

B1 (Official Form 1) (04/13)

United States Bankruptcy Court Northern District of New York		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Roth Steel Corporation		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 15-0236660		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. & Street, City, and State): 800 Hiawatha Boulevard West Syracuse, NY 13204 <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">ZIP CODE 13204-0000</div>		Street Address of Joint Debtor (No. & Street, City, and State): <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: Onondaga		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">ZIP CODE</div>		Mailing Address of Joint Debtor (if different from street address): <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">ZIP CODE</div>
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 </div> <div> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> </div>
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." </div> <div> <input checked="" type="checkbox"/> Debts are primarily business debts. </div> </div>
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Check one box: Chapter 11 Debtors <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (<i>amount subject to adjustment on 4/01/16 and every three years thereafter</i>). <hr style="border: 0; border-top: 1px dashed black; margin: 5px 0;"/> Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> 1-49</div> <div><input type="checkbox"/> 50-99</div> <div><input type="checkbox"/> 100-199</div> <div><input checked="" type="checkbox"/> 200-999</div> <div><input type="checkbox"/> 1,000-5,000</div> <div><input type="checkbox"/> 5001-10,000</div> <div><input type="checkbox"/> 10,001-25,000</div> <div><input type="checkbox"/> 25,001-50,000</div> <div><input type="checkbox"/> 50,001-100,000</div> <div><input type="checkbox"/> OVER 100,000</div> </div>		
Estimated Assets <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input checked="" type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>		
Estimated Liabilities <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input checked="" type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>		

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Roth Steel Corporation	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: - None -		Case Number:	
Location Where Filed:		Date Filed:	
Case Number:		Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment		Case Number:	
District:		Date Filed:	
Relationship:		Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. § 342(b). X _____ Signature of Attorney for Debtor(s) (Date)	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input checked="" type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input type="checkbox"/> No			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Roth Steel Corporation
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.</p> <p>[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X /s/William F. Savino _____ Signature of Attorney for Debtor(s) William F. Savino _____ Printed Name of Attorney for Debtor(s) Damon Morey LLP _____ Firm Name The Avant Building, Suite 1200 200 Delaware Avenue Buffalo, NY 14202-2150 _____ Address (716) 856-5500 Fax:(716) 856-5510 _____ Telephone Number 5/2/14 _____ Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ _____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose social security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><small>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X /s/Lois Roth _____ Signature of Authorized Individual Lois Roth _____ Printed Name of Authorized Individual Vice President and Assistant Secretary _____ Title of Authorized Individual 5/2/14 _____ Date</p>	

In re Roth Steel Corporation Debtor(s) Case No. _____

FORM 1. VOLUNTARY PETITION

Pending Bankruptcy Cases Filed Attachment

<u>Name of Debtor / District</u>	<u>Case No. / Relationship</u>	<u>Date Filed / Judge</u>
CNY Car Crushers Inc. Northern District of New York	Subsidiary	5/2/14 /
El-Roh Realty Corporation Northern District of New York	Parent Corporation	5/2/14 /

**UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
ROTH STEEL CORPORATION**

The undersigned, being all the sole director of Roth Steel Corporation, a New York Corporation (the "**Corporation**"), acting by written consent without a meeting pursuant to Section 708(b) of the New York Business Corporation Law, does hereby consent to the adoption of the following resolutions and direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation:

WHEREAS, the Board of Directors having received and reviewed reports furnished it concerning the financial conditions the Corporation; and

WHEREAS, it appearing in the business judgment of the Board of Directors that the Corporation should be liquidated under the supervision of the United States Bankruptcy Court, it is hereby

NOW THEREFORE LET IT BE:

RESOLVED, that the Corporation initiate a case under Chapter 7 of the Bankruptcy Code; and it is further

RESOLVED, that Joan Roth in her capacity as President or Lois Roth in her capacity as Assistant secretary of the Corporation each is authorized and directed to prepare or cause to be prepared all documents, petitions, pleadings and other instruments necessary, or in the sole discretion of either Joan Roth or Lois Roth appropriate to cause the initiation and prosecution of a case under the Bankruptcy Code and it is further

RESOLVED, that Joan Roth or Lois Roth each is authorized and directed to employ and retain the law of Damon & Morey to represent the Corporation in its case under the Bankruptcy Code upon such retainer and compensation agreement as may seem in the sole discretion of either Joan Roth or Lois Roth to be appropriate; and it is further

RESOLVED, that each of Joan Roth and Lois Roth is authorized and directed to do and perform or cause to be done and performed all such other acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name of the Corporation and to incur and pay such expenses, fees and taxes as shall, in her opinion, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by or at the direction of Joan Roth or Lois Roth relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation; and

RESOLVED, subsequent to the signing of the initial petition in bankruptcy case and the required schedules related thereto, before Lois Roth signs any further papers needed in the bankruptcy case she will obtain the advice and consent of Joan Roth; and

RESOLVED, that an executed copy of this Unanimous Written Consent shall be filed with the minutes of the proceedings of the board of directors.

IN WITNESS WHEREOF, the undersigned directors have duly executed this Unanimous Written Consent as of April 30, 2014.

/s/Joan Roth

Joan Roth, Sole Director

Form B1, Exhibit C
(9/01)

**United States Bankruptcy Court
Northern District of New York**

In re **Roth Steel Corporation**

Debtor(s)

Case No.

Chapter

7

Exhibit "C" to Voluntary Petition

1. Identify and briefly describe all real or personal property owned by or in possession of the debtor that, to the best of the debtor's knowledge, poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

See attached documents.

2. With respect to each parcel of real property or item of personal property identified in question 1, describe the nature and location of the dangerous condition, whether environmental or otherwise, that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

See attached documents.

**STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

In the Matter of Violations of Article 19 of the New York State Environmental Conservation Law and of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York Parts 200 and 212, by

**CONSENT
ORDER**

**CASE NO.
R7-20130517-28**

Roth Steel Corporation
City of Syracuse
Onondaga County, New York

Respondent.

1. The New York State Department of Environmental Conservation (the "Department" or "DEC") is responsible for the administration and enforcement of Article 19 of the New York State Environmental Conservation Law ("ECL") and the regulations promulgated pursuant to that article, including Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR"), Parts 200 and 212, regarding Air Pollution Control.
2. Roth Steel Corporation is a domestic business corporation with a principal executive office located at 800 W. Hiawatha Boulevard, Syracuse, New York 13204 ("Respondent").
3. Respondent owns and operates a scrap metal recovery facility located at 800 W. Hiawatha Boulevard, Syracuse, New York 13204 (the "Site"). Respondent operates a shredder at the Site which is equipped with a water injection system (the "Shredder").
4. The Shredder is a stationary air contamination source regulated as a general process emission source pursuant to 6 NYCRR Part 212. Respondent operates the Shredder,

which includes the water injection system, pursuant to an Air Facility Registration ("AFR") issued by the Department on May 4, 2007.

5. Title 6 NYCRR Section 212.6(a) limits the opacity of emissions from general process sources to a six-minute average of less than twenty percent (20%).

6. Title 6 NYCRR Section 200.7 requires the owner or operator of a general process emission source, such as the Shredder, which is equipped with an emission control device, such as the water injection system, to operate and maintain the emission control device in accordance with ordinary and necessary practices, standards and procedures, inclusive of manufacturer's specifications, required to operate it effectively.

7. On May 10, 2013, DEC Staff performed an opacity emissions observation of the Shredder. The emissions from Respondent's operation of the Shredder exhibited a six-minute average opacity of 32.7% over a period of time from 8:34 am to 8:40 am.

8. On May 16, 2013, DEC Staff performed an opacity emissions test of the Shredder. The emissions from Respondent's operation of the Shredder exhibited a six-minute average opacity of 46.5% over a period of time from 8:34 am to 8:40 am.

9. On May 16, 2013, on-Site personnel of Respondent informed DEC Staff that the cause of the opacity emissions was a malfunction of the air atomization for the water injection system on the Shredder.

10. DEC Staff reported that Respondent violated 6 NYCRR Section 212.6(a) on May 10, 2013 when the opacity emissions from the Shredder exceeded the six-minute average of less than twenty percent (20%) limit.

11. DEC Staff reported that Respondent violated 6 NYCRR Section 212.6(a) and 6 NYCRR Section 200.7 when the opacity emissions from the Shredder exceeded the six-minute

average of less than twenty percent (20%) limit due to Respondent's failure to properly operate and maintain the Shredder.

12. Pursuant to ECL Section 71-2103(1), a person who commits a violation described in Paragraphs 10 and 11, above, shall be liable to a penalty of not less than Five Hundred Dollars (\$500.00) nor more than Eighteen Thousand Dollars (\$18,000.00) for said violation and an additional penalty not to exceed Eighteen Thousand Dollars (\$18,000.00) for each day during which such violation continues, and in addition thereto such person may be enjoined from continuing such violation. In the case of a second or any further violation, the liability shall be for a penalty not to exceed Twenty-Six Thousand Dollars (\$26,000.00) for said violation and an additional penalty not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) for each day during which such violation continues.

13. In settlement and compromise of Respondent's civil liability for the aforesaid violations, Respondent waives the right to a hearing on this matter as provided by law, consents to the issuing and entering of this Order on Consent, and agrees to be bound by the provisions, terms, and conditions contained herein.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. **COMPLIANCE.** Respondent shall strictly comply with the terms, provisions, and conditions of this Order set forth in the Schedule for Compliance attached to and incorporated into and made a part of this Appendix A. Respondent's failure to comply with any provision of this Order shall constitute a default and a violation of this Order and, upon such default and

violation, the Department's right to pursue all claims and remedies administratively, at law, or in equity shall not be affected by anything contained in this Order.

II. PAYABLE CIVIL PENALTY. Respondent is hereby assessed a payable civil penalty in the amount of Five Thousand Dollars (\$5,000.00) for the violations stated herein. Respondent shall properly execute this Consent Order and return it along with a certified check or money order made payable to the "New York State Department of Environmental Conservation" and mail both to: The New York State Department of Environmental Conservation, Region 7, Office of General Counsel, 615 Erie Boulevard West, Syracuse, New York 13204-2400, to the attention of the Barbara A. McGinn, Assistant Regional Attorney.

III. SUSPENDED CIVIL PENALTY. Respondent is further assessed a suspended civil penalty in the amount of Fifteen Thousand Dollars (\$15,000.00) payment of which is suspended as a penalty to guaranty compliance. The suspended penalty shall become payable in the event the Department determines that the Respondents have failed to comply with the terms of this Order.

The penalty to guaranty compliance under this paragraph shall become due and payable within 15 calendar days after Respondents receive written notice from the Department that Respondents were or are in violation of this Order.

IV. SCHEDULE FOR COMPLIANCE. Respondent shall comply with the terms, provisions, and conditions of the Schedule For Compliance annexed to and made a part of this Order as Appendix A.

V. INSPECTIONS. Respondent shall at all times allow any duly designated employee, consultant, contractor, or agent of the Department or of any other State agency to immediately enter the Site or areas in the vicinity of the Site which may be under the control of Respondent for purposes of inspecting and to ensure Respondent's compliance with this Order, with any permit, registration, license, or certificate heretofore or hereafter issued for the Site, and with applicable laws and regulations.

VI. INDEMNIFICATION. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims resulting from the acts or omissions of Respondent resulting from compliance or attempted compliance with the provisions of this Order.

VII. RESERVATION OF RIGHTS. The Department hereby reserves all its legal, administrative, and equitable rights arising at common law or as granted to it pursuant to statute or regulation, including, but not limited to, any summary abatement powers the Commissioner may have pursuant to ECL Section 71-0301.

VIII. MODIFICATIONS. No change in this Order shall be made or become effective except as specifically set forth by a further written order of the Department, being made upon written application to the Department by Respondent setting forth the grounds for the relief sought, or upon the Department's own findings after an opportunity for Respondent to be heard, or pursuant to the summary abatement powers of the Department.

IX. REGULATORY FEES. Nothing contained in this Order shall be construed as preventing the Department from collecting regulatory fees, where applicable.

X. BINDING EFFECT. The provisions, terms, and conditions of this Order shall bind Respondent, the agents, servants, employees, successors, and assigns of Respondent, and all persons, firms, and corporations acting under or for Respondent.

XI. EFFECTIVE DATE. The effective date of this Order shall be the date it is signed by the Commissioner or the Commissioner's designee.

Dated: SYRACUSE, NEW YORK
October 1, 2013

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION
Joe Martens, Commissioner

BY Kenneth P. Lynch
KENNETH P. LYNCH
Regional Director, Region 7

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, waives the right to notice and hearing herein, and agrees to be bound by the provisions, terms, and conditions contained herein.

**Roth Steel Corporation,
Respondent**

PRINT NAME: JOAN ROTH
TITLE: PRESIDENT / OWNER
SIGNATURE: [Signature]
DATE: SEPTEMBER 30, 2013

ACKNOWLEDGMENT
STATE OF NEW YORK FL

COUNTY OF Palmer Beach)
: SS.:

On the 30 day of September in the year 2013 before me, the undersigned, a Notary Public in aforesaid State, personally appeared Joan Roth personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the corporation upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
Keith F. Dewhurst
Commission # EE010324
Expires: JULY 19, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

SCHEDULE A
SCHEDULE FOR COMPLIANCE

1. Water Injection Monitoring Plan.

Respondent shall continue to operate the H₂PRO water injection system installed on the Shredder as specified in the Department-approved Operation and Maintenance Plan (the "O&M Plan"). In addition, Respondent shall continue to operate the recently installed alarm/monitoring system in the Shredder's control room to alert the operator of any problems (the "Water Injection Control Plan"). Specifically, Respondent shall continue to operate the monitoring device on the water flow system discharge line and the monitoring device on the air flow system discharge line as well as the corresponding control light for each device which is situated in the Shredder's control tower. Under normal operating conditions, the air pressure should be above 90 psi. If the air pressure drops below 90 psi, the air control light will go out indicating a possible malfunction and the Shredder's operator must immediately act to determine and correct any malfunction. Similarly, if there is no water flow, the water control light will go out indicating a possible malfunction and the Shredder's operator must immediately act to determine and correct any malfunction.

2. Observation Log of Shredder Operations.

Respondent shall continue to perform and record the observations set forth in the O&M Plan. In addition, Respondent shall continue to conduct daily observations, including a photograph, at least one every operating day and at least once every two (2) hours of the Shredder's operation. These observations shall be performed for a period of

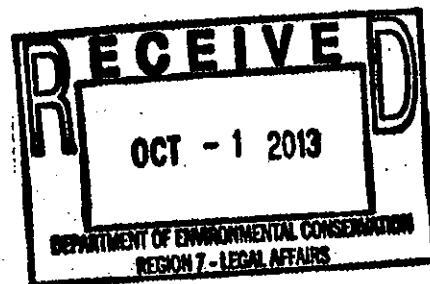
five (5) minutes each. These observations shall be recorded on the Daily Shredder Emission Observation Report, a copy of which is attached as Appendix B. The Daily Shredder Emission Observation Report, including the photographs, shall be maintained at the Site for a period of three (3) years.

3. Opacity Training and Opacity Compliance Observations.

Respondent shall ensure that two (2) of its employees are trained in the USEPA Reference Method 9 opacity emissions testing requirements at a training session that will be held on October 29 through October 31, 2013. After the training is completed, Respondent shall contact the DEC Region 7 Regional Air Pollution Control Engineer, Reginald Parker, P.E., and arrange for a mutually agreeable date and time to perform a USEPA Reference Method 9 opacity emissions test on the operating Shredder by no later than November 15, 2013. One (1) of Respondent's trained employees shall perform the test to determine the operating Shredder's compliance with the opacity standard set forth at 6 NYCRR Section 212.6(a). The DEC Region 7 Regional Air Pollution Control Engineer, Reginald Parker, P.E., must be present during the test.

If the Department determines that the Shredder's operation does not exceed the opacity standard set forth at 6 NYCRR Section 212.6(a), Respondent may discontinue performing and recording the observations of the Shredder's operation on the Daily Shredder Emission Observation Report as described in Item 2, above. If the Department determines that the Shredder's operation does exceed the opacity standard set forth at 6 NYCRR Section 212.6(a), then Respondent shall continue to perform and record the observations of the Shredder's operation on the Daily Shredder Emission Observation

Report as described in Item 2, above. These observations shall continue until such time as Respondent performs a subsequent USEPA Reference Method 9 opacity emissions test, in the presence of the DEC Region 7 Regional Air Pollution Control Engineer, Reginald Parker, P.E., and the Department determines that the Shredder's operation does not exceed the opacity standard set forth at 6 NYCRR Section 212.6(a).



R7-20130517-28

Appendix B

[illegible]

Comments:

New York State Department of Environmental Conservation

Office of General Counsel, Region 7

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

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

Website: www.dec.ny.gov



Joe Martens
Commissioner

January 31, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Douglas H. Zamelis, Esq.
The Law office of Douglas Zamelis
8363 Vassar Drive
Manlius, New York 13104

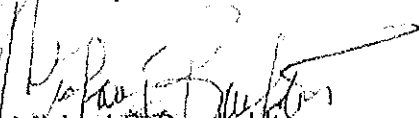
Re: DEC Case No R7-20121101-89

Dear Mr. Zamelis:

Enclosed is a copy of the signed consent order, issued by this Department's Regional Director on January 31, 2013.

Thank you for your cooperation in this matter.

Sincerely,



Michael E. Bamholt
Keyboard Specialist I

Enclosure

Cc/w/enclosure: Thomas Vigneault, Regional Enforcement Coordinator
Tim DiGiulio, Materials Management Engineer
Steve Perrigo, Regional Materials Management

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

-----X
In the Matter of Violations of Article 27 Title 7 of
the New York State Environmental Conservation Law and
of Title 6 of the Official Compilation of Codes, Rules and
Regulations of the State of New York Part 360, by

**CONSENT
ORDER**

**CASE NO.
R7-20121101-89**

Roth Steel Corporation
City of Syracuse
Onondaga County, New York

Respondent.
-----X

1. The New York State Department of Environmental Conservation (the "Department") is responsible for the administration and enforcement of Title 7 of Article 27 of the New York State Environmental Conservation Law ("ECL") and the regulations promulgated pursuant to that article, including 6 NYCRR Part 360, regarding Solid Waste Management.

2. Roth Steel Corporation is a domestic business corporation with a principal executive office located at 800 W. Hiawatha Boulevard, Syracuse, New York 13204 ("Respondent").

3. Respondent owns and operates a scrap metal recovery facility located at 800 W. Hiawatha Boulevard, Syracuse, New York 13204 (the "Site").

4. The Site contains a large pile of auto shredder residue ("ASR") located adjacent to and surrounding the collection pond (the "ASR Pile"). On March 27, 2012, the Department inspected the Site and ascertained that the ASR Pile has been stored on-Site for a period of greater than eighteen (18) months.

5. ASR is a "solid waste" as defined by ECL Section 27-0701(1).

6. Pursuant to 6 NYCRR Section 360-1.2(b)(164), any accumulation of solid waste for a period in excess of eighteen (18) months constitutes disposal.

7. Pursuant to ECL Section 27-0703 and 6 NYCRR Section 360-1.5(a), no person shall dispose of solid waste except at an exempt facility or at a disposal facility authorized by the Department to accept such solid waste.

8. Pursuant to ECL Sections 27-0703 and 27-0707 and 6 NYCRR Section 360-1.7(a), no person shall construct or operate a solid waste management facility without first applying for and obtaining a permit from the Department.

9. The Site is not an exempt facility and is not a disposal facility authorized by the Department to accept solid waste.

10. Respondent has not applied for or obtained a permit from the Department to construct or operate a solid waste management facility at the Site.

11. Respondent violated 6 NYCRR Section 360-1.5(a) when Respondent disposed of approximately 2,500 tons of ASR, the ASR Pile, at the Site which is not exempt and which is not authorized by the Department to accept such solid waste.

12. Respondent violated ECL Section 27-0707 and 6 NYCRR Section 360-1.7(a) when Respondent operated a solid waste management facility containing approximately 2,500 tons of ASR, the ASR Pile, at the Site without a valid Part 360 permit from the Department.

13. Pursuant to ECL Section 71-2703(1)(a), any person who violates the provisions of or fails to perform any duty imposed by Title 7 of Article 27 of the ECL or any rule or regulation promulgated pursuant thereto shall be liable for a civil penalty of up to Seven Thousand Five Hundred Dollars (\$7,500.00) for each such violation and an additional civil penalty of not more than One Thousand Five Hundred Dollars (\$1,500.00) for each day during which such violation continues.

14. Pursuant to ECL Section 71-2703(l)(b), any person who violates the provisions of or fails to perform any duty imposed by Title 7 of Article 27 of the ECL or any rule or regulation promulgated pursuant thereto and thereby causes the release of solid waste into the environment shall be liable for a civil penalty of up to Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) for each such violation and an additional civil penalty of not more than Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) for each day during which such violation continues.

15. The Department alleges that the ASR Pile is solid waste as defined by 6 NYCRR Section 360-1.2(a), which Respondent disputes. By entering into this Consent Order, Respondent does not admit that the ASR Pile is or was solid waste, or that it violated any regulation pertaining to solid waste.

16. In settlement of Respondent's civil liability for the aforesaid violations, Respondent affirmatively waives the right to hearing on this matter as provided by law, consents to the issuing and entering of this Order on Consent, and agrees to be bound by the provisions, terms, and conditions contained herein.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. COMPLIANCE. Respondent shall strictly comply with the terms, provisions, and conditions of this Order set forth in the Schedule for Compliance attached to and incorporated into and made a part of this Order as Schedule A. Respondent's failure to comply with any provision of this Order shall constitute a default and a violation of this Order and, upon such

default and violation, the Department's right to pursue all claims and remedies administratively, at law, or in equity shall not be affected by anything contained in this Order.

II. SUSPENDED CIVIL PENALTY. Respondent is assessed a Suspended Civil Penalty in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) payment of which is suspended as a penalty to guarantee compliance. The Suspended Civil Penalty shall become payable in the event the Department makes a final and binding determination that Respondent has failed to comply with the terms of this Order.

The penalty to guarantee compliance under this paragraph shall become due and payable within fifteen (15) calendar days after Respondent receives written notice from the Department that Respondent was or is in violation of this Order.

III. STIPULATED PENALTIES. In addition to the Suspended Civil Penalty specified in Paragraph III, above, if Respondent fails to comply with the July 31, 2013 final date for removal and proper disposal of all the ASR as specified in Paragraph 3 of Attachment A, the Schedule for Compliance (the "Final Date"), then Respondent shall be liable for payment to the Department of the sums set forth below as stipulated penalties for each day or part thereof that Respondent has not met the Final Date. All penalties begin to accrue on the first day Respondent is in violation of the Final Date and continue to accrue until all the ASR has been removed and properly disposed. Such sums shall be due and payable within sixty (60) days after receipt of notification from the Department assessing the penalties. If such payment is not received within sixty (60) days after Respondent receives such notification from the Department, interest shall be payable at the rate specified by the New York Civil Practice Law and Rules for interest on a judgment on the overdue amount from the day on which it was due through, and including, date of payment. Penalties shall be paid by certified check, cashier's check or money order, made payable to New York State Department of Environmental Conservation and shall be delivered

personally or by certified mail, return receipt requested, to the Office of General Counsel, New York State Department of Environmental Conservation, 615 Erie Boulevard West, Syracuse, New York 13204-2400. Payment of the stipulated penalties shall not in any way alter Respondent's obligation to complete performance under the terms of this Order. The payment of stipulated penalties as set forth above shall not limit the Department's right to seek such other relief as may be authorized by law.

Stipulated penalties shall be due and payable pursuant to the following schedule:

<u>PERIOD OF NONCOMPLIANCE</u>	<u>PENALTY PER DAY</u>
1st day through 15th day	\$ 500.00
16th day through 30th day	\$ 1,000.00
31st day and each day thereafter	\$3,000.00

IV. SCHEDULE FOR COMPLIANCE. Respondent shall comply with the terms, provisions, and conditions of the Schedule For Compliance annexed to and made a part of this Order as Schedule A.

V. INSPECTIONS. Respondent shall at all times allow any duly designated employee, consultant, contractor, or agent of the Department or of any other State agency to immediately enter the Site or areas in the vicinity of the Site which may be under the control of Respondent for purposes of inspecting and to ensure Respondent's compliance with this Order, with any permit, registration, license, or certificate heretofore or hereafter issued for the Site, and with applicable laws and regulations.

VI. INDEMNIFICATION. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims resulting from the acts or omissions of Respondent resulting from compliance or attempted compliance with the provisions of this Order.

VII. RESERVATION OF RIGHTS. The Department hereby reserves all its legal, administrative, and equitable rights arising at common law or as granted to it pursuant to statute or regulation, including, but not limited to, any summary abatement powers the Commissioner may have pursuant to ECL 71-0301.


VIII. MODIFICATIONS. No change in this Order shall be made or become effective except as specifically set forth by a further written order of the Department, being made upon written application to the Department by Respondent setting forth the grounds for the relief sought, or upon the Department's own findings after an opportunity for Respondent to be heard, or pursuant to the summary abatement powers of the Department.

IX. REGULATORY FEES. Nothing contained in this Order shall be construed as preventing the Department from collecting regulatory fees, where applicable.

X. BINDING EFFECT. The provisions, terms, and conditions of this Order shall bind Respondent, the agents, servants, employees, successors, and assigns of Respondent, and all persons, firms, and corporations acting under or for Respondent.

XI. EFFECTIVE DATE. The effective date of this Order shall be the date it is signed by the Commissioner or the Commissioner's designee.

Dated: SYRACUSE, NEW YORK
January 31, 2013

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION
Joe Martens, Commissioner
BY 
KENNETH P. LYNCH
Regional Director, Region 7

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, waives the right to notice and hearing herein, and agrees to be bound by the provisions, terms, and conditions contained herein.

Roth Steel Corporation,
Respondent

PRINT NAME: George Stanton
TITLE: CEO
SIGNATURE: George Stanton
DATE: 1/29/13

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ONONDAGA) : ss.:

On the 29TH day of JANUARY in the year 2013 before me, the undersigned, a Notary Public in aforesaid State, personally appeared GEORGE STANTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the corporation upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

DOUGLAS H. ZAMELIS
Notary Public, State of New York
No. 022A6033580
Qualified in Onondaga County
My Commission Expires Nov. 22, 2013

SCHEDULE A
SCHEDULE FOR COMPLIANCE

1. Within ten (10) days after that portion of the ASR Pile that has already been characterized as non-hazardous has been removed, Respondent shall characterize the remaining portion of the ASR Pile that is adjacent to and surrounds the collection pond at the Site. Respondent shall characterize the remaining portion of the ASR Pile by collecting representative composite samples of the remaining portion of the ASR Pile and analyzing them for PCBs and total lead, and metals using the Toxicity Characterization Leaching Procedure ("TCLP"). The Department's Division of Environmental Remediation's ("DER") guidance document, DER-10, Technical Guidance for Site Investigation and Remediation, must be used to determine the number of composite samples to be collected from the remaining portion of the ASR Pile. A grid of the remaining portion of the ASR Pile shall be established and sample locations must be identified on the grid. Samples must be collected at various depths, i.e. 0-2 feet, 2-4 feet, all the way to the bottom of the remaining portion of the ASR Pile. An Environmental Laboratory Approval Program ("ELAP") certified laboratory must be used to analyze all the samples collected. At least ten (10) days in advance of the sample event, the Department must be notified of the name of the laboratory selected to perform the analysis, the date the samples will be collected from the remaining portion of the ASR Pile, and the turnaround time for the sample analysis.

2. Within forty-five (45) days after the remaining portion of the ASR Pile has been characterized as described in Paragraph 1, above, Respondent shall submit to the Department a report which summarizes the above sampling event and provides a waste characterization determination which indicates whether the remaining portion of the ASR

Pile is hazardous or non-hazardous. The report submitted to the Department must include a laboratory data package and a map showing the sample locations of the remaining portion of the ASR Pile.

3. All ASR shall be removed and properly disposed of by no later than July 31, 2013. If any of the remaining portion of the ASR Pile is characterized as a hazardous waste, Respondent shall remove and properly dispose of all of the hazardous ASR Pile within ten (10) days of the date of the sampling/characterization report described in Paragraph 2, above. Respondent shall handle and process the ASR Pile in accordance with this Order and the October 5, 2012 correspondence from Kendrick Jaglal, P.E., of O'Brien & Gere and Steve Perrigo, P.E., of the Department.

a. The Department must be notified at least forty-eight (48) hours prior to initiating the removal of the non-hazardous portion of the ASR Pile or the hazardous portion of the ASR Pile. The amount (tonnage) of the non-hazardous ASR Pile or the hazardous ASR-Pile sent for disposal must be documented through receipts, invoices, etc., from the disposal facility. Respondent must identify the name of the disposal facility that received the non-hazardous ASR Pile and the hazardous ASR Pile. This documentation shall be submitted to the Department within ten (10) days of shipment.

b. If Respondent chooses to process the non-hazardous ASR Pile to recover any metals prior to its disposal, once the material is moved the material must be staged or stored on a concrete or asphalt pavement surface at all times in a manner that will prevent the migration of any leachate that may be generated by the waste and shall not remain uncovered for a period that exceeds twenty-four (24) hours. Once the non-hazardous

ASR Pile has been processed, it must be stored under cover in a building prior to shipment off-Site for final disposal. Respondent shall document the amount (tonnage) of the non-hazardous ASR Pile sent for disposal through receipts, invoices, etc. from the disposal facility in the same manner as described in Paragraph 3, above.

4. After Respondent has removed the ASR Pile, Respondent shall collect confirmatory samples of the soils beneath the area of the former ASR Pile to confirm that all the ASR and residual contamination are removed. Confirmatory sampling of the soil shall take place no later than one (1) week from the completion of the removal of the ASR Pile. These samples shall be collected at the 0-4 inches and 4-16 inches from the surface. These samples shall be analyzed for total PCBs, Lead, and any contaminant that was detected as part of the TCLP testing. An ELAP certified laboratory must be used to analyze all the samples collected. Within forty-five (45) days after the confirmatory samples of the soils beneath the area of the former ASR Pile have been collected as described in this Paragraph 4, Respondent shall send the Department a report of the results of this confirmatory sampling.

5. The Department shall determine the need for any subsequent sampling and remediation of the area beneath the former ASR Pile pursuant to Consent Order D7-1015-11-04.

6. Send all reports, data, receipts, invoices, certificates of disposal, etc., to:

Steven E. Perrigo, P.E.
NYSDEC - Region 7
Division of Solid Materials Management
615 Erie Boulevard West
Syracuse, NY 13204

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

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

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

Website: www.dec.ny.gov

Alexander B. Grannis
Commissioner**FACSIMILE COVER SHEET**TO: Kendrick Jaglal (Fax# 449-0443)FROM: Tom Vigneau IIDATE: 1/28/08MESSAGE: Executed Consent OrderNumber of Pages 13, plus this cover sheet.

If you experience any problems receiving this transmission, please call 315-426-7403.

CONFIDENTIALITY NOTICE

This facsimile transmission is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by telephone to arrange for disposition of the contents hereof.

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Alleged Violation of
Articles 17,19,27,37 & 71 of the Environmental
Conservation Law ("ECL"),
Article 12 of the Navigation Law, and
Title 6 of the Official Compilation of Codes,
Rules and Regulations ("6 NYCRR") of the
State of New York
by:

CONSENT ORDER

Case Number
D7-1015-11-04

ROTH STEEL CORPORATION
Respondent

WHEREAS:

1. The New York State Department of Environmental Conservation (the "Department") is a department of the State of New York which, pursuant to Articles 17, 19, 27, 37 & 71 of the Environmental Conservation Law ("ECL"), is authorized to regulate the water discharges, air emission sources and solid and hazardous waste in the State of New York.
2. Respondent, Roth Steel Corporation ("Respondent"), is an entity authorized to do business in the State of New York, with offices and operations at 800 Hiawatha Boulevard West, City of Syracuse, County of Onondaga, State of New York, (the "Facility").
3. The Department alleges that Respondent has violated the ECL by
 - a. improperly disposing of solid waste and hazardous substances,
 - b. failing to properly control the stormwater runoff from the Facility,
 - c. failing to comply with NYS SPDES requirements,
 - d. failing to comply with the Department's air emissions requirements,
 - e. failing to prevent and remediate petroleum discharges.

4. ECL §71-1929 provides for a penalty of up to thirty-seven thousand five hundred dollars (\$37,500) per day for each violation of Titles 1 through 11 inclusive and Title 19 of Article 17 or of the rules or regulations promulgated thereto by the Commissioner of the Department.

5. ECL §71-2103 provides for a penalty of up to fifteen thousand dollars (\$15,000) per day for each violation of Article 19 or of any code, rule or regulations promulgated pursuant thereto by the Commissioner of the Department.

6. ECL §71-2703 provides for civil penalties for violations of Title 3 or 7 of Article 27 of up to \$7,500 for each violation and not more than \$ 1,500 per day for each day that violation continues.

7. In settlement of Respondent's potential civil liability for the aforesaid alleged violation, Respondent has waived its right to a hearing herein as provided by law and has consented to the issuing and entering of this Order on Consent ("Order"), pursuant to the provisions of Articles 17 and 71 of the ECL, and has agreed to be bound by the provisions, terms, and conditions herein.

NOW, being duly advised and having considered this matter, THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HEREBY ORDERS THAT:

I. PENALTIES

A. Respondent is hereby assessed a civil penalty in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) for the alleged violations stated herein, which shall be paid to the Department as set forth in Subparagraph I (C) below.

B. In the event that the Respondent fails to fully comply with the requirements of the Order in a timely fashion, Respondent shall be subject to penalties of up to \$37,500 per day, without prejudicing the Department from seeking further appropriate penalties for violations of this Order by Respondent. Payment of the above penalties shall not in any way alter Respondent's obligation to complete performance under the terms of this Order.

C. Respondent shall pay FIFTY THOUSAND DOLLARS (\$50,000) upon Respondent's signing of this Order and its return to the Department; FIFTY THOUSAND DOLLARS (\$50,000) within 90 days of the effective date of this Order; and FIFTY THOUSAND DOLLARS (\$50,000) within 180 days of the effective date of this Order. Penalty payments to the Department shall be by check made payable to: New York State Department of Environmental Conservation, Division of Environmental Enforcement, 625 Broadway, 14th Floor, Albany, N.Y. 12233-5500, Attn: Benjamin A. Conlon.

II. COMPLIANCE

A. Pursuant to the provisions of this Order, Respondent shall conduct the following investigation and/or remediation measures;

1. Solid Waste - Respondent shall, within 90 days of the effective date of this Order, submit to the Department an investigation plan, including a schedule for implementation, which shall be conducted to determine if any contaminants are being released or migrating from the two shredder fluff cells into the waters of the state. Parameters to be sampled in the investigation plan must include, at a minimum, EPA Method 8260; EPA Method 8270; EPA Method 8082; and TAL metals

a. Upon approval of the workplan, Respondent shall implement the approved investigation workplan in accordance with the schedule.

b. Upon completion of the investigation workplan, Respondent shall submit to the Department a report detailing the findings of the investigation and setting forth conclusions as to whether or not Contaminants are being released from the two shredder fluff cells into the waters of the state.

c. If the Report concludes that Contaminants are being released from the two shredder fluff cells into the waters of the state in excess of groundwater standards set forth at 6 NYCRR Section 703.5, Respondent shall remove and properly dispose of all the shredder fluff within either cell (as well as any Contaminants that have been released from the cell) that is causing the release of Contaminants into the waters of the state.

d. If the Report concludes and the Department agrees that neither of the shredder fluff cells is causing the release of Contaminants into the waters of the state in excess of groundwater standards set forth at 6 NYCRR Section 703.5, Respondent shall, pursuant to this Order, close such cell in place, in general accordance with 6 NYCRR Part 360. If the Report concludes that neither of the shredder fluff cells is causing the release of Contaminants into the waters of the state in excess of groundwater standards set forth at 6 NYCRR §703.5 and the Department disagrees with such conclusions, the Department shall set forth the basis of its disagreement in writing and Respondent may invoke Dispute Resolution pursuant to Paragraph III of this Order.

e. Upon determination by the Department in Paragraph II(A)(1)(c) or (d) above regarding its agreement or disagreement with the conclusions of the Report, Respondent, unless it invokes Dispute Resolution, shall within 90 days of receipt of such determination, submit a workplan, including a schedule for implementation, the proposed duration of which shall not extend more than one year, for the Department's approval

(which approval shall not be unreasonably withheld), to either remove the shredder fluff and/or close the cells in general accordance with 6 NYCRR Part 360.

f. Upon approval of the remedial workplan required by II (A)(1)(d) above, Respondent shall implement the approved workplan in accordance with the schedule.

2. Stormwater - Respondent shall, within 90 days of the effective date of this Order, submit to the Department an approvable Stormwater Management Plan, including a schedule of implementation, to properly contain and/or treat the stormwater generated at the Facility. Respondent shall implement the plan unless the Department notifies Respondent in writing that an individual SPDES permit is required.

3. Petroleum contamination - Within 30 days of the effective date of this Order, Respondent shall submit a work plan to investigate any petroleum discharges or any other automobile fluid discharges, at the Facility in accordance with the Department's policies and procedures. Within 45 days of the Department's approval of the workplan, Respondent shall perform the investigation in accordance with the approved work plan and submit a report detailing the findings of the investigation and including a remedial work plan. Within 90 days of the Department's approval of the remedial workplan, Respondent shall remediate any petroleum discharges at the Facility in accordance with the approved work plan and submit a remedial report.

4. Air Compliance

a. By January 15, 2008, Respondent shall install a 4 inch waterline and commence full operation of their new air control equipment at the facility.

b. By February 15, 2008, Respondent shall submit to the Department, for the Department's approval, a proposed test protocol for their air control equipment at the Facility.

c. By March 15, 2008, Respondent shall, in accordance with the Department approved protocol complete the testing and opacity observations for the air pollution control equipment at their facility.

d. If the facility passes the opacity testing, Respondent shall, by April 15, 2008, submit for the Department's approval, an operation and maintenance plan for the operation of the air pollution control equipment at the Facility.

e. If the facility fails the opacity testing, Respondent shall, within 60 days of the failed test, submit an alternative proposed plan, with a schedule for implementation, as well as recommendations for operational limitations to minimize air pollution impacts in the interim period.

5. Best Management Practices Plan - Within 90 days of the effective date of this Order, Respondent shall submit to the Department for approval a Best Management Practices Plan, including a schedule for implementation.

a. Upon approval by the Department of the Best Management Practices Plan, Respondent shall implement such plan in accordance with the schedule for implementation.

B. Investigation and Remediation workplan/report submittals/approvals;

1. All remedial or investigative plans or reports, which Respondent must submit pursuant to this Order, are subject to the Department's approval. Except as otherwise specifically provided, this approval process shall be as follows:

a. The Department shall make a good faith effort to review and respond in writing to each of the submittals Respondent makes pursuant to this Order within sixty (60) days. The Department's response shall include an approval or disapproval of the submittal, in whole or in part. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

60 day
DEC
Review &
Approval
Time.

b. If the Department disapproves a submittal in whole or in part, it shall specify the reasons for its disapproval. Within thirty (30) days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall either (i) resubmit the submittal to address the Department's comments or, (ii) elect in writing to invoke Dispute Resolution pursuant to Paragraph III. (To the extent Respondent deems it necessary to have additional time to modify its submittal, Respondent may request such additional time along with a justification therefore. The Department's approval of such request by Respondent for additional time shall not unreasonably be withheld.) In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes Dispute Resolution pursuant to Paragraph III of this Order and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

Facility
30 day
response
time
to dis-appro
submittals

c. Within thirty (30) days after the Department's approval of a final report, Respondent shall submit such final report, as well as all data gathered and drawings and submittals made in connection with such final report, in an electronic format acceptable to the Department. If any document cannot be converted into

electronic
copies
of
submittals
within
30 days
of DEC
approval

electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

III. DISPUTE RESOLUTION

A. If Respondent disagrees with the Department's notice under this Order, Respondent may, within thirty (30) days of its receipt of such notice, make a written request for informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall be sent by Respondent to the Department representatives identified in Paragraph IV of this Order. The Department and Respondent shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph III(B). Unless extended by mutual consent of the Department and Respondent, the period for informal negotiations shall not exceed thirty (30) days from the date of the Department's initial response to the Respondent's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period or within such longer period as agreed to by the Department and the Respondent, the Department's position shall be considered binding unless Respondent notifies the Department in writing within thirty (30) days after the conclusion of the thirty (30) day period for informal negotiations, or such longer period as agreed to by the Department and Respondent, that it invokes the Dispute Resolution provisions provided under Subparagraph III(B).

B. 1. Within thirty (30) days of the Department's receipt of notice that Respondent invokes the Dispute Resolution provisions of this Subparagraph III (B), Respondent shall file with the Department's Office of Hearings and Mediation ("OH&M") a request for formal Dispute Resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis, or opinion supporting its position, and all

supporting documentation upon which Respondent relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided contemporaneously to the contact people identified in Paragraph IV of this Order.

2. The Department shall serve its Statement of Position no later than thirty (30) days after receipt of Respondent's Statement of Position.

3. Respondent shall have the burden of demonstrating by substantial evidence that the Department's position does not have a rational basis and should not prevail. The OH&M can conduct meetings, in person or via video or telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The OH&M shall prepare and submit a report and recommendation to the Director of the Division of Environmental Remediation (the "Director") and the Respondent. The Director shall issue a final decision in a timely manner. The final decision shall constitute a final agency action and Respondent shall have the right to seek judicial review of the decision pursuant to Article 78 of the CPLR provided that Respondent notifies the Department within thirty (30) days after receipt of a copy of the final decision of its intent to commence an Article 78 proceeding and commences such proceeding within sixty (60) days after receipt of a copy of the Director's final decision. If the Director's decision determines that Respondent failed to meet its burden, Respondent shall be in violation of this Order unless Respondent is successful in an Article 78 appeal of the decision.

5. The invocation of Dispute Resolution shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any item not in dispute unless or until the Department agrees or a Court orders otherwise. Except as otherwise provided in this Order the invocation of the procedures set forth in this Paragraph III shall constitute an election

of remedies and such election shall constitute an exhaustion and waiver of any and all other administrative remedies which may otherwise be available to Respondent regarding the issue in dispute.

6. The Department shall keep an administrative record of any proceedings under this Paragraph II that shall be available consistent with Article 6 of the Public Officers Law.

7. Nothing in this Paragraph III shall be construed as an agreement by the parties to resolve disputes through administrative proceedings pursuant to the State Administrative Procedure Act, the ECL, or 6 NYCRR Part 622.

IV. NOTICES

Any notice, request, consent, waiver or other communication required or permitted to be given throughout this Consent Order shall be effective only if in writing and shall be deemed sufficient only if delivered in person or sent by first class mail, e-mail, telecopy, overnight or by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To ROTH STEEL: George Stanton, CEO
Roth Steel Corporation
800 Hiawatha Boulevard
Syracuse, NY 13204

With a copy to: Philip S. Bousquet, Esq.
Green & Seifert Attorneys, PLLC
110 West Fayette Street, Suite 900
Syracuse, NY 13202

To the Department: Department of Environmental Conservation
Division of Environmental Enforcement
Attn: Benjamin A. Conlon, Esq.
625 Broadway, 14th Floor
Albany, New York 12233-5550

Department of Environmental Conservation
Division of Environmental Remediation

STANDARD PROVISIONS

Payment. Any penalty assessed pursuant to the terms and conditions of this Order shall be paid by submitting a certified or cashier's check or money order, payable to the Department of Environmental Conservation, to: Department of Environmental Conservation, Division of Environmental Enforcement, Attn: Benjamin Conlon, Esq., 625 Broadway, Albany, New York 12233-5550. Unpaid penalties imposed by this Order shall bear interest at the rate of 9 percent per annum for each day the penalty, or any portion thereof, remains unpaid. Payments received shall first be applied to accrued interest charges and then to the unpaid balance of the penalty.

Communications. Except as otherwise specified in this Order, any reports, submissions, and notices herein required shall be made to: NYS Department of Environmental Conservation, Division of Environmental Enforcement, Attn: Benjamin Conlon, Esq., 625 Broadway, Albany, NY 12233-5550.

Duration. This Order shall take effect when it is signed by the Commissioner of Environmental Conservation, or his designee, and shall expire when Respondent has fully complied with the requirements of this Order.

Access. For the purpose of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

Force Majeure. If Respondent cannot comply with a deadline or requirement of this Order, because of an act of God, war, strike, riot, catastrophe, or other condition which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement.

Indemnity. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs resulting from the acts and/or omissions of Respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by Respondent or its employees, servants, agents, successors or assigns.

Modifications. No change in this Order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard have been given to Respondent. Respondent shall have the burden of proving entitlement to any modification requested pursuant to this Standard Provision or the "Force Majeure" provision, *supra*. Respondent's requests for modification shall not be unreasonably denied by the Department, which may impose such additional conditions upon Respondent as the Department deems appropriate.

Other Rights. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent; (2) any right of the Department to enforce administratively or at law or in equity, the terms, provisions and conditions of this Order; (3) any right of the Department to bring any future action, either administrative or judicial, for any other violations of the ECL, the rules and regulations promulgated thereunder, or conditions contained in orders or permits, if any, issued by the Department to Respondent; (4) the summary abatement powers of the Department, either at common law or as granted pursuant to statute or regulation.

Entire Agreement. This Order shall constitute the entire agreement of the Department and Respondent with respect to settlement of those violations specifically referenced herein.

Binding Effect. The provisions, terms, and conditions of this Order shall be deemed to bind Respondent and Respondent's heirs, legal representatives, receivers, trustees in bankruptcy, successors and assigns.

Service. If Respondent is represented by an attorney with respect to the execution of this Order, service of a duly executed copy of this Order upon Respondent's attorney by ordinary mail shall be deemed good and sufficient service.


Multiple Respondents. If more than one Respondent is a signatory to this Order, use of the term "Respondent" in these Standard Provisions shall be deemed to refer to each Respondent identified in the Order.

effective
Date
12/28/07

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, conditions and provisions contained in this Order.

Roth Steel Corporation, Respondent

By (Signature): 
 Print Name: George Stanton
 Title: CEO
 Date: 12/28/07

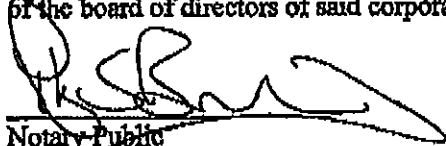
ACKNOWLEDGMENT

STATE OF NEW YORK)

)ss:

COUNTY OF ONONDAGA)

On the 28th day of December in the year 2007 before me personally came George Stanton to me known, who, being by me duly sworn, did depose and say that s/he resides in Baldwinsville, New York; that s/he is the CEO of Roth Steel Corporation the corporation described in and which executed the above instrument; and that s/he signed his/her name thereto by authority of the board of directors of said corporation.



Notary Public

Signature and Office of individual taking acknowledgment

PHILIP S. BOUSQUET
 Notary Public in the State of New York
 Qualified in Onondaga County No. 4963947
 Commission Expires March 19, 2010

Attn: Thomas Vigneault, P.E.,
Regional Enforcement Coordinator,
615 Erie Blvd. West,
Syracuse, NY 13204-2400

Or such other people as the Department may designate.

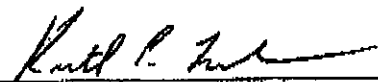
IV. STANDARD PROVISIONS

Respondent shall further comply with the standard provisions which are attached, and which constitute material and integral terms of this Order and are hereby incorporated into this document. To the extent the attached standard provisions conflict with the terms of this Order, the terms of this Order shall control.

DATED: Albany, New York

December 28, 2007

New York State Department of
Environmental Conservation

By: 

ONONDAGA LAKE SUPERFUND SITE
TOLLING AGREEMENT

This Tolling Agreement is entered into this 10th day of February, 2014 among the United States of America ("United States") on behalf of the United States Environmental Protection Agency ("EPA"), the State of New York (the "State") on behalf of the New York State Department of Environmental Conservation ("NYSDEC"), the State Trustee of Natural Resources and other State agencies, and Roth Steel Corp. ("Cooperating Party").

WHEREAS, the State and EPA each conducted response activities and thereby incurred response costs related to the release or threat of release of hazardous substances at the Onondaga Lake Superfund Site ("Site"), located in Onondaga County, New York.

WHEREAS, the United States and the State contend that they each have a claim against Cooperating Party pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9607 for the recovery of response costs and the State further contends that it also has a claim against Cooperating Party pursuant to State statutory and common law for the recovery of response costs (collectively, the "Tolled Claims").

WHEREAS, the United States, the State, and Cooperating Party enter into this Tolling Agreement to facilitate settlement negotiations between the parties within the time period provided by this Agreement and further wish to defer any litigation concerning the Tolled Claims, without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein.

NOW, THEREFORE, the parties hereto, in consideration of the covenants set out herein, agree as follows:

1. Subject to the provisions of Paragraph 6, the period commencing on October 1, 2005 and ending on August 14, 2014 inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States or the State on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. Cooperating Party shall not assert, plead, or raise against the United States or the State in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, waiver or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute an admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Tolling Agreement. Nor does this

Tolling Agreement constitute an admission or acknowledgment on the part of the United States or the State that any statute of limitations, or defense concerning the timeliness of commencing a civil action, is applicable to the Tolloed Claims. The United States and the State each reserve the right to assert that no statute of limitations applies to any of the Tolloed Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. Cooperating Party reserves all rights and defenses which it may have, except as set forth in this Tolling Agreement, to contest or defend any claim or action the United States or the State may assert or initiate against the Cooperating Party.

5. This Tolling Agreement may not be modified except in a writing signed by all the parties. This Tolling Agreement may be extended for such period of time as the parties agree to in writing.

6. The United States or the State of New York may terminate settlement negotiations and commence suit at any time, upon provision of written notice by certified mail, in which case the tolling period shall terminate on the 28th day after the date of such notice, regardless of any termination date set forth in Paragraph 1 above.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States or the State in a complaint against Cooperating Party or the date on which the United States or the State may file a complaint, except as expressly stated herein.

8. This Tolling Agreement is not intended to affect any claims by or against third parties.

9. Cooperating Party shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of one year after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolloed Claims, regardless of any corporate or document retention policy to the contrary or potential claim of privilege regarding any document.

10. This Tolling Agreement contains the entire agreement between the parties, and no statement, promise, or inducement made by any party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Tolling Agreement shall be binding upon the United States, acting on behalf of the United States EPA, the State, acting on behalf of the NYSDEC, the State Trustee of Natural Resources and other State agencies, and upon Cooperating Party and its successors.

12. This Tolling Agreement is effective upon execution by the parties, and without the requirement of filing with the Court, and may be signed in counterparts.

13. The terms, meaning and legal effect of the Agreement shall be interpreted, with respect to the State of New York, under the laws of the State of New York, and with respect to the United States, under the laws of the United States, if applicable, and otherwise interpreted under the laws of the State of New York.

**For the United States on behalf of the
U.S. Environmental Protection Agency:**

Robert Maher
Assistant Section Chief
U.S. Department of Justice
Environment and Natural Resources
Division
Environmental Enforcement Section

Donna D. Duer
Donna D. Duer
Trial Attorney
U.S. Department of Justice
Environment and Natural Resources
Division
Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

For the State of New York:

Andrew Gershon
Andrew Gershon
Assistant Attorney General
State of New York
Office of the Attorney General
120 Broadway
New York, New York 10271
Of counsel to ERIC T. SCHNEIDERMAN Attorney General of the State of New York

For Cooperating Party:

Jim Roth
Signature

Jim Roth
Name

President
Title

Roth Steel Corp.
Cooperating Party

Roth Steel Corp
820 HAWAIIAN BLVD WEST
Syracuse NY, 13204
Address

TOLLING AGREEMENT

THIS TOLLING AGREEMENT entered into this 10th day of April, 2013 by and between Roth Steel Corporation ("Roth Steel") and the New York State Department of Environmental Conservation ("NYSDEC");

WHEREAS, by correspondence dated January 8, 2010 from NYSDEC to Roth Steel, NYSDEC indicated its determination that Roth Steel must apply for and obtain an individual State Pollutant Discharge Elimination System ("SPDES") permit for Roth Steel's facility located at 800 Hiawatha Boulevard, Syracuse, New York;

WHEREAS, Roth Steel disputes said determination and contends that such determination constitutes a final determination subject to judicial review and a sixty day limitation period pursuant to Environmental Conservation Law Section 17-0909 (the "Tolled Claims"); and

WHEREAS, Roth Steel and NYSDEC enter into this Tolling Agreement to facilitate and allow for dispute resolution pursuant to paragraph III of Consent Order D7-1015-11-04 within the time period provided by this Tolling Agreement and further wish to defer any litigation concerning the Tolled Claims, without thereby altering the claims, defenses, or objections in point of law available to any party hereto, except as specifically provided herein.

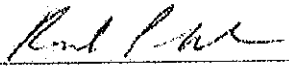
NOW THEREFORE, in consideration of the covenants set out herein, Roth Steel and NYSDEC agree as follows:

1. Subject to the provisions of Paragraph 6 herein, the period commencing on March 5, 2010 and ending on May 5, 2014, inclusive (the "Tolling Period"), shall not be included in the computation of the running of any statute of limitation potentially applicable to any proceeding or action brought by Roth Steel on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. NYSDEC shall not assert, plead or raise against Roth Steel in any fashion, whether by answer, motion, or otherwise, any defense of laches, estoppel, waiver or other similar equitable defense or objection in point of law based on the running of any statute of limitations or the passage of time during the Tolling Period in any action or proceeding brought on the Tolled Claims.
4. This Tolling Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or position of any party to this Tolling Agreement. Nor does this Tolling Agreement constitute an admission or acknowledgment on the part of Roth Steel that any statute of limitations, or other defense or objection in point of law concerning the timeliness of commencing an action or proceeding is applicable to the Tolled Claims. Roth Steel reserves the right to argue that no statute of limitations

applies to any of the Tolled Claims and that no other defense or objection in point of law based upon the timeliness of commencing an action or proceeding is applicable. NYSDEC reserves all rights, defenses and objections in point of law which it may have, except as set forth in this Tolling Agreement, to contest or defend any claim, action or proceeding Roth Steel may assert or initiate against NYSDEC.

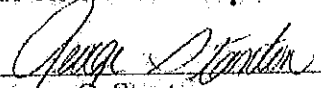
5. This Tolling Agreement may not be modified except in writing signed by both parties. This Tolling Agreement may be extended for such period of time as the parties agree to in writing.
6. Roth Steel may terminate this Tolling Agreement and commence an action or proceeding at any time, upon provision of written notice by certified mail, return receipt requested, in which case the Tolling Period shall terminate on the 28th day after the date of such notice, regardless of any termination date set forth in Paragraph 1 above or extension thereof as set forth in paragraph 5 above.
7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by Roth Steel in an action or proceeding against NYSDEC or the date on which Roth Steel may file a complaint or petition, except as expressly stated herein.
8. This Tolling Agreement is not intended to affect any claims by or against third parties.
9. NYSDEC shall preserve and maintain, during the pendency of this Tolling Agreement and for a period of one year after termination of the Tolling Period, at least one legible copy of all records, as that term is defined in Public Officers Law Section 86(4), relating to the Tolled Claims.
10. This Tolling Agreement contains the entire agreement between the parties, and no statement, promise, or inducement made by any party to this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.
11. The undersigned representative of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this Tolling Agreement. This Tolling Agreement shall be binding upon NYSDEC and Roth Steel and its successors.
12. This Tolling Agreement is effective upon execution by the parties, and without the requirement of filing with any Court, and may be signed in counterparts. Signature pages may be exchanged by facsimile or email transmission.
13. The terms, meaning and legal effect of this Tolling Agreement shall be interpreted under the laws of the State of New York.

**For the New York State Department
of Environmental Conservation:**


Kenneth P. Lynch
Region 7 Regional Director

4/10/13
Date

For Roth Steel Corporation:

 CEO
George C. Stanton
Chief Executive Officer

1/14/13
Date

TOLLING AGREEMENT EXTENSION

This Tolling Agreement Extension ("Tolling Extension") is entered into between Honeywell International Inc. ("Honeywell") and Roth Steel Corporation ("Roth Steel") (collectively, the "Parties").

WHEREAS, Honeywell contends that it has causes of action against Roth Steel pursuant to, among other laws, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. §§ 9601 *et seq.*, related to the investigation, remediation and/or restoration of the Onondaga Lake Superfund Site ("Site"), including for response costs and/or damages ("Claims").

WHEREAS, on December 18, 2009, Honeywell and Roth Steel entered into a Tolling Agreement ("Tolling Agreement") in order to pursue good faith efforts to settle, without costly and protracted litigation, all Claims asserted by Honeywell relating to the Site.

WHEREAS, Honeywell and Roth Steel now agree, pursuant to Paragraph 6 of the Tolling Agreement, to extend the Tolling Period in order to continue good faith efforts to resolve all Claims related to the Site.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Tolling Extension, the Parties stipulate and agree as follows:

1. The Parties agree, pursuant to Paragraph 6 of the Tolling Agreement, to extend the Tolling Period (as defined in the Tolling Agreement) until December 15, 2014, inclusive. This extended Tolling Period shall not be included in computing the deadline under any statute of limitations that may be applicable to the commencement of an action by Honeywell against Roth Steel with respect to Claims related to the Site.

2. No other terms of the Tolling Agreement shall be modified by this Tolling Extension.

3. Each of the undersigned representatives of the Parties certifies that he or she is fully authorized to enter into this Tolling Extension and to execute and bind such party to this document.

4. This Tolling Extension is effective upon execution of the Parties, and without the requirement of filing with the Court, and may be signed in counterparts.

5. This Tolling Extension supersedes any previous extensions entered into by the Parties with regard to the Tolling Period.

By:

Honeywell International Inc.

Brian D. Israel / CAS on 12/3/2013
Brian D. Israel, on behalf of Honeywell International Inc.

AND

Roth Steel Corporation

Jim Kille on 11/27/2013
, on behalf of Roth Steel Corporation

A B C Refrigeration
6619 Joy Road
East Syracuse, NY 13057-1107

Abad, Alain
210 Columbus Avenue
Syracuse, NY 13210

Ace Hydraulic & Pneumatics
6720 VIP Parkway
Syracuse, NY 13211-7326

Adorno, Leroy Jr.
314 Green St. 3
Syracuse, NY 13203

Advance Motors & Drives, Inc.
P.O. Box 824294
Philadelphia, PA 19182-4294

Advance Tire, Inc.
1000 Rike Drive
Millstone Township, NJ 08535

Advanced Resource Management, LLC
109 Angelo Street
Geneva, NY 14456

Aim National Lease
1500 Trumbull Avenue
Girard, OH 44420

Aldi
300 State Rt. 281
Tully, NY 13159

Alfaro, Andy
100 Herkimer St. A1
Syracuse, NY 13204

Ano Plate Corp.
459 Pulaski Street
Syracuse, NY 13204

Applied Industrial Technologies
22510 Network Place
Chicago, IL 60673-1225

Armstrong Mold Corp.
Butternut Drive
East Syracuse, NY 13057

Arrow Fencing
Rt. 31 West
Baldwinsville, NY 13027

ASKO, Inc.
P.O. Box 951628
Cleveland, OH 44193

AT&T Mobility

Atunyote Golf Club
5493 Cooper St.
Vernon, NY 13476

Austin Plumbing
6126 Rock Cut Rd.
Jamesville, NY 13078

Bailey, Douglass A.
228 W. Yates St. 1
East Syracuse, NY 13057

Bargain Outlet
3757 Milton Avenue
Camillus, NY 13031

Bargain Outlet
750 South Bay Road
N. Syracuse, NY 13212

Barksdale, Ronnell Lamar
4 Will Ct.
Syracuse, NY 13204

Barry, David A.
406 Morgan Street
Tonawanda, NY 14150

Bat-Con Inc.
P.O. Box 155
Marcellus, NY 13108

Beam Mack Sales & Service, Inc.
6260 East Molloy Road
East Syracuse, NY 13057

Beck Equipment, Inc.
P.O. Box 243
2090 Preble Rd.
Preble, NY 13141

Berrios, Jose L.
217 N. Midler Avenue 1
Syracuse, NY 13206

Berry Plasticss
1500 Milton Avenue
Solvay, NY 13209

BGG Plumbing & Heating Ltd.
63 Milo Drive
West Monroe, NY 13167

Black Clawson
46 North First St.
Fulton, NY 13069

Blue Bowl Sanitation, Inc.
P.O. Box 533
Fulton, NY 13069

Blue Tarp Financial
P.O. Box 105525
Atlanta, GA 30348-5525

Booth Waltz Enterprises, Inc.
6620 Joy Road
East Syracuse, NY 13057

Bousquet Holstein
Attn: Tom Cary, IT Director
110 W. Fayette St., Suite 900
Syracuse, NY 13202

Brinks Incorporated
P.O. Box 10103
Atlanta, GA 30392-1031

Brown, Donnie R.
614 Hickory St.-1
Syracuse, NY 13203

Brumfield, Bruce
122 Owls Nest Way
Warners, NY 13164

Bushwick Metals LLC
P.O. Box 414860
Boston, MA 02241-4860

Byer, Alan
1230 W. Genesee Street
Syracuse, NY 13204

Byrne Dairy
240 Oneida Street
Syracuse, NY 13204

Byrne, Costello & Pickard, PC
Tower I, Suite 1600
100 Madison Street
Syracuse, NY 13202

C & R Supply
P.O. Box 2700
Liverpool, NY 13089

C&K Associates
Attn: Joe Blandino
225 Clifford Street
Newark, NJ 07105

C.N.Y. Regional Market
2100 Park Street
Syracuse, NY 13208

C.N.Y. Sheetmetal
4083 New Court Avenue
Syracuse, NY 13206

Cannon Tire, Inc.
512 State Fair Blvd.
Syracuse, NY 13204

Casella Waste Systems
Attn: Lisa Flack
54 Doran Avenue
Geneva, NY 14456

Catalano II, T J
305 Stanton Avenue
Syracuse, NY 13209

Chilson, Joseph C.
6 North Street
Baldwinsville, NY 13027

Chiodo, Angelo
618 Wolf St.
Syracuse, NY 13208

Chris' Automotive Repair Serv.
6312 East Molloy Road
East Syracuse, NY 13057

Cirino, Luis R.
548 Seymour St.
Syracuse, NY 13204

City Electric Co., Inc.
501 W. Genesee Street
P.O. Box 1018
Syracuse, NY 13201

City of Syracuse
Department of Public Works
1200 Canal Street
Syracuse, NY 13210

City of Syracuse Parks & Recreation
412 Spencer Street
Syracuse, NY 13204

Clinton's Ditch Cooperative Co.
P.O. Box 1477
8470 Pardee Rd.
Cicero, NY 13039-1477

CNY Car Crushers Inc.
800 Hiawatha Boulevard West
Syracuse, NY 13204

Coca-Cola Bottling Company
Attn: Joann Senecol
298 Farrell Road
Syracuse, NY 13209-1816

Commerical Truck Tire Center, Inc.
7255 Northern Blvd.
East Syracuse, NY 13057-0236

Commissioner of Tax & Finance (HUT)
P.O. Box 15166
Albany, NY 12212-5166

Commissioner of Taxation
Tax Compliance Division
Post Office Box 1912
Albany, NY 12201

Conviber, Inc.
P.O. Box 301
Springdale, PA 15144-0301

Corfu Machine Company, Inc.
1977 Genesee Street
Corfu, NY 14036

County Concrete Corp.
P.O. Box 1306
Pittsfield, MA 01202

Coyne Textile Industries
207 W. Taylor Street
Syracuse, NY 13202

Crystal Rock Bottled Water
P.O. Box 10028
Waterbury, CT 06725-0028

Cummins Northeast
6193 Eastern Avenue
Syracuse, NY 13211

Cummins Northeast, Inc.
29 Eastern Avenue
Syracuse, NY 13211

Darco Manufacturing Co.
6756 N. Thompson Road
Box 6304
Syracuse, NY 13217

Davis Ulmer Sprinkler
7633 Edcomb Drive
Liverpool, NY 13088

De Lage Landen Financial Services, Inc.
1111 Old Eagle School Road
Wayne, PA 19087

Decarolis Truck Rental, Inc.
402 N. Central Avenue
Minoa, NY 13116-1406

Demarco, Anthony W.
P.O. Box 1004
Elbridge, NY 13060

Desrosiers, Mary Lou
8241 Maple Rd.
Clay, NY 13041

Diamond Roofing
411 Cambridge Ave.
Syracuse, NY 13211

DOT Transportation
dba Drescher
200 Monarch Road
Liverpool, NY 13088

Doyle Security Systems, Inc.
P.O. Box 28460
New York, NY 10087-8460

E.J.
S. Bay Road
P.O. Box 1821
Cicero, NY 13039

Eagle Metalcraft, Inc.
3550 Burnet Avenue
East Syracuse, NY 13057-2316

Earthlink Business

Eckerds Drug Stores
Henry Clay Blvd.
Liverpool, NY 13088

Edco Sales
700 Emerson Ave.
Syracuse, NY 13209

El-Roh Realty Corporation
800 Hiawatha Boulevard West
Syracuse, NY 13204

Environmental Products & Services
of Vermont, Inc.
P.O. Box 315
Syracuse, NY 13209

F. W. Webb Company
160 Middlesex Turnpike
Bedford, MA 01730

Facilities
5218 Patrick Road
Verona, NY 13478

Falter Construction
403 Bear Street
Syracuse, NY 13204

Fastenal Company
P.O. Box 978
Winona, MN 55987-0987

Federal Express
Attn: Vehicle Maintenance
6313 Runing Ridge Road
N. Syracuse, NY 13212

Federal Express
Attn: Jim Baker/Airport Maint.
5000 S. Service Road
North Syracuse, NY 13212

Federal Express
P.O. Box 371461
Pittsburgh, PA 15250

Feher Rubbish Removal, Inc.
P.O. Box 11009
Syracuse, NY 13218

Feldmeier Equipment
6800 Town Line Road
P.O. Box 474
Syracuse, NY 13211-1325

Fiacco Trucking
25 Corellis Drive
Rensselaer, NY 12144

First Choice Staffing
7525 Morgan Road
Liverpool, NY 13090

Five Star Equipment, Inc.
P.O. Box 176
Dunmore, PA 18512

Fleet Pride
Attn: Charlie Crouse
805 Spencer Street
Syracuse, NY 13204

Fleet Pride, Inc.

Fortech Industrial Fab
223-225 Fourth North St.
Syracuse, NY 13208

Foster & Wolkind, P.C.
80 Fifth Avenue, Suite 1401
New York, NY 10011-8002

Frazer & Jones Company
P.O. Box 4955
Syracuse, NY 13221

Frederick J. Micale, Esq.
P.O. Box 6418
Syracuse, NY 13217

Fuccillo Hyundai
2601 Erie Blvd.
Syracuse, NY 13204

Fuccillo Kia of Clay
3885 State Rt. 31
Liverpool, NY 13090

G&C Foods
P.O. Box 19000
Syracuse, NY 13209-9000

G.A. Braun Inc.
Attn: Accounts Receivable
P.O. Box 3029
Syracuse, NY 13220

G.C. Hanford Manufacturing Co.
304 Oneida Street
Syracuse, NY 13202

Galson Laboratories
P.O. Box 8000
Dept. 684
Buffalo, NY 14267

Garofalo, John F.
503 Wendell Ter.
Syracuse, NY 13203

Gartner Equipment Co., Inc.
P.O. Box 11199
Syracuse, NY 13218-1199

Gaylord Bros.
P.O. Box 4901
Syracuse, NY 13221-4901

GCG Risk Management

Genoa Sand & Gravel
3046 Blakley Rd.
Genoa, NY 13071

Genuine Parts Company
P.O. Box 900
Syracuse, NY 13206-0900

Gleason Chemical
130 Hedson Drive
Syracuse, NY 13207

Golden Sun Bus Service
2043 Cty. Rt. 8
Oswego, NY 13126

Goldwing Warehouse
P.O. Box 315, Rt. 11
Hastings, NY 13076

Gottado Contracting, LLC
9289 Bonta Bridge Road
Jordan, NY 13080

Gray, Michael
26 Virginia
Baldwinsville, NY 13027

Gypsum Express
8280 Sixty Rd.
Baldwinsville, NY 13027

Gypsum Express-57 Shop
1194 County Rte 57
Fulton, NY 13069

H&M International Transport
P.O. Box 102
Minoa, NY 13116

H.M.I. Mechanical Systems Inc.
345 Rte. 14
Lyons, NY 14489

Harris, George
130 Maywood Dr.
Syracuse, NY 13205

Haun Welding Supply Inc.
5921 Court Street Road
Syracuse, NY 13206

Hayner Hoyt
625 Erie Blvd. West
Syracuse, NY 13204

Hendrix, Michael J.
8340 Thompson Rd.
Cicero, NY 13039

Hertel Steel Inc.
6675 Pickard Dr.
Syracuse, NY 13211

HIBU Inc. - Mid Atlantic
P.O. Box 11815
Newark, NJ 07101-8115

HMI Mechanical
Rt. 14 South
Lyons, NY 14489

Hoefer, Kathleen A.
5149 Jupiter Inlet Wy.
Syracuse, NY 13215

Home Depot
3756 Milton Avenue
Camillus, NY 13031

Home Depot - Store 1235
7922 Rt. 11
Cicero, NY 13039

Home Depot Employee Fund
5814 Bridge Street
East Syracuse, NY 13057

Horner, Jim
1562 Lamson Rd.
Phoenix, NY 13135

Hoyt, Carl
35 Woodworth Rd.
Central Square, NY 13036

Hughes, Michael J.
4213 Wolf Hollow Rd.
Syracuse, NY 13219

Hutchings Phych.
620 Madison Street
Syracuse, NY 13210

Industrial Fabricating Corp.
6201 E. Molloy Road
East Syracuse, NY 13057

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

Interstate Door Co., Inc.
P.O. Box 11278
Syracuse, NY 13218

IPFS Corporation
P.O. Box 905849
Charlotte, NC 28290-5849

IYB Consultants Inc.
105-11 Allstate Parkway
Markham, Ontario, Canada L3R 9T8

J. R. Clancy, Inc.
7041 Interstate Island Rd.
Syracuse, NY 13209-9713

J.C. Smith
345 Peat Street
Syracuse, NY 13210

Jackson, Cortez
231 Washington SQ2
Syracuse, NY 13208

Jaco Eco Solutions LLC
6766 Old Collamer Road
East Syracuse, NY 13057

Jamesville-Dewitt Cen. Schools
Transportation Dept.
P.O. Box 606
Dewitt, NY 13214

Jefferson County Dept.
Recycling & Waste Management
27138 NYS Route 12
Watertown, NY 13601

Jerome Fire Equipment
8721 Caughdenoy Road
Clay, NY 13041

JGB Enterprises
P.O. Box 209
Liverpool, NY 13088-0209

Jordan Elbridge Central High S.
5721 Hamilton Rd.
P.O. Box 901
Jordan, NY 13080

Joseph Smith & Sons, Inc.
2001 Kenilworth Avenue
Capitol Heights, MD 20743

Kaman Industrial Technologies
P.O. Box 74566
Chicago, IL 60696-4566

Kimball Midwest
Dept. L-2780
Columbus, OH 43260-2780

Klaus O. Baasch, CPA, PC
6007 Fair Lakes Road, Suite 200
East Syracuse, NY 13057

L & G Machining
P.O. Box 11582
Syracuse, NY 13218

L.B. Security & Investigations

Labor Ready Northeast, Inc.
P.O. Box 820145
Philadelphia, PA 19182-0145

Lawson Products, Inc.
P.O. Box 809401
Chicago, IL 60680-9401

Liverpool Cen. School District
4101 Longbranch Road
Liverpool, NY 13090-3299

Liverpool Central Schools
4101 Long Branch Road
Liverpool, NY 13090

Liverpool Lumber
201 N. Willow Street
Liverpool, NY 13088-0585

Lockheed Martin
Attn: Donna Wheeler
P.O. Box 4840
Syracuse, NY 13221

Loeb-Lorman Metals Inc.
P.O. Box 229
Watertown, WI 53094

Long Park Tire, Inc.
23751 NYS Route 342
Watertown, NY 13601

M&T Bank
One M&T Plaza
Buffalo, NY 14203

Mac - Gray
27 Corporate Circle
East Syracuse, NY 13057

Mageean Auto
7858 Northern Blvd.
East Syracuse, NY 13057

Mann, Michael D.
320 Fairmount Ave.
Liverpool, NY 13088

Manufacturers & Traders Trust Company
One M&T Plaza
Buffalo, NY 14240

Martinovic, Danny
2817 Halleck Dr.
Whitehall, PA 18052

Mastec Advanced Technologies
Attn: James Russo
6500 Joy Rd.
East Syracuse, NY 13057

Material Handling Corp.
Round Pond Rd.
N. Syracuse, NY 13212

Material Handling Products
6601 Joy Dr.
East Syracuse, NY 13057

Material Handling Technologies
7488 Round Pond Road
N. Syracuse, NY 13212

Mercer Milling
4698 Crossroads Park Drive
Liverpool, NY 13088

Merchants Commons LLC
120 East Washington St.
Suite 105
Syracuse, NY 13202

Michael J. Roulan, Esq.
407 South Main Street
Geneva, NY 14456

Mirabito Fuel Group
P.O. Box 5306
Binghamton, NY 13902-5306

Monkey Around Trucking Inc.
147 Kipp Rd.
Parish, NY 13131

Monroe Tractor & Implement Co.
P.O. Box 370
Henrietta, NY 14467

Monroe Tractor & Implement Co., Inc.
17863 Goodnough Street
Adams Center, NY 13606

Montalvo, Ivan Limonta
1804 W. Genesee St.
Syracuse, NY 13204

Morgan Rubbish Removal
6948 Herman Rd.
Liverpool, NY 13209

Muench-Kreuzer Candle Co.
P.O. Box 4969
617 E. Hiawatha Blvd.
Syracuse, NY 13221

Murphy & Nolan
340 Peat St.
Syracuse, NY 13210

MYCOM
7196 Morgan Rd.
Liverpool, NY 13090

NASCO-OP
c/o Relin, Goldstein & Crane, LLP
28 East Main Street, Suite 1800
Rochester, NY 14614-1991

National Association Supply Co-Operative
2031 Reiser Avenue, S.E.
New Philadelphia, OH 44663

National Grid
300 Erie Blvd. West
Syracuse, NY 13252

National Grid USA Service Co.
4651 Crossroads Park
Liverpool, NY 13088

New England Motor Freight
Attn: Bob Rambone
I-71 North Ave. East
Elizabeth, NJ 07201

New York State Attorney General
The Capitol
Albany, NY 12224-0341

New York State Department of
Environmental Conservation
615 Erie Boulevard West
Syracuse, NY 13204-2400

New York State Insurance Fund
1045 7th North Street
Liverpool, NY 13088-3100

New York Susquehanna & Western Railway
1 Railroad Avenue
Cooperstown, NY 13326

Nicks
638 W. Genesee Street
Syracuse, NY 13204

Norman, MacLeod
301 Atlantic Ave.
Syracuse, NY 13207

Northern Safety Co., Inc.
P.O. Box 4250
Utica, NY 13504

Nu-Way Hydraulic Sales & Service
5890 Fisher Road
East Syracuse, NY 13057

Nucor Steel Auburn, Inc.
Lockbox #6811
P.O. Box 8500
Philadelphia, PA 19178-6811

NYS Dept of Environmental Conservation
Attn: S. Lizlovs, Div. Water, Region 7
615 Erie Blvd.
Syracuse, NY 13204-2400

NYS Dept. of Environmental Conservation
Attn: K. Cahill, Div. of Env. Rem, Reg 7
615 Erie Blvd.
Syracuse, NY 13204-2400

NYSW Railway
Attn: Accounts Payable Dept.
1 Railroad Ave.
Cooperstown, NY 13326

O'Brien & Gere Engineers, Inc.
Dept. No. 956
P.O. Box 8000
Buffalo, NY 14267

O'Brien & Gere Inc. of N. America
Mark Wilson, Purchasing Agent
P.O. Box 8000 - Dept. 945
Buffalo, NY 14267

O.C.I.D.A.
333 W. Washington St.
Suite 130
Syracuse, NY 13202

O.C.R.R.A.
100 Elwood Davis Rd.
N. Syracuse, NY 13212

Oberdorfer Industries
6259 Thompson Road
Syracuse, NY 13206

Obrien and Gere of Liverpool
7600 Morgan Rd.
Liverpool, NY 13090

Oneida Foundries
P.O. Box 124
559 Fitch Street
Oneida, NY 13421

Onondaga Central Schools
4479 South Onondaga Rd.
Nedrow, NY 13120

Onondaga County Industrial Dev. Agency
333 West Washington Street
Syracuse, NY 13202

Onondaga County Parks
E. Mud Lake Rd.
Baldwinsville, NY 13027

Onondaga County Parks/Onondaga Lake Park
Attn: Dale Grinolds
106 Lake Drive
Liverpool, NY 13088

Onondaga County Resource Recovery Agency
100 Elwood Davis Road
N. Syracuse 13212

Onondaga County Water Authority
P.O. Box 4949
Syracuse, NY 13221

Onondaga Facility Management
600 S. State St./Co. Ofc. Bldg.
Room 100
Syracuse, NY 13201

Paperworks
Attn: Don Gray
8800 Sixty Rd.
Baldwinsville, NY 13027

Parks, Joseph R.
417 Shonnard St.
Syracuse, NY 13204

Parrot Wolf
Fisher Rd.
East Syracuse, NY 13057

PBS Brake & Supply
6044 Corporate Drive
East Syracuse, NY 13057

Penn Detroit Diesel
7044 Interstate Island Road
Syracuse, NY 13209

Penske Truck Leasing
6773 Manilus Center Road
East Syracuse, NY 13057

Peony, Inc.
110 Summit Avenue, Suite 200
Montvale, NJ 07645

Petsche, Keith A.
5989 Jerusalem Dr.
Cicero, NY 13039

Phillip Gordon & Sons
P.O. Box 143
Oswego, NY 13126

Phillips, Erik Christian
301 West Indian Ave.
Folly Beach, SC 29439

Pitney Bowes Global Financial Services
P.O. Box 371887
Pittsburgh, PA 15250-7887

Prefered Power Sports of Syracuse
8932 Brewerton Road
Brewerton, NY 13029

PTL Fleet Sales, Inc.
4469 Steelway Blvd. North
Liverpool, NY 13090

Putmon, Marquita
733 Otisco St., Apt. 1
Syracuse, NY 13204

Pyramid Brokerage Company, Inc.
5786 Widewaters Parkway
Syracuse, NY 13214

Quartier Printing
5795 Bridge Street
East Syracuse, NY 13057

R & M Recycling
6510 Brighton Blvd.
Commerce City, CO 80022

R.L.B. Development LLC
5885 E. Circle Drive
Cicero, NY 13039

Ram Fabricating Corp.
157 Wavel St.
Syracuse, NY 13206

Raulli & Sons, Inc.
213 Teall Ave.
Syracuse, NY 13210

Raymond Corp. Parts Distribution
6650 Kirkville Road
East Syracuse, NY 13057

Raymond Raybuilt Shop
Attn: Bob Gascon
6650 Kirkville Road
East Syracuse, NY 13057

Raymond Salvage
P.O. Box 1966
Syracuse, NY 13209

Reichard Zachary
940 Lipham Rd.
Earlville, NY 13332

Relin, Goldstein & Crane, LLP
28 East Main Street - Suite 1800
Rochester, NY 14614-1991

Rescue Mission Alliance
Accounting Department
120 Gifford Street
Syracuse, NY 13202

Resource Reclamation Toledo, LLC
1831 E. Highland Road
Twinsburg, OH 44087

Ricelli Enterprises, Inc.
P.O. Box 6418
Syracuse, NY 13217

Rig-All, Inc.
2322 Broad Street
Frankfort, NY 13340

Riverfront Medical Services
P.O. Box 214
Liverpool, NY 13088-0214

Riverside Engineering, Inc.
P.O. Box 171082
San Antonio, TX 78217

Robillard, Devon W.
916 Wilus Ave., Apt. 1
Syracuse, NY 13204

Romeo, Andrew J., Jr.
132 John St., Apt. 1F
Syracuse, NY 13208

Roth, Joan
P.O. Box 1123
Hobe Sound, FL 33455

Roth, Lois
5315 Poster Lane
Fayetteville, NY 13066

Rumetco Sales, Inc.
610 West Bear Street
Syracuse, NY 13204

Saab Sensis
85 Collamer Crossings
East Syracuse, NY 13057

Safety Kleen Corp.
P.O. Box 382066
Pittsburgh, PA 15250-8066

Sanford, Ronald M.
52 North St.
Marcellus, NY 13108

Saunders Kahler, LLP
185 Genesee Street, Suite 1400
Utica, NY 13501

Savon
Attn: Jeffery Jones
5236 Hill Road
Verona, NY 13478

Schaeffer Mfg. Co.
Dept. 3518
P.O. Box 790100
Saint Louis, MO 63179-0100

Schneider Package Equip
5370 Guy Young Rd.
P.O. Box 890
Brewerton, NY 13029

Schwimmer, Phillippe
1990 Main Street #750
Sarasota, FL 34236

Scrap Price Bulletin
P.O. Box 15127
North Hollywood, CA 91615-5127

Seneca Meadows Landfill
P.O. Box 660654
Dallas, TX 75266-0654

Sessler Wrecking
NYS Route 96
Waterloo, NY 13165

Shane Syracuse, Inc.
900 North State Street
Syracuse, NY 13208

Signet Management, LLC
304 Boca Avenue
Rochester, NY 14626

Sirius XM Radio, Inc.
P.O. Box 9001399
Louisville, KY 40290-1399

Skyworks Equipment Rental
100 Thielman Drive
Buffalo, NY 14206

Smith, Aaron
106 Giminski Dr.
Syracuse, NY 13204

Sojdak, Jamie W.
7 Seneca St.
Baldwinsville, NY 13027

Solvay Electric Supl Inc.
511 Charles Ave.
Syracuse, NY 13209

Southworth-Milton
P.O. Box 3851
Boston, MA 02241-3851

Specialty Welding & Fabricating
P.O. Box 145
Syracuse, NY 13211

Staples Business Advantage
Dept. BOS
P.O. Box 415256
Boston, MA 02241-5256

Steinert US LLC
285 Shorland Drive
Walton, KY 41094

Steri-Pharma LLC
429 South West St.
Syracuse, NY 13202

STS Trailer & Truck Equipment
3496 Court Street
Syracuse, NY 13206

SU - Physical Plant
Attn: Kathy Sikora
285 Ainsley Drive
Syracuse, NY 13224

Supermedia LLC
Attn: Accounts Receivable Dept.
P.O. Box 619009
DFW Airport, TX 75261-9009

Swieck, David M.
106 Mercury Cir.
Liverpool, NY 13088

Swift Transportation
7470 Round Pound Rd.
N. Syracuse, NY 13212

Syracuse City School District
Accounts Receivable Dept.
1025 Erie Blvd. W.
Syracuse, NY 13204

Syracuse Energy Corp.
56 Industrial Drive
Syracuse, NY 13204

Syracuse Haulers Waste Removal, Inc.
6223 Thompson Road
Syracuse, NY 13206

Syracuse Police Dept.
Transportation Division
2109 Erie Blvd. East
Syracuse, NY 13224

Syracuse Police Dept. Property
511 S. State St.
Syracuse, NY 13202

Syracuse Retreaders, LLC
1015 Hiawatha Blvd.
Syracuse, NY 13208

Syracuse Scale
158 Solar Street
Syracuse, NY 13204

Syracuse Water Department
101 N. Beech Street
Syracuse, NY 13210

Sysco Food Services of Syracuse
P.O. Box 80
Warners, NY 13164

Tag Mechanical Systems, Inc.
4019 New Court Ave.
Syracuse, NY 13206

Taisey, Brian J.
160 Martin St.
Syracuse, NY 13208

TCF Equipment Finance, Inc.
11100 Wayzata Blvd., Suite 801
Minnetonka, MN 55305

The Wolford Law Firm, LLP
16 East Main Street
Rochester, NY 14614

Thermo Scientific Portable Analytical
Instruments, Inc.
P.O. Box 415918
Boston, MA 02241-5918

Thompson & Johnson
6926 Fly Road
East Syracuse, NY 13057

Titan
6333 Kirkville Rd.
P.O. Box 10
Kirkville, NY 13082

Tkachenko, Vitaly
4574 Onondaga Blvd. 37
Syracuse, NY 13219

Tomra New York Recycling LLC
147 Falso Drive
Mattydale, NY 13211

Torres-Gonzalez, Miguel Angel
1008 1/2 E. 25th Avenue
Tampa, FL 33605

Town of Cicero
Highway Dept.
P.O. Box 1517
Cicero, NY 13039

Town of Clay Highway Dept.
NYS Rt. 31
Clay, NY 13041

Town of Dewitt
5953 Butternut Drive
East Syracuse, NY 13057

Tracey Road Equipment
6803 Manlius Center Road
East Syracuse, NY 13057

Truax & Hovey
P.O. Box 2700
Liverpool, NY 13089

U-Haul
960 Canal St.
Syracuse, NY 13210

U-Pull U-Save Auto Parts
7030 Myers Road
East Syracuse, NY 13057

U.S. Postal Service
Attn: Kevin Stehle
5640 Taft Road
N. Syracuse, NY 13220

Unifirst
103 Luther Ave.
Liverpool, NY 13088

United Parcel Service
Attn: Marty Moore
6975 Northern Blvd.
East Syracuse, NY 13057

United Radio, Inc.
5703 Enterprise Parkway
East Syracuse, NY 13057

V.A. Hospital
Attn: Mike Reilly
800 Irving Ave.
Syracuse, NY 13210

Valley Tire Co., Inc.
6302 East Molloy Road
East Syracuse, NY 13057

Village of Solvay Electrical
Dept. Fund
507 Charles Ave.
Solvay, NY 13209

VIP Structures
1 Webster's Landing
Syracuse, NY 13202

Wallis, Jr., Charles Gene
314 Gorman Ave.
Syracuse, NY 13211

Ward Steel Co.
4591 Morgan Pl.
Liverpool, NY 13090

Warehouse
5518 State Route 31
Verona, NY 13478

Waste Harmonics, LLC
7575 Hannan Parkway
Victor, NY 14564-9413

Waste Management
4521 Steelway Blvd. North
Liverpool, NY 13090

Wastequip/Mountain Tarp
P.O. Box 712743
Cincinnati, OH 45271-2743

Wayne Dalton of Syracuse
5659 Herman Hill Road
Hamburg, NY 14075

Wegmans Food Markets
Store #37 (Attn: Suzanne Dunn)
P.O. Box 30844
Rochester, NY 14624-0470

Whoston, Joseph J.
8780 Brewerton Rd. A2
Brewerton, NY 13029

Wide Waters Heating & Air Con.
6251 Fly Rd.
East Syracuse, NY 13057

Wilcox Paper Co.
5916 Court Street Road
Syracuse, NY 13206-0378

Willet Dairy, LLC
379 Route 34
Locke, NY 13092

Woods Oviatt Gilman LLP
Attn: Warren B. Rosenbaum, Esq.
700 Crossroads Bldg., 2 State Street
Rochester, NY 14614

**United States Bankruptcy Court
Northern District of New York**

In re **Roth Steel Corporation**

Debtor(s)

Case No.
Chapter

7

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **Roth Steel Corporation** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

El-Roh Realty Corporation - 100%

☐ None [*Check if applicable*]

5/2/14

Date

/s/William F. Savino

William F. Savino

Signature of Attorney or Litigant

Counsel for **Roth Steel Corporation**

Damon Morey LLP

The Avant Building, Suite 1200

200 Delaware Avenue

Buffalo, NY 14202-2150

(716) 856-5500 Fax:(716) 856-5510