, affiliates or others and information that Creditor receives from consumer or credit reporting agencies and other outside sources during the time period that a line of credit is in effect or that any balance is due to Creditor under any lease or loan agreement between Debtor and Creditor ("Information"). Guarantor agrees that Creditor may disclose any of the Information to any affiliate, assigns or agents of Creditor at any time.

GUARANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THE INDEBTEDNESS, THIS CONTINUING GUARANTY AND ANY

Daimler
Truck Financial

CONTINUING PERSONAL GUARANTY (INDIVIDUAL AS GUARANTOR)

OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF CREDITOR, GUARANTOR OR DEBTOR. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CREDITOR LENDING MONIES TO DEBTOR.

It is agreed that this Continuing Guaranty shall be governed and construed, in all respects, in accordance with the laws of the state in which it was executed. Guarantor agrees that in all disputes or matters whatsoever arising under, in connection with, or incident to this Continuing Guaranty shall be litigated, if at-all, in and before a court located in said state; provided, however, that Creditor shall have the right, but not the obligation, to litigate in any state, province or country in which any of Guarantor's or any of Debtor's assets may be located.

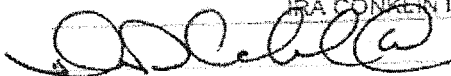
IN WITNESS WHEREOF,
Guarantor has executed this Guaranty as of this 22nd day of Sep, 2017.

Guarantor:

Guarantor's Name:

IRA CONKLIN III

Signature



Address:

2102 STATE ROUTE 300

WALLKILL, NY 12589-2934

Daimler
Truck Financial

AUTHORIZATION TO CONDUCT CREDIT INVESTIGATION
AUTHORIZATIONS, REPRESENTATIONS, AND WARRANTIES

If applying for credit, please sign this Authorization ("Authorization"). By signing this Authorization:

Authorizations

1. I authorize Dealer, Mercedes-Benz Financial Services USA LLC, ("MBFS"), Daimler Trust and any finance company, bank, or other financial institution to which the Dealer or MBFS and/or Daimler Trust submits my application ("You" or "Your") to investigate my credit and employment history (if an individual), obtain credit reports, contact any of my current or former creditors to verify any information contained herein or received in connection with this Authorization or the accompanying credit application which You deem relevant to the possible extension of credit to me ("information"), and release information about Your credit experience with me as the law permits. I authorize MBFS or Daimler Trust to disclose information to any affiliate, assignee or agent.
2. If an account is created, I authorize You to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.
3. If I am an individual, I authorize the release of federal and state records of my employment and income history.
4. If required by the transaction, I authorize MBFS or Dealer Trust to file a UCC Financing Statement.
5. I consent and agree that MBFS, Daimler Trust, and any successors, affiliates, agents or service providers may to the extent permitted by law: (i) monitor and record telephone calls concerning my account to assure quality of service or for other reasons; and (ii) use written, verbal, and electronic means to contact me, including, without limitation, manual calling methods, pre-recorded or artificial voice messages, text messages, e-mails and/or automatic dialing systems. Such means of contact may include use of an e-mail address or any telephone number I provide, now or in the future, including a cellular phone or other wireless device number, regardless of whether I incur charges as a result.

Representations and Warranties

6. I hereby represent and warrant that I intend to use the purchased or leased Equipment primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes. Generally speaking, the term agricultural purposes does not mean over-the-road transportation or hauling of goods.
7. I hereby represent and warrant that a bankruptcy proceeding is neither in progress nor expected.
8. If the accompanying credit application is submitted in the name of a business, I current and year-end financial statement, including P&L statement and balance sheet, may be required, audited if possible. I hereby represent and warrant that I will notify MBFS and Daimler Trust if I become aware of any material change in my financial condition.
9. If Applicant or Co-Applicant is a business entity, the signor for that entity hereby represents and warrants that he/she has authority to sign on behalf of the business entity.

CALIFORNIA RESIDENT: Applicant, if married, may apply for a separate account.

MAINE, RHODE ISLAND, AND TENNESSEE RESIDENTS: You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

NEW YORK RESIDENT: Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested and informed of the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

OHIO RESIDENT: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

As part of a like-kind exchange program, MBFS has engaged MBF Account Services LLC as a qualified intermediary. The originating Dealer/Lessor is hereby notified that MBFS has assigned to MBF Account Services LLC its rights (but not its obligations) for the purchase of the Equipment described in any Leases.

JOINT CREDIT (Non-business applicants only)

If a person is applying for joint credit with another person, complete the co-applicant section of the Credit Application.

Sign or initial here to indicate that you intend to apply for joint credit. x x
APPLICANT CO-APPLICANT

I certify that I have read and agree to the terms of this Authorization and the accompanying credit application and that the information in both documents is complete and true.

Applicant Name: WCC Tank Technology, Inc.

Personal Guarantor Name: Ira Conklin III

Signature: [Signature]

Signature: [Signature]

Title: President
(Enter a title if this Applicant is a BUSINESS ENTITY only.)

Date: _____

Date: _____

Personal Guarantor Name: _____

Co-Applicant Name: _____

Signature: _____

Date: _____

Signature: _____

Business Guarantor Name: _____

Title: _____
(Enter a title if this Co-Applicant is a BUSINESS ENTITY only.)

Signature: _____

Date: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ovation Risk Planners, Inc. 734 Walt Whitman Road Suite 207A Melville NY 11747		CONTACT NAME: PHONE (A/C, No, Ext): (631) 963-7383 E-MAIL ADDRESS: FAX (A/C, No): (631) 629-4700	
INSURED WCC Tank Technology Inc. 2102 State Route 300 PO Box 590 Walkill NY 12589		INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Co NAIC # 38318 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL16101807521 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY					GENERAL AGGREGATE \$
	OTHER					PRODUCTS - COMP/PROP AGG \$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS	1000199893161	10/15/2016	10/15/2017	BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS MADE				AGGREGATE \$
	DED RETENTION'S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OR MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L EACH ACCIDENT \$
	If yes, describe above					E L DISEASE EA EMPLOYEE \$
	DESCRIPTION OF OCCUPATIONS					E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Loss Payee, Additional Interest for 2018 Freightliner 114SD w/ Hydrovac Body; VIN: 1FVFM3DV8JHJR3428; Deductibles: Comp: \$2,500, Collision: \$2,500. Stated Amount: \$419,000.

CERTIFICATE HOLDER Daimler Trust 13650 Heritage Pkwy 1st Floor Fort Worth, TX 76177	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Villano/MIC <i>Michael Villano</i>

NEW YORK STATE INSURANCE IDENTIFICATION CARD

735 STARR INDEMNITY

Name & Address of Issuer: **Ovation Risk Planners, Inc**
Fax: 631 629-4700 **734 Walt Whitman Rd, Ste 207A**
Melville, NY 11747
Ph: 631 963-7383

An authorized NEW YORK insurer has issued an Owner's Policy of liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

WCC;TANK;TECHNOLOGY
INC
2102 STATE ROUTE 300
WALLKILL NY 12589

Policy Number
1000198983161

Effective Date Expiration Date
09/22/2017 **10/15/2017**
12:01 a.m. 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)
Applicable with respect to the following Motor Vehicle:

2018	FREIG
Year	Make
1FVMG3DV8JHJR3428	
Vehicle Identification Number	

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.



FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD

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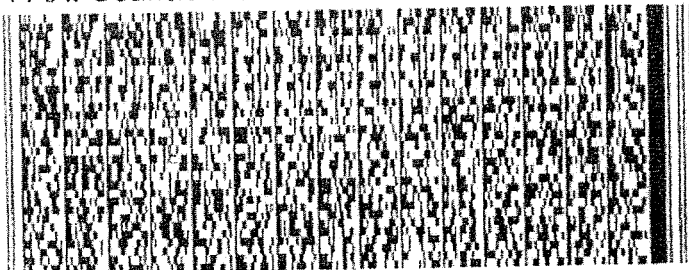
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FS-20

FAX: Scannable Bar Code



FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scannable bar code will be retained.
3. A faxed ID card must be replaced with a scannable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scannable barcode.

COPY



TRAC MOTOR VEHICLE LEASE

11602165

(Lessor)	(Lessee)
TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC; SUMMIT FINANCE CO. 4475 E. 74th Ave. Commerce City, CO 80022	WCC TANK TECHNOLOGY, INC. PO BOX 590 WALLKILL, NY 12589

This Lease Agreement (hereinafter "Lease") is entered into on July 28, 2017, by and between TRANS LEASE, INC. (hereinafter "Lessor") and WCC TANK TECHNOLOGY, INC. (hereinafter "Lessee").

1. **VEHICLE(S).** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Vehicle(s) described in each Schedule A now or hereafter executed pursuant to this Lease which are and shall be incorporated herein by reference (hereinafter referred to as "Schedule" or "Schedules"), together with any attachments or accessories now or hereafter incorporated in or attached to said Vehicle(s).

It is hereby agreed that additional Vehicle(s) may be added from time to time to additional Schedules executed by Lessor and Lessee, which Schedules shall be incorporated herein. Each such Schedule, when so executed, shall constitute a separate Lease of the Vehicle(s) described therein. Except as specifically modified with respect to Vehicle(s) by the appropriate Schedule identifying such Vehicle(s), all of the terms and conditions of this Lease shall govern the rights and obligations of Lessee and Lessor with respect to the Vehicle(s) described therein. Whenever reference is made herein to "this Lease" or "the Lease" it shall be deemed to include the various Schedules identifying all Vehicle(s) leased hereunder. For purposes of this Lease, Schedule A as well as any other schedule(s) hereafter executed shall be referred to as the "Schedule(s)" and the Vehicle(s) referred to therein shall hereinafter be described as the "Vehicle(s)".

2. **TERM.** This Lease shall become effective and commence on the delivery date stated on the applicable Schedule and shall continue until all rental payments as hereinafter described, and all of the Lessee's other obligations hereunder, have been satisfied in full by Lessee.

3. **RENTAL.** Lessee agrees to pay Lessor monthly payments in an amount and for the term indicated in the Schedule(s) without reduction or set off for any reason, except as otherwise provided in this Lease. This Lease is a completely net lease and Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind. The first payment shall be due on the date stated in the Schedule(s).

LESSEE EXPRESSLY UNDERSTANDS AND AGREES THAT IN THE EVENT THE PRESENT FEDERAL TAX LAW OR REGULATIONS OR RULINGS THEREUNDER ARE MODIFIED, ALTERED, REVOKED OR SUPPLEMENTED DURING THE TERM OF THIS LEASE OR IF DUE TO THE ACT OR OMISSION OF THE LESSEE THE LESSOR LOSES OR MUST RECAPTURE ALL OR ANY PART OF THE INCOME TAX BENEFITS LESSOR ANTICIPATED AS A RESULT OF ENTERING INTO THIS LEASE AND OWNING THE EQUIPMENT, THEN LESSEE'S MONTHLY LEASE PAYMENTS WILL BE INCREASED BY AN AMOUNT THAT WILL, IN THE REASONABLE OPINION OF LESSOR, MAINTAIN LESSOR'S NET AFTER-TAX RATE OF RETURN WITH RESPECT TO THIS LEASE AT THE SAME LEVEL IT WOULD HAVE BEEN IF SUCH LOSS HAD NOT OCCURRED

4. **LATE CHARGES AND INSUFFICIENT FUNDS.** In the event Lessee fails to pay rental payments, or any other sum required to be paid by Lessee, within ten (10) days after the date such payment or sum is due, Lessor may, without declaring Lessee to be in default, charge Lessee an amount equal to five percent (5%) of such past due amounts or the maximum allowed by law. In addition, Lessor may collect from Lessee a fee for dishonored checks in an amount not to exceed \$40 or the maximum amount permitted by applicable law, and Lessor may pursue any other right or remedy permitted by statute with respect to dishonored checks. Lessor's exercising of this right or the imposition of any charge shall in no way alter Lessor's right to additionally or subsequently declare Lessee to be in default and to seek the remedies provided for in this Lease.

5. **CHARGES AND TAXES.** Lessee agrees to pay promptly when due all fees, sales, excise and use taxes, duties, assessments, highway use tax, property tax or other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Vehicle(s), whether or not paid or payable by Lessor (excluding Lessor's net income, franchise and business and occupation taxes), and shall supply Lessor with proof of payment upon written demand therefore by Lessor.

6. **INSURANCE.** With respect to the Vehicle(s) leased hereunder, Lessee shall provide and continuously maintain during the Term of the Lease, at its own expense, Commercial Auto Insurance for bodily injury or death and property damage liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, or such other higher limit as may be required by law. Lessee shall also provide and continuously maintain during the Term of the Lease, at its own expense, collision and upset insurance with a deductible of not more than \$2,500 and fire, theft and combined additional coverage with a deductible of not more than \$2,500.

All insurance required herein shall protect Lessor and Lessee as their interests may appear. All insurance required to be provided by Lessee shall designate Lessor as an additional insured and loss payee and shall, by the terms of the policies or appropriate endorsements thereto (a) be primary to, and in no respect excess or contributory to or contingent upon any liability insurance provided by Lessor; (b) provide that all insurance proceeds are to be payable jointly to Lessor and Lessee; and (c) provide that all insurance proceeds shall be mailed to Lessor at the address set forth above. Lessee agrees that if it obtains any excess or umbrella liability insurance in addition to the minimum requirements set forth in this Lease such insurance shall also protect Lessor to the extent permitted by law.

All insurance required herein to be provided by Lessee shall be placed with an insurance company acceptable to and approved by Lessor. Lessor shall be provided with certificates of insurance (or other document(s) acceptable to Lessor) evidencing the insurance coverage required herein and establishing that such insurance is in effect with respect to the Vehicle(s) leased hereunder and will not be changed, altered or canceled by the issuing insurance company or allowed to be lapsed, reduced or terminated by the Lessee without thirty (30) days prior written notice to Lessor.

With respect to any such insurance, Lessee hereby appoints Lessor, or Lessor's assignee, as Lessee's attorney in fact, with full power (a) to determine at Lessor's discretion what is a reasonable sum for settlement and/or compromise of claim or suit, (b) to institute suit in Lessee's name, or in Lessor's name, or both, and to add any costs or expenses relating to the suit or claim, including legal fees and expenses, to the balance of Lessee's obligation(s) under the Lease, (c) to sign in Lessee's name any settlement, draft or check.

Lessee agrees that, with respect to insurance proceeds payable jointly to Lessor and Lessee, the proceeds are to be applied first against any claim against Lessor.

7. **LESSOR'S RIGHT TO PAY.** If Lessee fails to insure the Vehicle(s) as provided by Paragraph 5 hereof or if Lessee fails to pay and discharge all fees, taxes, liens and other charges as provided by Paragraph 5 hereof, Lessor, without prejudice to any other rights hereunder, may (but shall not be obligated to) provide such insurance, or may pay and discharge such fees, taxes, liens or other charges, and Lessee agrees to repay said sums to Lessor upon demand. If Lessee fails to repay Lessor within ten (10) days of Lessor's demand for repayment, Lessor may assess a late charge on such amounts in accordance with Paragraph 4 hereof. If such amounts, including late charges, remain unpaid for ten (10) additional days, then Lessee shall also be liable for interest thereon at the default rate of interest set forth in Paragraph 14 hereof, or the maximum amount permitted by law.

8. **INDEMNIFICATION.** Lessee assumes liability for and agrees to defend, indemnify and hold Lessor harmless from any claim (including, without limitation, claims involving strict liability, tort liability or product liability), liability, loss, cost, expense or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements, and attorney's fees) by or to any person whomsoever and regardless of its basis, which directly or indirectly results from or pertains to the purchase, sale, leasing, manufacture, delivery, ownership, use, possession, operation, condition (including, without limitation, latent or other defects, whether or not discoverable, and patent, trademark and copyright infringement), removal, return or storage of the Vehicle(s). **LESSEE'S INDEMNITIES AND LIABILITIES SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXPIRATION OR CANCELLATION OF THIS LEASE FOR ANY REASON.**

Upon request by Lessor, Lessee shall assume the defense of all demands, claims, actions, suits and all other proceedings against Lessor for which indemnity is provided herein and shall allow Lessor to participate in the defense thereof. Lessor shall be subrogated to all rights of Lessee for any matter for which Lessor has assumed obligation hereunder and may settle such demand, claim or action without Lessee's prior consent.

9. **ASSIGNMENT.** All right, title and interest in and to this Lease, as well as to the Vehicle(s) leased hereunder, may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment by Lessor or its assignee, Lessee shall make all payments coming due hereunder to the assignee without offset, counterclaim or defense of any kind. It is expressly understood that any reference in this Lease to "Lessor" shall be construed to mean Lessor or Lessor's assignee.

Lessee shall not assign, transfer or sublet this Lease, the Vehicle(s) leased hereunder or Lessee's interest hereunder without Lessor's prior written consent (which may be withheld at Lessor's sole discretion), nor shall Lessee's interest hereunder inure to the benefit of any trustee, receiver, creditor or successor of Lessee or its property, whether or not in bankruptcy, or whether by operation of law or otherwise.

This Lease shall be binding upon and inure to the benefit of any permitted successors and assigns of Lessor and Lessee.

10. **OWNERSHIP/TITLE.** Ownership of and title to all Vehicle(s) shall be and remain in Lessor, notwithstanding possession and use thereof by Lessee. Lessee has not acquired, and will not acquire by its acceptance of this Lease, any proprietary rights or interest in the Vehicle(s). Lessee agrees that it will, upon the request of Lessor, execute and deliver to Lessor notice or informational filings indicating Lessor's and Lessee's respective interest in the Vehicle(s). Lessor and Lessee intend for this Lease to be a lease (and not an agreement of purchase granting a security interest in favor of Lessor). Lessee acknowledges that unless and until Lessor allows Lessee to purchase the Vehicle(s) pursuant to paragraph 16 below, Lessee's interest shall be that of lessee and not owner. Lessee shall keep the Vehicle(s) free from all lien and encumbrances.

11. **USE, INSPECTION AND ALTERATIONS.** Lessee at its sole expense shall have the Vehicle(s) leased hereunder serviced in accordance with the manufacturer's approved maintenance schedules, ensure that maintenance records are available for review by Lessor at reasonable time(s) and place(s) and maintain the Vehicle(s) in good repair, appearance, functional order, and good lawful operating condition; shall not use or permit the use of the Vehicle(s) in any unintended, injurious or unlawful manner; shall not subject the Vehicle(s) to unusual, extreme or severe operating conditions; and shall not change or alter the Vehicle(s) without Lessor's prior written consent (which may be withheld at Lessor's sole discretion), except that Lessee shall make such alterations and improvements, at Lessee's expense, as may be required from time to time to meet the requirements of law or of any federal, state or local governmental authority having jurisdiction over the Vehicle(s). To ensure compliance with the foregoing, Lessor shall have the right, at any reasonable time, to enter Lessee's premises or elsewhere to inspect the Vehicle(s) or to observe its use. All improvements and alterations, other than improvements which can be readily removed without causing damage to the Vehicle(s) and without rendering them unable to comply with law, shall become part of the Vehicle(s) and shall be the property of Lessor.

12. **LOSS AND DAMAGE.** Lessee hereby assumes the risk of loss, including theft or destruction, and the risk of damage to the Vehicle(s) leased hereunder, from any and every cause whatsoever, whether or not such loss is covered by insurance. Loss or damage to the Vehicle(s), or any part thereof, shall not relieve Lessee of any obligations under the Lease, and there shall be no abatement of rental otherwise due hereunder during the period Vehicle(s) is stolen or missing or during the time required for any repair, adjustment, servicing or replacement of a Vehicle(s). In no event shall Lessor be liable to Lessee, its employees or agents, for business or other losses by reason of loss, theft, destruction, repair, servicing or replacement of any Vehicle(s).

If a Vehicle(s) is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or is stolen, abandoned, or subjected to undue peril, Lessee will notify Lessor within ten (10) days of such occurrence or condition.

Lessor may cancel this Lease with respect to Vehicle(s) if the Vehicle(s) is beyond reasonable repair. If the Lease is canceled, under this Paragraph 12, Lessee's cancellation liability shall be the amount that Lessee would have to pay if Lessee had defaulted on the terms of the Lease as set forth in Paragraph 14 hereof. Lessor shall subtract the amount of any insurance proceeds payable to Lessor in connection with the damage or loss from Lessee's liability. Lessee expressly understands and agrees that in the event of a total loss, Lessee's insurance policy may not be sufficient to completely satisfy Lessee's indebtedness (as set forth in Paragraph 14 hereof), and Lessee agrees that in such event Lessee shall be liable for, and shall pay Lessor upon demand therefor the amount of any such deficiency.

13. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE**

a. **General Representations and Warranties.** Lessee represents, warrants and covenants that: (a) Lessee is duly organized and in good standing in all jurisdictions where legally required in order to carry on its business; (b) Lessee has duly authorized the execution, delivery and performance of this Lease, each schedule and all other documents contemplated hereby; and (c) there is no pending litigation, tax claim, proceeding, dispute and Lessee is not aware of any material circumstances of any kind that would now or with the passage of time affect Lessee's financial condition or impair Lessee's ability to perform its obligations under the terms of this Lease.

b. **Special Representations and Warranties.** Lessee represents, warrants and covenants to Lessor that: (a) the Vehicle(s) will not be used outside of the United States or Canada without prior written consent of Lessor (which may be withheld at Lessor's sole discretion); (b) Lessee is not and will not become an organization exempt from the tax imposed by Chapter 1 of the Internal Revenue Code of 1986 nor will Lessee allow any such entity to use the Vehicle(s); and (c) Lessee is not the United States, any State (including the District of Columbia) or political subdivision thereof, or any agency or instrumentality of the United States, any State or political subdivision thereof or any international organization, nor will Lessee allow any such entity to use the Vehicle(s). Lessee acknowledges that if any representation, warranty or covenant herein is false or if it takes any action or omits to take any action which causes any such representation, warranty or covenant to be false or to be breached, Lessor, or the affiliate group of which it is a member, may suffer adverse tax consequences.

c. **Breach.** Lessee agrees that if it breaches any such representation, warranty or covenant or if the same shall become false, in addition to any other remedy available to Lessor at law, this Lease shall be deemed to be in default and Lessee shall be liable to Lessor in the manner and for the amounts specified in Paragraph 14 hereof.

14. **DEFAULT.** Time is of the essence in this Lease, and Lessor may declare this Lease to be in default upon the occurrence of any of the following events: (a) Lessee's failure to pay when due the full amount of any payment required hereunder, including, without limitation, rent, taxes, liens, insurance, indemnification, repair or other charges, or Lessee's failure to perform any other obligation, agreement or affirmation required by the terms hereof to be performed by Lessee; or (b) the making of any false or misleading statement by Lessee prior to or in connection with this Lease; or (c) Lessee's death, dissolution, or other termination of existence or Lessee's suspension or cessation of the conduct of its business, or a material change in Lessee's financial condition or impairment of Lessee's ability to perform its obligations under the terms of this Lease; or (d) Lessee's becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver; or (e) seizure of or levy upon the Vehicle(s) leased hereunder by reason of any legal or governmental process directed against Lessee; or (f) any bankruptcy, insolvency, termination, death, or default of any guarantor of Lessee's obligations under this Lease or a material change in such guarantor's financial condition or impairment of such guarantor's ability to guaranty Lessee's obligations under this Lease; or (g) significant change in the management, ownership or control of Lessee without Lessor's consent; or (h) Lessee's default under the terms of any other agreement, including any other lease or loan agreement, with Lessor or an affiliate of Lessor.

Upon Lessee's default, Lessee shall be liable for, and shall pay Lessor upon demand, the sum of the following as liquidated damages: (i) any Lease payments or other amounts due and owing as of the time of default; plus (ii) the balance of the Lease payments Lessee would have paid had the Lease gone to full term, less a deduction for the time value of such payments; plus (iii) the Residual Value as set forth in the applicable Schedule(s) to the Lease; plus (iv) an amount equal to one monthly Lease payment; plus (v) any security deposit held by Lessor under the Lease; plus (vi) any and all commissions, fees or other amounts paid by Lessor's assignee as consideration for the assignment of this Lease; plus (vii) any sales, use and property taxes, and other similar taxes, charges or fees.

In the event of Lessee's default, Lessee agrees to surrender the Vehicle(s) to Lessor at such location as Lessor may designate, and the Lessor may take possession of the Vehicle(s) wherever the same may be found, whether on Lessee's premises or elsewhere. Lessee further agrees that any and all rights or interest Lessee may have in the Vehicle(s) shall be extinguished upon Lessee's default. In the event of Lessee's default, Lessee voluntarily, knowingly, and intelligently waives any right to have a hearing prior to losing possession of the Vehicle(s) by means of a court order.

If the repossessed Vehicle(s) contain property not belonging to Lessor, Lessor may notify Lessee in writing that if Lessee does not remove such property from Lessor's premises within seven (7) days Lessor shall have the right to store and/or dispose of such property. The notice shall request the name, address, and telephone number of the owner of the property. Lessee shall be responsible for all costs and expenses incurred by Lessor in storing and/or disposing of the property and shall defend, protect, and indemnify Lessor from all loss, cost, damage, or expense Lessor may suffer or incur as a result of the property being located in the Vehicle (s).

If Lessor obtains possession of the Vehicle(s) following Lessee's default, Lessor may, but shall not be obligated to dispose of the Vehicle(s) by public or private sale in the wholesale or retail market, and such disposition may be with or without notice to Lessee or, if Lessor so elects in its sole discretion, Lessor may relet any one or more of the Vehicle(s). In the event of a public or private sale or reletting, Lessor shall deduct from Lessee's default liability the amount of any proceeds obtained upon disposition of the Vehicle(s) less any reasonable costs or expenses incurred by Lessor in connection with the repossession, storage, restoration and/or disposition or reletting of the Vehicle(s). Lessor may assess, and Lessee will be liable for, interest on the total amounts Lessee may owe to Lessor from time to time by reason of Lessee's default at the rate of eighteen percent (18%) per annum or at the highest rate allowed by applicable law, whichever is less, both before and after judgment, to the extent permitted by law. Lessee shall also be liable for any collection or legal costs or expenses incurred by Lessor, including reasonable attorney's fees and court costs.

If Lessee is Lessee under two or more leases with Lessor, a default under one lease shall be a default under all leases. Lessor shall have the right to declare all leases in default and with respect to such leases shall have all of the rights and be entitled to exercise all remedies set forth herein with respect to a default by Lessee. Lessee shall, with respect to all leases, have all of the obligations and liabilities set forth herein with respect to a default by Lessee. Any monies received by Lessor under any lease may be applied by Lessor to any lease then in effect, in such amounts and in such order as Lessor in its sole discretion determines.

Lessee understands and agrees that the remedies provided under this Lease in favor of Lessor upon default shall not be exclusive, but shall be cumulative and in addition to any other remedies available to Lessor, whether existing in law, equity or bankruptcy.

15. **PREPAYMENT FEE.** To the extent permitted by applicable law, it is understood that if Lessee prepays any Obligations or if Lessor accelerates payment of any Obligations as a result of Lessee's default, Lessor has the right, in addition to any other right provided for in this Agreement or by law, to charge Lessee, and Lessee hereby agrees to pay to Lessor, fees in an amount equal to three percent (3%) of the then unpaid principal balance of the Obligations from the start date through 50% of the term of this Agreement ("Prepayment Fees"). The parties intend that the Prepayment Fees constitute compensation, and not a penalty, and that the Prepayment Fees are reasonable fees in the event of Lessee's prepayment of the Obligations or an acceleration of payment of any Obligations as a result of Lessee's default.

16. **SECURITY DEPOSIT.** At all times during this Lease, Lessee shall deposit and maintain with Lessor a security deposit in the amount, if any, identified on Schedule A. Any security deposit made by Lessee hereunder shall be returned to Lessee, without interest, upon the expiration of the Lease; provided, however, that in the event of a default by Lessee hereunder or a breach of any of the terms of this Lease by Lessee, the security deposit shall be applied to reduce any obligations or liabilities of Lessee to Lessor associated with such default or breach. If Lessor applies any amount of the security deposit as provided in this Section 16, then promptly upon notice by Lessor to Lessee, Lessee shall deposit with Lessor an amount equal to the amount so applied so that, after such additional deposit, the full amount of the security deposit shall be made by Lessee.

17. **PURCHASE OPTION.** It is understood and agreed that Lessee has no option to purchase the Vehicle(s) at any time; however, the Lessee may have the opportunity to purchase the Vehicle(s) upon the expiration of the Lease for an amount equal to the Residual Value set forth in the Schedule(s). In addition, Lessee must pay any official fees and taxes assessed in connection with the purchase, including any sales, use and property taxes, and other similar taxes, charges or fees plus any other amounts due hereunder but not paid at the time of termination. Lessee expressly understands that Lessee shall have absolutely no equity or other ownership rights in the Vehicle(s) unless and until Lessee purchases said Vehicle(s) pursuant to this Paragraph.

18. **END OF LEASE TERMINATION LIABILITY.** If Lessee does not purchase the Vehicle(s) at the end of the Lease term, Lessee shall, at Lessee's expense, assemble and return the Vehicle(s) leased hereunder unencumbered at Lessor's place of business, or at such other place as Lessor specifies, in the same condition, appearance and functional order as received, reasonable and ordinary wear and tear expected, payable at the time of surrender.

If Lessee fails to return or release the Vehicle(s) on or before the last day of the Lease term, in addition to any remedy available to Lessor under this agreement, at law or in equity, Lessee shall be obligated to pay, as holder lease payments, an amount equal to one times the monthly payment for each month (or portion thereof) that the Lessee fails to return or release the Vehicle(s). Notwithstanding the foregoing, receipt of the monthly holdover payment shall not constitute consent of permission by Lessor to retain possession of the Vehicle(s).

Upon the return of the Vehicle(s) as herein provided, Lessor may sell or relet the Vehicle(s) at a public or private sale with or without notice to Lessee. If the amount received from such transactions (less sales, use and property tax payable, reasonable sales commissions and restoration costs, if any) exceeds the Residual Value of the Vehicle(s) set forth in the Schedule(s), the amount of such surplus shall be paid to Lessee. If the amount received from such transactions (less sales tax payable, reasonable sales commissions and restoration costs, if any) is less than the Residual Value of the Vehicle(s) set forth in the Schedule(s), Lessee shall be liable for, and shall pay upon demand, the amount of such deficiency to Lessor, except that such deficiency shall not exceed the amount set forth in the Terminal Rental Adjustment Addendum.

Lessee acknowledges that the potential benefit of liability contemplated by this Paragraph 18 is not intended to create any equity interest in the Vehicle(s) for Lessee but rather designed as an incentive for Lessee to properly maintain the Vehicle(s) as required by this lease.

19. **DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY.** LESSOR IS NOT THE PRODUCER, MANUFACTURER OR DESIGNER OF THE VEHICLE(S) LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR THE VEHICLE(S) LEASED HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE. LESSOR SHALL HAVE NO LIABILITY FOR ANY AND ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR SPECIAL DAMAGES.

Lessee agrees, however, to assign to Lessee all of the manufacturer's standard warranties applicable to the Vehicle(s), together with any rights and remedies afforded thereunder, to the extent that the said warranties, rights and remedies are assignable.

20. **ENTIRE AGREEMENT.** This Lease and the Schedule(s) referred to herein constitute the entire agreement of the parties hereto. No waiver or modification of this Lease shall be effective unless in writing and signed by both parties. No waiver or indulgence by Lessor of the deviation by Lessee of any performance required herein shall be deemed a waiver of Lessor's rights to subsequent or other full and timely performance.

21. **SUCCESSOR AND/OR ASSIGNS.** This Lease shall be binding upon and inure to the benefit of any permitted successors and/or assigns of the respective parties hereto.

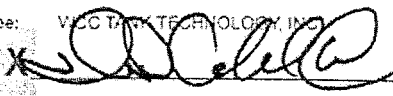
22. **COSTS AND ATTORNEY'S FEES.** If Lessor employs an agent or other party for purposes of collection or repossession, or if Lessor refers this Lease to an attorney for purposes of collection or repossession of Lessor's interests herein or the enforcement of Lessor's rights and remedies hereunder, Lessee agrees to reimburse Lessor upon Lessor's demand for all of Lessor's reasonable repossession costs, attorney's fees and expenses to the extent permitted by applicable state law.
23. **NOTICES.** All notices and payments shall be mailed to the respective parties at the addresses hereinabove indicated, or such other address as a party may provide from time to time in writing.
24. **GOVERNING LAW AND JURISDICTION.** Any and all disputes and claims of any kind and nature whatsoever arising under this Agreement shall be handled as provided in this Section. This Agreement shall be deemed to have been made in the State of Colorado and shall be governed by and construed and interpreted in accordance with the internal laws of the State of Colorado (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the truck supplied hereunder. Lessor and Lessee agree that this Agreement was entered into at Lessor's address set forth above. Lessee expressly waives any and all right to a jury trial regarding any dispute hereunder. Lessee hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Lessee hereby irrevocably waives, and hereby agrees not to assert by way of motion, defense, or otherwise, any claim that Lessee is not subject personally to the jurisdiction of such courts, that the truck or other vehicle or equipment to be supplied hereunder or any other property of Lessee is exempt or immune from attachment or execution, that any action brought under this Agreement is brought in an inconvenient forum, that the venue of the action is improper or that this Agreement cannot be enforced by any such courts. Notwithstanding the foregoing, Lessor may bring an action in replevin, trespass, detinue, trover or any similar action in any jurisdiction in which the property subject to such action is located.
25. **COPIES IN LIEU OF ORIGINALS** Lessee acknowledges and agrees that the Lessor may, in its sole discretion, destroy or otherwise not retain the original Lease and/or any other documents related to the Lease (collectively, the "Lease Documents") and may scan and/or store copies of the Lease Documents electronically or by such other means as it deems appropriate. Lessee agrees that copies of the Lease Documents are and shall be fully enforceable and/or admissible in evidence to the same extent that the original Lease Documents would be so enforceable and admissible. Lessee hereby waives any claims that such copies should not be considered authentic or that it would be unfair to admit or use copies in lieu of the original Lease Documents. Lessee further agrees to re-execute any Lease Documents at the request of the Lessor.
26. **SEVERABILITY; ENFORCEABILITY.** If any of the provisions of this Lease are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which this Lease is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions. Any provisions of this Lease that are unenforceable in one jurisdiction shall not render unenforceable such provisions in any other jurisdiction.
27. **ARTICLE 2A WAIVER.** To the extent permitted by applicable law, Lessee hereby waives all rights and remedies under Section 2A-508 through 533 or corresponding section of the Uniform Commercial Code article or division pertaining to personal property leasing in any jurisdiction in which enforcement of this Lease is sought and any successor provisions thereto.
28. **POWER OF ATTORNEY.** As set forth on Schedule "B" attached hereto, and to the extent permitted by law, Lessee hereby appoints Lessor as Lessee's agent and attorney-in-fact, with full power of substitution, for and on behalf of Lessee, for the purpose set forth in such Schedule.
29. **PROGRAM PARTNER.** Lessee acknowledges and agrees that this Lease is between Lessor and Lessee only. Lessee agrees that if this Lease is marketed, promoted, advertised or presented by any third party authorized by Lessor ("Program Partner"), whether pursuant to any leasing or financing program between Lessor and Program Partner or otherwise, Lessee will defend and hold Program Partner, its affiliates, and their officers, directors, employees, agents and their respective successors and/or assigns, harmless from and against any claims, liability, losses, costs and expenses related to this Lease or the Vehicle(s) of any nature whatsoever. **LESSEE AGREES THAT PROGRAM PARTNER SHALL HAVE NO LIABILITY TO LESSEE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES.**
30. **TRACTORS OPERATED WITHIN THE STATE OF CALIFORNIA.** If this lease is for a heavy-duty tractor then the lessee of the equipment understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95312, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.
31. **TRAILERS OPERATED WITHIN THE STATE OF CALIFORNIA.** If this lease is for a box-type trailer then the lessee of the equipment understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95312, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

LESSEE ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS LEASE.

I HAVE RECEIVED AND READ A COMPLETED COPY OF THIS AGREEMENT BEFORE SIGNING BELOW.

Dated: July 28, 2017


Lessee: VICO TRUCK TECHNOLOGY, INC.

By: 
Title: VICE PRESIDENT

By: X
Title: _____

BY SIGNING BELOW, THE LESSOR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS LEASE.

Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.
SUMMIT FINANCE CO

By: 
Title: Vice President



SCHEDULE "A" VEHICLE DESCRIPTION AND TERMS

WCC TANK TECHNOLOGY, INC., Lessee
 PO BOX 590
 WALLKILL, NY 12589

11602165
 Schedule No. 002

This Schedule is executed and delivered this July 28, 2017 ("Delivery Date"), under and pursuant to the terms of that certain Lease Agreement No. 11602165 dated July 28, 2017, by and between the undersigned Lessor and Lessee ("Lease Agreement"). Terms used in this Schedule and not defined herein are defined in the Lease Agreement.

Year/Make/Model	Serial Number	Base Location	Contract Date
2017 FREIGHTLINER 114SD TRUCK W/FOREMOST 1200HD HYDROVAC BODY S/N 83455	1FVMG3DV9HHJA5170	2102 STATE ROUTE 300, WALLKILL, NY 12589 County: ULSTER	07/28/2017

Capitalized Cost	\$409,928.00
Security Deposit	\$0.00
Residual Value	\$83,539.00
Term (Number of Months)	49
Payment Start Date	08/20/2017
Administration Fee	\$495.00
Other	


Base Lease Payment	\$6,447.08
Sales Tax	\$0.00
Personal Property Tax	\$0.00
Total Payment	\$6,447.08

Ratification and Affirmation of Representations, Warranties and Covenants - Lessee hereby agrees that its warranties and covenants made in the Lease Agreement are approved, ratified and affirmed in all aspects as of the date of this Schedule and confirms that the representations made in the Lease Agreement and Statement are, as of the date of this Schedule, true, accurate and complete in all aspects. Lessor and Lessee hereby characterize this Schedule as a separate Lease with respect to each of the vehicle(s) set forth herein.

Lessee also represents, warrants and certifies that the vehicle(s) were available for use and placed in service by Lessee on the "Delivery Date."

Dated: July 28, 2017

Lessee: WCC TANK TECHNOLOGY, INC.

By: 
 Title: VICE PRESIDENT

By: X _____
 Title:

Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEPLASING, INC.
 SUMMIT FINANCE CO.

By: 
 Title: Vice President



SCHEDULE "A" VEHICLE DESCRIPTION AND TERMS

WCC TANK TECHNOLOGY, INC., Lessee
 PO BOX 590
 WALLKILL, NY 12589


11602165
 Schedule No. 002

No. of pmts	Payment Date	Base lease pmt	Tax	PPT Escrow Amount	Total pmt
1	08/20/2017	\$0.00	\$0.00	\$0.00	\$0.00
1	09/20/2017	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	10/20/2017	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	11/20/2017	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	12/20/2017	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	01/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	02/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	03/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	04/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	05/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	06/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	07/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	08/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	09/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	10/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	11/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	12/20/2018	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	01/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	02/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	03/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	04/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	05/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	06/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	07/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	08/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	09/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	10/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	11/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	12/20/2019	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	01/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	02/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	03/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	04/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	05/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	06/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	07/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	08/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	09/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	10/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	11/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	12/20/2020	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	01/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	02/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	03/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	04/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	05/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08

1	06/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	07/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08
1	08/20/2021	\$6,447.08	\$0.00	\$0.00	\$6,447.08


Dated: July 28, 2017

Lessee: WPC TANK TECHNOLOGY, INC.

By: 
 Title: VICE PRESIDENT

By: X
 Title:

Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.

By: 
 Title: Vice President



SCHEDULE "C" TO TRAC MOTOR VEHICLE MASTER LEASE
TERMINAL RENTAL ADJUSTMENT ADDENDUM

11602165 Schedule No: 002

(Lessor)	(Lessee)
TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. PO Box 16464 Denver, CO 80216-0464	WCC TANK TECHNOLOGY, INC. PO BOX 590 WALLKILL, NY 12589

The following additional terms are a part of a Master Lease Agreement between Lessor and Lessee dated July 28, 2017 ("Lease Agreement").


1. In accordance with Section 7701(h) of the Internal Revenue Code of 1986, under penalty of perjury, Lessee hereby certifies that it intends that more than fifty percent (50%) of the use of each of the Motor Vehicle(s) is to be a trade or business of Lessee.
2. Lessor and Lessee hereby acknowledge that solely with respect to that certain Schedule A dated July 28, 2017 of the Lease Agreement and to each of the Vehicles set forth therein, the Lease Agreement is modified by deleting the second sub-paragraph of Paragraph 18 "END OF LEASE TERMINATION LIABILITY" Subparagraph 2, and replacing it with the following:

Upon the return of the Vehicle(s) as herein provided, Lessor will sell the Vehicle(s) at a public or private sale with or without notice to Lessee. If the amount received from the sale (less sales tax payable, reasonable sales commissions and restoration costs, if any) exceeds the Residual Value of the Vehicle(s) as set forth in the Schedule(s), the amount of such surplus shall be paid to Lessee. If the amount received from the sale (less sales tax payable, reasonable sales commissions and restoration costs, if any) is less than the Residual of the Vehicle(s) as set forth in the Schedule(s), Lessee shall be liable for, and shall pay upon demand, the amount of such deficiency to Lessor, except that such deficiency shall not exceed \$33,539.00. Lessee acknowledges that the potential benefit or liability contemplated by this Paragraph 2 is not intended to create any equity interest in the Vehicle(s) for Lessee, but rather is designed as an incentive for Lessee to properly maintain the Vehicle(s) as required by this Lease.

3. Any amount paid to or by Lessee pursuant to this Schedule shall be the "Terminal Rental Adjustment."
4. Lessee has been advised that LESSEE WILL NOT BE TREATED AS THE OWNER OF THE EQUIPMENT FOR FEDERAL INCOME TAX PURPOSES.
5. Lessee agrees to indemnify Lessor pursuant to Paragraph 8 of the Lease Agreement for any claims, losses, costs, damages, and expenses, of whatsoever kind and nature, including legal fees, resulting from Lessee's breach of the above representation and certification.
6. Lessee further acknowledges and agrees that all other terms and conditions of said Lease, shall remain in full force and effect.

Dated: July 28, 2017

Lessee: WCC TANK TECHNOLOGY, INC.

By: 
Title: VICE PRESIDENT

By: X
Title:

BY SIGNING BELOW, THE LESSOR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS LEASE.

Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.;
SUMMIT FINANCE CO.

By: 
Title: Vice President



DELIVERY AND ACCEPTANCE SCHEDULE

11602165 Schedule No: 002

(Lessor)	(Lessee)
TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. PO Box 16464 Denver, CO 80216-0464	WCC TANK TECHNOLOGY, INC. PO BOX 590 WALLKILL, NY 12589

With respect to a Lease between Lessor and Lessee dated July 28, 2017, Lessee hereby certifies and represents to Lessor as follows:

1. Certificate of Delivery and Acceptance and Date of Placement in Service: Lessee hereby certifies to Lessor that on and as of the date described above as "Delivery Date", the vehicle(s) described herein: (1) are tangible personal property and (2) have been delivered to and are in the possession of the Lessee.

Lessee also represents, warrants, and certifies that the vehicle(s) were available for use and placed in service by Lessee on the above-described "Delivery Date".

2. Acceptance Acknowledgment: Lessee acknowledges that the vehicle(s) was received in good condition and is in good operating condition and acceptable to Lessee. Lessee approves payment by Lessor to the supplier.

Unit Description	Serial Number
2017 FREIGHTLINER 114SD TRUCK W/FOR MOST 1200HD HYDROVAC BODY S/N: 83455	1FVMG3DV6HHJA5170

Date of Delivery: July 28, 2017

Point of Delivery: 2102 STATE ROUTE 300, WALLKILL, NY 12589 County: ULSTER

Dated: July 28, 2017

Lessee: WCC TANK TECHNOLOGY, INC.

By: 

By: X _____

Title: VICE PRESIDENT

Title: _____

BY SIGNING BELOW, THE LESSOR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS LEASE.

Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.;
SUMMIT FINANCE CO.

By: 

Title: Vice President



AGREEMENT TO PROVIDE INSURANCE FOR LEASES

11602165-002

In accordance with the Lease Agreement described below, Lessee hereby agrees to provide Trans Lease, Inc., DBA Trans Lease, Inc.; GEP Leasing, Inc.; Trans Lease, Inc. of Colorado; and Summit Finance Co. with certificates of insurance evidencing primary auto liability (bodily injury & property damage), non-trucking liability (if applicable) and comprehensive and collision coverage. Lessee agrees to carry all of the below listed requirements to be provided on a certificates of insurance effective throughout the term of the lease:

The following items must be listed on the certificate(s) of insurance for each policy renewal during term of the lease:

1. Lessee Name *must* be listed on certificate as: WCC TANK TECHNOLOGY, INC.
2. Lessee Name should be named insured on the policy(s). If not named insured, additional insured status must be provided for both primary auto liability and non-trucking (bobtail) liability.
3.

Vehicle Description(s)	Vin#(s)	Actual Cash Value
2017 FREIGHTLINER 114SD TRUCK W/FOREMOST 1200HD HYDROVAC BODY S/N: 63455	1FVMG3DV9HHJA5170	\$409,928.00
4. Proof of **PRIMARY AUTO LIABILITY & NON TRUCKING LIABILITY** (if applicable) with a *Minimum* amount of \$1,000,000 Combined Single Limit: \$1,000,000 for Bodily Injury / \$1,000,000 for Per Person / \$1,000,000 for Property Damage
5. Proof of **COMP. & COL. / PHYSICAL DAMAGE** with a *Maximum Deductible* of \$2,500.00
6. Trans Lease, Inc. is required to be listed as **ADDITIONAL INSURED** for both Primary and Non-Trucking Liability Purposes **AND LOSS PAYEE** for Comp. & Col. / Physical Damage.
7. Lender/Lienholder will also need to be listed as a "LENDER'S LOSS PAYEE"
8. Certificates must show both **Effective Dates** and **Expiration Dates**.
9. Trans Lease, Inc. prefers certificates be done on an **ACCORD 25-S** to show the scope of **Liability Insurance** and **ACCORD 27** as evidence of **Property Insurance**.

I hereby agree to furnish such insurance as required by Trans Lease, Inc. DBA Trans Lease, Inc.; GEP Leasing, Inc.; Trans Lease, Inc. of Colorado; and Summit Finance Co. and authorize any coverage increases as may be necessary to meet such requirements. Furthermore, I agree to notify Trans Lease, Inc. of any agent or insurance company changes, policy cancellations, or policy changes within 24 hours to ensure proper coverage is kept on file at all times.

July 28, 2017

Insured's (Lessee) Signature

Insured's (Lessee) Signature

X _____



LEASE FACTS

11602165 Schedule No: 002

Payments: Most first payments are due at the same time your documents are signed, followed by the second payment due within 30 days. Your first payment is due on August 20, 2017. Payments received after 3:00 p.m. MST will be credited to the next business day.

Billing Statements: Statements are mailed out 17 days prior to payment due date. Electronic billing is also available.

Late charges: A late fee will be charged after a 10 day grace period. A 5 % fee on the total amount of your payment will be assessed if not received by the end of the grace period. It will be billed in the next billing cycle.

Insurance: A certificate evidencing proper coverage is required before any equipment is picked up or delivered. If you change companies, you must have your new agent contact us to add the correct lienholder, additional insured and loss payee information. For exact limits, see the Master Lease or Agreement to Provide Insurance.

Remittances: Rentals / Payments should be mailed to:

TRANS LEASE, INC.
PO Box 16464
Denver, CO 80216-0464

Pre-Authorized Checking (PAC): Payments can be automatically deducted from your checking account at any bank. Please contact our office for the paperwork. Payments are deducted on your due date.

Equipment damage: Any accidents or damage to the equipment you have leased or financed should be reported immediately to your insurance company and our office.

Property Tax: Trans Lease, Inc. is required to file and remit business personal property tax on your behalf if the state in which the vehicle is titled requires it. Your lease will be charged for the tax due, any additional sales tax and an administration fee of \$35.

Property Tax Escrow: A property tax escrow account is available at no charge. If you choose to participate in the escrow program, a monthly installment charge based on estimated annual property taxes will be billed to your lease. Upon receiving property tax bills, Trans Lease, Inc. will pay them from your escrow account. The property tax administration fee will also be reduced from \$35 to \$20.

Dated: July 28, 2017

Lessee: WCC TANK TECHNOLOGY, INC

By:  V.P.

By: X _____

Title: VICE PRESIDENT _____

Title: _____



ASSIGNMENT AND ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE (PledgeLine Program)

Lease Number: 11602165-002

Lease Date: July 28, 2017

Lessee: WCC TANK TECHNOLOGY, INC. PO BOX 590 WALLKILL, NY 12588

Vehicle: See Attached Schedule Vehicle ID: See Attached Schedule

THIS ASSIGNMENT AND ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE ("Assignment and Acknowledgment") is entered into as of the 28 day of July, 2017 by and between the above named Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Lessor") with regard to MERCEDES-BENZ FINANCIAL SERVICES USA LLC dba DAIMLER TRUCK FINANCIAL ("Lender"). Lessee and Lessor are sometimes collectively referred to herein as the "Parties."

- 1. Assignment Lessor hereby collaterally assigns to Lender in accordance with the terms of that certain Master Funding Agreement and Blanket Collateral Assignment Lessor's rights under the Lease, including without limitation Lessor's ownership interest, lien and other rights in the Vehicle(s) identified above, together with all rights which may have arisen before the date of this Assignment and Acknowledgment. Lessee and Lessor acknowledge and agree that Lender, in its sole discretion, may direct Lessee to make payment directly to Lender.
2. Acknowledgment of Encumbrance. The Parties acknowledge that the Vehicle(s) is encumbered by the lien of Lender, pursuant to that certain Master Funding Agreement and Blanket Collateral Assignment between Lessor and Lender, which lien is, and shall be, superior to the rights of Lessor and Lessee under the Lease. Lessee acknowledges and agrees that its rights under the Lease, including, but not limited to, the option to purchase, if any, and its rights in the Vehicle(s) identified above are in all respects subordinate, inferior and subject to the lien of Lender in the Lease and the Vehicle(s). The Parties acknowledge: (i) such lien shall continue to attach to the Vehicle(s) until the Advance made by Lender in connection with the Vehicle(s) is paid in full, together with all interest thereon; (ii) upon notice from Lender, Lessee will make lease or rental payments directly to Lender; (iii) Lessee will not make more than one rental payment in advance to Lessor, and (iv) Lessee will not hold Lender liable for the performance or non-performance of any of Lessor's obligations under the Lease, or otherwise, nor will it withhold lease or rental payments from Lender on account of Lessor's performance or non-performance. Lessee hereby agrees not to sell, lease, sublease or assign any interest in the Vehicle(s) without the prior written consent of Lessor and Lender. The Parties acknowledge and agree that they shall provide notice of Lender's lien to any subsequent purchaser or lessee of the Vehicle, and shall further indemnify Lender from any liabilities or damages which may arise as a result of the failure to provide: (i) notice of Lender's lien; or (ii) notice to Lender of any transaction relating to the Vehicle. It is acknowledged by the Parties that Lender is intended to be a third-party beneficiary of this Assignment and Acknowledgment.
3. Binding Effect. This Assignment and Acknowledgment shall be binding upon the successors and assigns of each of the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Acknowledgment as of the date first hereinabove written.

Please sign the original and a copy of this letter, indicating your acknowledgment and agreement to this letter.

Date: July 28, 2017

ACKNOWLEDGED BY:

Lessee: WCC TANK TECHNOLOGY, INC.

Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO.

By: [Signature] Title: VICE PRESIDENT

By: [Signature] Title: Vice President

By: X Title:



SCHEDULE "B"

POWER OF ATTORNEY

To the extent permitted by law, the undersigned WCC TANK TECHNOLOGY, INC. ("Lessee") hereby appoints Trans Lease, Inc. dba Trans Lease, Inc.; Trans Lease Inc. of Colorado; GEP Leasing, Inc.; Summit Finance CO. ("Lessor") as Lessee's agent and attorney-in-fact, with full power of substitution, for and on behalf of Lessee, (1) to prepare, execute, sign, file and record on its own behalf without the signature of Lessee; (a) any and all necessary UCC-1 financing statements and other documents required to perfect Lessor's interest in the Vehicle(s) and (b) all instruments and documents, applications, and certificates of title related to the application for certificate of title, registration, license and/or renewal and transfer of license plates with respect to the Vehicle(s); (2) to execute, file and record any and all documents necessary to protect and perfect Lessor's interest in the Vehicle(s); and (3) to assign the name of the Lessee with the same force and effect as if signed by Lessee. Without limiting the foregoing, Lessee further agrees, if Lessor requests, to execute any instrument or financing statement necessary to protect or reflect Lessor's interest in the Vehicle(s) and to pay the cost of filing or recording such instruments or documents.

2017 FREIGHTLINER 114SD TRUCK WFOREMOST 1200HD HYDROVAC BODY SIN. 63455 1FVMG3DV9HHJA5170

Lease Number 11602165 / 002

Dated: July 28, 2017


LESSEE: WCC TANK TECHNOLOGY, INC.

By: 

BRAD D. CONKLIN III
VICE PRESIDENT

By: X _____

Signed in the presence of



Witness

X _____
Witness

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

WILLIAM C. CONKLIN TO 2102 PARTNERS LLC

SECTION 3 BLOCK 1 LOT 21.31 + 21.61

RECORD AND RETURN TO: (name and address)

JONATHAN E. KOSCHEI, ESQ, 81 BONA VENTURE AVE WALLKILL, NY 12589



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 MORTGAGE SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
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)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (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 6 CROSS REF.
CERT. COPY ADD'L X-REF.
MAP# PGS.
PAYMENT TYPE: CHECK CASH CHARGE NO FEE
Taxable CONSIDERATION \$ 390,000
TAX EXEMPT
MORTGAGE AMT. \$ DATE
MORTGAGE TAX TYPE:
(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(D) EXEMPT
(E) 3 TO 6 UNITS
(F) NAT.PERSON/CR. UNION
(G) NAT.PER-CR.UN/1 OR 2
(H) CONDO

Donna L. Benson DONNA L. BENSON ORANGE COUNTY CLERK

RECEIVED FROM: Bill n Dale

RECORDED/FILED 09/29/2005/ 09:54:17 DONNA L. BENSON County Clerk ORANGE COUNTY, NY

FILE # 20050103002 DEED C / BK 11954 PG 0472 RECORDING FEES 213.00 TTX# 002027 T TAX 1,560.00 Receipt#479088 joannerd

STATE OF NEW YORK (COUNTY OF ORANGE) SS: I, ANN G. RABBITT, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS, ORANGE COUNTY, DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE ON 9/29/05 AND THE SAME IS A CORRECT TRANSCRIPT THEREOF IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL. COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS, ORANGE COUNTY 3/2/18



TOGETHER with all rights, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

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, the heirs of successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it reads "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


WILLIAM C. CONKLIN

Schedule A Description

Title Number **HN 35759 - A**

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange and State of New York being shown and designated as Lots 1 & 2 on map "Subdivision, Lands of Conklin" dated 2/14/89, last revised 11/1/89 and filed in the Orange County Clerk's Office as Map #9809.

Excepting so much of said lands as are shown as "Parcel A to become part of lot 2" on said map 9809.

Acknowledgment for Use Outside of New York State

STATE OF FLORIDA }
COUNTY OF **SUWANNEE** } ss.:

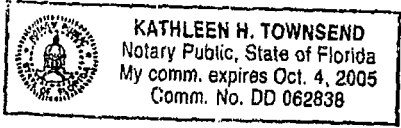
On the 19th day of September, in the year 2005, before me, the undersigned, personally appeared

WILLIAM C. CONKLIN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the

Live Oak, Florida
(insert the city or other political subdivision and the state the acknowledgment was taken)

Kathleen H. Townsend
Notary Public
Commission expires:



ACKNOWLEDGMENT

**STATE OF NEW YORK
COUNTY OF**

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) so acted, executed the instrument.

Notary Public

**STATE OF NEW YORK
COUNTY OF**

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) so acted, executed the instrument.

Notary Public

**Bargain and Sale Deed
With Covenant Against Grantor's Acts**

William C. Conklin

TO

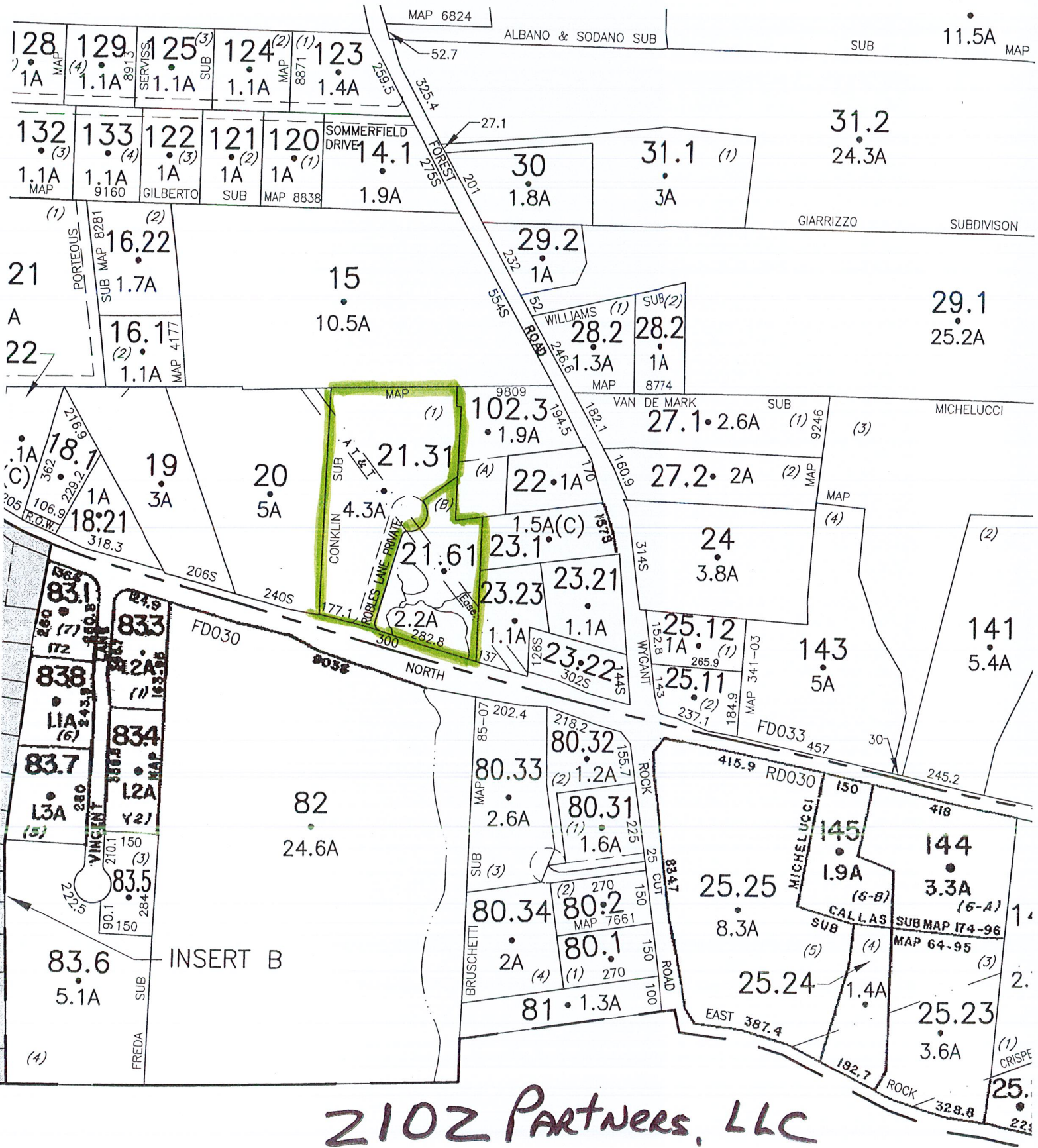
2102 Partners LLC

SECTION: 3
BLOCK: 1
LOT: 21.31 and 21.61
COUNTY OR TOWN: T/O Newburgh

STREET ADDRESS:
2102 NYS Route 300
Wallkill NY 12589

RETURN BY MAIL TO:

Jonathan E. Koschei
PO Box R
81 Bona Venture Avenue
Wallkill, NY 12589



210Z Partners, LLC

210Z Route 300, Wallkill

(3-1-21.61 & 3-1-21.31)