

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

Via electronic filing

August 20, 2015

Sybil Anderson, Headquarters Hearing Clerk
Office of Administrative Law Judges
U.S. Environmental Protection Agency
Mail Code 1900R
William Jefferson Clinton Building
1200 Pennsylvania Ave. NW
Washington, DC 20460

Re: In the Matter of: Aylin, Inc., et al (Docket No. RCRA-03-2013-0039)

Dear Ms. Anderson:

Please find enclosed a copy of a Complainant's Motion for Leave to File Supplemental Prehearing Exchange, Docket No. RCRA-03-2013-0039, in the above-referenced matter, filed electronically via the Office of Administrative Law Judge's electronic filing system.

Sincerely,



Janet E. Sharke
Senior Assistant Regional Counsel (3RC50)
sharke.janet@epa.gov
215-814-2689

cc: Jeffrey Leiter, Esq., Counsel for Respondents

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103**

In the Matter of:

Aylin, Inc.,	:	First Amended
Rt. 58 Food Mart, Inc.,	:	Administrative Complaint,
Franklin Eagle Mart Corp.,	:	Compliance Order and Notice
Adnan Kiriscioglu d/b/a New Jersey	:	of Right to Request Hearing
Petroleum Organization a/k/a NJPO	:	
5703 Holland Road Realty Corp.	:	
8917 South Quay Road Realty Corp.	:	
1397 Carrsville Highway Realty Corp.	:	

RESPONDENTS

Pure Gas Station	:	U.S. EPA Docket No. RCRA-03-2013-0039
5703 Holland Road	:	
Suffolk, VA 23437	:	
Rt. 58 Food Mart	:	Proceeding under Section 9006 of the
8917 S. Quay Road	:	Resource Conservation and Recovery Act,
Suffolk, VA 23437	:	as amended, 42 U.S.C. Section 6991e
Franklin Eagle Mart	:	
1397 Carrsville Highway	:	
Franklin, VA 23851	:	

FACILITIES

MOTION FOR LEAVE TO FILE SUPPLEMENTAL PREHEARING EXCHANGE

In accordance with the Presiding Officer's Prehearing Order of November 5, 2013, and consistent with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation/Termination or Suspension of Permits* ("Consolidated Rules of Practice"), 40 C.F.R. Part 22, Complainant moves for leave to supplement its Initial and Rebuttal Prehearing Exchanges filed on March 14, 2014, and May 20, 2014, respectively.

Complainant proposes to add thirteen exhibits denoted as CX 81-93 that were not included with its prior prehearing submittals.¹ Consistent with 40 C.F.R. § 22.19(f), Complainant seeks to promptly supplement its prior exchange of information because such information is either incomplete and/or inaccurate and has not otherwise been disclosed to Respondents pursuant to the Rules governing this proceeding.

In the present instance, Complainant is providing the documents well in advance of any hearing and attempted do so prior to this date when it first had control of such information. Complainant submits that each proposed exhibit contains information that is relevant and material to matters at issue in this proceeding and that such information is not unduly repetitious, unreliable, or of little probative value and is therefore admissible pursuant to 40 C.F.R. § 22.22(a).

The thirteen supplemental exhibits Complainant seeks to include are:

Exhibit 81, a four-page document reporting cathodic protection tests performed at Franklin on March 23, 2014, by BesTest [sic], LLC;

Exhibits 82, 83 and 84, each a three-page VADEQ form entitled “Notification for Underground Storage Tanks (USTs),” signed by Adnan Kiriscioglu, dated October 14, 2014, documenting the temporary closure status of the USTs at Pure Gas Station, Rt. 58 Food Mart and Franklin Eagle Mart, respectively;

Exhibits 85 and 86, each a two-page invoice from Petrochem Recovery Services for product removal services performed at USTs at Pure Gas Station and Rt. 58 Food Mart, respectively, in October 2014;

Exhibit 87, a three-page invoice from Petrochem Recovery Services for product removal services performed at USTs at Franklin Eagle Mart in October 2014;

Exhibit 88, a two-page printout from the New York State Division of Corporations regarding Technic Management, Inc., and a 9-page printout from “myvisajobs.com” regarding Technic Management, Inc., H1B Visas;

Exhibit 89, a six-page document entitled “Purchase Agreement” between 8917 South Quay Rd. Realty Corp. and Suffolk Energies, Inc., dated November 13, 2001;

Exhibit 90, a 13-page document entitled “Agreement for Sale of Assets” between Adnan Kiriscioglu and Keffer-Rose, Inc., dated November 3, 2000, and a 3-page document entitled

¹ Complainant’s proposed exhibits 81 to 93 are identical to those exhibits Complainant attempted to file - without simultaneously seeking leave to do so - with the Court on December 31, 2014, and March 19, 2015. As pointed out by the Court in the Order on Motions of August 10, 2015, such filing was contrary to the Prehearing Order which requires that a motion accompany any party’s proposed supplement to its prehearing exchange. Counsel hopes that the filing of this motion, albeit tardy, will cure this procedural deficiency.

“Settlement Statement” between 1397 Carrsville Hwy. [sic] Realty Corp. and Keffer-Rose, Inc., dated March 1, 2001;

Exhibit 91, a three-page letter, dated July 14, 2009, from Adnan Kiriscioglu to the U.S. Citizenship & Immigration Services describing Technic Management, Inc., as a corporation that manages 9 retail gas stations across 4 different states and, *inter alia*, “monitors and sets pricing, billing and payments.”

Exhibit 92, a four-page print-out of an email message from Respondents’ counsel to Complainant’s counsel transmitting a supplemental IRL response on April 29, 2013; and

Exhibit 93, a 34-page document consisting of selected excerpts from the deposition of Respondent Kiriscioglu on December 18, 2014, relating to UST ownership.

Complainant respectfully requests, by and through this motion, this Court’s leave to supplement Complainant’s prior prehearing submissions with the thirteen additional exhibits attached hereto. Although she has inquired via email, the undersigned does not know if Respondents’ counsel intends to object to the granting of this motion. Finally, Complainant respectfully reserves the right to further supplement its prehearing exchange in accordance with this Court’s Prehearing Order and the *Consolidated Rules of Practice*.

WHEREFORE, for the foregoing reasons, Complainant respectfully requests that this Court issue an Order granting Complainant’s Motion for Leave to File Supplemental Prehearing Exchange.

Respectfully submitted,



Janet E. Sharke
Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

8/20/2015

Date

COMPLAINANT'S SUPPLEMENTAL PREHEARING EXCHANGE INDEX

CX 81	Cathodic Protection System Evaluation Form re: Franklin Eagle Mart (03/23/14)	EPA 1385-1388
CX 82	Notification for Underground Storage Tanks (USTs) re: 5008436 Suffolk, VA (11/04/14)	EPA 1389-1391
CX 83	Notification for Underground Storage Tanks (USTs) re: 5014425 Franklin, VA (11/04/14)	EPA 1392-1394
CX 84	Notification for Underground Storage Tanks (USTs) re: 5022340 Franklin, VA (11/04/14)	EPA 1395-1397
CX 85	PetroChem Invoice 30013 re: Aylin, Inc. 8703 Holland Road (10/31/14)	EPA 1398-1399
CX 86	PetroChem Invoice 30014 re: Route 58 Food Mart Inc. 8917 S. Quay Road, Suffolk, VA (10/31/14)	EPA 1400-1401
CX 87	PetroChem Invoice 30012 re: Franklin Eagle Mart Corp, 1397 Carrsville Highway Franklin, VA(10/31/14)	EPA 1402-1404
CX 88	NYS Department of State Division of Corporations re: Technic Management, Inc. (10/20/14)	EPA 1405-1415
CX 89	Purchase Agreement: 8917 South Quay Rd. Realty Co (Buyer) and Suffolk Energies, Inc. (Seller) (11/13/01)	EPA 1416-1421
CX 90	Agreement for Sale of Assets between Adnan Kiriscioglu and Keffer-Rose, Inc. (11/3/01)	EPA 1422-1437
CX 91	Letter to US Citizenship & Immigration Services from Adnan Kiriscioglu re: Technic Management, Inc. (7/14/09)	EPA 1438-1440
CX 92	Email from Jeffrey Leiter to Janet Sharke attaching Supplemental IRL Response: (4/29/13)	EPA 1441-1444
CX 93	Excerpts from Transcript of Deposition of Adnan Kiriscioglu (selected pages) (12/18/14)	EPA 1445-1447, EPA 1470-1485, EPA 1490-1498, EPA 1506-1511

- This form should be utilized to evaluate underground storage tank (UST) cathodic protection systems in the Commonwealth of Virginia.
- Access to the soil directly over the cathodically protected structure that is being evaluated must be provided.
- A site drawing depicting the UST cathodic protection system and all reference electrode placements must be completed.

I. UST OWNER

II. UST FACILITY

NAME:		NAME: <u>FRANKLIN EAGLE MART</u> ID #	
ADDRESS:		ADDRESS: <u>1397 CARRSVILLE HWY.</u>	
CITY:	PHONE:	CITY: <u>FRANKLIN</u>	COUNTY:
STATE:	ZIP:	STATE: <u>VA</u>	PHONE:

III. REASON SURVEY WAS CONDUCTED (mark only one)

Routine - 3 year Routine - within 6 months of installation 90-day re-survey after fail Re-survey after repair/modification

Date next cathodic protection survey must be conducted 3-23-17 (required within 6 months of installation/repair & every 3 years thereafter)

IV. CATHODIC PROTECTION TESTER'S EVALUATION (mark only one)

PASS All protected structures at this facility pass the cathodic protection survey and it is judged that adequate cathodic protection has been provided to the UST system (indicate all criteria applicable by completion of Section VI)

FAIL One or more protected structures at this facility fail the cathodic protection survey and it is judged that adequate cathodic protection has not been provided to the UST system(s) (complete Section VII).

TESTER'S NAME: <u>Richard E Murray Jr</u>	SOURCE OF CERTIFICATION: <u>Steel Tank Institute</u>
COMPANY NAME: <u>BesTest, LLC</u>	TYPE OF CERTIFICATION: <u>Cathodic Protection Tester</u>
ADDRESS: <u>3611 Thurston Rd</u>	CERTIFICATION NUMBER: <u>200-71</u>
CITY: <u>Richmond</u> STATE: <u>VA</u> ZIP: <u>23237</u>	PHONE: <u>(804) 271-4456</u>

CP TESTER'S SIGNATURE: [Signature] DATE SIGNED: 3-22-14 DATE CP SURVEY PERFORMED: 3-23-14

V. CORROSION EXPERT'S EVALUATION (mark only one)

The survey must be conducted and/or evaluated by a corrosion expert when: a) supplemental anodes or other changes in the construction of the cathodic protection system are made; b) stray current may be affecting buried metallic structures or c) an inconclusive result was written in Section VI. (except for under STI-R972 - "Recommended Practice for the Addition of Supplemental Anodes to st-P₃ UST's")

PASS All protected structures at this facility pass the cathodic protection survey and it is judged that adequate cathodic protection has been provided to the UST system (indicate all criteria applicable by completion of Section VI)

FAIL One or more protected structures at this facility fail the cathodic protection survey and it is judged that adequate cathodic protection has not been provided to the UST system (indicate what action is necessary by completion of Section VII)

CORROSION EXPERT'S NAME:		SOURCE OF CERTIFICATION:	
COMPANY NAME:		TYPE OF CERTIFICATION:	
ADDRESS:		CERTIFICATION NUMBER:	
CITY:	STATE:	ZIP:	PHONE:

CORROSION EXPERT'S SIGNATURE: _____ DATE: _____

VI. CRITERIA APPLICABLE TO EVALUATION (mark all that apply)

- 850mV ON / (Instant) OFF (circle "ON" or "OFF" to specify) Structure-to-soil potential more negative than -850 mV with respect to a Cu/CuSO₄ reference electrode with protective current ON (galvanic) or temporarily interrupted (instant-OFF (impressed)). Inconclusive?

100 mV POLARIZATION Structure(s) exhibit at least 100 mV of cathodic polarization. Inconclusive?

VII. ACTION REQUIRED AS A RESULT OF THIS EVALUATION (mark only one)

NONE Cathodic protection is adequate. No further action is necessary at this time. Test again by no later than (see Section V).

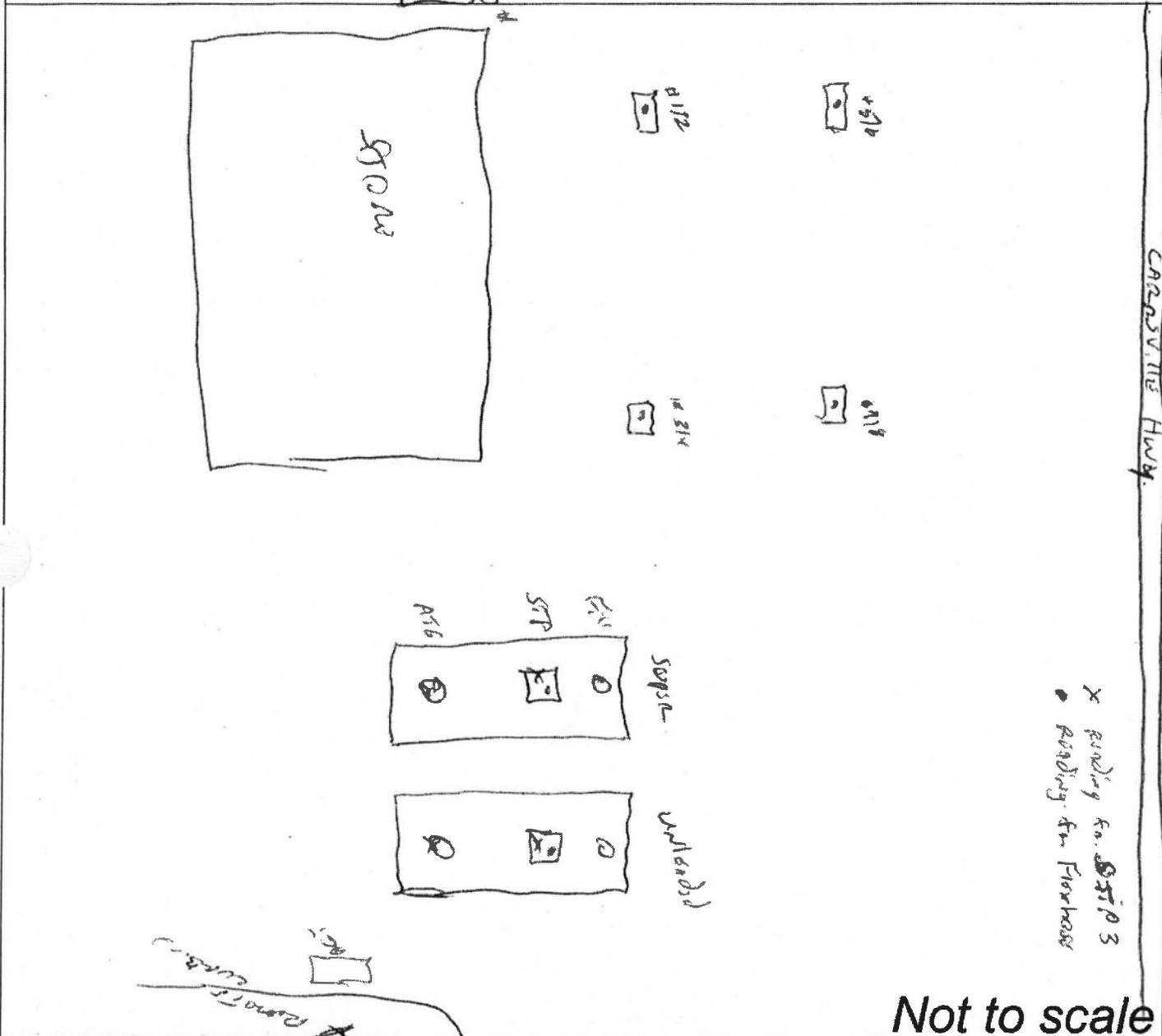
RETEST Cathodic protection may not be adequate. Retest during the next 90 days to determine if passing results can be achieved.

REPAIR & RETEST Cathodic protection is not adequate. Repair/modification is necessary as soon as practical but within the next 90 days.

XII. UST FACILITY SITE DRAWING

Attach detailed drawing of the UST and cathodic protection systems. Sufficient detail must be given in order to clearly indicate where the reference electrode was placed for each structure-to-soil potential that is recorded on the survey forms. Any pertinent data must also be included. At a minimum indicate the following: all tanks, piping and dispensers; all buildings and streets; all anodes and wires; location of CP test stations; and, each reference electrode placement must be indicated by a code followed by a "IC" or "G" to indicate the type of CP system (e.g., R1-IC, R2-G, etc.) corresponding with the appropriate line number in Section XIV of this form. (Note, CP test stations (PP4) may be questionable for use as described in Section 6.1.2)

AN EVALUATION OF THE CATHODIC PROTECTION SYSTEM IS NOT COMPLETE WITHOUT AN ACCEPTABLE SITE DRAWING.



Not to scale

PRODUCED BY THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY, UST PROGRAM
 PO BOX 10009, RICHMOND, VA 23230-0009 PHONE (804) 698-4010 FACSIMILE (804) 698-4266 www.deq.virginia.gov

NOTE: Drawing is not to scale. If any reference points are not obviously accessible by a manway, the concrete/asphalt has been drilled to reach a suitable soil contact location. Remote reference points are situated at a suitable point according to Steel Tank Institute StIP3 test protocols. - BesTest, LLC

XIV. CATHODIC PROTECTION SYSTEM SURVEY

This section may be utilized to conduct a survey of the cathodic protection system by obtaining structure-to-soil potential measurements.

For Impressed Current (IC) systems: the reference electrode must be placed (minimum of three locations) in the soil directly above the structure that is being tested and as far away from any active anode as practical to obtain a valid structure-to-soil potential (refer to the VADEQ cathodic protection evaluation guidance document for detailed discussion of electrode placement)

- > Both "on" and "instant off" potentials must be measured for each structure that is intended to be under cathodic protection.
- > The "instant off" potential must be -850 mV DC or more negative or the 100 mV DC polarization criterion must be satisfied in order to pass.

For Galvanic (G) systems: the reference electrode must be placed (minimum of three locations) with at least one local and at least one placed remotely 25-100 feet away from the structure.

- > Both the local and remote voltage must be -850 mV DC or more negative, in order for the structure to pass.
- > Inconclusive is indicated when both the local and remote structure-to-soil potentials do not result in the same outcome (both must "pass" or both must "fail").
- > As a place to record the "galvanic CP system voltage", use the "On Voltage" fifth column below; and, in cases with supplemental anodes use the "Instant Off" column six.

FACILITY NAME: **FRANKLIN EAGLE MART**

NOTE: This survey is not complete unless all applicable parts of sections I - XIV are also completed.

LOCATION CODE ¹	STRUCTURE ²	CONTACT POINT ³	REFERENCE CELL PLACEMENT ⁴	ON ⁵ VOLTAGE	INSTANT OFF VOLTAGE ⁶	100 mV polarization		PASS/ ⁹ FAIL
						ENDING ⁷ VOLTAGE	VOLTAGE CHANGE ⁸	
(example) R1-IC	(example) PLUS STEEL UST	(example) TANK BOTTOM	(example) SOIL @ PLUS TANK STP MANWAY	(example) -1070mV	(example) -875 mV			(example) PASS
(example) R2A-IC	(example) DIESEL PIPE	(example) DISPENSER 7/8	(example) SOIL @ DIESEL TANK STP MANWAY	(example) -810 mV	(example) -680 mV	(example) -575 mV	(example) 105 mV	(example) PASS
(example) R2B-IC	(example) DIESEL PIPE	(example) DISPENSER 7/8	(example) SOIL @ DIESEL TANK STP MANWAY	(example) -810 mV	(example) -720 mV	(example) -630 mV	(example) 90 mV	(example) FAIL
(example) R3A-G	(example) PREMIUM sti-P3 [®]	(example) TANK BOTTOM	(example) SOIL @ PREM. TANK STP MANWAY	(example) -960 mV	(example) NA	(example) NA	(example) NA	(example) PASS
(example) R3B-G	(example) PREMIUM sti-P3 [®]	(example) TANK BOTTOM	(example) SOIL @ PREM. TANK STP MANWAY	(example) -580 mV	(example) NA	(example) NA	(example) NA	(example) FAIL
(example) R3C-G	(example) PREMIUM sti-P3 [®]	(example) TANK BOTTOM	(example) SOIL @ PREM. TANK STP MANWAY	(example) -1070mV	(example) -855mV	(example) NA	(example) NA	(example) PASS
UST-1	Unloaded Strip	TB	SOIL AT STP manhole	-1.118	-	-	-	PASS
	"	"	SOIL AT ATG manhole	-1.009	-	-	-	PASS
	"	"	REMOTE	-0.961	-	-	-	PASS
	Super Strip	TB	SOIL AT STP manhole	-0.943	-	-	-	PASS
	"	"	SOIL AT ATG manhole	-1.028	-	-	-	PASS
	"	"	REMOTE	-0.889	-	-	-	PASS
UST	Unloaded STP F. 4	Flx h. v.	SOIL AT STP manhole	-1.017	-	-	-	PASS
	Super STP F. 4	"	"	-0.905	-	-	-	PASS
Dip	Unloaded #718	Flx h. v.	SOIL AT dip #718	-0.891	-	-	-	PASS
	Super #718	"	"	-0.844	-	-	-	PASS
	Unloaded #516	"	SOIL AT dip #516	-0.925	-	-	-	PASS
	Super #516	"	"	-0.921	-	-	-	PASS
	Unloaded #314	"	SOIL AT dip #314	-0.903	-	-	-	PASS
	Super #314	"	"	-0.918	-	-	-	PASS
	Unloaded #112	"	SOIL AT dip #112	-0.882	-	-	-	PASS
	Super #112	"	"	-0.891	-	-	-	PASS

Use copies of this page as needed for additional reference cell readings.

1. Designate numerically or by code on the site drawing each local reference electrode placement (e.g. R1-IC, R2-G, R3-IC, etc.)
2. Describe the structure that is being tested (e.g. plus tank; diesel piping; flx connector, etc.)
3. Describe where the structure being tested is contacted by the test lead (e.g. plus tank bottom; diesel piping @ dispenser 7-8; etc.)
4. Describe the exact location where the reference electrode is placed for each measurement (e.g. soil @ regular tank STP manway, soil @ dispenser 2, etc.)
5. (Applies to all tests) Record the structure-to-soil potential (voltage) observed with the current applied (e.g. -1070 mV.)
6. (Applies to all tests) Record the structure to soil potential (voltage) observed when the current is interrupted (e.g. 680 mV.)
7. (Applies to 100 mV polarization test only) Record the voltage observed at the end of the test period (e.g. 575 mV.)
8. (Applies to 100 mV polarization test only) Subtract the final voltage from the instant off voltage (e.g. 580 mV - 575 mV = 105 mV.)
9. Indicate if the tested structure passed or failed one of the two acceptable criteria (850 instant off or 100 mV polarization) based on your interpretation of data.

EPA 1388

Notification for Underground Storage Tanks (USTs)

Virginia DEQ Water Form 7530-2

(See reverse for mailing instructions)

Rev. (01/03)

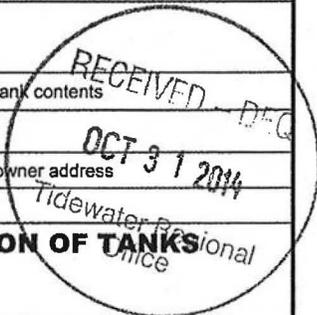
STATE USE ONLY

ID Number 5008436
 Date Received _____
 Date Entered 11/4/14
 Entered By TEP
 Comments _____

PART I: PURPOSE OF NOTIFICATION

✓ Check all that apply:

- | | | |
|--|---|--|
| <input type="checkbox"/> New (not previously registered) facility | <input checked="" type="checkbox"/> Temporary closure | <input type="checkbox"/> Change in tank contents |
| <input type="checkbox"/> New tank(s) at previously registered facility | <input type="checkbox"/> Tank removal or closure | <input type="checkbox"/> New owner |
| <input type="checkbox"/> Change in tanks (e.g., upgrade) | <input type="checkbox"/> Piping removal or closure | <input type="checkbox"/> Change in owner address |
| <input type="checkbox"/> Change in piping (e.g., upgrade) | <input type="checkbox"/> Other (specify): _____ | |



PART II: OWNERSHIP OF TANKS

A. Owner Name
Aylin Inc.

B. Owner Address
8012 Tonnelle Ave

C. City, State, Zip
North Bergen, NJ 07047

D. Name of Contact Person
Adnan Kiriscioglu

E. Title of Contact Person
President

F. Phone Number (201) **866-9000** Fax Number (201) **866-9006**

G. E-mail Address
ezgi.njpo@gmail.com

H. Name of Previous Owner
Lynn Keffer

PART III: LOCATION OF TANKS

A. Facility Name
Pure

B. Facility Street Address (P.O. Box not acceptable)
5703 Holland Rd

C. City, Zip
Suffolk, VA 23437

D. County or Municipality where Facility is Located
Suffolk

E. Name of Contact Person
Adnan Kiriscioglu

F. Title of Contact Person
President

G. Phone Number (201) **866-9000** Fax Number (201) **866-9006**

H. E-mail Address
ezgi.njpo@gmail.com

PART IV: TYPE OF OWNER

- | | |
|---|---|
| <input type="checkbox"/> Federal government | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> State government | <input checked="" type="checkbox"/> Private |
| <input type="checkbox"/> Local government | |

PART V: TYPE OF FACILITY

- | | | | |
|--|---|--|------------------------------------|
| <input checked="" type="checkbox"/> Retail gas station | <input type="checkbox"/> Federal non-military | <input type="checkbox"/> Commercial (non-resale) | <input type="checkbox"/> Residence |
| <input type="checkbox"/> Petroleum distributor | <input type="checkbox"/> Federal military | <input type="checkbox"/> Industrial | <input type="checkbox"/> Farm |
| <input type="checkbox"/> Local government | <input type="checkbox"/> State government | <input type="checkbox"/> Other _____ | |

PART VI: FINANCIAL RESPONSIBILITY

The tank owner has met the financial responsibility requirements contained in 9 VAC 25-590-10 et seq. using the following methods/mechanisms

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Self Insurance | <input type="checkbox"/> Insurance | <input type="checkbox"/> Letter of Credit | <input checked="" type="checkbox"/> Virginia Petroleum Storage Tank Fund |
| <input type="checkbox"/> Guarantee | <input type="checkbox"/> Surety Bond | <input type="checkbox"/> Trust Fund | |

PART VII: OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I understand that the owner of the underground storage tanks hereby registered is responsible for compliance with the requirements of Virginia Regulations 9 VAC 25-580-10 et seq. and federal regulation 40 CFR Part 280, among other requirements. I warrant and represent that I am the owner or that I have the authority to sign this certification on behalf of the owner. I understand that this notification form is sufficient evidence to establish ownership of tanks subject to 9 VAC 25-580-10 et seq.

Adnan Kiriscioglu/Pure Adnan Kiriscioglu 10/15/14
 Name and Title (Type or Print) Signature Date

PART VIII: INSTALLER CERTIFICATION

I certify that the installation of this tank was performed in accordance with all federal, state and local installation requirements. I warrant and represent that I am the installer or that I have the authority to sign this certification on behalf of the installer.

 Name and Title (Type or Print) Signature Date

 Company Name Address Telephone Number

PART IX: TANK DESCRIPTION FOR NEW INSTALLATIONS AND AMENDMENTS

Owner Tank Identification Number	1		2		3		4			
DEQ Tank Identification Number										
Tank Status	<input type="checkbox"/> New Tank <input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> New Tank <input type="checkbox"/> Amendment	<input type="checkbox"/> New Tank <input type="checkbox"/> Amendment							
Date of Installation (MM/DD/YYYY)										
Date of Amendment (MM/DD/YYYY)										
Tank Capacity (Gallons)	8000		2000		8000		8000			
Substance stored (if hazardous, include CERCLA name and/or CAS number)	GAS		GAS		GAS		GAS			
Material of Construction (√ all that apply)	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Coated and Cathodically Protected/STI-P3®	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Impressed Current System Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Composite (Steel Clad with Fiberglass)/ACT 100 ®	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Lined Interior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Polyethylene Tank Jacket	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Concrete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Excavation Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Asphalt Coated or Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Secondary Containment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Polyflexible piping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Galvanized Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Other (specify)										
Has tank/piping been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Piping Type	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Safe Suction (No Check Valve at Tank)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
U.S. Suction (Check Valve at Tank)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Gravity Fed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Release Detection	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Manual Tank Gauging	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Tightness Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Inventory Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Automatic Tank Gauging	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Vapor Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Groundwater Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Interstitial Monitoring-Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Interstitial Monitoring-Secondary Containment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Automatic Line Leak Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Statistical Inventory Reconciliation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Other (specify)										
Spill Containment & Overfill Prevention	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Spill Containment/Bucket	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Overfill Automatic Shutoff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Overfill Alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Overfill Ball Float Valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

PART X: TANK CLOSURE, REMOVAL OR CHANGE IN SERVICE

Owner Tank Identification Number (assigned or used by owner)	1		2		3		4			
DEQ Tank Identification Number (assigned by DEQ)										
Tank and Piping Status	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Closure in Place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Filled with Inert Material	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Describe Inert Material										
Temporary Closure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Change in Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Date of Installation (MM/DD/YYYY)										
Tank Capacity (Gallons)	3000		2600		2600		2000			
Substance Stored (if hazardous, include CERCLA name and/or CAS number)	GAS		GAS		GAS		GAS			
Material of Construction (√ all that apply)	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Coated and Cathodically Protected/STI-P3®	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Impressed Current System Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Composite (Steel Clad with Fiberglass)/ACT 100®	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Lined Interior	<input checked="" type="checkbox"/>		<input type="checkbox"/>							
Polyethylene Tank Jacket	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Concrete	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Excavation Liner	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Asphalt Coated or Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Secondary Containment		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Polyflexible Piping		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Galvanized Steel		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Other (specify)										
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Date Last Used (MM/DD/YYYY)	10/1/13		10/1/13		10/1/13		10/1/13			
Date Closed (MM/DD/YYYY)										
Closure Assessment Completed (Please submit site map, soil sampling results, chain of custody for all samples, copy of building permit, and disposal manifest with this form).	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No							
Evidence of a Leak Detected	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No							

Notification for Underground Storage Tanks (USTs)

Virginia DEQ Water Form 7530-2

(See reverse for mailing instructions)

Rev. (01/03)

STATE USE ONLY

ID Number 5014425

Date Received

Date Entered 11/4/14

Entered By REP

Comments



PART I: PURPOSE OF NOTIFICATION

✓ Check all that apply:

- | | | |
|--|---|--|
| <input type="checkbox"/> New (not previously registered) facility | <input checked="" type="checkbox"/> Temporary closure | <input type="checkbox"/> Change in tank contents |
| <input type="checkbox"/> New tank(s) at previously registered facility | <input type="checkbox"/> Tank removal or closure | <input type="checkbox"/> New owner |
| <input type="checkbox"/> Change in tanks (e.g., upgrade) | <input type="checkbox"/> Piping removal or closure | <input type="checkbox"/> Change in owner address |
| <input type="checkbox"/> Change in piping (e.g., upgrade) | <input type="checkbox"/> Other (specify): | |

PART II: OWNERSHIP OF TANKS

A. Owner Name
Rt 58 Food Mart Inc.

B. Owner Address
8012 Tonnelle Ave

C. City, State, Zip
North Bergen, NJ 07047

D. Name of Contact Person
Adnan Kiriscioglu

E. Title of Contact Person
President

F. Phone Number **(201) 866-9000** Fax Number **(201) 866-9006**

G. E-mail Address
ezgi.njpo@gmail.com

H. Name of Previous Owner
Griffin Oil Corp.

PART III: LOCATION OF TANKS

A. Facility Name
Pure

B. Facility Street Address (P.O. Box not acceptable)
8917 S. Quay Rd

C. City, Zip
Suffolk, VA 23437

D. County or Municipality where Facility is Located
Suffolk

E. Name of Contact Person
Adnan Kiriscioglu

F. Title of Contact Person
President

G. Phone Number **(201) 866-9000** Fax Number **(201) 866-9006**

H. E-mail Address
ezgi.njpo@gmail.com

PART IV: TYPE OF OWNER

- | | |
|---|---|
| <input type="checkbox"/> Federal government | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> State government | <input checked="" type="checkbox"/> Private |
| <input type="checkbox"/> Local government | |

PART V: TYPE OF FACILITY

- | | | | |
|--|---|--|------------------------------------|
| <input checked="" type="checkbox"/> Retail gas station | <input type="checkbox"/> Federal non-military | <input type="checkbox"/> Commercial (non-resale) | <input type="checkbox"/> Residence |
| <input type="checkbox"/> Petroleum distributor | <input type="checkbox"/> Federal military | <input type="checkbox"/> Industrial | <input type="checkbox"/> Farm |
| <input type="checkbox"/> Local government | <input type="checkbox"/> State government | <input type="checkbox"/> Other | |

PART VI: FINANCIAL RESPONSIBILITY

The tank owner has met the financial responsibility requirements contained in 9 VAC 25-590-10 et seq. using the following methods/mechanisms

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Self Insurance | <input type="checkbox"/> Insurance | <input type="checkbox"/> Letter of Credit | <input checked="" type="checkbox"/> Virginia Petroleum Storage Tank Fund |
| <input type="checkbox"/> Guarantee | <input type="checkbox"/> Surety Bond | <input type="checkbox"/> Trust Fund | |

PART VII: OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I understand that the owner of the underground storage tanks hereby registered is responsible for compliance with the requirements of Virginia Regulations 9 VAC 25-580-10 et seq. and federal regulation 40 CFR Part 280, among other requirements. I warrant and represent that I am the owner or that I have the authority to sign this certification on behalf of the owner. I understand that this notification form is sufficient evidence to establish ownership of tanks subject to 9 VAC 25-580-10 et seq.

ADNAN KIRISCIOGLU / Rep
Name and Title (Type or Print)

Adnan Kiriscioglu
Signature

10/15/2014
Date

PART VIII: INSTALLER CERTIFICATION

I certify that the installation of this tank was performed in accordance with all federal, state and local installation requirements. I warrant and represent that I am the installer or that I have the authority to sign this certification on behalf of the installer.

Name and Title (Type or Print)

Signature

Date

Company Name

Address

Telephone Number

PART IX: TANK DESCRIPTION FOR NEW INSTALLATIONS AND AMENDMENTS

Owner Tank Identification Number	1		2		3					
DEQ Tank Identification Number										
Tank Status	<input type="checkbox"/> New Tank <input type="checkbox"/> Amendment									
Date of Installation (MM/DD/YYYY)	8/1/00		8/1/00		8/1/00					
Date of Amendment (MM/DD/YYYY)										
Tank Capacity (Gallons)	2000		2000		2000					
Substance stored (if hazardous, include CERCLA name and/or CAS number)	GAS		GAS		GAS					
Material of Construction (√ all that apply)	Tank	Piping								
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coated and Cathodically Protected/STI-P3®	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Walled	<input type="checkbox"/>									
Impressed Current System Steel	<input type="checkbox"/>									
Composite (Steel Clad with Fiberglass)/ACT 100 @	<input type="checkbox"/>									
Lined Interior	<input type="checkbox"/>									
Polyethylene Tank Jacket	<input type="checkbox"/>									
Concrete	<input type="checkbox"/>									
Excavation Liner	<input type="checkbox"/>									
Asphalt Coated or Bare Steel	<input type="checkbox"/>									
Secondary Containment	<input type="checkbox"/>									
Polyflexible piping	<input type="checkbox"/>									
Galvanized Steel	<input type="checkbox"/>									
Other (specify)										
Has tank/piping been repaired?	<input type="checkbox"/>									
Piping Type	Tank	Piping								
Safe Suction (No Check Valve at Tank)	<input type="checkbox"/>									
U.S. Suction (Check Valve at Tank)	<input type="checkbox"/>									
Pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gravity Fed	<input type="checkbox"/>									
Release Detection	Tank	Piping								
Manual Tank Gauging	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tightness Testing	<input type="checkbox"/>									
Inventory Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automatic Tank Gauging	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vapor Monitoring	<input type="checkbox"/>									
Groundwater Monitoring	<input type="checkbox"/>									
Interstitial Monitoring-Double Walled	<input type="checkbox"/>									
Interstitial Monitoring-Secondary Containment	<input type="checkbox"/>									
Automatic Line Leak Detectors	<input type="checkbox"/>									
Statistical Inventory Reconciliation	<input type="checkbox"/>									
Other (specify)										
Spill Containment & Overfill Prevention	Tank	Piping								
Spill Containment/Bucket	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overfill Automatic Shutoff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overfill Alarm	<input type="checkbox"/>									
Overfill Ball Float Valve	<input type="checkbox"/>									

PART X: TANK CLOSURE, REMOVAL OR CHANGE IN SERVICE

Owner Tank Identification Number (assigned or used by owner)	1		2		3					
DEQ Tank Identification Number (assigned by DEQ)										
Tank and Piping Status	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Closure in Place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Filled with Inert Material	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe Inert Material										
Temporary Closure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Change in Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Date of Installation (MM/DD/YYYY)	8/1/00		8/1/00		8/1/00					
Tank Capacity (Gallons)	2000		8000		3000					
Substance Stored (if hazardous, include CERCLA name and/or CAS number)	GAS		GAS		GAS					
Material of Construction (√ all that apply)	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coated and Cathodically Protected/STI-P3®	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Impressed Current System Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Composite (Steel Clad with Fiberglass)/ACT 100®	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lined Interior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Polyethylene Tank Jacket	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Concrete	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Excavation Liner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asphalt Coated or Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Secondary Containment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polyflexible Piping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Galvanized Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (specify)										
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Date Last Used (MM/DD/YYYY)	10/1/13		10/1/13		10/1/13					
Date Closed (MM/DD/YYYY)										
Closure Assessment Completed (Please submit site map, soil sampling results, chain of custody for all samples, copy of building permit, and disposal manifest with this form).	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Evidence of a Leak Detected	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No								

Notification for Underground Storage Tanks (USTs)

Virginia DEQ Water Form 7530-2

(See reverse for mailing instructions)

Rev. (01/03)

STATE USE ONLY

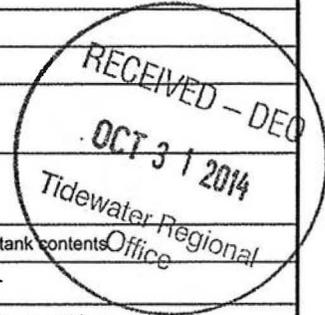
ID Number 5022340

Date Received

Date Entered 11/4/14

Entered By TEN

Comments



PART I: PURPOSE OF NOTIFICATION

✓ Check all that apply:

- | | | |
|--|---|--|
| <input type="checkbox"/> New (not previously registered) facility | <input checked="" type="checkbox"/> Temporary closure | <input type="checkbox"/> Change in tank contents |
| <input type="checkbox"/> New tank(s) at previously registered facility | <input type="checkbox"/> Tank removal or closure | <input type="checkbox"/> New owner |
| <input type="checkbox"/> Change in tanks (e.g., upgrade) | <input type="checkbox"/> Piping removal or closure | <input type="checkbox"/> Change in owner address |
| <input type="checkbox"/> Change in piping (e.g., upgrade) | <input type="checkbox"/> Other (specify): | |

PART II: OWNERSHIP OF TANKS

A. Owner Name
Franklin Eagle Mart Corp.

B. Owner Address
8012 Tonnelle Ave

C. City, State, Zip
North Bergen, NJ 07047

D. Name of Contact Person
Adnan Kiriscioglu

E. Title of Contact Person
President

F. Phone Number **(201) 866-9000** Fax Number **(201) 866-9006**

G. E-mail Address
ezgi.njpo@gmail.com

H. Name of Previous Owner
Lynn Keffer

PART III: LOCATION OF TANKS

A. Facility Name
Franklin Eagle Mart

B. Facility Street Address (P.O. Box not acceptable)
1397 Carrsville Hwy

C. City, Zip
Franklin, VA 23851

D. County or Municipality where Facility is Located
Isle of Wight

E. Name of Contact Person
Adnan Kiriscioglu

F. Title of Contact Person
Manager

G. Phone Number **(201) 866-9000** Fax Number **(201) 866-9006**

H. E-mail Address
ezgi.njpo@gmail.com

PART IV: TYPE OF OWNER

- | | |
|---|---|
| <input type="checkbox"/> Federal government | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> State government | <input checked="" type="checkbox"/> Private |
| <input type="checkbox"/> Local government | |

PART V: TYPE OF FACILITY

- | | | | |
|--|---|--|------------------------------------|
| <input checked="" type="checkbox"/> Retail gas station | <input type="checkbox"/> Federal non-military | <input type="checkbox"/> Commercial (non-resale) | <input type="checkbox"/> Residence |
| <input type="checkbox"/> Petroleum distributor | <input type="checkbox"/> Federal military | <input type="checkbox"/> Industrial | <input type="checkbox"/> Farm |
| <input type="checkbox"/> Local government | <input type="checkbox"/> State government | <input type="checkbox"/> Other | |

PART VI: FINANCIAL RESPONSIBILITY

The tank owner has met the financial responsibility requirements contained in 9 VAC 25-590-10 et seq. using the following methods/mechanisms

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Self Insurance | <input type="checkbox"/> Insurance | <input type="checkbox"/> Letter of Credit | <input checked="" type="checkbox"/> Virginia Petroleum Storage Tank Fund |
| <input type="checkbox"/> Guarantee | <input type="checkbox"/> Surety Bond | <input type="checkbox"/> Trust Fund | |

PART VII: OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I understand that the owner of the underground storage tanks hereby registered is responsible for compliance with the requirements of Virginia Regulations 9 VAC 25-580-10 et seq. and federal regulation 40 CFR Part 280, among other requirements. I warrant and represent that I am the owner or that I have the authority to sign this certification on behalf of the owner. I understand that this notification form is sufficient evidence to establish ownership of tanks subject to 9 VAC 25-580-10 et seq.

Adnan Kiriscioglu
Name and Title (Type or Print)

Adnan Kiriscioglu
Signature

10/15/2014
Date

PART VIII: INSTALLER CERTIFICATION

I certify that the installation of this tank was performed in accordance with all federal, state and local installation requirements. I warrant and represent that I am the installer or that I have the authority to sign this certification on behalf of the installer.

Name and Title (Type or Print)

Signature

Date

Company Name

Address

Telephone Number

PART IX: TANK DESCRIPTION FOR NEW INSTALLATIONS AND AMENDMENTS

Owner Tank Identification Number	1		2							
DEQ Tank Identification Number										
Tank Status	<input type="checkbox"/> New Tank <input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> New Tank <input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> New Tank <input type="checkbox"/> Amendment							
Date of Installation (MM/DD/YYYY)	1988		1988							
Date of Amendment (MM/DD/YYYY)										
Tank Capacity (Gallons)	2000		2000							
Substance stored (if hazardous, include CERCLA name and/or CAS number)	GAS		GAS							
Material of Construction (√ all that apply)	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coated and Cathodically Protected/STI-P3®	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Impressed Current System Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Composite (Steel Clad with Fiberglass)/ACT 100 ®	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Lined Interior	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Polyethylene Tank Jacket	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Concrete	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Excavation Liner	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Asphalt Coated or Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Containment		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Polyflexible piping		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Galvanized Steel		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Other (specify)										
Has tank/piping been repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piping Type	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Safe Suction (No Check Valve at Tank)		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
U.S. Suction (Check Valve at Tank)		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Pressure		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Gravity Fed		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Release Detection	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Manual Tank Gauging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tightness Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inventory Control	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Automatic Tank Gauging	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vapor Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groundwater Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interstitial Monitoring-Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interstitial Monitoring-Secondary Containment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automatic Line Leak Detectors		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Statistical Inventory Reconciliation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)										
Spill Containment & Overfill Prevention	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Spill Containment/Bucket	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Overfill Automatic Shutoff	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Overfill Alarm	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Overfill Ball Float Valve	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

PART X: TANK CLOSURE, REMOVAL OR CHANGE IN SERVICE

Owner Tank Identification Number (assigned or used by owner)										
DEQ Tank Identification Number (assigned by DEQ)										
Tank and Piping Status	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closure in Place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filled with Inert Material	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Describe Inert Material										
Temporary Closure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of Installation (MM/DD/YYYY)	1988		1988							
Tank Capacity (Gallons)	2000		2000							
Substance Stored (if hazardous, include CERCLA name and/or CAS number)	GAS		GAS							
Material of Construction (√ all that apply)	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coated and Cathodically Protected/STI-P3®	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Walled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Impressed Current System Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Composite (Steel Clad with Fiberglass)/ACT 100®	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Lined Interior	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Polyethylene Tank Jacket	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Concrete	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Excavation Liner	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Asphalt Coated or Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary Containment		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Polyflexible Piping		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Galvanized Steel		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Other (specify)										
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Last Used (MM/DD/YYYY)	10/1/13		10/1/13							
Date Closed (MM/DD/YYYY)	10/1/13		10/1/13							
Closure Assessment Completed (Please submit site map, soil sampling results, chain of custody for all samples, copy of building permit, and disposal manifest with this form).	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Evidence of a Leak Detected	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	



Invoice # 30013

Date 10/31/2014

PetroChemJob No. D-27239-14a

BILL TO

Ezgi Kiriscioglu
Aylin, Inc.
5703 Holland Road
Suffolk, VA 23437

TERMS	DUE DATE	MANIFEST	P.O. NO.	PC NO.
Due on receipt	10/31/2014			

QUANTITY	DESCRIPTION	RATE	AMOUNT
	To invoice you for necessary labor and equipment to provide vacuum truck services to pump gas station located in Suffolk, VA.		
388	Diesel Fuel Disposal (per gallon) ·	0.38	147.44
408	Gasoline Disposal (per gallon)	0.75	306.00

Remit to:
PetroChem Recovery Services
P.O. Box 1458 · Norfolk, VA 23501
(757) 627-8791

www.petrochemrecovery.com

Total	\$453.44
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Virginia Class A License No. 2701 037114A
Federal Tax ID# 54-1207975

CX 85

EPA 1398



PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 OFFICE (757) 627-8791
 FAX (757) 640-1261
 www.petrochemrecovery.com

Manifest No. 00976
 P.O. No. _____
 Job No. _____

NON-HAZARDOUS SPECIAL WASTE

Section I. GENERATOR		WORK CONTRACTED BY	
GENERATOR LOCATION		Bill To (If different from Information at left)	
NAME <u>Aylin Inc</u>		NAME <u>Ezgi NSPO</u>	
ORIGINATING ADDRESS <u>8703 Holland Rd</u>		ADDRESS <u>8012 TONELLE AVENUE</u>	
MAILING ADDRESS _____		CITY <u>NORTH BERGEN</u> STATE <u>NJ</u> ZIP <u>07042</u>	
CITY <u>Suffolk</u> STATE <u>VA</u> ZIP <u>23437</u>		PHONE NO. _____	
PHONE NO. _____		CONTACT NAME _____	
CONTACT NAME _____			

Section II. INVOICE INFORMATION			QUANTITY	
HM	Shipping Name & Description	GALLONS	DRUMS	
1	NA 1993, Combustible Liquid, PG III ()			
2	UN 1993, Flammable Liquid, 3, PG III (<u>Gasoline/Diesel</u>)	<u>790</u>		
3	Non-Regulated Wastewater			
4	Non-Hazardous Sludge			
5	Non-Hazardous Petroleum Contaminated Absorbents			
6	Non-Hazardous Petroleum Contaminated Sorbents			
7	Non-Hazardous Petroleum Contaminated Soils			
8	UN 2794, Batteries, Wet Filled with Acid, 8, PG III			
10				

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations. Generator/Customer shall reimburse PETROCHEM its reasonable expenses and charges for handling, analyzing, loading, preparing, transporting, storing or caring for nonconforming or off spec waste, including costs of decontamination and cleaning of equipment. Generator must notify PETROCHEM of any changes to the waste stream prior to shipment.

Generator Authorized Agent Name _____ Signature _____ Shipment Date _____

Section III. TRANSPORTER

PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 FED VAD 05 793 4176
 STATE VAD 05 793 41766
 VA CLASS A LIC 2701 0371 14A

Leave Shop: 13:30
 Arrive to Site: 14:30
 Leave Site: 16:00
 Arrive to Shop: _____
 Notes:
DIESEL 12" 388
RUC 6" 169
RUC 6" 168
RUC 1" 71

Driver Name: NATHAN MCCOY
 Driver Signature: Nathan McCoy 10R014
 Date

Section IV. FACILITY INFORMATION AND CERTIFICATE OF DISPOSAL

Site Name: Petrochem Recovery Services a. Phone No. 757-627-8791
 Physical Address: 635 Maltby Avenue b. Mailing Address: P.O. Box 1458
Norfolk, V.A. 23504 Norfolk, V.A. 23501

is to certify that all non-hazardous material removed from above location has been received and will be disposed and/or recycled in accordance with all applicable local, state, and federal regulations. The customer agrees that is shall not provide to Petrochem Recovery Services, Inc. any "Hazardous Waste" or "Hazardous Substance" as defined in the code of federal regulations.

SIGNATURE OF FACILITY AGENT Amber Kadiwell DATE MONTH 10 DAY 20 YEAR 14



Invoice # 30014

Date 10/31/2014

PetroChemJob No. D-27239-14b

BILL TO

Ezgi Kiriscioglu
Rt. 58 Food Mart Inc.
8917 South Quay Road
Suffolk, VA 23437

TERMS	DUE DATE	MANIFEST	P.O. NO.	PC NO.
Due on receipt	10/31/2014			

QUANTITY	DESCRIPTION	RATE	AMOUNT
	To invoice you for necessary labor and equipment to provide vacuum truck services to pump gas station located in Suffolk, VA.		
302	Diesel Fuel Disposal (per gallon)	0.38	114.76
1,140	Gasoline Disposal (per gallon)	0.75	855.00

Remit to:
PetroChem Recovery Services
P.O. Box 1458 · Norfolk, VA 23501
(757) 627-8791

www.petrochemrecovery.com

Total	\$969.76
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Virginia Class A License No. 2701 037114A
Federal Tax ID# 54-1207975

CX 86

EPA 1400



PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 OFFICE (757) 627-8791
 FAX (757) 640-1261
 www.petrochemrecovery.com

Manifest No. 00968
 P.O. No. _____
 Job No. _____

NON-HAZARDOUS SPECIAL WASTE

Section I GENERATOR

GENERATOR LOCATION
 NAME Route 38 Food Mart Inc
 ORIGINATING ADDRESS 8917 S. Quay Road
 MAILING ADDRESS _____
 CITY Suffolk STATE VA ZIP 23437
 PHONE NO. _____
 CONTACT NAME _____

WORK CONTRACTED BY
 Bill To (If different from Information at left)
 NAME Ezgi NJFO
 ADDRESS 8012 Tonelle Avenue
 CITY North Bergen STATE NJ ZIP 07047
 PHONE NO. _____
 CONTACT NAME _____

Section II INVOICE INFORMATION

HM	Shipping Name & Description	GALLONS	DRUMS
1	NA 1993, Combustible Liquid, PG III ()		
2	UN 1993, Flammable Liquid, 3, PG III (<u>Gasoline/Diesel</u>)	<u>1442</u>	
3	Non-Regulated Wastewater		
4	Non-Hazardous Sludge		
5	Non-Hazardous Petroleum Contaminated Absorbents		
6	Non-Hazardous Petroleum Contaminated Sorbents		
7	Non-Hazardous Petroleum Contaminated Soils		
8	UN 2794, Batteries, Wet Filled with Acid, 8, PG III		
9			
10			

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations. Generator/Customer shall reimburse PETROCHEM its reasonable expenses and charges for handling, analyzing, loading, preparing, transporting, storing or caring for nonconforming or off spec waste, including costs of decontamination and cleaning of equipment. Generator must notify PETROCHEM of any changes to the waste stream prior to shipment.

Generator Authorized Agent Name _____ Signature _____ Shipment Date _____

Section III TRANSPORTER

PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 FED VAD 05 793 4176
 STATE VAD 05 793 41766
 VA CLASS A LIC 2701 0371 14A

Leave Shop: 16:00
 Arrive to Site: 16:20
 Leave Site: 18:45
 Arrive to Shop: 19:45
 Notes:

Driver Name: NATHAN ALLEY
 Driver Signature: Nathan Alley 102014
Date

Diesel 12" 302 gal
RWC 10" 498 gal
MWC 11" 642 gal

Section IV FACILITY INFORMATION AND CERTIFICATE OF DISPOSAL

Site Name: Petrochem Recovery Services a. Phone No. 757-627-8791
 Physical Address: 635 Maltby Avenue b. Mailing Address: P.O. Box 1458
Norfolk, V.A. 23504 Norfolk, V.A. 23501

This is to certify that all non-hazardous material removed from above location has been received and will be disposed and/or recycled in accordance with all applicable local, state, and federal regulations. The customer agrees that is shall not provide to Petrochem Recovery Services, Inc. any "Hazardous Waste" or "Hazardous Substance" as defined in the code of federal regulations.

SIGNATURE OF FACILITY AGENT Amber Tidwell DATE MONTH 10 DAY 20 YEAR 14



Invoice # 30012

Date 10/31/2014

PetroChemJob No. D-27239-14

BILL TO

Ezgi Kiriscioglu
Franklin Eagle Mart
1397 Carrsville Highway
Franklin, VA 23851

TERMS	DUE DATE	MANIFEST	P.O. NO.	PC NO.
Due on receipt	10/31/2014			

QUANTITY	DESCRIPTION	RATE	AMOUNT
1,963	To invoice you for necessary labor and equipment to provide vacuum truck services to pump three station located in Franklin, VA. Gasoline Disposal (per gallon)	0.75	1,472.25

Remit to:
PetroChem Recovery Services
P.O. Box 1458 · Norfolk, VA 23501
(757) 627-8791

www.petrochemrecovery.com

Total	\$1,472.25
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Virginia Class A License No. 2701 037114A
Federal Tax ID# 54-1207975

CX 87

EPA 1402



PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 OFFICE (757) 627-8791
 FAX (757) 640-1261
 www.petrochemrecovery.com

Manifest No. 01041
 P.O. No. _____
 Job No. _____

NON-HAZARDOUS SPECIAL WASTE

Section I. GENERATOR

GENERATOR LOCATION
 NAME Franklin Eagle Mart Corp
 ORIGINATING ADDRESS 1397 Carrsville Highway
 MAILING ADDRESS _____
 CITY Franklin STATE VA ZIP 23851
 PHONE NO. _____
 CONTACT NAME _____

WORK CONTRACTED BY
 Bill To (If different from information at left)
 NAME Ezgi NIPO
 ADDRESS 2012 Tonelle Avenue
 CITY North Bergen STATE NJ ZIP 07047
 PHONE NO. _____
 CONTACT NAME _____

Section II. INVOICE INFORMATION

HM	Shipping Name & Description	GALLONS	DRUMS
1	NA 1993, Combustible Liquid, PG III ()		
2	UN 1993, Flammable Liquid, 3, PG III (GASOLINE)	238	
3	Non-Regulated Wastewater		
4	Non-Hazardous Sludge		
5	Non-Hazardous Petroleum Contaminated Absorbents		
6	Non-Hazardous Petroleum Contaminated Sorbents		
7	Non-Hazardous Petroleum Contaminated Soils		
8	UN 2794, Batteries, Wet Filled with Acid, 8, PG III		
9			
10			

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations. Generator/Customer shall reimburse PETROCHEM its reasonable expenses and charges for handling, analyzing, loading, preparing, transporting, storing or caring for nonconforming or off spec waste, including costs of decontamination and cleaning of equipment. Generator must notify PETROCHEM of any changes to the waste stream prior to shipment.

Generator Authorized Agent Name _____ Signature _____ Shipment Date _____

Section III. TRANSPORTER

PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 FED VAD 05 793 4176
 STATE VAD 05 793 41766
 VA CLASS A LIC 2701 0371 14A

Leave Shop: 08:00
 Arrive to Site: 09:00
 Leave Site: 09:55
 Arrive to Shop: 11:00
 Notes:

Driver Name: Nathan McCoy
 Driver Signature: Nathan McCoy 10/21/14
Date

R4L 5" 197
R4L 2" 46gal

Section IV. FACILITY INFORMATION AND CERTIFICATE OF DISPOSAL

Site Name: Petrochem Recovery Services a. Phone No. 757-627-8791
 Physical Address: 635 Maltby Avenue b. Mailing Address: P.O. Box 1458
Norfolk, V.A. 23504 Norfolk, V.A. 23501

is to certify that all non-hazardous material removed from above location has been received and will be disposed and/or recycled in accordance with all applicable local, state, and federal regulations. The customer agrees that it shall not provide to Petrochem Recovery Services, Inc. any "Hazardous Waste" or "Hazardous Substance" as defined in the code of federal regulations.

SIGNATURE OF FACILITY AGENT Amber Redwell DATE MONTH 10 DAY 21 YEAR 14



PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 OFFICE (757) 627-8791
 FAX (757) 640-1261
 www.petrochemrecovery.com

Manifest No. 01040
 P.O. No. _____
 Job No. _____

NON-HAZARDOUS SPECIAL WASTE

Section I. GENERATOR		WORK CONTRACTED BY	
GENERATOR LOCATION		Bill To (if different from information at left)	
NAME	<u>Franklin Eagle Mart Corp</u>	NAME	<u>Eggi NJPO</u>
ORIGINATING ADDRESS	<u>1397 Carrsville Highway</u>	ADDRESS	<u>8012 Tonelle Avenue</u>
MAILING ADDRESS		CITY	<u>North Bergen</u> STATE <u>NJ</u> ZIP <u>07047</u>
CITY	<u>Franklin</u> STATE <u>VA</u> ZIP <u>23851</u>	PHONE NO.	_____
PHONE NO.	_____	CONTACT NAME	_____
CONTACT NAME	_____		

Section II. INVOICE INFORMATION			QUANTITY	
HM	Shipping Name & Description	GALLONS	DRUMS	
1	NA 1993, Combustible Liquid, PG III ()			
2	UN 1993, Flammable Liquid, 3, PG III (<u>GASOLINE</u>)	<u>1725</u>		
3	Non-Regulated Wastewater			
4	Non-Hazardous Sludge			
5	Non-Hazardous Petroleum Contaminated Absorbents			
6	Non-Hazardous Petroleum Contaminated Sorbents			
7	Non-Hazardous Petroleum Contaminated Soils			
8	UN 2794, Batteries, Wet Filled with Acid, 8, PG III			

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations. Generator/Customer shall reimburse PETROCHEM its reasonable expenses and charges for handling, analyzing, loading, preparing, transporting, storing or caring for nonconforming or off spec waste, including costs of decontamination and cleaning of equipment. Generator must notify PETROCHEM of any changes to the waste stream prior to shipment.

Generator Authorized Agent Name _____ Signature _____ Shipment Date _____

Section III. TRANSPORTER

PetroChem
 Recovery Services, Inc.
 635 Maltby Avenue • Norfolk, VA 23504
 FED VAD 05 793 4176
 STATE VAD 05 793 41766
 VA CLASS A LIC 2701 0371 14A

Leave Shop: _____
 Arrive to Site: _____
 Leave Site: _____
 Arrive to Shop: _____
 Notes:
pumped from PUL

Driver Name: JEFF GUINAN
 Driver Signature: [Signature] 102014
 Date

Section IV. FACILITY INFORMATION AND CERTIFICATE OF DISPOSAL

Site Name: Petrochem Recovery Services a. Phone No. 757-627-8791
 Physical Address: 635 Maltby Avenue b. Mailing Address: P.O. Box 1458
Norfolk, V.A. 23504 Norfolk, V.A. 23501

is to certify that all non-hazardous material removed from above location has been received and will be disposed and/or recycled in accordance with all applicable local, state, and federal regulations. The customer agrees that it shall not provide to Petrochem Recovery Services, Inc. any "Hazardous Waste" or "Hazardous Substance" as defined in the code of federal regulations.

SIGNATURE OF FACILITY AGENT: [Signature] DATE: MONTH 10 DAY 20 YEAR 14

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 20, 2014.

Selected Entity Name: TECHNIC MANAGEMENT, INC.

Selected Entity Status Information

Current Entity Name: TECHNIC MANAGEMENT, INC.

DOS ID #: 3205852

Initial DOS Filing Date: MAY 17, 2005

County: SUFFOLK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TECHNIC MANAGEMENT, INC.

2664 ROUTE 112

MEDFORD, NEW YORK, 11763

Chief Executive Officer

ADNAN KIRISCIAGLU

2664 ROUTE 112

MEDFORD, NEW YORK, 11763

Principal Executive Office

TECHNIC MANAGEMENT, INC.

8012 TONNELLE AVE

NORTH BERGEN, NEW JERSEY, 07047

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers,

CX 88

EPA 1405

directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 17, 2005	Actual	TECHNIC MANAGEMENT, INC.

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

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

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Technic Management Inc. visa:2 rank:58379

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2664 Route 112 Medford, NY 11763

All LCs were approved!

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Technic Management Inc. has filed 2 labor condition applications for H1B visa and 0 labor certifications for green card from fiscal year 2011 to 2013. Technic Management was ranked 58379 among all visa sponsors. Please note that 0 LCA for H1B Visa and 0 LC for green card have been denied or withdrawn during the same period.

Technic Management had filed 2 LCA and 0 LC from fiscal year 2001 to 2010. [Click here to view filing history and proffered salaries.](#)

	Name	Title	Phone	Email
H1B Visa Contact	Adnan Kiriscioglu	President	201-866-xxxx	xxxxxxx@aol.com
Green Card Contact				

[sign in to view all contacts](#)

H1B Visa	Salary	Certified	Certified-Withdrawn	Denied	Withdrawn
2014	search new system		search legacy system		
2013	=	0	0	0	0
2012	=	0	0	0	0
2011	\$56,971	2	0	0	0

Green Card	Salary	Certified	Certified-Expired	Denied	Withdrawn
2014	search new system		search legacy system		
2013	=	0	0	0	0
2012	=	0	0	0	0
2011	=	0	0	0	0

H1B Dependent: No
 Economic Sector: n.a.
 Industry: Administrative and Support Services
 Web Address:
 Email: n.a.
 Phone: [upgrade to view](#)
 Fax: [upgrade to view](#)

Visa Job Locations: [Medford, New York\(4\)](#),
 H1B Visa Jobs: [Operations Manager\(2\)](#); [Mechanical Engineer\(2\)](#);
 Top Green Card Jobs: no records
 Top H1B Occupations: [Mechanical Engineers\(2\)](#); [Managers, All Other\(2\)](#);
 Top Green Card Occupations: no records

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Note: Before Technic Management Inc. can hire foreign workers permanently or temporarily, it must file labor certifications with the Department of Labor(DOL), demonstrating that it is paying the required wage for the positions in the geographic region where the jobs are located. Above table reports Labor Condition Application(LCA) for H1B visa and Labor Certification (LC) for green card filed by Technic Management Inc.. The data only indicates the number of applications filed by Technic Management Inc.. It does not mean that Technic Management Inc. actually got the visa and hired the workers.

Our LCA data includes LCA submitted for not only new employment, but also continuation or change in previously approved employment, new concurrent employment, change in employer and amended petition. Usually, only LCA for new employment needs H1B Visa quota if it is not cap-exempt.

Technic Management Inc. has not filed any labor petitions for foreign workers between fiscal year 2011 and 2013. However, Technic Management had applied for LCA for H1B visa or LC for green card before 2011. You can still apply for their new openings. Be sure to contact their HR department or hiring managers for their updated work visa policy.

Department of Labor(DOL) typically certifies more than 3 times the number of foreign work requests than the number of H1B visas issued by USCIS. So there is no one to one relationship between the number of workers certified by the DOL and the number of H1B work visas issued by the United States Citizenship and Immigration Services (USCIS).

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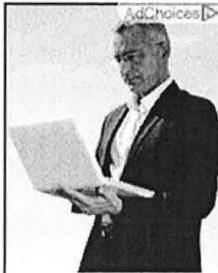
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Technic Management Inc. visa:2 rank:58379

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All LCs were approved!

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sign in to view full job titles, phone numbers and emails!

The information contained in this section must be that of employees of Technic Management Inc. who are authorized to act on behalf of Technic Management Inc. in labor certification matters.

Contact List for H1B Visa Jobs

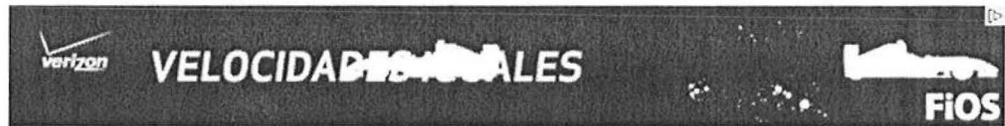
Name	Title	Address	Phone	Email
1 Adnan Kiriscioglu	sign in to view	2664 Rt 112 Medford, NY	201-866-xxxx	xxxxxxxx@aol.com
2 Adnan Kiriscioglu	sign in to view	2664 Route 112 Medford, NY	201-866-xxxx	xxxxxxxx@aol.com

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Contact List for Green Card Jobs

Name	Address	Phone	Email
Contact information currently is unavailable. Please contact us for assistance.			



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Medford, NY 11763 H-1B

Employer Overview

Total Application Stats

Application Stats by Job

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Technic Management Inc in Medford, NY 11763 H-1B Visa Stats

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Click stars to begin review

Employer Overview

Total Application Stats

Application Stats by Job

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Foreign Employment Overview

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H-1B LCA CERTIFICATION SUMMARY

If you are a foreign professional looking for employment in the United States, consider applying to Technic Management Inc. Located in Medford, New York, Technic Management Inc submitted 2 H-1B Labor Condition Applications (LCA's) for the US Department of Labor to process in 2011. This is about average for companies processing H1-B's.

It is important to keep in mind that the number of LCA's processed is not synonymous with the number of foreign professionals who end up obtaining an H-1B Visa. Once an application is processed, it must be certified by the US Department of Labor. Out of the 2 applications submitted by this company, the government certified 2.

The average salary for a foreign professional at this company is \$56,971. This is 10% lower than the average salary for all H-1B job positions. If salary is important to you, consider using our database to search for companies with higher average salaries.

COMPANY INFORMATION

Company Name	Technic Management Inc
Primary Industry	Office Administrative Services
Company Address	2664 Route 112 Medford, New York 11763
	Get Directions

Total H-1B LCA Statistics

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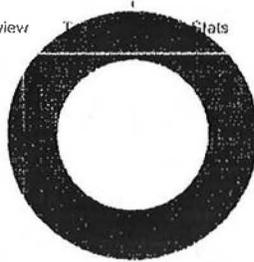
2011 H-1B VISA APPLICATIONS

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 Technic Management Inc in
 Medford, NY 11763 H-1B
 Visa Stats

Employer Overview

0%



100%

Applications Denied or Withdrawn Applications Certified

Application Stats by Job

Related

Applications Processed (Latest Year)

2

Applications Certified

2

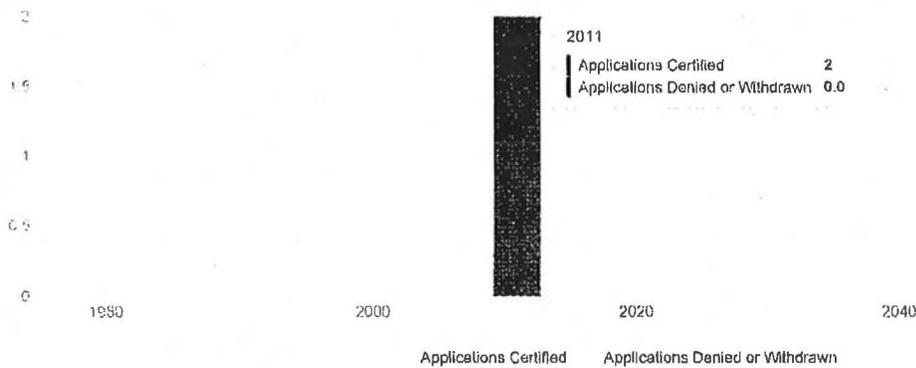
Applications Denied or Withdrawn

0

Average Salary

\$56,971

HISTORICAL H-1B VISA LCA



Year	Applications Processed (Latest Year)	Applications Certified	Applications Denied or Withdrawn	More Information
2011	2	2	0	See 2011 H-1B Visa Data

H-1B Visa LCA by Job Function

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2011 H-1B VISA LCA AND SALARY BY STANDARD OCCUPATION CLASSIFICATIONS

Home > Companies > H-1B Visas > Detail **H1B Applications & Salary by Jobs (Top 5)**
 Click the columns to view by job title. Click again to view by Standard Occupation Classification(SOC).

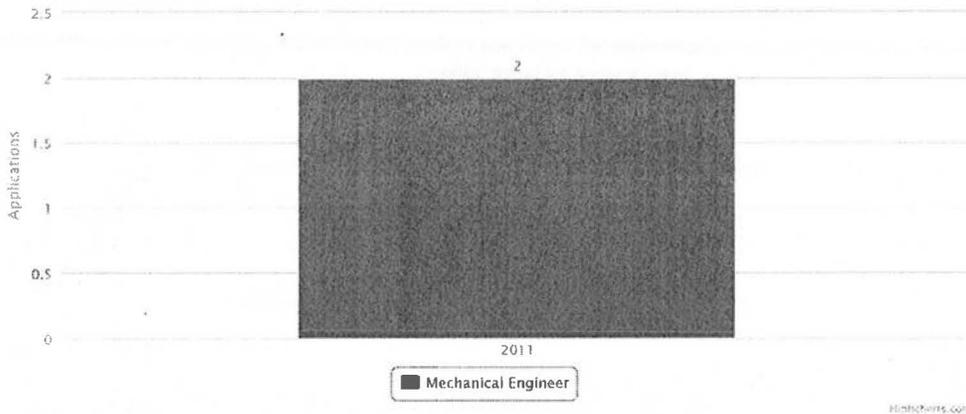
Technic Management Inc in Medford, NY 11763 H-1B
 Employer Overview Total Application Stats Salary Application Stats by Job Related

Salary	56,971	56,972	56,973	56,974	56,975	56,976	56,977	56,978	56,979	56,980	56,981	56,982

HISTORICAL H-1B VISA LCA AND SALARY BY JOB

Average Salary

Number of LCA Applications (Annually)
 Click up to 6 Job Titles At A Time



Use the table and search box below to select up to 6 job titles and graph total historical applications. Then click the button on the top left to see the jobs' average salary over time.

Job Titles

Search:

Mechanical Engineer

Clear Chart

H-1B VISA LCA DENSITY MAP BY JOB PLACEMENT

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Technic Management Inc in
Medford, NY 11763 H-1B
Visa Stats

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Legend: The Density Map shows the distribution of the number of applications over various work locations. Click on the Job Titles below to see the distribution for that Job across the United States.

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Job Title	Applications Processed	Average Salary
Mechanical Engineer	2	\$56,971

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MORE COMPANIES THAT APPLIED FOR H-1B VISA LCAS IN NEW YORK

Company Name	Applications Processed (Latest Year)	Applications Certified	Average Salary
Alexander Wang Incorporated	6	6	\$88,100
American Asia Express Corp	3	2	\$45,833
Adirondack Physical Therapy & Fitness Pllc	2	2	\$52,148
Ai Huda Physical Therapy P C	2	1	\$59,000
Ala Scientific Instruments Inc	2	2	\$57,060

[Find More New York Based Companies That Applied for H-1B Visas >](#)

MORE H-1B VISA LABOR CONDITION APPLICATIONS FOR OFFICE ADMINISTRATIVE SERVICES

Company Name	Applications Processed (Latest Year)	Applications Certified
Infotree Service Inc		

EPA 1413

Company	Applications Processed (Latest Year)	Applications Certified
Technic Management Inc in Medford, NY 11763 H-1B Visa Stats	4	3
Employer Overview	Total Application Stats 2	Application Stats by Job Related 2
Performant Systems Group LLC	2	1
Christian Brothers Services	1	1
Cpmg Inc	1	1

Review Technic Management Inc in Medford NY 11763

Please add a rating and a written review. You will need to be logged in to submit.

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Medford, NY 11763
H-1B Visa Stats



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Travel Requirements by Country



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Labor Union Employees



Labor Union Disbursements

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Technic Management Inc in Medford NY 11763

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PURCHASE AGREEMENT ("AGREEMENT")

THIS AGREEMENT is made this 13th day of November, 2001 by and between
8917 South Quay Rd. Realty Corp. ("Buyer"),
Suffolk Energy, Inc. ("Seller"),

1. **AGREEMENT TO SELL PROPERTY:** For and in consideration of the payment of the deposit to Escrow Agent, receipt of which is acknowledged, Buyer, (hereinafter referred to as "Buyer" or "Buyers") agrees to buy and Seller (hereinafter referred to as "Seller" or "Sellers") agrees to sell of that certain piece, parcel or lot of land ("Property") described as follows: LEGAL

DESCRIPTION: 8917 South Quay Road, Suffolk, VA 23407 a/s/a 8354 acres, Plat entitled Physical Survey 8917 South Quay Road for Griffin Oil Company Holy Neck Borough, Suffolk, Virginia

together with said improvements: thereon, including but not limited to the following

All conduits, pumps, tanks, lines and all fixtures save and except one above ground propane tank

2. **PURCHASE PRICE:** The "Purchase Price" of the Property is TWO HUNDRED TWENTY THOUSAND and 00/100 Dollars (\$ 220,000.00) and shall be paid as follows:

\$ 1000.00 as earnest money deposit ("Deposit") by check held by SELLER to apply to

\$ 119,000.00 as additional cash at closing

\$ 100,000.00 Note held by Seller for 5 years at 8 % monthly payments to be \$1900.12

3. **SETTLEMENT EXPENSES:** Except as otherwise stated below Seller shall pay all expenses of deed preparation, The grantor's tax on the deed and all expenses if any, for removal of title defects and those miscellaneous fees charged by lender for the specified financing which, by law Buyer is not permitted to pay. Except as otherwise stated herein all other expenses incurred by Buyer in connection with this purchase including without limitation: title examination fees and title insurance premiums survey costs, insurance premiums, discount points (unless prohibited by regulation), prepaids, recording costs and fees of Buyer's attorney or settlement agent, shall be paid by Buyer. This amount of the Seller's contributions, if any, shall be inclusive of miscellaneous and tax service fees charged by lender for specified financing which by regulation Buyer is not permitted to pay. Seller agrees to pay the following:

4. **BUYER'S REPRESENTATIONS:** Unless specified in writing, neither this Agreement nor the financing is dependent or contingent on the sale and settlement or lease of other real property. Buyer acknowledges that Seller is relying upon all of Buyer's representations including without limitation the accuracy of the financial information given by Buyer to Seller, Selling Firm or Listing Firm. If Buyer makes any deliberate misrepresentation or material omission which results in Buyer's ability to obtain approved financing then Buyer shall be deemed to be in default. Except as provided in Paragraph 5B, Buyer shall notify Seller, Listing Firm and Selling Firm in writing within five (5) days of Buyer's actual notice of the occurrence of any material adverse change in Buyer financial condition which prevents Buyer from obtaining the specified financing under this Agreement. Buyer's failure to give notice of the material adverse change required above shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of the material adverse change from Buyer, Seller shall notify Buyer in writing of Seller's election to: (a) proceed to closing without modification of this Agreement; (b) proceed to closing based upon a modification to this Agreement acceptable to Seller and Buyer; (c) require that Buyer deliver an acceptable First Right of Refusal Agreement; or (d) terminate this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 16.

PURCHASE AGREEMENT ("AGREEMENT")

THIS AGREEMENT is made this 13th day of November, 2001 by and between

8917 South Quay Rd. Realty Corp. ["Buyer"],

Suffolk Enerates, Inc. ["Seller"],

1. **AGREEMENT TO SELL PROPERTY:** For and in consideration of the payment of the deposit to Escrow Agent, receipt of which is acknowledged, Buyer (hereinafter referred to as "Buyer" or "Buyers") agrees to buy and Seller (hereinafter referred to as "Seller" or "Sellers") agrees to sell of that certain piece, parcel or lot of land ("Property") described as follows: LEGAL

DESCRIPTION: 8917 South Quay Road, Suffolk, VA 23437 a/v/a. 40% acs, Plat entitled Physical Survey 8917 South Quay Road for Griffin Oil Company Holy Neck Borough, Suffolk, Virginia

together with said improvements, thereon, including but not limited to the following:

All contents, trees, tanks, lines and all fixtures now and except one above ground propane tank

2. **PURCHASE PRICE:** The "Purchase Price" of the Property is TWO HUNDRED TWENTY THOUSAND and 00/100

Dollars (\$ 220,000.00) and shall be paid as follows:

\$ 10,000.00 as earnest money deposit ("Deposit") by check held by SELLER to apply to

\$ 119,000.00 as additional cash at closing

\$ 100,000.00 Note held by Seller for 3 years at 8 % monthly payments to be \$1960.12

3. **SETTLEMENT EXPENSES:** Except as otherwise stated below Seller shall pay all expenses of deed preparation, the grantor's tax on the deed and all expenses if any, for removal of title defects and those miscellaneous fees charged by lender for the specified financing which, by law Buyer is not permitted to pay, except as otherwise stated herein, all other expenses incurred by Buyer in connection with this purchase including without limitation; title examination fees and title insurance premiums survey costs, insurance premiums, discount points (unless prohibited by regulation), prepaids, recording costs and fees of Buyer's attorney or settlement agent, shall be paid by Buyer. The amount of the Seller's contributions, if any, shall be inclusive of miscellaneous and tax service fees charged by lender for specified financing which by regulation Buyer is not permitted to pay. Seller agrees to pay the following:

4. **BUYER'S REPRESENTATIONS:** Unless specified in writing, neither this Agreement nor the financing is dependent or contingent on the sale and settlement or lease of other real property. Buyer acknowledges that Seller is relying upon all of Buyer's representations including without limitation the accuracy of the financial information given by Buyer to Seller, Selling Firm or Listing Firm. If Buyer makes any deliberate misrepresentation or material omission which results in Buyer's ability to obtain approved financing then Buyer shall be deemed to be in default. Except as provided in Paragraph 5B, Buyer shall notify Seller, Listing Firm and Selling Firm in writing within five (5) days of Buyer's actual notice of the occurrence of any material adverse change in Buyer financial condition which prevents Buyer from obtaining the specified financing under this Agreement. Buyer's failure to give notice of the material adverse change required above shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of the material adverse change from Buyer, Seller shall notify Buyer in writing of Seller's election to: (a) proceed to closing without modification of this Agreement; (b) proceed to closing based upon a modification to this Agreement acceptable to Seller and Buyer; (c) require that Buyer deliver an acceptable First Right of Refusal Agreement; or (d) terminate this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 1B.

\$ 1000.00 as earnest money deposit ("Deposit") by check held by SELLER to apply to _____

\$ 119,000.00 as additional cash at closing

\$ 100,000.00 Note held by Seller for 5 years at 0 % monthly payments to be \$1920.12

3. **SETTLEMENT EXPENSES:** Except as otherwise stated below Seller shall pay all expenses of deed preparation, The grantor's tax on the deed and all expenses if any, for removal of title defects and those miscellaneous fees charged by lender for the specified financing which, by law Buyer is not permitted to pay. Except as otherwise stated herein all other expenses incurred by Buyer in connection with this purchase including without limitation; title examination fees and title insurance premiums survey costs, insurance premiums, discount points (unless prohibited by regulation), prepaids, recording costs and fees of Buyer's attorney or settlement agent, shall be paid by Buyer. The amount of the Seller's contributions, if any, shall be inclusive of miscellaneous and tax service fees charged by lender for specified financing which by regulation Buyer is not permitted to pay. Seller agrees to pay the following:

4. **BUYER'S REPRESENTATIONS:** Unless specified in writing, neither this Agreement nor the financing is dependent or contingent on the sale and settlement or lease of other real property. Buyer acknowledges that Seller is relying upon all of Buyer's representations including without limitation the accuracy of the financial information given by Buyer to Seller, Selling Firm or Listing Firm. If Buyer makes any deliberate misrepresentation or material omission which results in Buyer's ability to obtain approved financing then Buyer shall be deemed to be in default. Except as provided in Paragraph 5B, Buyer shall notify Seller, Listing Firm and Selling Firm in writing within five (5) days of Buyer's actual notice of the occurrence of any material adverse change in Buyer financial condition which prevents Buyer from obtaining the specified financing under this Agreement. Buyer's failure to give notice of the material adverse change required above shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of the material adverse change from Buyer, Seller shall notify Buyer in writing of Seller's election to: (a) proceed to closing without modification of this Agreement; (b) proceed to closing based upon a modification to this Agreement acceptable to Seller and Buyer; (c) require that Buyer deliver an acceptable First Right of Refusal Agreement; or (d) terminate this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 10.

5. **SETTLEMENT / POSSESSION:** Settlement to be on or before 10-30-14 or as soon thereafter as possible allowing reasonable time to process the specified loan and to correct any defects reported by title examiner. If through no fault of Seller settlement has not occurred within thirty (30) days after the Settlement Date, then Seller, at Seller's option, may terminate this Agreement by written notice to Buyer. If through no fault of Buyer settlement has not occurred within thirty (30) days after the Settlement Date, then Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller. Nothing contained herein shall be construed to limit in any way any other legal remedy or right Seller, Buyer, Listing Firm and/or Selling Firm may have for either party's failure to close on or before Settlement Date or at any time thereafter. Possession of the Property shall be given at settlement unless otherwise agreed in writing by Buyer and Seller.

Settlement agent and place of settlement to be at Kevin L. Hubbard, 205 N Cedar Rd., Chesapeake, VA 23322

Please initial: Buyer [Signature]
Seller [Signature]

12/13/2001 10:41 7573828367

HUBBARDHARTLEY

PAGE 08/09

8. DEED AND TITLE: Except as expressly provided in writing, representations and warranties made by Seller herein and all other provisions of this Agreement shall be deemed merged into the deed delivered at settlement and shall not survive settlement, unless otherwise provided herein. Seller shall convey marketable and insurable title to the Property by General Warranty Deed, with English Covenants of Title, subject to any easements, covenants and restrictions of record which do not adversely affect the use of the Property for residential purposes. Title to the Property shall be conveyed (i) free and clear of all liens, mortgages and encumbrances of every kind except those stated herein, and (ii) with marketable and insurable access to a publicly dedicated road.

7. PRORATIONS/ESCROW: If new financing, all real property taxes, insurance, rents, interest, and appropriate homeowner's association and/or condominium fees or dues and other reserves and assessments shall be prorated as of Settlement Date.

6. PROPERTY INSPECTIONS: Seller shall be responsible for the cost of repairs referenced in this Paragraph 13 in a total amount not to exceed one percent (1%) of the Purchase Price (unless otherwise provided in this Agreement). If the total estimated costs of the repairs described in Paragraphs 13 A, B, C, and D collectively exceed one percent (1%) of the Purchase Price, then Buyer alone, or Seller alone, or Buyer and Seller jointly can agree to pay the excess. If neither party has agreed to pay the excess amount and an acceptable alternative agreement cannot be reached, then this Agreement shall be terminated, all parties shall execute a release agreement, and the Deposit shall be refunded in full to Buyer.

A. APPRAISAL AND REQUIRED REPAIRS: Subject to the limitations in this Paragraph 13, Seller shall make any repairs required by Lender as a result of the appraisal, or as may be required by governmental agencies, prior to the walk through inspection.

B. TERMITEMOISTURE INSPECTION: BUYER OR SELLER shall obtain at BUYER'S OR SELLER'S expense, an approved wood destroying insect inspection report addressed to Buyer and any re-inspection reports if required, from a licensed pest control operator showing whether the Property's principal dwelling and garage are free of visible wood destroying insect infestation with no visible unrepaid damage from said infestation. The report shall also indicate whether readily accessible areas of the foundation and understructure, including crawl space, door sills, joists, subflooring and substructure support members are free of standing water and/or visible moisture damage. The report must be obtained within THIRTY (30) days after ratification of this Agreement. Prior to the walk through inspection, Seller shall correct, at Seller's expense, subject to the limitations in this Paragraph 13, all infestation, standing water, and damage indicated in the report. If new VA financing is involved, Seller shall reimburse Buyer for the cost of the original termite/moisture inspection, if paid by Buyer.

C. WELL AND SEPTIC: If the Property is served by a septic system or is not connected to city water BUYER OR SELLER shall obtain prior to the walk through inspection at BUYER'S OR SELLER'S expense, a certificate addressed to Buyer from the appropriate governmental authority or from an acceptable private company, indicating that the well water is safe for human consumption and/or that there is no evidence of malfunction of the septic system, as the case may be. If either system is found defective, Seller shall repair prior to the walk through inspection all defects at Seller's expense, subject to the limitations in this Paragraph 12.

D. WALK THROUGH INSPECTION: Buyer reserves the right to have a walk through inspection prior to settlement to determine whether all appliances heating and cooling equipment, plumbing and electrical systems, and all other equipment ("Walk Through Items") are in working order at time of settlement or possession, whichever occurs first. BUYER SELLER shall be responsible for providing all utilities required for such inspection. Subject to the limitations in this Paragraph 13 and exclusive of Walk Through Items noted in the Homebuyer's Inspection Contingency Removal Addendum, Seller shall repair any nonfunctioning Walk Through Items at Seller's expense.

E. MECHANICS LIEN: Virginia law (Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the labor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. Seller warrants that all bills related to any repairs or improvements made to the Property have been paid or will be paid by Seller from the proceeds at settlement. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

DEFAULT: If either Buyer or Seller defaults under this Agreement, the nondefaulting party may pursue, in such party's discretion, all remedies available to the nondefaulting party at law or in equity. In the event of Seller's default, Escrow Agent shall pay the Deposit to Buyer in accordance with Paragraph 4 and Buyer shall have the right to pursue such other rights and remedies against Seller as Buyer may have, both legal and equitable. All of the rights and remedies hereunder are cumulative.

ACCEPTANCE/ MISCELLANEOUS: For purposes of this Agreement, ratification shall mean the date of conveyance of final acceptance in writing of all of the terms of this Agreement (not the date of removal or expiration of any contingencies). Any changes must be made by written amendment. This Agreement may be executed in any number of counterparts and by facsimile, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. The parties further agree that any documents executed as exhibits, addenda, modifications or amendments may similarly be executed in counterpart and that the facsimile signature counterparts of such documents shall be binding as signed originals. To the extent any handwritten or typewritten terms in this Agreement conflict with, are inconsistent with the printed terms of this Agreement, the handwritten or typewritten terms shall control. This Agreement is executed under seal. The terms of this agreement and understanding between the parties constitute the entire agreement and there is no other agreement between the parties.

EPA 1419

WALK THROUGH: Seller shall repair or replace the above noted items at Seller's expense prior to the walk through inspection. Buyer acknowledges the Buyer has not relied upon any representation or warranty made by the law firms associated with this contract or Seller not expressly set forth in this Agreement with respect to the condition of the Property. Seller shall deliver the Property at settlement, or as otherwise provided, in substantially the same condition as at the date of this agreement.

From:

... through inspection at X BUYER'S OR SELLER'S expense, a certificate addressed to Buyer from the appropriate governmental authority or from an acceptable private company, indicating that the well water is safe for human consumption and/or that there is no evidence of malfunction of the septic system, as the case may be. If either system is found defective, Seller shall repair prior to the walk through inspection all defects at Seller's expense, subject to the limitations in this Paragraph 12.

D. WALK THROUGH INSPECTION: Buyer reserves the right to have a walk through inspection prior to settlement to determine whether all appliances, heating and cooling equipment, plumbing and electrical systems, and all other equipment ("Walk Through Items") are in working order at time of settlement or possession, whichever occurs first. BUYER SELLER shall be responsible for providing all utilities required for such inspection. Subject to the limitations in this Paragraph 13 and exclusive of Walk Through Items noted in the Homebuyer's Inspection Contingency Removal Addendum, Seller shall repair any nonfunctioning Walk Through Items at Seller's expense.

E. MECHANICS LIEN: Virginia law (Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. Seller warrants that all bills related to any repairs or improvements made to the Property have been paid or will be paid by Seller from the proceeds of settlement. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

DEFAULT: If either Buyer or Seller defaults under this Agreement, the nondefaulting party may pursue, in such party's discretion, all remedies available to the nondefaulting party at law or in equity. In the event of Seller's default, Escrow Agent shall pay the Deposit to Buyer in accordance with Paragraph 4 and Buyer shall have the right to pursue such other rights and remedies against Seller as Buyer may have, both legal and equitable. All of the rights and remedies hereunder are cumulative.

ACCEPTANCE/ MISCELLANEOUS: For purposes of this Agreement, ratification shall mean the date of conveyance of final acceptance in writing of all of the terms of this Agreement (not the date of removal or expiration of any contingencies). Any changes must be made by written amendment. This Agreement may be executed in any number of counterparts and by facsimile, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. The parties further agree that any documents executed as exhibits, addenda, modifications or amendments may similarly be executed in counterpart and that the facsimile signature counterparts of such documents shall be binding as if signed originals. To the extent any handwritten or typewritten terms in this Agreement conflict with, are inconsistent with the printed terms of this Agreement, the handwritten or typewritten terms shall control. This Agreement is executed under seal. The terms of this agreement and understanding between the parties constitute the entire agreement and there is no other agreement between the parties.

WALK THROUGH: Seller shall repair or replace the above noted items at Seller's expense prior to the walk through inspection. Buyer acknowledges the Buyer has not relied upon any representation or warranty made the law firms associated with this contract or Seller not precisely set forth in this Agreement with respect to the condition of the Property. Seller shall deliver the Property at settlement, or as otherwise provided, in substantially the same condition as of the date of this Agreement, free of personal property, debris and trash. Seller assumes, until settlement, all risks of loss or damage to the Property by fire, windstorm, casualty or other hazard.

Please Initial Buyer _____
Seller _____

From:

HURBARD SHAWTLEY

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The parties signing below hereby agree to the terms contained within this agreement and the addendums that may accompany this agreement. The parties also agree that any changes to this agreement subsequent to the ratification date shall be done in writing and only those changes made in writing and agreed to by all parties shall be effective to change this agreement.

Ratification Date

8917 South Quigley Rd. Realty Corp.

Adrian Kinisup

(BUYER) (DATE)

(SOCIAL SECURITY NUMBER)

(BUYER) (DATE)

(SOCIAL SECURITY NUMBER)

(SELLER) (DATE)

(SOCIAL SECURITY NUMBER)

(SELLER) (DATE)

(SOCIAL SECURITY NUMBER)

AGREEMENT FOR SALE OF ASSETS

This agreement made this 3rd day of November, 2000 by and between Adnan Kiriscioglu and Keffer-Rose, Inc.

WHEREAS, Keffer-Rose, Inc. desires to sell and Adnan Kiriscioglu desires to purchase real estate located at 1397 Carrsville Highway, Isle of Wight County, Virginia, known as Eagle Mart, upon the terms and conditions herein set forth, and such sale shall become effective within ninety (90) days of this contract date.

NOW, THEREFORE, in consideration of all such assets the parties intending to be legally bound hereby agree as follows:

ASSETS TO BE PURCHASED

A. EXISTING PETROLEUM EQUIPMENT

Keffer-Rose, Inc. will sell to Adnan Kiriscioglu existing dispensers, submerged pumps, petroleum tanks, console, leak detection equipment and any other miscellaneous related equipment owned by Keffer-Rose, Inc. at that location. Credit card processing equipment belongs to BP and is not a part of this contract.

B. LIABILITIES AND STORAGE FACILITIES

Adnan Kiriscioglu assumes no known or unknown liabilities of any type, kind, or degree of Keffer-Rose, Inc. and Keffer-Rose, Inc. further agrees to save and keep Adnan Kiriscioglu harmless of any liability or other legal action which may be brought against Keffer-Rose, Inc. as a result of this Agreement by any party whosoever and to that extent, Keffer-Rose, Inc. agrees to defend at its own costs any actions, suits, claims, etc. which may be brought against Adnan Kiriscioglu and which occurred involving any asset transferred to Adnan Kiriscioglu by this agreement prior to Kiriscioglu possession of such asset. Any environmental incident occurring after the sale of assets shall be the sole responsibility and liability of Adnan Kiriscioglu.

C. TERMS OF PAYMENT

Adnan Kiriscioglu will remit to Keffer-Rose, Inc. on the date of the signing of this contract, a non-refundable deposit of \$1,000.00 which shall be applied to the purchase price of \$175,000.00. Upon closing, additional down-payment of \$24,000.00 will be paid to Keffer-Rose, Inc., leaving an unpaid balance of \$150,000.00 payable in equal monthly installments beginning the first day of the month following closing to Keffer-Rose, Inc. Interest rate shall be fixed at 10% APR with the option of a ten-year amortization with monthly payments of \$1,982.27 or a 15-year amortization with monthly payments of \$1,611.92. Kiriscioglu will have the option to prepay its principal balance or partial balance at any time after January, 2002 without any prepayment penalty.

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Adnan Kiriscioglu's indebtedness to Keffer-Rose, Inc. shall be secured by a first deed of trust against the real estate at 1397 Carrsville Highway in Isle of Wight County, Virginia.

MSB
ML
DELETE
~~Adnan Kiriscioglu shall purchase gasoline and light oils sold at this location from Crossroads Fuel Service, Inc. for the duration of this indebtedness. If opportunity arises which makes it desirable to change to another supplier before that time, this clause can be eliminated upon payment of \$5,000.00 to Keffer-Rose, Inc.~~

II

DEFAULT

Any monthly payment under this contract not paid by the 5th day of each month shall be subject to a five percent (5%) late charge, and in the event the payment is not received within thirty (30) days of due date and after Keffer-Rose, Inc. has given Adnan Kiriscioglu written notice of such non-payment and Kiriscioglu has failed to make the payment within five (5) days of such notice, then Kiriscioglu shall be in default and the full account shall be due and payable. In the event of default, Kiriscioglu shall be responsible for payment of Keffer-Rose, Inc.'s attorney fees not to exceed twenty-five percent (25%) and cost.

IN WITNESS WHEREOF, Adnan Kiriscioglu and Keffer-Rose, Inc. have each caused this Agreement to be signed by duly authorized officers, the day, year, and month first written.

ADNAN KIRISCIOGLU

By: Adnan Kiriscioglu

KEFFER-ROSE, INC.

By: Yancy J. Smith, Pres.

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made as of this _____ day of December, 2000, by and among 1397 CARRSVILLE HWY. REALTY CORP., a Virginia Corporation, (collectively the "Grantor"), Kevin L. HUBBARD of 505B Cedar Road, Chesapeake, Virginia 23322 and Albert R. HARTLEY of 505B Cedar Road, Chesapeake, Virginia 23322 (collectively the "Trustee" to be indexed as "Grantee"), and KEFFER-ROSE, INC., a Virginia Corporation or assigns, the "Lender" to be indexed as "Grantee"), as follows:

WITNESSETH: For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor grants and conveys to the Trustee, with General Warranty and English Covenants of Title, the following described real estate (the "Real Estate"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

Together with (i) all the buildings and improvements now and hereafter erected on the Real Estate and all easements, rights, appurtenances, rents, royalties, timber, mineral, oil, gas rights and profits of and all fixtures, furniture, equipment and apparatus now or hereafter attached to, used in connection with or adapted for use in the operation of the Real Estate, including, without limitation, pumps, tanks, meters, computer equipment, console, leak detection equipment, heating, cooling, refrigerating and electrical apparatus and equipment, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust, (ii) all documents, contract rights, general intangibles and instruments relating to the Real Estate including, without limitation, any and all maintenance contracts, permits, licenses, franchises and governmental approvals, to the extent the assignment thereof is not prohibited by law or by the express terms thereof, and (iii) all proceeds of each of the foregoing (whether cash or otherwise). All of the above-described real and personal property is hereinafter referred to as the "Property."

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY HEREBY CONVEYED.

Prepared by:
Kevin L. Hubbard, Attorney at Law
505B Cedar Road
Chesapeake, VA 23322

Map & Parcel No. 061-01-039

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IN TRUST, to secure to the Lender the payment and performance when due, without offset or deduction, whether by acceleration or otherwise, of that certain note of even date herewith payable from Grantor (hereinafter defined as "Borrower", whether one or more, and whether or not previously defined as "Grantor" above) to order of Lender at any of its offices (hereinafter the "Note"), in the principal sum of ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$140,000.00); and any renewals, extensions, substitutions or modifications of any of the above plus: (a) interest and charges thereon at the rates therein provided, or if no interest rate is provided, then at the judgment rate, (b) all costs, expenses, and attorneys' fees incurred by the Lender in connection with the collection of any of the foregoing or in the protection or enforcement of the Lender's rights or remedies hereunder or under any instrument or document given in connection with any of the Obligations as hereinafter defined, (c) all expenditures by the Lender for the maintenance, preservation, seizure or realization of any security given to secure the Note, and (d) the payment and performance of all of the covenants contained in this Deed of Trust and any other document given in connection herewith, including without limitation, loan agreements and commitment letters.

All of the foregoing duties, undertakings, debts, obligations and liabilities of the Borrower are hereinafter referred to collectively as the "Obligations". The term "Obligations" is used in its broadest sense to include, but is not limited to, all extensions of credit, interest, charges, costs, duties of performance and indebtedness of any kind. The Grantor irrevocably appoints the Lender as its true and lawful attorney-in-fact with respect to the Property and any leases affecting all or any part of the Property and authorizes the Lender, through any of its officers or agents, to collect rents on the Property, to seize any security deposits or other escrows held in connection with the Property and to cure any default under the Obligations or under this Deed of Trust in any manner as the Lender elects. The expense of such actions shall be added to the outstanding balance of the Note and made a part thereof. Absent any default under the Obligations or this Deed of Trust, the Grantor shall remain in quiet use, possession and management of the Property and shall be entitled to continue to enjoy the rents, income, revenue and profits therefrom. The curing of any default shall not entitle the Grantor to again collect any such rents, income, revenue or profits from the Property without the Lender's written consent, which may be withheld for any reason. Neither the Lender nor the Trustee shall be obligated to act hereunder or to assume any liability under any lease of all or any portion of the Property or for the failure to collect any rents, income, revenue or profits due thereunder.

1. Covenants. Until the Obligations are paid and/or performed in full to the sole satisfaction of the Lender, the Grantor agrees:

(a) If the Grantor is the Borrower, to promptly pay, without offset or deduction, any amount due hereunder or under any Obligation, whether principal, interest, late charges or otherwise, even if the Property is lost, damaged or destroyed.

(b) To pay when due all taxes, licenses, repair bills and other assessments and public or private charges on the Property and to forward to the Lender upon request evidence of such payments.

(c) To maintain hazard insurance with extended coverage and any other insurance on the Property as the Lender may require, in form and amount and with an insurer satisfactory to the Lender, however, such amount shall in no event be less than the total of all sums due Lender hereunder at any one time, showing the Lender as loss payee as to personal property insured thereby and beneficiary of a mortgagee clause as to the real property insured thereby, and to furnish the Lender with satisfactory evidence of such insurance. Such insurance must provide for at least thirty (30) days prior written notice of cancellation to the Lender. If the Grantor fails to obtain or maintain such insurance, the Lender, without waiving its right to declare a default hereunder, may obtain such insurance at the Grantor's expense, which expense shall be added to the outstanding balance of the Note and made a part thereof. The Grantor hereby grants the Lender a continuing security interest in any tax or insurance escrow account and the proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise, and such proceeds are hereby assigned to the Lender and shall be applied to the payment of the Obligations or, to the extent necessary, to the cost of repair or restoration of the damaged Property, if the Lender so directs. In the latter case, the Lender may retain any part of the insurance proceeds until the Property has been restored to the satisfaction of the Lender. The Grantor hereby irrevocably appoints the Lender, acting through any of its officers or agents, as the Grantor's true and lawful attorney-in-fact with power to act in the Grantor's name with respect to any insurance checks, drafts, releases or proceeds. This appointment shall be deemed a power coupled with an interest and shall not be terminable by the Grantor so long as the Obligations are unpaid or unsatisfied in the sole opinion of Lender.

(d) If requested by the Lender, to deposit with the Lender such amounts as are necessary for the Lender to make timely payments for taxes, assessments and insurance on the Property, which funds shall not earn interest and may be commingled with other like funds.

(e) To keep the Property, including any private roads or public or private easements, in good order and repair, including without limitation, the making of replacements and prompt restorations as

the Lender may direct. The Grantor will not permit, suffer or commit waste, impairment or deterioration of or allow any nuisance to exist on the Property. The Grantor shall comply with and shall not permit violation of the terms of any lease, restrictive covenant, law, or regulation, including but not limited to, all applicable environmental laws, rules or regulations, applicable to the use, occupancy, ownership or operation of the Property.

(f) To execute and deliver such further assurances and to take such steps as the Lender or the Trustee may direct in order to perfect title to the Property in the Trustee or Grantor, as the case may be or to preserve the priority of the Lender's lien and security interest on the Property. The Grantor will reimburse the Lender for all expenses incurred in the filing and obtaining of any documents executed in connection herewith.

(g) To pay promptly upon demand the Lender's and the Trustees' costs and expenses, including attorneys' fees, incurred in connection with any litigation, claim, action or proceeding or otherwise incurred by the Lender in connection herewith, that may arise in connection with the protection of the Property and, if the Grantor is the Borrower, the collection, enforcement or attempted enforcement of the Obligations. Such amounts shall bear interest at the highest interest rate permitted by law.

(h) To notify the Lender immediately by certified mail of any actual or threatened taking or condemnation of any part of the Property, and if any part of the Property is taken or condemned thereby, the Grantor will and hereby does assign and will pay over to the Lender the proceeds and consideration resulting therefrom to the extent of the unpaid balance of the Obligations hereby secured, to which such proceeds will be applied as determined by the Lender.

(i) To furnish and cause the Borrower to furnish to the Lender from time to time, upon request, the Grantor's and the Borrower's then current financial statement, in form and detail satisfactory to the Lender, as well as such other financial information as the Lender may request from time to time.

j) To maintain and cause the Borrower to maintain, as applicable, the Grantor's and the Borrower's existence in good standing as may be from time to time required by applicable law. Neither the Grantor nor the Borrower will merge, consolidate or change a general partner, member or shareholder owning more than 20% of either the Grantor's or the Borrower's stock, membership, partnership, or other ownership interest without the prior written approval of the Lender, which consent may be withheld for any reason.

(k) To permit the Lender and its authorized agents, upon reasonable notice, to enter upon and inspect the Property and records kept in connection with the ownership or operation of the Property.

Grantor shall maintain at its principal place of business those records normally maintained in connection with ownership of assets similar to the Property.

(1) To not sell, convey or further encumber the Property or any part or interest therein, or to permit any such action either directly or indirectly, by operation of law or otherwise, so long as the Property remains subject to the lien of this Deed of Trust unless (i) the purchaser or purchasers assume all Obligations under this Deed of Trust by a deed duly executed and recorded and (ii) the Lender shall consent in writing to such sale, conveyance or encumbrance to the assumption by the purchaser or purchasers thereof; provided, however, that the Lender shall be under no duty to give such consent, but if such consent is given, it must be upon such terms and conditions as the Lender deems appropriate and the same will in no event relieve the Grantor or the Borrower of any of the Obligations for which the Grantor or the Borrower is liable, or from the Grantor's covenants or agreements under this Deed of Trust.

2. Assignment of Leases. The Grantor also hereby irrevocably assigns unto the Lender all leases now or hereafter existing on any part of the Property and all rents, income and profits from the Property. The Grantor hereby irrevocably appoints the Lender as its attorney-in-fact to do all things which the Grantor might otherwise do with respect to the Property and leases thereon, including, without limitation, collecting said rents, income and profits with or without suit and applying the same, less expenses of collection, to cure any default under the Obligations or under this Deed of Trust, in such manner as the Lender may elect, leasing, in the name of the Grantor, the whole or any part of the Property which may become vacant, and employing agents therefor and paying such agents reasonable compensation for their services. So long as there is no default under the Obligations or under this Deed of Trust, the Grantor shall remain in quiet use, possession and management of the Property and in the enjoyment of the rents, income and profits therefrom. The curing of any default, however, shall not entitle the Grantor to again collect the rent, income and profits unless consented to in writing by the Lender. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for in event of default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon the Lender or Trustee to exercise any power or right granted in this paragraph or to assume any liability under any lease or any part of the Property and no liability shall attach to the Lender for failure or inability to collect any rents, income or profits thereon.

3. Events of Default. Any one of the following events will constitute an event of default (an "Event of Default") under this Deed of Trust:

(a) If any payment is not made when due on an Obligation or hereunder;

(b) If the Grantor or the Borrower or any maker, endorser or guarantor of an Obligation (collectively, the "Parties"; individually, a "Party") defaults upon or breaches any covenant or provision of such Obligation in this Deed of Trust or in any other instrument or agreement delivered to the Lender in connection with this or any other transaction, or if any Party makes a materially false or misleading statement or representation to the Lender;

(c) If any collateral securing an Obligation is lost, abandoned, destroyed, severely damaged, involved in a legal proceeding, sold or transferred except as permitted by prior agreement with the Lender;

(d) If a petition or complaint under any bankruptcy, insolvency or other law seeking reorganization, liquidation, dissolution or other relief is filed by or against any Party, or if any Party becomes unable, in the discretion of the Lender, or admits any inability to pay such Party's debts as they become due;

(e) If any property of any Party is seized, attached or levied on, or if a receiver or custodian is appointed for any Party;

(f) If the Lender believes in good faith that (i) the prospect of payment or performance hereunder or under an Obligation is impaired, (ii) any collateral for an Obligation is insecure or (iii) a material adverse change has occurred in any Party's financial condition;

(g) If any guaranty obtained in connection with an Obligation is terminated, discharged or otherwise impaired;

(h) If there shall occur a default under any lien, or security agreement or other agreement or the Obligations affecting the Property, either superior or inferior to the liens and security interests created by this Deed of Trust; or

(i) Default in any prior Deed of Trust or Note secured by same.

4. Remedies. Whenever an Event of Default shall have occurred, then without prior notice (unless otherwise provided below) and in addition to any other rights and remedies provided by law or by contract, the Trustee and the Lender, as the case may be, may in their sole discretion, exercise all or any of the following rights or remedies:

(a) To declare all sums due under the Obligations immediately due and payable without demand.

(b) To take such actions as the Trustee or the Lender may deem necessary to cure such default including without limitation, the authority to employ agents and attorneys and to expend such sums as are deemed necessary to protect the security for this Deed of Trust or to insure performance of the covenants and agreements herein or under the Obligations.

(c) To take immediate possession of the Property, to enter upon the Property with or without force or process of law, to manage or hire another person to manage the Property, to obtain the appointment of a receiver for this and the following purposes, to collect rents on the Property including those past due, to rent the Property for such term and upon such conditions as the Lender, the Trustee or the receiver may deem proper and/or to apply any rents first to the costs and expenses of such efforts and thereafter to the amounts due on the Obligations.

(d) To advance such sums as may be necessary to make payments on behalf of the Grantor or Borrower hereunder or under any lien in order to protect the security of this Deed of Trust, including without limitation any taxes, insurance proceeds, replacements or repairs to the Property, or to ensure the performance of any of the covenants and agreements contained herein, which sums shall be added to the principal indebtedness due under the Note or any of the Obligations, as the Lender may designate in its discretion. All such advances shall be secured by the lien of this Deed of Trust, shall bear interest from the date of advance to the date of payment at the highest interest rate allowed by law and shall be repayable on demand.

(e) To sell all or any portion of the Property, after notice as provided by law. If the property hereby conveyed contains more than one parcel, the Trustee may sell them together or separately. A bidder's deposit of not exceeding 15% of the original debt hereby secured may be required. Out of the proceeds of such sale, there shall be paid the expenses of executing this Deed of Trust, including a Trustee's commission of 5% on said proceeds.

(f) All rights and remedies of the Lender under any law, under this Deed of Trust or under any agreement given in connection with this Deed of Trust shall be cumulative and not exclusive and may be exercised successively or concurrently.

(g) This Deed of Trust is governed by and, except as modified elsewhere herein, construed to grant such powers, rights, duties, and obligations as are specified in Sections 55-59 and 55-59.1 through 55-59.4 of the Code of Virginia (1950), as amended, and the following terms as defined in Section 55-60 of the Code of Virginia (1950), as amended, confer the powers, rights, duties, and obligations described therein:

Exemptions waived.

Subject to all (call) on default.

Renewal, extension or reinstatement permitted.

Any trustee may act.

Substitution of trustee permitted.

Advertisement required: Three (3) times in a newspaper having general circulation in the City or County where the Property or some part thereof may be located, which advertisements need not be successive.

5. Other Provisions.

(a) This Deed of Trust is intended to secure existing obligations or obligations which arise and are repaid from time to time on differing dates and for differing amounts and for differing purposes. No identification of this Deed of Trust shall be required in any Obligation.

(b) The Grantor covenants and agrees that the Lender will not be obligated to lend any sums or extend or continue any credit whatsoever to the Borrower except to the extent that the Lender may from time to time obligate itself to do so at its sole option in writing; provided, however, that the Lender may at any time or from time to time, without the consent of or notice to the Grantor or any party or parties now or hereafter having any interest in the Property, release any party primarily or secondarily liable for the payment of any of the Obligations, extend the maturity of or renew any of the Obligations and apply any funds received to the Obligations in such order as the Lender shall in its sole discretion determine, which action shall in no way modify, affect, release, or discharge the lien of this Deed of Trust. The fact that at any time or times no debts or Obligations may be outstanding while this Deed of Trust remains unreleased of record in the Clerk's Office wherein it is recorded shall in no way affect the lien of this Deed of Trust as to any debts or Obligations hereafter arising. The lien of this Deed of Trust shall secure and apply fully to all debts and Obligations arising and/or existing at any time and at all times hereafter until this Deed of Trust is released of record as provided herein.

(c) This Deed of Trust, to the extent that it relates to personal property, is a security agreement and the Grantor hereby grants a continuing security interest in such property and the proceeds thereof. This Deed of Trust shall support any financing statement filed showing the Lender as secured party. The Lender shall have all the rights and remedies accorded to a secured party under the Virginia Uniform Commercial Code in addition to those herein provided.

(d) The Grantor represents and warrants that there are no "hazardous substances" (defined as any substance or material regulated as hazardous or toxic waste or hazardous or toxic substance, or other similar term, by any federal, state, or local

environmental statute, regulation, or ordinance currently in effect, including without limitation oils, petroleum products, and friable and nonfriable asbestos) on, in, or under the Property; there has been no release or any threat of release of any hazardous substance; the Property is not subject to any governmental enforcement or clean up action and is not the subject of any investigation under any law, rule or regulation or subject to any liability to any person because of the presence of petroleum products, underground storage tanks or the presence, release, threat of release, discharge, storage, treatment, generation or disposal of any hazardous substance. The Grantor agrees that the Lender, its employees and agents may have access to, on, under and over the Property to undertake or cause to be undertaken a full or partial environmental audit and site inspection of the Property at anytime and from time to time. Grantor shall notify Lender immediately if any hazardous substance comes on, is discovered on, or suspected to be on the Property or upon the receipt of any notice of such matters from any public authority.

(e) No lawful act of commission or omission upon the part of the Lender or the Trustee, or any delay in exercising their rights hereunder, shall in any way or at any time affect, impair or waive the rights of the Lender or the Trustee to enforce any right, power or benefit hereunder. The provisions of this Deed of Trust may be amended only by the written agreement of the Lender and the Grantor.

(f) Upon full payment of all sums due hereunder and under the Obligations secured hereby to the sole satisfaction of Lender, the Trustee or the Lender shall, upon request and at the Grantor's expense, execute a proper release of this Deed of Trust.

(g) All rights of the Lender hereunder shall inure to the benefit of its successors and assigns and any future holder of any note secured hereby, and all Obligations hereunder shall bind the Grantor's heirs, personal representatives, successors and assigns, but nothing herein shall authorize the Grantor to assign or permit the assumption of this Deed of Trust or its rights in and to the Property.

(h) The Grantor shall protect, defend, indemnify and save harmless the Lender and the Trustee under this Deed of Trust from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action and costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon, incurred by or asserted against the Lender or the Trustee on account of (i) any failure or alleged failure of the Grantor to comply with any of the terms and provisions in this Deed of Trust, (ii) any claim or loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof or (iii) any failure or

alleged failure of the Grantor to comply with any law, rule or regulation regarding the use, occupancy or operation of the Property. Nothing contained herein shall require the Grantor to indemnify the Lender or the Trustee from any claim or liability resulting from its or their gross negligence or willful misconduct. The covenants in this section shall survive payment of the Obligations and the release of this Deed of Trust. The indemnity provided for herein shall extend to the officers, directors, employees and duly authorized agents of the Lender.

(i) Nothing in this Deed of Trust shall be construed to impose any obligation upon either the Lender or the Trustee to expend any money or take any other discretionary act herein permitted, and neither the Lender nor the Trustee shall have any liability or obligation for any delay or failure to take any discretionary act.

j) If the Borrower is other than the Grantor, the Grantor agrees that the Lender will have no duty or obligation to investigate the Borrower's financial affairs for the benefit of the Grantor, or to advise the Grantor of any fact respecting or of any change in the Borrower's financial condition or affairs which might come to the Lender's attention.

(k) This Deed of Trust and all of the rights, remedies and duties of the Lender and the Grantor shall be governed by the laws of the Commonwealth of Virginia, except as to its choice of laws provisions.

(l) Time is of the Essence in connection with the performance of each of the terms and conditions of the Obligations and this Deed of Trust.

(m) The titles and section headings herein are included for convenience only and shall not be deemed to be a part of this Deed of Trust. The pronouns and verbs set forth herein shall be construed as being of such number and gender as the context may require.

(n) Wherever possible, each provision of this Deed of Trust shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Deed of Trust shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deed of Trust.

6. Notice pursuant to Section 55-58.2 of the Code of Virginia (1950), as amended, may be mailed or delivered to the Lender at:

335-G Centerville Turnpike South
Chesapeake, Virginia 23322

IN WITNESS WHEREOF, the party hereto has caused this Deed of Trust to be executed and delivered as of the _____ day of December, 2000.

GRANTOR:

1397 Carrsville Hwy. Realty Corp.,
a Virginia Corporation

By: _____ (SEAL)

STATE OF _____:
COUNTY/CITY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County/City and State aforesaid, do hereby certify that @, as President of 1397 Carrsville Hwy. Realty Corp., a Virginia Corporation, whose name is signed to the foregoing writing has this day personally appeared before me in my County/City and State aforesaid and acknowledged the same.

Given under my hand and seal this _____ day of December, 2000.

Notary Public

My commission expires: _____

A. SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

OMB NO. 2502-0265



B. TYPE OF LOAN			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unis.	4. <input type="checkbox"/> VA
5. <input type="checkbox"/> Conv. Ins.	6. FILE NUMBER R00-421KH	7. LOAN NUMBER	8. MORTGAGE INS CASE NUMBER
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 5.0 10-96 (5/1397.CAR/R00-421KH)			
D. NAME AND ADDRESS OF BORROWER 1397 Carrsville Hwy. Realty Corp. 1511 Route 25 Ridge, New York 10961		E. NAME AND ADDRESS OF SELLER Keffer-Rose, Inc.	
F. NAME AND ADDRESS OF LENDER		G. PROPERTY LOCATION 1397 Carrsville Highway Isle of Wight, VA 00000	
H. SETTLEMENT AGENT Kevin L. Hubbard and Associates		I. SETTLEMENT DATE March 1, 2001	
PLACE OF SETTLEMENT 505B Cedar Road Chesapeake, VA 23322			
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract Sales Price	93,000.00	401. Contract Sales Price	93,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	2,615.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/town Taxes 03-01-01 to 07-01-01	225.67	406. City/town Taxes 03-01-01 to 07-01-01	225.67
107. Storm Water Fees to		407. Storm Water Fees to	
108. H.O. Assessments to		408. H.O. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	95,840.67	420. GROSS AMOUNT DUE TO SELLER	93,225.67
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (line 1400)	627.80
203. Existing Loan(s) Taken Subject to		503. Existing Loans Taken Subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208. Purchase Money Note	93,000.00	508. Purchase Money Note	93,000.00
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/town Taxes to		510. City/town Taxes to	
211. Storm Water Fees to		511. Storm Water Fees to	
212. H.O. Assessments to		512. H.O. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	93,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	93,627.80
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross Amt Due from Borrower (line 120)	95,840.67	601. Gross Amount Due to Seller (line 420)	93,225.67
302. Less Amt Paid by/for Borrower (line 220) (93,000.00)	602. Less Reductions Due Seller (line 520) (93,627.80)
303. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO BORROWER	2,840.67	603. CASH <input type="checkbox"/> TO <input checked="" type="checkbox"/> FROM SELLER	402.13

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

BORROWER 1397 Carrsville Hwy. Realty Corp.

SELLER Keffer-Rose, Inc.

BORROWER BY: Adrian Kinisigle

SELLER BY: [Signature]

HUD-1 (3-86) RESPA, HB 4305.2

EPA 1435

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. Total Sales/Brokers Commissions Based on Price \$					
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808. Flood Certification					
809. Document Review Fee					
810. Tax Service Fee					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from	to	@ \$	/day(days	%)
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	1.0 years	to			
904.					
905. 2nd Half 1999/2000 Taxes (Dec)		to Treasurer			334.80
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months	@ \$		per month	
1002. Mortgage Insurance	months	@ \$		per month	
1003. City/Town Taxes	months	@ \$		per month	
1004. Storm Water Fees	months	@ \$		per month	
1005. H.O. Assessments	months	@ \$		per month	
1006.	months	@ \$		per month	
1007.	months	@ \$		per month	
1008. Aggregate Adjustment					
1100. TITLE CHARGES					
1101. Settlement or Closing Fee		to Kevin L. Hubbard and Associates			1,000.00
1102. Abstract or Title Search		to			
1103. Title Examination		to			
1104. Title Insurance Binder		to			
1105. Document Preparation		to Kevin L. Hubbard and Associates			250.00
1106. Release Fees		to			
1107. Attorney's Fees		to			
(includes above item numbers:)					
1108. Title Insurance		to Title Associates of Tidewater, Inc.			783.00
(includes above item numbers:)					
1109. Lender's Coverage	\$	140,000.00		613.00	
1110. Owner's Coverage	\$	140,000.00		170.00	
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	17.00	;Mortgage \$	24.00	;Releases \$	41.00
1202. City/County Tax/Stamps: Deed \$	46.50	;Mortgage \$	70.00		116.50
1203. State Tax/Stamps: Deed \$	139.50	;Mortgage \$	210.00		349.50
1204. Grantor Tax		to Clerk of Circuit Court			93.00
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey		to Midette & Associates		POC \$870.00b	
1302. Pest Inspection		to			
1303. Overnight Courier		to Kevin L. Hubbard and Associate		Documents	75.00
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter On Lines 103, Section J and 502, Section K)				2,615.00	627.80

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this 2 page statement.

(5/1397.CAR/R00-421KH)


 Kevin L. Hubbard and Associates
 Settlement Agent

EPA 1436

WAIVER OF NOTICE OF MEETING OF DIRECTORS

OF

1397 CARRSVILLE HWY. REALTY CORP

I, the undersigned, being all of the directors of the Corporation, hereby agree and consent that the organizational meeting of the directors of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

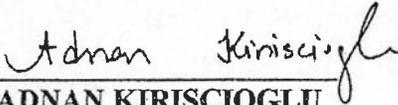
We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournment thereof as may be deemed advisable by any shareholder present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: **1511 Route 25
Ridge, New York 11961**

Date of Meeting: **February 26, 2001**

Time of Meeting: **10:00 a.m.**

Purpose of Meeting: **Initial Meeting and Election of Board of
Directors and Officers**


ADNAN KIRISCIUGLU

Dated: February 20, 2001

2664 ROUTE 112
MEDFORD, NY 11763

TECHNIC MANAGEMENT INC.

July 14, 2009

US Citizenship & Immigration Services
Vermont Service Center
ATTN: I-129
75 Lower Weldon Street
St. Albans, VT 05479-0001

Re: **Technic Management, Inc. (the "petitioner")**
Bora KALE (the "beneficiary")
I-129 H-1B Petition

Dear Sir or Madam:

This letter is in support of Technic Management, Inc. (the "petitioner"), petition on behalf of Mr. Bora Kale (the "beneficiary") for H-1B status in accordance with the federal regulations.

I. THE PETITIONER

Established in 2005, the petitioner is a New York corporation specialized in petroleum products wholesale and distributorship. It is a management company which controls and manages 9 retail gas stations in its portfolio. It manages gas stations which span across 4 different states. These stations are composed of different branded varieties, all of which the petitioner manages the licensed resale. It offers competitive pricing with professional service.

The petitioner surveys the petroleum industry using sophisticated information gathering techniques in order to secure the most cost effective and high quality products and services available. It aims to provide partners and customers the best possible product at the lowest possible price in an extremely competitive petroleum market. The petition also aims to cater to customer needs and to make experiences at gas stations more convenient and friendly.

The petitioner is responsible for the retail stores' day-to-day safe product distributions, direct dispatching of daily petroleum loads to trucking companies and supervises proper deliveries. The petitioner also maintains and administers budget controls and expense tracking. It monitors and sets pricing, billing and payments. The petitioner also participates and influences industry price negotiations; it understands that in today's climate of high energy prices, and increasing regulations, it is important not just deliver a commodity for a low price, but also to provide its customers' business with a reliable low cost solution.

The petitioner has realized gross revenues of  in 2008.

CX 91

EPA 1438

II. THE POSITION

The petitioner wishes to employ the beneficiary as an Operations Manager within the meaning of DOT code 185. The analysis of cost and spending, and the planning of future operations is an integral part of the decision-making process in the petitioner.

The beneficiary will oversee the planning, development and implementation of the petitioner's current operation standards. He will be personally responsible for product sourcing, purchasing, inventory planning and control, and financial management. He will recommend, develop and implement new standards for production and operations to maximize the quality of service as well as optimizing the quality and cost of all products that are to be provided.

He will analyze the petitioner's distribution methods and procedures to develop and implement the most efficient and economically advantageous means of meeting the demand. He will use inventory management and scheduling optimization software to determine how best to allocate the distribution resources of the petitioner in order to match the demand levels within reasonable time frames. He will coordinate replenishment scheduling of petitioner's products to retail gasoline service stations and other end users. He will oversee and improve the petitioner's distribution procedures in order to expedite the delivery of sufficient volume of products at short notice from the suppliers to the petitioner's stocks and thereon to the customers.

He will prepare an operating budget based on previous budget figures, estimated revenue and expense reports. He will negotiate and administer sales contracts and periodically monitor the budget by reviewing reports, invoices, and other business records to determine if allocated funds have been spent as specified. He will prepare financial and business related analysis and research in such areas as financial and expense performance, rate of return, petroleum products wholesale and distribution industry, and general business conditions. He will ensure compliance with safe product distribution procedures, and federal, state and local regulations.

Clearly, the nature of these duties confirm that the position of an Operations Manager is a specialty occupation in accordance with federal regulations and the petitioner's minimum prerequisite is a bachelor's degree or its equivalent in a relevant field.

The petitioner will pay the beneficiary an annual salary of \$58,240.

III. THE BENEFICIARY

The beneficiary is qualified for this position because he received a Master of Business Administration degree in Banking and Finance from Dowling College in Oakdale, New York in May 2004 and a Bachelor's degree in Economics from Marmara University in Istanbul, Turkey in August 2001. The beneficiary's relevant course work included projects related to financial analysis, micro and macro economics, business relationships, business practicum, accounting, budget analysis and planning, and business organization.

Copies of the beneficiary's educational credentials are enclosed.

July 14, 2009

Page 3

The beneficiary has been working in the U.S. in the petroleum industry in H-1B status since June 1, 2005.

* * *

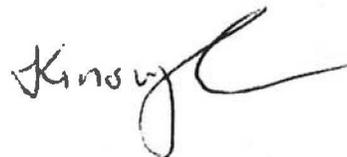
On behalf of the petitioner, I respectfully request that you approve this H-1B petition and change of employer application at your earliest convenience and inform us accordingly.

Thank you.

Sincerely yours,



Adnan Kiriscioglu
President



Sharke, Janet

From: Jeffrey Leiter <jll@leitercramer.com>
Sent: Monday, April 29, 2013 4:04 PM
To: Sharke, Janet
Subject: Aylin, Inc.; Rt. 58 Food Mart, Inc.; and Franklin Eagle Mart Corp.
Attachments: Aylin-Supplemental IRL Response (04 29 13).pdf

Janet,

In follow-up to our April 15, 2013, meeting, Aylin, Inc., Rt. 58 Food Mart, Inc., Franklin Eagle Mart Corp., and Adnan Kiriscioglu supplement their prior responses to the Agency's Information Request Letters. As we discussed, the parties agreed to submit the missing IRL information identified in EPA's Administrative Complaint.

Regards,

Jeff Leiter

CX 92

SUPPLEMENTAL INFORMATION SUBMISSION

In follow-up to the April 16, 2013, meeting among Andrew Ma, Janet Sharke, Jeffrey Letter and Adnan Kiriscioglu, Rt. 58 Food Mart, Inc., Aylth, Inc. and Franklin Eagle Mart Corp. submit the following supplemental information in response to the information request letters ("IRLS") previously addressed to them by the U.S. Environmental Protection Agency Region III.

Rt. 58 Food Mart
8917 S. Quay Road
Suffolk, VA 23437

- (1) The name and address of each owner ("owner" defined in 9 VAC-25-580-10) of all USTs and/or UST systems at the above-referenced facility for the past five (5) years to the present is:

Rt. 58 Food Mart, Inc.
8012 Tonnelie Avenue
North Bergen, New Jersey 07047

- (2) The name and address of each operator ("operator" is defined in 9 VAC-25-580-10) of all USTs and/or UST systems at the above-referenced facility for the past five (5) years to the present is:

Rt. 58 Food Mart, Inc.
8012 Tonnelie Avenue
North Bergen, New Jersey 07047

- (3) The name and address of each person that owned the property where the USTs and/or UTS system at the above-referenced facility are currently located for the past five (5) years to the present is:

8917 South Quay Road Realty Corp
8012 Tonnelie Avenue
North Bergen, New Jersey 07047

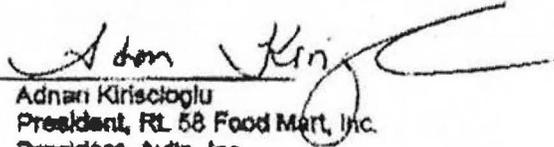
Pure Gas Station
5703 Holland Road
Suffolk, VA 23437

- (1) The name and address of each owner ("owner" defined in 9 VAC-25-580-10) of all USTs and/or UST systems at the above-referenced facility for the past five (5) years to the present is:

1397 Carrsville Highway Realty Corp.
8012 Tonnelle Avenue
North Bergen, New Jersey 070347

I certify that the information contained in or accompanying this submission is true, accurate, and complete. As to those identified portions of this submission for which I cannot personally verify their accuracy, I certify under penalty of law that this submission and all attachments were prepared in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Signature:



Adnan Kiriscioğlu
President, RTL 58 Food Mart, Inc.
President, Aylin, Inc.
President, Franklin Eagle Mart Corp.

Date: April 29, 2013

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
US EPA DOCKET NO. RCRA-03-2013-0039

IN THE MATTER OF

AYLIN, INC.,	:	
RT. 58 FOOD MART, INC.,	:	Proceeding Under
FRANKLIN EAGLE	:	Section 9006 of
MART CORP., ADNAN	:	The Resource
KIRISCIOGLU d/b/a NEW	:	Conservation and
JERSEY PETROLEUM	:	Recovery Act, as
ORGANIZATION a/k/a NJPO:	:	Amended, 42 U.S.C
		Section 6991e

Philadelphia, Pennsylvania
December 18, 2014

Deposition of ADNAN

KIRISCIOGLU, taken pursuant to notice, held
at the ENVIRONMENTAL PROTECTION AGENCY
REGION III, on the above date at 10:00 a.m.,
before Jen Szombathy, a Certified
Professional Reporter.

ACE REPORTERS, INC.
The Bourse, Suite 1030
111 South Independence Mall
Philadelphia, Pennsylvania 19106
(215) 627-6701 (866) ACE-7003
Fax (215) 627-6788

CX 93

1 APPEARANCES:

2 ENVIRONMENTAL PROTECTION AGENCY REGION III
3 BY: LOUIS R. RAMALHO, ESQUIRE
4 1650 Arch Street, 3RC30
5 Philadelphia, Pennsylvania 19130
6 (215) 814-2681
7 Counsel for the Environmental Protection
8 Agency

9 LEITER & CRAMER, PLLC
10 BY: JEFFREY L. LEITER, ESQUIRE
11 1707 L. Street
12 Suite 560
13 Washington, D.C. 20036
14 (202) 386-7670
15 Counsel for Aylin, Inc., Rt. 58 Food Mart,
16 Inc., Franklin Eagle Mart Corp., Adnan
17 Kiriscioglu d/b/a New Jersey Petroleum
18 Organization a/k/a NJPO

19 ALSO PRESENT:

20 Janet E. Sharke
21 Jennifer Nearhood
22
23
24

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I N D E X

- - -

EXHIBIT	DESCRIPTION	PAGE
CX-91	Photograph	28

(Exhibit maintained by Counsel)

- - -

QUESTIONING BY:	PAGE
MR. RAMALHO	4
MS. NEARHOOD	176

1 Q. So the answer is no?

2 A. No. Actually, I don't know if it's
3 no or yes because I'm making decisions for the
4 corporation.

5 Q. Do you record those decisions in
6 writing?

7 A. No.

8 Q. Let's turn our attention to Aylin,
9 Inc., let's talk about Aylin, Inc., for now.
10 What does the facility consist of?

11 A. It's a gas station.

12 Q. A gas station located at 5703
13 Holland Road in Suffolk, Virginia. What does it
14 consist of?

15 A. Meaning you're talking about the
16 buildings?

17 Q. What does it have on this location?
18 What do you have there?

19 A. Gas tanks, gas pumps, canopy,
20 building, one other building and that's
21 property.

22 Q. You're talking about the property?

23 A. Yes.

24 Q. So you have how many gas pumps

1 there?

2 A. Gas pumps I think two.

3 Q. Do you do any automobile service
4 out of that location?

5 A. No.

6 Q. You have a convenience store,
7 correct?

8 A. No.

9 Q. There's no convenience store there?

10 A. My last tenant was a butcher.

11 Q. And the butcher would also dispense
12 gasoline?

13 A. He was collecting the money for us.
14 It was a self-service location.

15 Q. So let me -- I'm trying to get a
16 clear picture of this operation.

17 You had two gasoline dispensers,
18 correct?

19 A. Yes.

20 Q. And you didn't have a convenience
21 store?

22 A. Yes.

23 Q. But you had a building there,
24 correct?

1 A. Yes.

2 Q. And from that building you had a
3 butcher?

4 A. As a tenant.

5 Q. And that same butcher was the one
6 that collected the receipts for the sale of
7 gasoline?

8 A. Correct.

9 Q. Was there any other buildings
10 besides this one?

11 A. There's one other building you can
12 say like storage building, but nothing used.

13 Q. There's another building there but
14 for storage only, correct?

15 A. Correct.

16 Q. Now, who owns the real estate where
17 Aylin, Inc. is located, sir?

18 A. 5703 Holland Road. I don't
19 remember whether it's inc. or corporation.

20 MR. RAMALHO: I'm going to ask
21 you to mark this for me as Exhibit 91.

22 (Exhibit CX-91 is marked for
23 identification.)

24 BY MR. RAMALHO:

1 Q. Can you identify for me what this
2 picture depicts?

3 A. This is the location.

4 Q. Of what, sir?

5 A. Gas station 5703 Holland Road.

6 Q. And do you see the sign there that
7 says Pure?

8 A. That's correct.

9 Q. And underneath it it says L&L
10 Country Meats?

11 A. That's correct.

12 Q. Is that the butcher you were
13 talking about, sir?

14 A. Yes.

15 Q. And do you recall when that butcher
16 started out as a tenant?

17 A. I don't remember.

18 Q. Okay. Is he still there?

19 A. No.

20 Q. He's closed?

21 A. He's closed.

22 Q. Do you know when he closed down?

23 A. I want to say about a year.

24 Q. About a year?

1 A. Yes.

2 Q. We'll come back to the butcher a
3 little bit later, okay?

4 Now, you said the real estate is
5 owned by 5703 Holland Road Realty Corp.,
6 correct?

7 A. That's correct.

8 Q. Okay. And who owns that
9 corporation, sir?

10 A. I do.

11 Q. You do?

12 A. Yes.

13 Q. And are you the sole shareholder of
14 that corporation?

15 A. Yes.

16 Q. And are you also the president of
17 that corporation?

18 A. Yes.

19 Q. Are you also the secretary of that
20 corporation?

21 A. Yes.

22 Q. And you're also the treasurer of
23 that corporation, correct?

24 A. Yes.

1 Q. And are you the sole director of
2 that corporation?

3 A. Technical --

4 MR. LEITER: Again, I think we
5 can probably stipulate.

6 BY MR. RAMALHO:

7 Q. Just one follow-up question, sir.
8 When you make decisions on behalf of this 5703
9 Holland Road Realty Corporation, do you
10 memorialize those decisions in the form of
11 minutes or meetings?

12 A. Memorialized, yes.

13 Q. So for this corporation you hold
14 meetings with the shareholder?

15 A. The previous question you had like
16 we're talking about did you write it down. If I
17 make a decision for having a tenant, yes, we
18 sign a lease or we can call that it's signed.

19 Q. But the authorization to the -- the
20 decision by the corporation and the
21 authorization given to the officers of the
22 corporation are not memorialized in any
23 documentation; is that correct? Besides a legal
24 document like a lease agreement for a purchase

1 agreement. Just say yes or no. If you don't
2 remember, say you don't recall, that's fine.

3 A. I'm thinking, but I don't recall.
4 Maybe time to time I write. I'm sure I take
5 notes. I cannot remember everything. I take
6 notes to myself.

7 Q. So from whom did 5703 Holland Road,
8 your corporation, from whom did it purchase the
9 real estate, sir, do you remember?

10 A. I don't remember the exact
11 corporation, but I bought it from my jobber,
12 which is Crossroads Fuel. I don't know who
13 owned the --

14 Q. Who was the seller?

15 A. Maybe it's not the correct answer.
16 I was dealing with the jobber Crossroads Fuel,
17 but I don't remember who owns the real estate.

18 Q. I misunderstood a word. You were
19 dealing with?

20 A. A jobber.

21 Q. What's a jobber for us?

22 A. My supplier. This was originally
23 Amoco Station when I take it over and my
24 supplier was local company, which is Crossroads.

1 I bought it from them, but I don't know if I
2 bought it from Crossroads, Inc. or the
3 individual who is the partner of that
4 corporation. I don't remember exactly who I
5 bought it from.

6 Q. And does your corporation 5703
7 Holland Road own any other assets besides the
8 real estate at this location?

9 A. No.

10 MR. LEITER: Clarify in terms
11 of what you mean by assets.

12 BY MR. RAMALHO:

13 Q. Does it own any other real estate,
14 sir?

15 A. No.

16 Q. Does it own the two dispensers in
17 that photograph, sir?

18 A. It owns the buildings.

19 Q. It owns the buildings?

20 A. Whatever's on the property it owns,
21 other than, what do you call it, doesn't own the
22 convenience items, it doesn't own the gas.

23 Strictly the property and improvements.

24 Q. So does it own the gasoline

1 dispensers?

2 A. Gasoline dispensers, yes.

3 Q. Does it own the underground storage
4 tanks?

5 A. Yes.

6 Q. It does?

7 A. Yes.

8 Q. So 5703 Holland Road owns the
9 dispensers and the gasoline tanks, correct?

10 A. Yes.

11 Q. And it owns the store, correct?

12 A. The building.

13 Q. And what's inside the building it
14 owns also, correct?

15 A. If it's a walk-in cooler, it owns
16 it. If it's a cook cooler, it doesn't own it.

17 Q. I want you to open up Volume 1.
18 I'll put that in front of you. I want you to
19 turn to CX-9, page 46. Let me know when you're
20 there so you've had an opportunity to look at
21 that.

22 A. Yes.

23 Q. Are you familiar with this
24 document, sir?

1 A. Yes. Two pages, right?

2 Q. There's two pages, EPA 46 and EPA
3 47 and also take a look at EPA 48 and EPA 49.

4 A. Yes.

5 Q. Correct me if I'm wrong, sir, this
6 is a settlement sheet for your purchase of the
7 real estate and equipment at 5703 Holland Road,
8 correct?

9 A. Yes.

10 Q. And the buyer here is 5703 Holland
11 Road Realty Corporation, correct?

12 A. Yes.

13 Q. And that is your corporation,
14 correct?

15 A. Yes.

16 Q. And the seller here is Crossroads
17 Properties, Inc., correct?

18 A. Yes.

19 Q. And that was your jobber as you put
20 it to us?

21 A. Yes.

22 Q. Your supplier. And the date of
23 settlement was April 1, 2001; is that correct?

24 A. Correct.

1 Q. And from reading this it was signed
2 by you at the end; is that correct?

3 A. That's correct.

4 Q. That's your signature, correct?

5 A. Yes.

6 Q. Do you recall that the seller held
7 a note for \$100,000, sir?

8 A. Now looking at the document, yes.

9 Q. You remember that, sir? Do you
10 remember that?

11 A. Yes.

12 Q. And if you look at EPA 48, sir, the
13 purchase consists of not only the real estate
14 but also what's listed on this bill of sale?

15 A. 49, you mean?

16 Q. 48 and 49. I'm at 48 right now.
17 The settlement for the purchase consisted not
18 only of the real estate, sir, but also what's
19 attached to this bill of sale, correct? EPA 48
20 is the bill of sale. Do you see that, sir?

21 A. Yes.

22 Q. That was part of the transaction,
23 correct, sir?

24 A. Just reading it, yes.

1 Q. If you turn the next page EPA 49,
2 sir. Could you read to me what's listed in
3 Exhibit A.

4 A. One, two MPDs.

5 Q. What are MPDs?

6 A. MPDs are the pumps. One canopy,
7 one TLS 350 tank monitoring system, Veeder-Root,
8 four 6,000 gallon tanks, three submerged pumps,
9 two 550 above ground tank and suction.

10 Q. And so your corporation 5703
11 Holland Road Realty Corp. purchased the real
12 estate and purchased this equipment, correct?

13 A. Correct.

14 Q. And it's still the owner today of
15 this equipment, correct?

16 A. Yes.

17 Q. I want you to now turn to
18 Complaint's Exhibit 10. 52, sir. Are you
19 there, sir?

20 A. Yes.

21 Q. This is a notification, and correct
22 me if I'm wrong again, that you submitted to
23 Virginia Department of Environmental Quality on
24 July 16, 2003, correct?

1 A. The question was?

2 Q. You submitted this form, this
3 notification form to the Virginia Department of
4 Environmental Quality on June 25, 2003, correct?

5 MR. LEITER: You said you.

6 THE WITNESS: Me personally, I
7 don't think so.

8 BY MR. RAMALHO:

9 Q. Well, let me ask you this. You see
10 the owner certification part under part 7, sir?

11 A. Part 7?

12 Q. At the very bottom of the page. Do
13 you see that?

14 A. Yes.

15 Q. Is that your signature on there,
16 sir?

17 A. Yes.

18 Q. Is it fair to say that you prepared
19 this form, sir?

20 A. I signed it, but I didn't prepare
21 it because this is not my handwriting.

22 Q. But you signed it, correct?

23 A. Yes.

24 Q. And it was signed by you on June

1 25, 2003, correct?

2 A. Correct.

3 Q. Now, if we look at this
4 notification, sir, there's a check mark at the
5 top that says new owner.

6 Do you see that at the top?

7 A. Yes.

8 Q. And it then for the ownership of
9 tanks it has listed Aylin, Inc., as the owner,
10 correct?

11 A. Yes.

12 Q. But based on your testimony today
13 that's not correct?

14 A. That's not correct.

15 Q. That's not correct?

16 A. Yes.

17 Q. 5703 is the actual owner of the
18 tanks?

19 A. That's correct.

20 Q. Thank you, sir. So with respect to
21 Aylin, Inc., sir, does it have any assets?

22 A. One minute. Can I --

23 Q. Do you want to take a break? Do
24 you want to talk?

1 A. I can talk. Look at EPA 53, tank
2 8,000 gallons each and the other document you
3 told me when I was looking at it four tanks is
4 6,000 gallons. Exhibit A on page 49 we bought
5 four, 6,000 gallon tanks and here page 53
6 there's 8,000 gallons, four tanks listed.

7 Q. And I agree with you, sir, so my
8 question to you is, did you rip up the
9 preexisting four, 6,000 gallon tanks to install
10 the 8,000 gallon tanks?

11 A. No.

12 Q. Would you agree with me that EPA
13 053, the tank capacity of gallons of 8,000 is
14 incorrect but it should be 6,000; is that
15 correct?

16 A. Right. Now I'm really confused. I
17 don't remember whether it was 6,000 or 8,000 to
18 tell you the truth.

19 Q. There's a discrepancy with respect
20 to the gallonage?

21 A. Yes.

22 Q. But the tanks do exist?

23 A. I never take the tanks out. I
24 never replace it.

1 Q. Aylin, Inc. does not have any
2 assets, that's correct?

3 A. Also, if you look at this page, it
4 says tanks like amended. Whoever filled out
5 this form, amendment means on the tanks or? I
6 don't know what the question was.

7 Q. So you signed this form, correct?

8 A. Sir.

9 Q. But you didn't fill it out; is that
10 what you're saying?

11 A. No.

12 Q. Do you recall who filled it out for
13 you?

14 A. I don't remember.

15 Q. So Aylin, Inc. is the operator of
16 the facility?

17 A. That's correct.

18 Q. And it has no assets, really
19 doesn't own anything?

20 A. As far as the property, no.

21 Q. We already established what 5703
22 Holland Road owns?

23 MR. LEITER: Assets include
24 inventory, product in the tanks.

1 any third party?

2 A. From? We're talking about Franklin

3 Eagle Mart?

4 Q. Yes.

5 A. Is the tenant of that location.

6 Q. And Franklin Eagle Mart is your

7 corporation?

8 A. That's correct.

9 MR. LEITER: For clarity, were
10 you asking there's like an L&L
11 butcher, there's a subtenant or
12 sublessee?

13 MR. RAMALHO: He said no.

14 BY MR. RAMALHO:

15 Q. There's no tenant there besides
16 Franklin Eagle Mart, correct?

17 A. Correct.

18 Q. Now, who owns the real estate, sir,
19 here?

20 A. 1397 Carrsville Highway. I don't
21 remember, either Inc. or corp.

22 Q. Do you recall from whom 1397
23 Carrsville Highway Corp. purchased the real
24 estate from?

1 A. Similar like Pure, either
2 Crossroads or one of the shareholders or
3 partners from Crossroads, which was my jobber at
4 the time.

5 Q. Does your corporation 1397
6 Carrsville Highway Corp., besides owning the
7 real estate at this location, does it own any
8 other real estate?

9 A. No.

10 Q. Does it own the tanks in this
11 location?

12 A. Yes.

13 Q. And it owns the dispensers,
14 correct?

15 A. Yes.

16 Q. And the convenience store, correct?

17 A. Convenience store, meaning there is
18 a walk-in cooler, yes.

19 Q. I'd like to show you Exhibit 90. I
20 want you to turn to Exhibit 90 and --

21 MR. LEITER: Are we looking at
22 a settlement statement?

23 MR. RAMALHO: Do you have
24 copies?

1 MS. SHARKE: I think I have
2 some upstairs.

3 (A short break was taken.)

4 BY MR. RAMALHO:

5 Q. I want you to take a look at EPA
6 CX-90, EPA 1422.

7 Can you identify this document for
8 me, sir?

9 A. It was just one page you're talking
10 about.

11 Q. The document that starts out EPA
12 1422 through 23, just those two pages.

13 A. Yes. What was the question?

14 Q. Do you recognize this document,
15 sir?

16 A. Yes.

17 Q. Is that your signature at the
18 bottom of EPA 1423?

19 A. Yes.

20 Q. And this is an agreement of sale,
21 correct?

22 A. Yes.

23 Q. It's entitled agreement for sale of
24 assets, correct?

1 A. Assets means the real property.

2 Q. Well, the title of the document
3 says agreement for sale of assets, correct, at
4 the very top of the page?

5 A. Agreement for sale of assets, yes.

6 Q. And this agreement is dated
7 November 3, 2000, correct?

8 A. That's correct.

9 Q. It's by and between you and
10 Keffer-Rose, Inc., correct?

11 A. Correct.

12 Q. It's between you individually and
13 this corporation, correct?

14 A. Yes.

15 Q. And you're the buyer, correct?

16 A. In this document, yes.

17 Q. And look at the assets to be
18 purchased -- let me back up here. The next
19 paragraph says, the whereas clause, it says
20 Keffer-Rose, Inc. desires to sell and Adnan
21 desires to purchase real estate located at 1397
22 Highway, Olive, White County, Virginia, known as
23 Eagle Mart; is that correct, sir?

24 A. That's correct.

1 Q. And then if you look down further
2 it says assets to be purchased.

3 Do you see that, sir?

4 A. Yes.

5 Q. And it has under item A, existing
6 petroleum equipment.

7 Do you see that?

8 A. Yes.

9 Q. It says Keffer-Rose, Inc. will sell
10 to Adnan existing dispensers, submerged pumps,
11 petroleum tanks, console, leak detection
12 equipment and any other miscellaneous related
13 equipment owned by Keffer-Rose at that location.

14 Is that a true and accurate
15 reading of that paragraph?

16 A. Reading of that paragraph, yes.

17 Q. Then I want you to take a look at
18 EPA 1435, the last two pages of that exhibit.

19 A. Yes.

20 Q. Can you identify for me what this
21 is, sir?

22 A. Settlement statement.

23 Q. For what property, sir?

24 A. 1397 Carrsville Highway.

1 Q. This is the same property that was
2 reflected in the previous agreement of sale,
3 correct, that we spoke about at EPA 1422,
4 correct?

5 A. Yes.

6 Q. Now, the buyer here is 1397
7 Carrsville Highway Realty Corporation.

8 Do you see that, sir?

9 A. That's correct.

10 Q. And the seller is Keffer-Rose,
11 Inc., correct?

12 A. Yes.

13 Q. And you already told us that 1397
14 Carrsville Highway is your corporation?

15 A. That's right.

16 Q. My question to you, sir, is how did
17 you transfer the assets -- let me ask you this.

18 Did you ever consummate the
19 purchase of this real estate and the dispensers
20 and the gasoline tanks under your name
21 personally, sir?

22 A. I did not buy it under my name,
23 that was the agreement of the sale. At the time
24 probably I didn't have the corporation for the

1 real estate, then I formed the corporation and
2 the settlement statement reflects the property
3 bought under 1397 Carrsville Highway.

4 Q. So you assigned the agreement of
5 sale to your own corporation, correct?

6 A. I don't remember technically if
7 it's correct term. But at the time I was the
8 tenant under Aloska, whatever, Inc. And when we
9 decide to buy, probably I didn't have the
10 corporation ready. I'm sure one part it should
11 say -- this agreement should be -- you know, I
12 have to form the corporation. At one point if
13 it's in or not, I don't remember.

14 Q. So you transferred the rights under
15 this agreement that you signed individually to
16 your corporation Carrsville Highway Realty
17 Corp., correct?

18 A. Technical point, I'm not sure. But
19 I make the decision to buy the property with the
20 assets under the corporation name. I never put
21 on my name personally. I don't own tanks. I
22 don't own --

23 Q. I understand. So 1397 Carrsville
24 Highway Realty Corp. is the owner of the

1 existing dispensers there?

2 A. That's correct.

3 Q. They're also the owners of the
4 submerged pumps?

5 A. Yes.

6 Q. And the petroleum tanks, the USTs?

7 A. Yes.

8 Q. And the console?

9 A. Yes.

10 Q. And the leak detection equipment,
11 correct?

12 A. That's correct.

13 Q. Sir, can I have you take a look at
14 Exhibit 27, EPA 487. So that will be in Volume
15 2. Let me know when you're there, sir.

16 A. 27 or 28?

17 Q. 27, EPA 487.

18 A. Yes.

19 Q. Sir, this is a notification form,
20 correct, that you submitted to the state?

21 A. Yes.

22 Q. And is that your signature at the
23 bottom, sir?

24 A. On page 486, yes.

1 MR. LEITER: 486 or 487.

2 MR. RAMALHO: 487, I'm on 487,

3 sir.

4 THE WITNESS: Yes.

5 BY MR. RAMALHO:

6 Q. And this document was dated by you
7 on June 25, 2003, correct?

8 A. That's correct.

9 Q. And it appears it has -- let me
10 strike that.

11 Now, this document at very top it
12 says, new owner.

13 Do you see that, sir?

14 A. Yes.

15 Q. And it has the ownership of the
16 tanks as Franklin Eagle Mart Corporation.

17 Do you see that, sir?

18 A. Yes.

19 Q. Based on your testimony today,
20 that's incorrect?

21 A. That's incorrect.

22 Q. Franklin Eagle Mart is the
23 operator?

24 A. That's correct.

1 either.

2 Q. So you don't know who's filling out
3 these forms for you; is that correct?

4 A. 489, apparently he filled it out.
5 That's his handwriting.

6 Q. But the other amendment of
7 information is somebody else's handwriting?

8 A. It's not his handwriting and it's
9 not mine.

10 Q. So you don't know where he got this
11 information from?

12 A. No.

13 Q. But he's your manager, correct?

14 A. Yes.

15 Q. Did he communicate with you on a
16 daily basis?

17 A. I don't remember on this case. But
18 he shouldn't be filling out asking to office.
19 He doesn't have the right information to begin
20 with. And who is coming in every two years with
21 these forms and hand it to him --

22 Q. I want to change subjects now to
23 Route 58 Food Mart.

24 And with respect to that facility,

1 what does it consist of, sir?

2 A. We are back on --

3 Q. Route 58. How many dispensers does
4 it have, sir?

5 A. I believe two dispensers.

6 Q. Two buildings?

7 A. One building. I'm going to say
8 three tanks, a canopy, tank.

9 Q. Do you have a convenience store at
10 this location?

11 A. Yes.

12 Q. Was that convenience store leased
13 out to a third party?

14 A. No.

15 Q. So you ran the convenience store,
16 correct?

17 A. Route 58 Food Mart, Inc. run it,
18 yes.

19 Q. Now, who owns the real estate at
20 that location, sir?

21 A. 8917 South Quay Road Realty, either
22 Inc. or corp.

23 Q. And like the other two real estate
24 companies that owned the real estate at the

1 other two facilities, you are the sole
2 shareholder of this corporation as well,
3 correct, sir?

4 A. Real estate company, that's
5 correct.

6 Q. And you're also the president of
7 this corporation, correct?

8 A. Yes.

9 Q. And the treasurer of this
10 corporation?

11 A. Yes.

12 Q. And the secretary, correct?

13 A. Yes.

14 Q. Do you know from whom 8917 Quay
15 Road Realty purchased their real estate from?

16 A. I don't remember the exact name but
17 that's another jobber in the area. Griffith Oil
18 could be.

19 Q. Let me turn your attention to
20 Complainant's Exhibit 89, EPA page number 1416.

21 A. Okay.

22 Q. Got it, sir?

23 A. Yes.

24 Q. Take a minute to look at that

1 document, sir.

2 A. Yes.

3 Q. Could you identify this document
4 for me, sir?

5 A. Just looking at it, it's a purchase
6 agreement.

7 Q. And what is the date of this
8 agreement, sir?

9 A. I'm trying to read it. I want to
10 say 13th day of November 2001.

11 Q. And the agreement is between your
12 corporation, correct, 8917 South Quay Realty
13 Corp.?

14 A. That's correct.

15 Q. As the buyer, correct?

16 A. Yes.

17 Q. And the seller is Suffolk Energies,
18 Inc.?

19 A. That's correct.

20 Q. If you turn to the last page 1421
21 -- let me strike that question.

22 The agreement was for the purchase
23 of the real estate, correct, at 8917 South Quay
24 Road, correct?

1 A. Yes.

2 Q. If you look at the first page, EPA
3 1416, the description of the sale is for the
4 real estate, correct?

5 A. Where do you read it?

6 Q. On the first paragraph, paragraph
7 number 1, it says agreement to sell property.

8 Do you see that, sir?

9 A. Okay. Agreement to sell property.

10 Q. And it has the description of what
11 you're buying.

12 Do you see that, sir?

13 A. Description 8917 South Quay Road,
14 Suffolk, Virginia.

15 Q. That's the real estate, correct?

16 A. Yes.

17 Q. And then it also has together with
18 set improvements there are, including but not
19 limited to the following.

20 Do you see that, sir?

21 A. That's correct.

22 Q. And it says, all canopies, pumps,
23 tanks, lines and all fixtures, I'm not sure what
24 the next word is, and except one aboveground

1 propane tank.

2 Do you see that, sir?

3 A. That's correct.

4 Q. So is it true, sir, that the owner
5 of the underground storage tanks is 89 South
6 Quay Road Realty Corp.?

7 A. That's correct.

8 Q. And the owner of the two dispensers
9 is also 8917 South Quay, correct?

10 A. That's correct.

11 Q. And the canopy as well?

12 A. Yes.

13 Q. And if you turn to page EPA 1421,
14 sir, is that your signature at the bottom of
15 this page, on top of this page?

16 A. Yes.

17 Q. And that's you executing the sale
18 agreement, correct?

19 A. That's correct. But there is no
20 signature for seller.

21 Q. But you have testified that this
22 corporation is yours, correct?

23 A. Corporation is mine. The last page
24 we have 1421, I only have my corporation name,

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, in accordance with the Office of Administrative Law Judge's electronic filing system, effective August 11, 2014, I filed electronically one copy of Complainant's Motion for Leave to File Supplemental Prehearing Exchange, Docket No. RCRA-03-2013-0039, for service to:

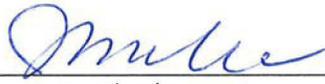
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I further certify that on the date set forth below, I served via email and first class mail, a copy of Complainant's Motion for Leave to File Supplemental Prehearing Exchange First Supplemental Prehearing Exchange, Docket No. RCRA-03-2013-0039, to:

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