

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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FEB 22 2016

Mr. Richard T. Betz  
Commissioner, Department of Public Works  
Town of Oyster Bay  
150 Miller Place  
Syosset, New York, 11791-5699

RE: Claremont Poly Chemical Corp., Operable Unit Five  
State Assistance Contract No. C303223  
Old Bethpage Landfill, Town of Oyster Bay, County of Nassau  
DEC Site No. 130015

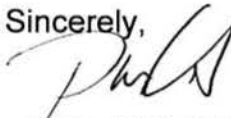
Dear Mr. Betz:

The New York State Department of Environmental Conservation (DEC) is exercising its right under State Assistance Contract (SAC) No. C303223, Section 10 Paragraph (a.) to terminate said contract for convenience. This letter constitutes formal notice of DEC's intent.

As discussed during our meeting in Albany on January 7, 2016, provisions related to the transfer and a schedule, agreeable to both parties, shall be developed and incorporated into the Transfer Agreement. Accordingly, attached for your review is a draft Transfer Agreement with a proposed transfer date of July 1, 2016. In order to meet this schedule, DEC requires the parties to execute the agreement by April 14, 2016. Therefore, we are requesting you return the draft agreement with any proposed edits by March 11, 2016.

Should you have any questions pertaining to this determination or if you would like to discuss this matter further, please contact Benjamin Rung, project manager, by telephone at (518) 402-9813 or by email at [benjamin.rung@dec.ny.gov](mailto:benjamin.rung@dec.ny.gov).

Sincerely,



Robert W. Schick, P.E., Director  
Division of Environmental Remediation

Enclosure

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Justin Deming, DOH  
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Michel Cruden, DEC  
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Benjamin Rung, DEC  
Benjamin Conlon, DEC  
Walter Parish, DEC

# **SITE TRANSFER AGREEMENT**

**Between the New York State Department of Environmental Conservation (DEC), and The Town of Oyster Bay, for Transfer of Remedial Action Responsibilities, as outlined in State Assistance Contract No. C303223, to State-Lead Operation and Maintenance, for the Claremont Polychemical Site, Operable Unit - Five (OU-5), DEC Site No. 130015**

## **I. Purpose**

The purpose of this Site Transfer Agreement (Agreement) is to effect an orderly transfer of responsibilities regarding the Operable Unit Five (OU-5) remedy for the Claremont Polychemical site, located at 505 Winding Road, Old Bethpage, New York 11804, from the Town of Oyster Bay Department of Public Works State Assistance (SAC) Contract No. C303233 to the New York State Superfund program. The OU-5 off-site groundwater treatment remedy is described in the September 2000 Explanation of Significant Difference (ESD) prepared by the United State Environmental Protection Agency (EPA), amending the September 1990 Record of Decision for the Claremont Polychemical site. The ESD addresses contaminated groundwater which has advanced beyond the capture zone of the Claremont Polychemical on-site groundwater extraction well network.

## **II. Definitions**

- A. "Claremont Polychemical" or "Claremont" shall mean approximately 9.5 acres of property located at 505 Winding Road, Old Bethpage, New York, 11804 upon which the Claremont Polychemical Corporation formerly operated.
- B. "Old Bethpage Landfill Groundwater Treatment Facility" shall mean the treatment plant located at 501 Winding Road, Old Bethpage, New York 11804, its associated piping and appurtenances along Winding Road and within the Bethpage State Park, and, any rights-of-way, easements or access agreements pertaining thereto.
- C. "Old Bethpage Landfill" shall mean the 68-acre inactive municipal landfill bounded to the north by Bethpage Sweethollow Road, to the east by Winding Road, on the west by Claremont Road and Round Swamp Road, and to the south by the Nassau County Fire Service Academy.
- D. "Operation and Maintenance" or "O&M" shall mean the operation, monitoring, and maintenance of the Old Bethpage Landfill Groundwater Treatment Facility which shall be performed and funded by the State.
- E. "Remedial Action" shall mean those activities, other than operation and maintenance, undertaken for the purpose of implementing the selected remedy.
- F. "Remedial Action Objectives" shall mean the specific goals for protecting human health and the environment set forth in the ROD and subsequent ESD.
- G. "ROD" shall mean the September 1990 EPA Record of Decision relating to the Claremont Polychemical site and all attachments thereto, as modified by the September 2000 Explanation of Significant Difference (ESD) and all attachments thereto.

- H. "EPA" shall mean the United States Environmental Protection Agency and any successor Departments or agencies of the United States.
- I. "DEC" shall mean the New York State Department of Environmental Conservation and any successor Departments or agencies of the State.
- J. "State" shall mean the State of New York, including its agencies, departments, and instrumentalities.
- K. "Town" shall mean the Town of Oyster Bay, Department of Public Works on behalf of the Town of Oyster Bay.
- L. "Transfer Date" shall mean July 01, 2016.

### **III. Background**

EPA's March 1988 Record of Decision selected a remedial action for the Old Bethpage Landfill site which required the capping of a former municipal landfill and the extraction and treatment of a contaminated groundwater plume identified as resulting from the disposal of hazardous substances at the Old Bethpage Landfill site. The Town constructed a groundwater extraction well network in the vicinity of the Old Bethpage Landfill site (DEC Site No. 130001) and an associated water treatment facility which commenced operation on or about April 1992. The groundwater extraction and treatment facility has operated continuously since that time.

In September of 2000, the EPA issued an Explanation of Significant Difference (ESD) to the September 1990 Claremont Poly Chemical ROD (DEC Site No. 130015) in order to address hazardous substances observed in groundwater which had migrated down-gradient of the Claremont Poly Chemical on-site extraction well network. The ESD identified the three easternmost wells in the Old Bethpage Landfill groundwater extraction well network as capturing the Claremont Polychemical off-site plume. Based upon this evaluation DEC and the Town entered into a Municipal Response Action Reimbursement Agreement for costs incurred by the Town in treating contaminated groundwater associated with the Claremont Polychemical site from January 1997 through January 2007. Thereafter, DEC and the Town entered into the current State Assistance Contract for continued response action associated with the Claremont Polychemical off-site plume.

Under SAC No. C303223, (effective January 2007 through January 2017) DEC and the Town agreed and reasonably determined that 60% of the costs incurred by the Town in operating and maintaining the Old Bethpage Landfill Groundwater Treatment Facility are incurred to remediate the Claremont Poly Chemical site off-site hazardous substance plume. The Town agreed via the SAC to perform the O&M of the Old Bethpage Landfill Groundwater Treatment facility to address OU-5 of the Claremont Site.

DEC has elected to terminate the SAC as provided therein, and shall undertake the remedial action for OU-5 of the Claremont Poly Chemical site through use of the Old Bethpage Landfill groundwater treatment facility. The Town shall release to DEC all installations constructed (both above and below grade) and equipment purchased or utilized for or during the SAC, and proceeding Agreements, and information obtained regarding the groundwater contamination for the purpose of remediating groundwater contamination attributable to the Claremont Poly Chemical Site. Neither DEC nor the Town shall have further liability to the other, except as set forth in the 1988 Consent Decree between the State and the Town of Oyster Bay.

#### **IV. Transfer Agreement**

**A. Applicability.** This Agreement applies only to the Claremont Poly Chemical OU-5 groundwater remedy addressed by the Old Bethpage Landfill Groundwater Treatment Facility, associated extraction wells, infiltration basins, and monitoring well network. The Town shall petition DEC to discontinue extraction of groundwater from wells RW-1 and RW-2; which have historically been operated for the purpose of remediating landfill-impacted groundwater as shown on the Transfer Schedule included in **Appendix B**.

**B. Site History.** On September 28, 1990, EPA issued a ROD for the Claremont Polychemical site which required, among other things, extraction, treatment, and reinjection of the groundwater until remedial action objectives, set forth in the ROD, are achieved. EPA designated the off-site groundwater as OU-5, which included remedial measures to address the groundwater contamination that has migrated beyond the Claremont Property boundary. In the September 2000 ESD, EPA integrated extraction and treatment of the groundwater migrating off the Claremont Poly Chemical site into the nearby Old Bethpage Landfill Site groundwater treatment system, which is capturing the plume. The responsibility for the remediation of this plume was transferred from EPA to DEC on December 31, 2006. This portion of the groundwater remedy, or OU-5, has been addressed by DEC through the aforementioned State Assistance Contract (SAC) with the Town of Oyster Bay. A depiction of the respective sites is included as **APPENDIX A**.

**C. Funding and Performance of O&M.** Upon transfer of the Old Bethpage Landfill groundwater treatment facility remedial system and associated appurtenances to the State, the State shall be solely responsible for funding O&M activities for OU-5 and ensuring performance of the O&M in accordance with the O&M Manual for the Site.

**D. Transfer Schedule.** The State and Town agree to implement the transfer of responsibilities for the OU-5 Claremont Poly Chemical groundwater remedy from the Town to the State. The State will commence O&M responsibilities on the Transfer Date. A Transfer Schedule is included as **Appendix B**.

**F. Transfer of Records.** The Town will provide Site-related documents which are not already in the State's possession to the State on or before the Transfer Date. Records not transferred prior to the Transfer Date but later found to be germane to the operation of OU-5 and available in the Town's files shall be provided by the Town upon request to the State. Records to be transferred in accordance with this paragraph are listed in **Appendix C**. These records will be provided in electronic format.

**I. Training.** Proper training of State personnel will be necessary to operate the groundwater treatment plant. The Town will provide transition training to State employees, consultants, and/or contractors who will be involved with OU-5 O&M and who are designated by the State on or before the Transfer Date. A Personnel Transition Training Plan (PTTP) is attached hereto as **Appendix D**. Completed certifications from all personnel who have completed training will be submitted to the State on or before the Transfer Date, certifying satisfactory completion of the training by the person(s) responsible for O&M activities at the Site.

**J. Town-Owned Property and Equipment.** Town-owned fixtures, equipment, and property associated with the Old Bethpage Landfill groundwater treatment facility are identified on the Property Disposition List attached hereto as **Appendix E**. All fixtures,

equipment, and property has a negligible independent value outside of the Old Bethpage Landfill Groundwater Treatment Facility and therefore has no value to the Town. All such property will be transferred to the State on or before the Transfer Date. Upon such transfer, full title to all items identified on the Property Disposition List is granted to the State. On and after the Transfer Date, the State is responsible for repairs, replacement, abandonment, and disposal; the Town will have no further responsibility for such property. There will be no requirement for transfer of funds to the Town upon demolition or dismantling of the groundwater treatment system and other such components of the Old Bethpage Landfill Groundwater Treatment Facility.

**K. Community Involvement.** The Town will provide the State with its most recent mailing list for the Old Bethpage Landfill Site. Prior to the Transfer Date, the Town will prepare a Fact Sheet, for review and approval by DEC, which shall be sent to the parties on the mailing list, announcing the transfer of responsibility for the Old Bethpage Landfill Groundwater Treatment Facility to the State. As of the Transfer Date, community involvement will become the responsibility of DEC.

**L. Responsibilities and Tasks Prior to and Following Transfer.** The Town shall perform those tasks outlined in **APPENDIX F Tasks Prior to Transfer** prior to the Transfer Date. Following transfer of operational responsibilities for the Old Bethpage Landfill Groundwater Extraction and Treatment Facility, the Town shall retain those responsibilities included in **APPENDIX F Continued Town Responsibilities**. In witness whereof, the parties hereto have executed this Site Transfer Agreement for transfer of responsibility from the Town, pursuant to the State Assistance Contract No. C303223, to State-lead Operation and Maintenance of the Old Bethpage Landfill Groundwater Treatment Facility for the continued remedial action addressing the Claremont Poly Chemical site OU-5.

FOR THE TOWN OF OYSTER BAY

\_\_\_\_\_  
John Venditto, Supervisor  
Town of Oyster Bay

\_\_\_\_\_  
DATE

FOR THE STATE OF NEW YORK

\_\_\_\_\_  
Basil Seggos, Acting Commissioner  
New York State Department of Environmental Conservation

\_\_\_\_\_  
DATE

## SITE MAP



**APPENDIX B**  
**TRANSFER SCHEDULE**

| <b>Task</b>   | <b>Date(s) / Status</b> |
|---|-------------------------|
| STATE Notifies TOWN of Transfer Date  | 02/26/16                |
| TOWN Petitions the NYSDEC to discontinue extraction of groundwater from wells RW-1 and RW-2 | 03/25/16                |
| STATE Approves petition to discontinue extraction of groundwater from wells RW-1 and RW-2   | 04/08/16                |
| TOWN Provides Property and Equipment Disposition List                                       | 03/31/16                |
| TOWN Transfers Records  | 04/15/16                |
| STATE Verifies All Records are in STATE Site File Record                                    | 04/30/16                |
| TOWN Provides Copies of Easements and Access Agreements                                     | 04/30/16                |
| TOWN Completes Personnel Transition Training Program  | 05/31/16                |
| TOWN Completes Community Relations Activities   | 06/01/16                |
| TOWN and STATE Conduct Transfer Site Visit (multiple)                                       | 02/25/16                |
| Transfer Agreement Signed by TOWN and STATE   | 04/14/16                |
| Final Inspection by STATE   | 06/28/16                |
| TOWN Transfers Equipment and Property to STATE  | 07/01/16                |
| STATE Assumes Management of Site  | 07/01/16                |

**APPENDIX C**  
**SITE RELATED DOCUMENTS/RECORDS**

1. Groundwater Monitoring Well Location Map
2. Groundwater Sampling Data
3. Community Relations Plan and mailing list
4. Operation and Maintenance (O&M) Manual
5. Site Quality Assurance Project Plan (QAPP)
6. Site Specific Health and Safety Plan
7. Monthly O&M Reports
8. Quarterly Groundwater Reports

**APPENDIX D**  
**PERSONNEL TRANSITION TRAINING PLAN**

| <u>Segment</u> |  | <u>Remarks</u>        |
|----------------|--|-----------------------|
| Part 1         | HEALTH & SAFETY  |                       |
|                | OSHA 1910 Basics   | As necessary/relevant |
|                | Emergency Response   | As necessary/relevant |
|                | Hazard Communication   | As necessary/relevant |
|                | Respiratory Protection   | As necessary/relevant |
|                | Lockout Tagout   | As necessary/relevant |
|                | Confined Space Entry   | As necessary/relevant |
|                | Right to Know  | As necessary/relevant |
| Part 2         | FAMILIARIZATION WITH SITE  |                       |
|                | O&M Manual and As-Built Drawings   |                       |
|                | Review of Control Systems and Site layout  |                       |
| Part 3         | OBSERVATION & HANDS-ON   |                       |
|                | Operation and Maintenance of Treatment Plant According to Procedures in O&M Manual and Current Practices |                       |
|                | TRAINING TO INCLUDE:   |                       |
|                | a. System Operation, including taking the system on- and off-line  |                       |
|                | b. Monthly Plant Performance Sampling  |                       |
|                | c. Annual Effectiveness Monitoring Sampling Locations  |                       |
|                | d. Contingency Plan for Re-routing Plant Effluent  |                       |
|                | e. Inspections   |                       |
|                | f. Operating Records   |                       |
|                | g. Other Structure Maintenance   |                       |
|                | h. Other Site Maintenance  |                       |

**APPENDIX D (continued)**

**PERSONNEL TRANSITION TRAINING PLAN**

**CERTIFICATION DEMONSTRATING SATISFACTORY COMPLETION OF TRAINING**

- A. Satisfactorily completed health & safety training and submitted needed verification (PART 1)
- B. Satisfactorily acknowledged completion of document review (ALL PARTS)
- C. Satisfactorily observed operations listed (completed operation performance tracking sheet for each operation) (PART 4)
- D. Satisfactorily performed routine operations and special procedures with guidance (completed function training sheet for each operation) (PART 4)
- E. Satisfactorily understood field hydraulics and site layout (PART 2)
- F. Satisfactorily performed all operations listed in the Transfer Training Plan (PART 4)
- G. Satisfactorily completed one simulated problem solving period (Optional)
- H. Satisfactorily performed operations and problem solving with no/minimal guidance

I. Remarks:

|               |           |       |
|---------------|-----------|-------|
| Trainee _____ | _____     | _____ |
| Print         | Signature | Date  |
| Trainee _____ | _____     | _____ |
| Print         | Signature | Date  |
| Trainee _____ | _____     | _____ |
| Print         | Signature | Date  |
| Trainer _____ | _____     | _____ |
| Print         | Signature | Date  |
| Trainer _____ | _____     | _____ |
| Print         | Signature | Date  |
| Trainer _____ | _____     | _____ |
| Supervisor    | Signature | Date  |
| Print         |           |       |

## **APPENDIX D (continued)**

### **PERSONNEL TRANSITION TRAINING PLAN**

NOTE: Observation and hands on training may be performed multiple times depending on the difficulty of the task. Complete performance tracking sheet after each observation and hands on event until proficiency is obtained.

Part 4      **TRAINING EVALUATION**  
Training plan completion review and certification

**APPENDIX E**  
**PROPERTY AND EQUIPMENT DISPOSITION LIST**

|   |
|---|
| Groundwater Extraction and Treatment Facility (in its entirety)   |
| Extraction Wells – RW-1, RW-2, RW-3, RW-4, RW-5   |
| Extraction Well Structures  |
| Air Stripping System  |
| Acid Rinse System   |
| Wet Wells   |
| Effluent Discharge System Including all Applicable Infiltration Basins  |
| Communications and Telemetry Systems  |
| Lightning Protection System   |
| Laboratory and Equipment Therein  |
| Monitoring Wells:<br>LF-1<br>M-30B-R<br>MW-5B<br>MW-6A<br>MW-6B<br>MW-6C<br>MW-6D<br>MW-6E<br>MW-6F<br>MW-7B-R<br>MW-8A<br>MW-8B<br>MW-9B<br>MW-9C<br>MW-11A<br>MW-11B<br>OBS-1 |
| Consumables   |
| Fencing and Gates   |
| Access Agreements, Rights-of-Way, Easements   |

**APPENDIX F**  
**TASKS AND RESPONSIBILITIES**

**TASKS PRIOR TO TRANSFER**

Clear roadways to, and vegetation around Infiltration Basins  
Complete inventory  
Keys to all locks  
Easements and Access Agreements  
Electric  
Phone  
Internet  
Computers/PLC  
Potable Water and Fire Suppression  
Fiber Optic/Telemetry Specs and Contractors  
Vendors List  
Known Persistent or Anticipated Maintenance Items

**CONTINUED TOWN RESPONSIBILITIES**

Maintain roadways and asphalt  
Maintain gates and fence  
Maintain grounds and lawn  
Mow around infiltration basins  
Snow removal