

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
STATE SUPERFUND PROGRAM
ECL §27-1301 *et seq.*

In the Matter a Remedial Program for

**ORDER ON CONSENT AND
ADMINISTRATIVE
SETTLEMENT**

DEC Site Name: Route 203

DEC Site No.: 442064

Site Address: 5225 – 5239 Route 203

Nassau, Rensselaer County

Index No. CO 4-20250908-219

Hereinafter referred to as "Site"

by: GE Aerospace
1 Neumann Way
Evendale, OH 45215

Hereinafter referred to as "Respondent"

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

2. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 442064 with a Classification of 02 pursuant to ECL 27-1305.

3. From the 1950s to the 1970s, Richard and/or Dewey Loeffel operated several waste-hauling businesses (the "Loeffel Companies") and a disposal facility known as the Dewey Loeffel Landfill. The Loeffel Companies collected waste oil and chemicals from various manufacturing plants and other commercial businesses throughout the Capitol Region, including several owned and operated by Respondent, and disposed of those wastes at the Dewey Loeffel Landfill¹. As further described below, Respondent is the only former customer of

¹ Department records identified Bendix Corporation (now part of Honeywell International Inc.) and Schenectady Chemicals, Inc. (now known as SI Group, Inc.) as parties that arranged for disposal of wastes at the Dewey

the Loeffel Companies to agree to enter into this Order on Consent and to cooperate with both the United States Environmental Protection Agency (“EPA”) and the Department in performing investigation and removal actions at the Site consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (“NCP”), 40 CFR Part 300.

4. The Loeffel Companies reportedly garaged and maintained company trucks at the Site during their years of operation. Additionally, the Loeffel Companies operated a permitted waste oil transfer facility at the Site from the 1970s to the 1980s.
5. Dewey Loeffel is reported to have advised the EPA that he recalled off-loading drums from one of Respondent’s manufacturing plants from a Loeffel Companies truck at the Site on at least one occasion. Additionally, Dewey Loeffel reported to EPA that he pumped oil containing polychlorinated biphenyls (“PCBs”) collected from one of Respondent’s manufacturing plants to a 30,000-gallon underground storage tank (“UST”) at the Site. The Respondent removed and disposed of 25,300 gallons of fluid (including product) from April 2022 through July 2023. More viscous and sludge-like products remain in the UST. Evidence reflects that Loeffel Companies spilled liquids across the Site throughout its operations without notifying the Department, the EPA or its customers.
6. EPA observed several drum carcasses at the Site during a walk-through in 2018. EPA also identified subsurface anomalies in the vicinity of the garages at the Site while conducting a ground penetrating radar survey.
7. EPA subsequently performed environmental sampling at the Site in December 2018 as part of a Removal Assessment. Analytical results identified exceedances of applicable standards, criteria and guidance values including for contaminants in soil above residential Soil Cleanup Objectives (“SCOs”), in pond sediments above Sediment Guidance Values (“SGVs”), and in surface water above Surface Water Quality Standards. EPA detected trichloroethylene (“TCE”), a known carcinogen, and PCB Aroclor-1260 in groundwater, but the concentrations of these contaminants did not exceed federal Maximum Contaminant Levels (“MCLs”).
8. In March 2019, EPA sampled 26 private drinking water wells on 24 residential properties located south, west, and east of the Site. In October and December 2021, EPA performed additional residential supply well sampling, which included re-sampling the 26 supply wells on 24 properties that were previously sampled as well as sampling 50 supply wells at 49 additional properties farther south of the Site. In April 2022, Respondent sampled one previously unsampled residential supply well in addition to re-sampling numerous other residential supply wells in the vicinity of the Site.

Loeffel Landfill and that the Dewey Loeffel Landfill and the Route 203 Site operated in tandem as part of the Loeffel Companies waste storage and disposal businesses. To date, the Department has not compelled Honeywell or SI Group to implement response actions or to contribute to the cost of oversight or response actions at the Site nor have the companies volunteered to join Respondent in funding response actions. The Department has issued Information Requests under Article 27, Title 13, to the two companies and has notified the companies that they are considered potentially responsible parties under both State and Federal environmental laws.

9. EPA installed a point-of-entry treatment (“POET”) system at one residential property in January 2022 based on a detection of TCE at 9.5 micrograms per liter (“µg/L”), which is above its MCL of 5 µg/L. Respondent subsequently installed POET systems at 12 other nearby properties that had TCE detections below the MCL of 5 µg/L. Under EPA’s oversight, Respondent has performed the associated operation, maintenance, and monitoring (“OM&M”) at the 13 POET systems installed by Respondent and EPA.
10. EPA determined that conditions at the Site constituted a threat to public health, welfare, or the environment. EPA further determined that a removal action, consisting of further investigation of the nature and extent of contamination, was required at the Site.
11. Respondent voluntarily executed an Administrative Settlement Agreement and Order on Consent for a Removal Action with the EPA in March 2020 (the “Administrative Settlement”) to conduct a sampling investigation at the Site to identify the nature and extent of organic and inorganic contamination, including PCBs, on the Site sufficient to support the implementation of additional removal action, if necessary, to address releases on the Site that pose a threat to human health and the environment.
12. Pursuant to the Administrative Settlement, Respondent conducted a Removal Investigation at the Site. The Removal Investigation identified PCBs as the primary contaminant, with Aroclor 1260 being the predominant contaminant along with detections of Aroclors 1232, 1242, 1248 and 1254 above residential Removal Management Levels (“RMLs”). In addition to the PCB exceedances, several VOCs (including TCE), SVOCs and metals also exceeded EPA residential RMLs.
13. Respondent also implemented a Drum Investigation and Removal at the Site under EPA oversight pursuant to the Settlement Agreement. Respondent removed a total of 143 drums and/or drum carcasses from the Site for offsite treatment/disposal over three events performed in April and November 2022, and February 2023.
14. During the excavation activities, Respondent observed visually impacted soil and solid waste during drum excavation activities. Respondent excavated approximately 65.52 tons of visibly impacted soil and solid waste from the Drum Excavation Area and transported these materials offsite for disposal.
15. EPA noted that soil in the general area below the drums in the Drum Excavation Area was impacted, and much of the impacted soil remained in place for future investigation and remediation. The work performed to date by Respondent has been determined to be consistent with the NCP.
16. Respondent consents to the issuance of this Order to implement the Work Plan attached hereto without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of

hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

17. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order. The Department reserves all enforcement rights as to non-participating potentially responsible parties, and specifically as to Schenectady International Inc, (SI Group), a party determined to be liable for contamination conditions at the Dewey Loeffel Landfill NPL Site and who used the Loeffel Companies for waste disposal purposes.

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

I. Real Property

The Site subject to this Order has been assigned number 442064, consists of approximately 8.40 acres, and is further identified as follows:

Subject Property Description (A Map of the Site is attached as Exhibit "A")

Tax Map/Parcel No.: 221 – 6 - 24
5225 – 5239 Route 203
Owner: CEL Properties LLC

II. Initial Work Plans

Respondent submitted a Remedial Investigation/Feasibility Study Work Plan dated February 2024 (the “Work Plan”) to the Department for the investigation to be implemented under this Order. The Work Plan, which is attached as “Exhibit B,” including the associated Quality Assurance Project Plan dated April 2025 (the “QAPP”) is hereby approved and incorporated into this Order.

Respondent submitted a revised May 9, 2024, Point-of-Entry Treatment (POET) System Operation, Maintenance and Monitoring (OMM) Plan to the Department for maintenance and sampling of the 13 existing POET systems. The POET OMM Plan, which is attached as “Exhibit C,” was previously accepted by the Department on May 28, 2024, and is incorporated into this Order.

III. Payment of Past State Costs

Invoices shall be sent to Respondent at the following address(es):

Lewis S Streeter
Senior Project Manager, Legacy Sites
General Electric Company
1 River Rd., Building 33-2
Schenectady NY 12345
Lewis.Streeter@geaerospace.com

Within forty-five (45) Days after the effective date of this Consent Order, Respondent shall pay to the Department fifty (50) percent of the sum set forth on Exhibit "D", which shall represent reimbursement for past State Costs incurred prior to the effective date of this Consent Order. Respondent acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Consent Order. The Department represents that any past State Costs incurred have been consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") and acknowledges that the Work Plan attached hereto to be carried out by Respondent is approved by the Department and that the activities are consistent with the NCP.

Respondent shall be responsible for reimbursing fifty (50) percent of future State Costs, which shall be paid as set forth in Appendix "A". The Department reserves all rights to seek recovery of unreimbursed past and future State Costs from other identified PRPs.

IV. Communications

A. All written communications required by this Consent Order shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Respondent shall be sent to:

Kyle Forster, PE (electronic copies only)
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
kyle.forster@dec.ny.gov

Shaun Surani (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
mailto:shaun.surani@health.ny.gov

Michael C. Murphy (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500
michael.murphy1@dec.ny.gov

2. Communication from the Department to Respondent shall be sent to:

Lewis S Streeter
Senior Project Manager, Legacy Sites
General Electric Company
1 River Rd., Building 33-2
Schenectady NY 12345
Lewis.Streeter@geaerospace.com

B. The Department and Respondent reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Respondent provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph I.

V. Miscellaneous

A. Appendix A - "Standard Clauses for All New York State, State Superfund Orders" is attached to and hereby made a part of this Order as if set forth fully herein.

B. In the event of a conflict between the main body of this Order (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the main body of this Order shall control.

C. The effective date of this Order is the 10th day after it is signed by the Commissioner or the Commissioner's designee.

DATED: February 18, 2026

AMANDA LEFTON
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: *Andrew Guglielmi*

Andrew O. Guglielmi, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Consent Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Consent Order.

GE Aerospace

By: Kimberly A Gahan

Title: Chief Counsel, Regulatory Affairs

Date: Jan. 21, 2026

DISTRICT OF COLUMBIA

The foregoing Consent Order was acknowledged before me by Kimberly Gahan, Chief Counsel, Regulatory Affairs, General Electric Company, this the 21 day of January 2026.

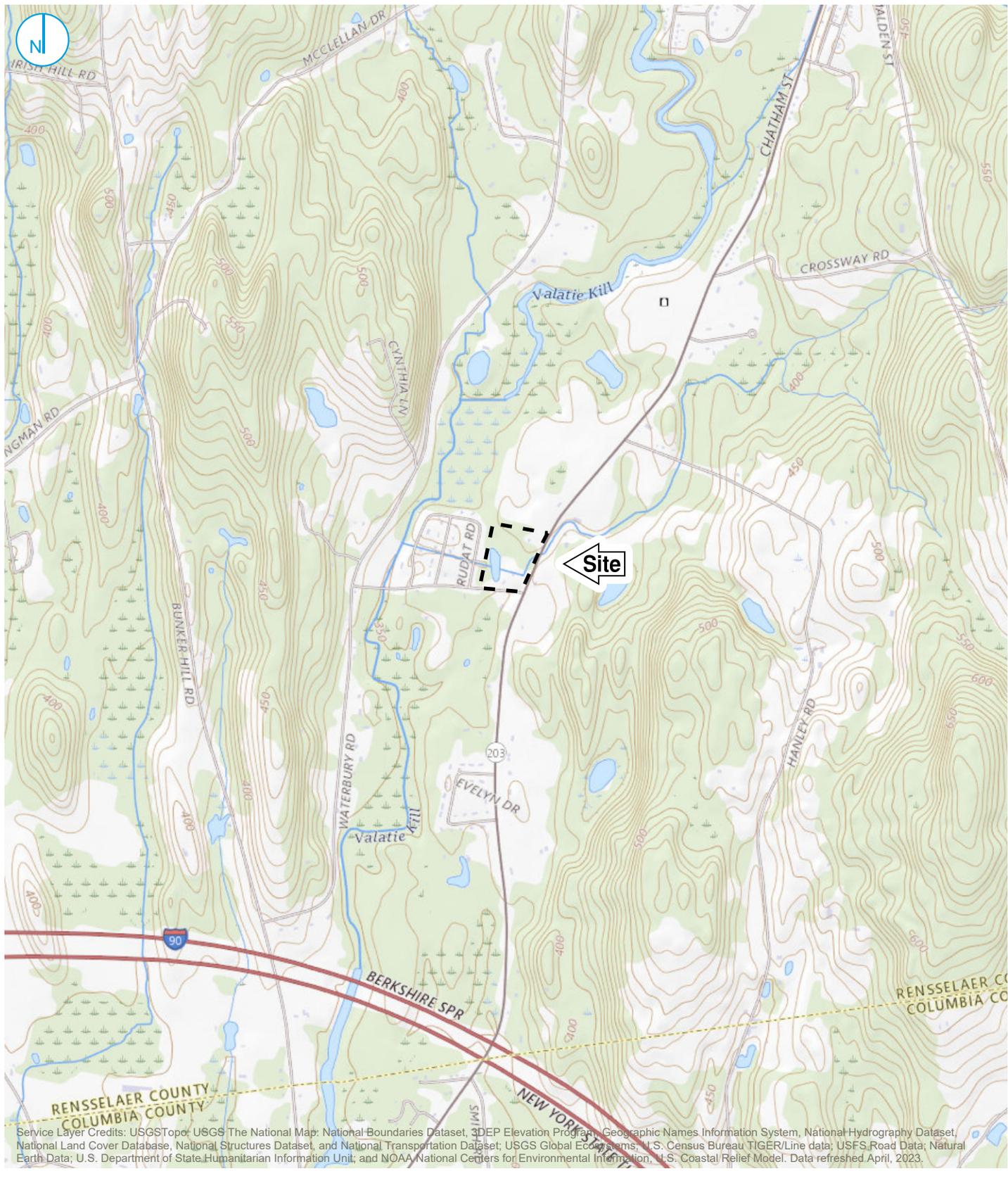
Lois Jackson Stafford
Notary Public

My Commission Expires: 01-25-2027

LOIS JACKSON STAFFORD
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND
My Commission Expires 01-25-2027

EXHIBIT "A"

Map



Service Layer Credits: USGS Topo; USGS The National Map; National Boundaries Dataset; 3DEP Elevation Program; Geographic Names Information System; National Hydrography Dataset; National Land Cover Database; National Structures Dataset; and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information; U.S. Coastal Relief Model. Data refreshed April, 2023.

Map Scale: 1:24,000 | Map Center: 73°37'28"W 42°29'40"N



KEY MAP (not to scale)

Note:
The eastern drainageway drains to a topographic low-lying area to the south of Sweets Crossing Road.



SITE LOCATION

FIGURE 1-1

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

ROUTE 203 SITE
NASSAU, NEW YORK



EXHIBIT "B"

REMEDIAL INVESTIGATION/FEASIBILITY STUDY WORK PLAN

PROVIDED UNDER SEPARATE COVER

EXHIBIT "C"

**POINT-OF-ENTRY TREATMENT SYSTEM OPERATION, MAINTENANCE AND
MONITORING PLAN**

Attached and Available at:

<https://extapps.dec.ny.gov/data/DecDocs/442064/Work%20Plan.HW.442064.2024-05-10.POET%20OMM%20Plan.pdf>

Intended for

General Electric Company

Document type

Final Work Plan

Date

March 2024; rev. May 2024

Route 203 Site

Nassau, New York

NYSDEC Site No.: 442064

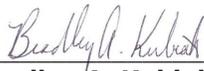
POINT-OF-ENTRY TREATMENT SYSTEM OPERATION, MAINTENANCE AND MONITORING PLAN

ROUTE 203 SITE

POINT-OF-ENTRY TREATMENT SYSTEM OPERATION, MAINTENANCE AND MONITORING PLAN ROUTE 203 SITE

Project name **Route 203 Site**
Project no. **1940102344**
Recipient **General Electric Company**
Document type **Final Work Plan**
Date **March 15, 2024; rev. March 28, 2024; rev. May 9, 2024**

*"I, **Bradley A. Kubiak, P.E.**, certify that I am currently a NYS registered professional engineer and that this Work Plan was prepared in general accordance with applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10)."*



Bradley A. Kubiak, P.E.
Project Officer
Ramboll Americas Engineering Solutions, Inc.

_____ 081039 P.E. License #

_____ 05/09/2024 Date

Revisions to Approved OM&M Plan

Revision No.	Date Submitted	Summary of Revision	NYSDEC Approval Date

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ABBREVIATIONS AND ACRONYMS

Settlement Agreement	Administrative Settlement Agreement and Order on Consent, Index No. CERCLA-02-2019-2014
AES	Adirondack Environmental Services, Inc.
AWS	alternate water supply
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
Culligan	Culligan of Troy
DER	Division of Environmental Remediation
EDD	electronic data deliverables
ELLE	Eurofins Lancaster Laboratories Environment Testing, LLC
FIR	Final Investigation Report
GE	General Electric Company
GAC	granulated activated carbon
Loeffel Companies	Loeffel's Waste Oil and Removal Service Company, Inc., and Marcar Oil, Inc.
MCL	maximum contaminant level
µg/L	micrograms per liter
NPL	National Priorities List
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
OM&M	operation, maintenance and monitoring
POET	point-of-entry treatment
PPE	personal protective equipment
Ramboll	Ramboll Americas Engineering Solutions, Inc.
RCDOH	Rensselaer County Department of Health
SOPs	Standard Operating Procedures
TCE	trichloroethene
UV	ultraviolet
USEPA	United States Environmental Protection Agency
VOCs	volatile organic compounds
Weston	Weston Solutions, Inc.

1. INTRODUCTION

1.1 Introduction

This Point-of-Entry Treatment (POET) System Operations, Maintenance and Monitoring (OM&M) Plan (hereafter OM&M Plan) has been prepared by Ramboll Americas Engineering Solutions, Inc. (Ramboll) on behalf of the General Electric Company (GE) to describe the continued OM&M of the POET systems previously installed at the two residential properties (identified as Properties P031 and P039) where trichloroethene (TCE) was detected above its maximum contaminant level (MCL) in their respective supply wells. These two residential wells are located south of the Loeffel property/Route 203 Site (Site) in the Town of Nassau, Rensselaer County, New York (see **Figures 1-1 and 1-2**). This OM&M Plan also describes the continued OM&M of the POET systems previously installed at two of the residential properties (identified as Properties P043 and P057) where TCE was detected less than its MCL but above 50 percent of the MCL, and also the nine residential properties where TCE was detected at concentrations less than 50 percent of the MCL.¹

1.2 Site Background

The Site is located at 5225-5239 Route 203 and has been owned and operated by different generations of the Loeffel family since 1955. Beginning in the mid-1950s, Richard Loeffel and then his son Dewey Loeffel, used the property for the storage of trucks used for the collection and storage of waste oil and industrial wastes, associated with the Loeffels' various companies, including Loeffel Refining Products, Inc., Loeffel's Waste Oil and Removal Service Company, Inc. and Marcar Oil, Inc. (the "Loeffel Companies"). Ms. Carol Loeffel, spouse of Dewey Loeffel, was the most recent owner prior to the transfer of ownership to CEL Properties, LLC on August 19, 2021.

A significant amount of investigation and removal work has previously been completed at and in the vicinity of the Site. This work began with NYSDEC's sampling in 1979 and subsequent geophysical surveying by the Rensselaer County Department of Health (RCDOH) in 1981. The United States Environmental Protection Agency (USEPA) performed investigation activities from 2018 to 2022,² and GE performed additional investigation and removal activities from 2020 to 2023 under the oversight of USEPA.³ Information on the investigation activities that have been performed at and in the vicinity of the Site and the associated findings are presented in the Final Investigation Report (FIR) submitted to USEPA on August 10, 2021 (Ramboll, 2021). A Removal Action Completion Report, which will include information on investigation and removal work conducted from April 2022 through December 2023, is currently being prepared and will be submitted to USEPA and NYSDEC in the second quarter of 2024. Information on the POET systems is presented in the Point-of Entry Treatment Systems

¹ The New York State Department of Environmental Conservation's (NYSDEC's) Division of Environmental Remediation (DER) guidance document DER-24 (Assistance for Contaminated Water Supplies) includes provisions for when an alternate water supply (AWS), such as bottled water or POET system, may be discontinued. These include discontinuation when the detected concentrations of the constituent are at or below 50 percent (%) of the MCL for four consecutive sampling events, and the use of statistical methods to evaluate if the detected concentrations are protective.

² The Route 203 Site is included on USEPA's Superfund Enterprise Management System (NYN000203244) but is not on or proposed for inclusion on the federal National Priorities List (NPL).

³ GE's work was conducted in accordance with the Administrative Settlement Agreement and Order on Consent for a Removal Action (Index No. CERCLA-02-2020-2008) (Settlement Agreement) between USEPA and GE dated February 25, 2020, and associated USEPA-approved work plans.

Completion Report (POET System Completion Report) approved by USEPA on January 27, 2023 (Ramboll, 2023). Additionally, POET System OM&M Summary Reports have been submitted following each POET system OM&M sampling event (June 1, 2022; December 2, 2022; January 5, 2023; March 17, 2023; June 19, 2023; December 8, 2023).

The prior investigation activities by USEPA and GE included the sampling of many residential supply wells near the Site in addition to the residential supply well and commercial supply well located on the Site. In December 2018 and March 2019, USEPA's contractor (Weston Solutions, Inc. [Weston]) conducted supply well sampling of 26 wells on 24 properties including the Site and residences to the east, south and west (Weston, 2019a; Weston, 2019b). In October and December 2021, USEPA's contractor performed additional residential supply well sampling, which included re-sampling the 26 supply wells on 24 properties that were previously sampled as well as sampling 50 supply wells at 49 additional properties farther south of the Site (Weston, 2022). Additional supply well sampling performed by GE in April 2022 included one previously unsampled residential supply well in addition to re-sampling numerous other residential supply wells in the vicinity of the Site.

USEPA installed a POET system at Property P031 in January 2022 due to a detection of TCE at 9.5 micrograms per liter ($\mu\text{g/L}$), which is above its MCL of 5 $\mu\text{g/L}$ (see **Figure 1-2, Table 1-1**). As described in the POET System Completion Report (Ramboll, 2023), GE subsequently installed POET systems at 12 other nearby properties that had TCE detections below the MCL of 5 $\mu\text{g/L}$. The decision to install these systems was made based on discussions with USEPA, and out of an abundance of caution until a larger groundwater analytical data set could be generated.⁴ Under USEPA's oversight, GE has performed the associated OM&M at the 12 POET systems installed by GE as well as the system installed by USEPA at Property P031. TCE was not detected in any of the other residential supply wells that were sampled by USEPA in the area.

The POET system OM&M activities performed by GE have been summarized in POET System OM&M Summaries submitted to USEPA, NYSDEC, and the New York State Department of Health (NYSDOH). The analytical results for the OM&M samples collected from the inlet (pre-carbon), midpoint (between the two carbon units) and outlet (post-carbon) locations were included in these summaries.

Based on the sample results collected through October 2023, the arithmetic mean TCE inlet concentration is 9.4 $\mu\text{g/L}$ at Property P031 and 5.0 $\mu\text{g/L}$ at Property P039 (**Table 1-1**). TCE inlet concentrations at Properties P043 and P057 are less than the MCL of 5 $\mu\text{g/L}$. The arithmetic mean TCE inlet concentration is 2.7 $\mu\text{g/L}$ at Property P043 and 2.6 $\mu\text{g/L}$ at Property P057. The TCE inlet concentrations in the remaining POET systems have been consistently below 2.5 $\mu\text{g/L}$ for the previous four sampling events.⁵

NYSDEC added the Site to its List of Inactive Hazardous Waste Disposal Sites (Site No. 442064) in October 2021. This OM&M Plan describes the continued POET system OM&M activities that will be performed by GE at the 13 properties with POET systems under the oversight of NYSDEC after GE has

⁴ Two additional residences (Properties P042 and P048) had TCE detections at concentrations below the MCL of 5 $\mu\text{g/L}$ in their residential supply wells but refused GE's offer of installation of a POET system.

⁵ Inlet TCE concentrations at Property P032 have been below 2.5 $\mu\text{g/L}$ for three consecutive sampling events and are expected to remain below 2.5 $\mu\text{g/L}$ during the last semi-annual POET OM&M sampling event in May 2024.

completed its requirements under the Removal Order with USEPA, which is expected to be with the POET system monitoring event performed in May 2024.

1.3 Project Scope and Objectives

This OM&M Plan describes the OM&M activities to be performed at the 13 properties with POET systems as shown on **Figure 1-2**. These activities are contingent upon the property owners granting continued access and consist of the following as described in subsequent sections of this OM&M Plan:

- OM&M of the existing POET systems installed at residential supply wells where TCE was detected above its MCL (i.e., Properties P031 and P039)
- OM&M of the existing POET systems installed at residential supply wells where TCE has been detected below its MCL of 5 µg/L
- The POET system OM&M includes:
 - Semi-annual sampling and analysis for volatile organic compounds (VOCs) from the inlet, midpoint, and outlet of each POET system to monitor the system’s effectiveness at removing TCE
 - Semi-annual sampling and analysis for total coliform from the outlet of each POET system
 - Replacement of the POET system granular activated carbon (GAC) units as warranted based on monitoring results

The POET system OM&M activities described herein will be performed for a two-year period. If there are any TCE detections in the inlet equal to or above the MCL of 5 µg/L, then OM&M of that particular POET system will continue beyond the two-year period.⁶ If the TCE detections for the inlet remain below the DER-24 criteria of one half of the MCL (i.e., 2.5 µg/L) for four consecutive monitoring events, then POET system OM&M will be discontinued unless otherwise agreed to by NYSDEC and GE.

If OM&M is discontinued for any POET systems, the property owners(s) will have the opportunity to accept ownership of and continue operation of the POET system(s); alternatively, if desired by the property owner(s), the POET system(s) will be removed by GE at no cost to the owner(s).

⁶ The two-year OM&M period may be modified if agreed to by NYSDEC and GE.

2. POET SYSTEM OPERATION, MAINTENANCE AND MONITORING

This section describes the OM&M of the POET systems.

2.1 POET System Operation

The POET system OM&M activities will be performed for a minimum period of two years as described in **Section 1.3**.

During POET system operation, the property owners will be responsible for the following:

- Ensuring water is directed through the GAC units and the treatment system is not bypassed
- Routine visual inspection of the system for leaks
- Sediment filter replacement as needed if the property owner is amenable; replacement filters provided by GE will be kept at the residences as discussed in **Section 2.3**
- Contacting GE and/or the designated contractor for as-needed assistance and/or maintenance as discussed in **Section 2.3**

2.2 POET System Monitoring

The POET system monitoring will consist of sample collection for analysis of VOCs at the inlet (pre-carbon), midpoint (i.e., between lead and lag carbon vessels) and outlet (post-carbon) to document concentrations and monitor system performance. The outlet will also be sampled for analysis of total coliform. The POET systems will be sampled on a semi-annual basis for a two-year period, as shown on **Table 2-1**. If there are any TCE detections in the inlet equal to or above its MCL of 5 µg/L, then OM&M of that particular POET system (including routine sampling) will continue beyond the two-year period.

POET system monitoring will be conducted in accordance with the Standard Operating Procedures (SOPs) provided in **Appendix A**. The POET system monitoring samples will be sent to Eurofins Lancaster Laboratories Environmental, LLC (ELLE) for VOC analysis and to Adirondack Environmental Services, Inc. (AES) for total coliform analysis under chain-of-custody procedures. Complete analytical data packages and electronic data deliverables (EDDs) will be obtained from ELLE for the VOC analyses, and standard analytical data packages will be obtained from AES for the total coliform analyses.

2.3 POET System Maintenance

During POET system operation, the following routine maintenance will be performed as needed:

- Sediment filter replacement as needed; if acceptable to the property owners, replacement filters will be kept at the residences for use by the property owners on an as-needed basis

- Carbon changes as required based on monitoring results (i.e., when breakthrough of the lead carbon vessel is observed based on the TCE analytical data from the midpoint sample collection location)⁷
- Ultraviolet (UV) treatment unit bulb replacement as required or as recommended by the manufacturer, typically on an annual basis

The POET systems will be visually inspected during each semi-annual monitoring event and documented. Any other required maintenance of the POET systems will be performed on an as-needed basis based on the routine inspection event results performed during POET system monitoring. In addition, assistance and maintenance will be provided when needed based on property owner calls. Maintenance activities will be performed by Ramboll and/or Culligan of Troy (Culligan) or equivalent under contract to Ramboll.

2.4 Waste Management

Waste will be generated during performance of the various activities described in this OM&M Plan and will be managed by Ramboll or Culligan as non-hazardous waste at a permitted solid waste disposal facility. The different types of waste include spent carbon from POET system maintenance, personal protective equipment (PPE, such as nitrile gloves), and other general sampling debris (e.g., paper towels).

⁷ Lag-to-lead GAC vessel rotation with fresh GAC vessel installed in the lag position.

3. REPORTING

After each semi-annual monitoring event, a POET System OM&M Summary will be prepared and submitted to NYSDEC and NYSDOH within 45 days of receipt of the analytical results, or such longer time as specified or agreed to by NYSDEC. Each summary will include a figure showing the location and POET system identification, summary tables that provide the analytical results for the inlet, mid-carbon and outlet samples, and, if applicable, the date(s) of carbon changes, UV bulb replacements, and system repairs. The monitoring results will also be separately provided to the property owners.

4. PROJECT SCHEDULE

The table below provides an estimated schedule for implementing this OM&M Plan beginning with NYSDEC’s acceptance of the OM&M Plan and progressing through the last OM&M monitoring event within the minimum two-year monitoring period described in **Section 1.3**.

Table 4-1. Project Schedule

Milestone Activity	Estimated Schedule
NYSDEC acceptance of this OM&M Plan	To be established based on communication with NYSDEC
Implementation of POET system OM&M activities	POET system operation and maintenance activities to commence following conclusion of POET OM&M activities under the Settlement Agreement with USEPA, and continue through the end of the minimum two-year monitoring period
Semi-annual POET system monitoring	October 2024, May and October 2025 and May 2026
POET System OM&M Summary submittal to NYSDEC and NYSDOH	45 days after receipt of the analytical results for the POET system monitoring; expected December 2024, July and December 2025 and July 2026

5. REFERENCES

Ramboll, 2021. Final Investigation Report, Route 203 Site, Nassau, New York. Prepared for the General Electric Company, June 30, 2021; Revised August 10, 2021.

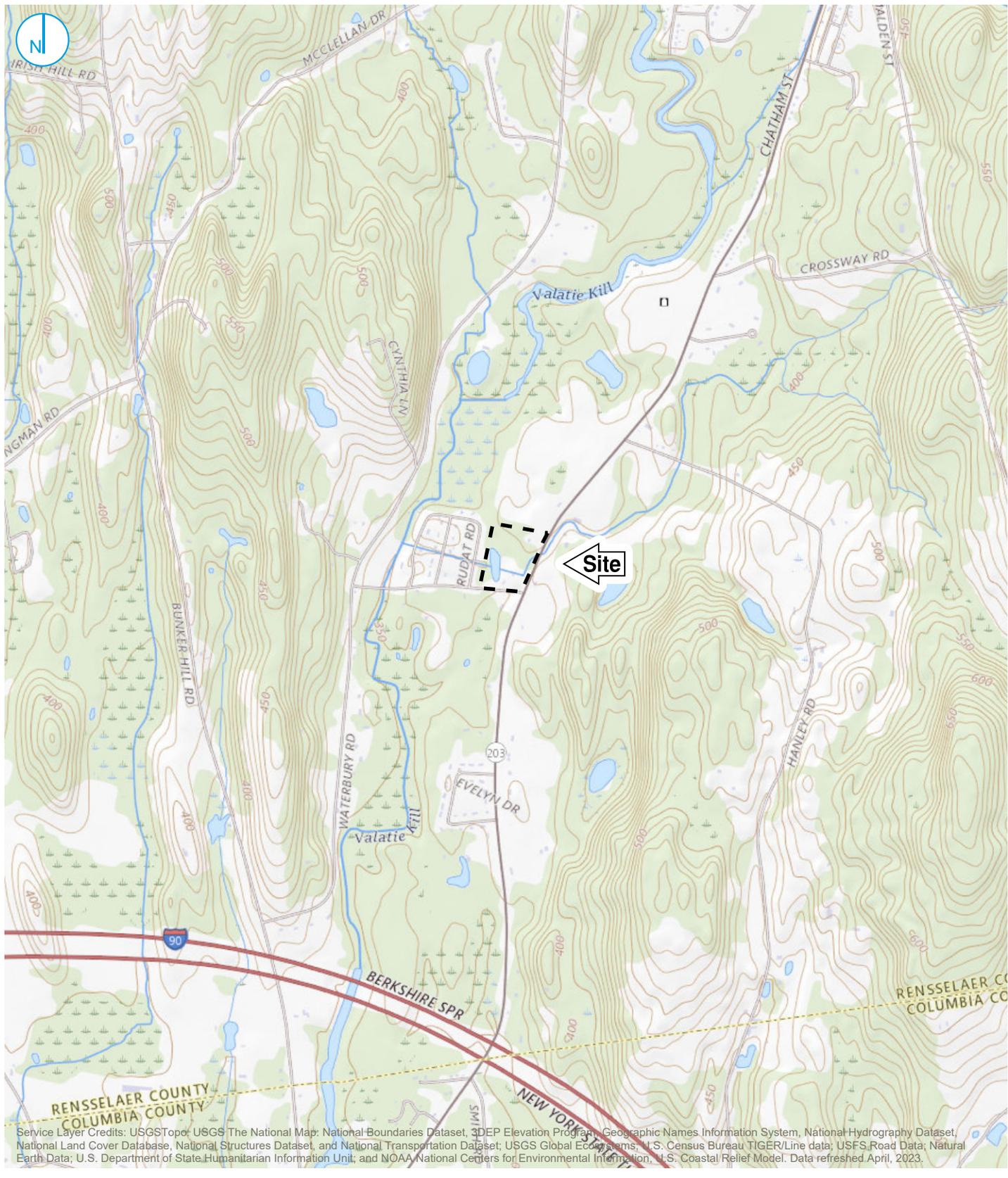
Ramboll, 2023. Point-of-Entry Treatment Systems Completion Report, Route 203 Site, Nassau, New York. Prepared for the General Electric Company, January 26, 2023.

Weston, 2019a. Removal Assessment Sampling Report, Route 203 Site, Nassau, Rensselaer County, New York. Prepared for USEPA, Region II Superfund and Emergency Management Division, Edison, New Jersey, May 23, 2019.

Weston, 2019b. Removal Assessment Sampling Report Residential Tap Water Sampling Event, Route 203 Site, Nassau, Rensselaer County, New York. Prepared for USEPA, Region II Superfund and Emergency Management Division, Edison, New Jersey, June 11, 2019.

Weston, 2022. Final Removal Assessment Sampling Report – October 2021, December 2021, and January 2022 Residential Tap Water Sampling Events, Route 203 Site, Nassau, Rensselaer County, New York. Prepared for USEPA, Region II Superfund and Emergency Management Division, Edison, New Jersey, December 22, 2022.

FIGURES



Service Layer Credits: USGS Topo; USGS The National Map; National Boundaries Dataset; 3DEP Elevation Program; Geographic Names Information System; National Hydrography Dataset; National Land Cover Database; National Structures Dataset; and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information; U.S. Coastal Relief Model. Data refreshed April, 2023.

Map Scale: 1:24,000 | Map Center: 73°37'28"W 42°29'40"N



KEY MAP (not to scale)

Note:
The eastern drainageway drains to a topographic low-lying area to the south of Sweets Crossing Road.



SITE LOCATION

ROUTE 203 SITE
NASSAU, NEW YORK

FIGURE 1-1

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY





- COMMERCIAL SUPPLY WELL
- RESIDENTIAL SUPPLY WELL (PREVIOUSLY SAMPLED)
- RESIDENTIAL WELL WITH TREATMENT SYSTEM OM&M
- ROUTE 203 SITE
- ACCESS NOT PROVIDED
- VACANT PROPERTY

POET SYSTEM OM&M ACTIVITIES LOCATION MAP

FIGURE 1-2

0 275 550 Feet

ROUTE 203 SITE
NASSAU, NEW YORK

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY



TABLES

**Table 1-1
Trichloroethene (TCE) in Residential Supply Well Water
POET System OM Plan**

**Route 203 Site
Nassau, New York**

Property	P031	P039	P022	P023	P025	P032	P040	P043
Sampling Event								
Mar-19	--	--	0.54	1.2	--	--	--	--
Oct-Dec 21	9.5	--	0.61	1.1	0.15 J	1.9	1.2	2.8
Jan-22	12	--	--	--	--	--	--	--
Apr-22	9.0	4.7	0.45 J	0.89	0.12 J	2.0	1.0	2.7
Aug-Sep 22	9.0	5.6	0.39 J	0.95	ND	2.6	1.3	2.7
Nov-22	8.7	5.3	0.51	0.88	ND	2.6	1.2	2.7
Feb-23	9.0	4.8	0.44 J	0.86	0.14 J	2.0	1.2	2.7
Mar-23	--	5.0	--	--	--	--	--	--
May-23	8.7	4.9	0.36 J	0.72	ND	2.0	0.99	2.6
Oct-23	8.9	4.6	0.42 J	0.89	ND	2.0	1.2	2.7
Arithmetic mean	9.4	5.0	0.47	0.94	0.06	2.2	1.2	2.7
Geometric mean	9.3	5.0	0.46	0.93	0.14	2.1	1.2	2.7

Property	P044	P046	P047	P053	P057	P042	P048
Sampling Event							
Mar-19	--	--	--	--	--	--	--
Oct-Dec 21	2.1	2.5	0.67	0.41 J	1.5	0.14 J	2.6
Jan-22	--	--	--	--	--	--	--
Apr-22	1.9	2.4	0.47 J	ND	2.7	0.23 J	4.2
Aug-Sep 22	1.9	2.0	0.97	0.29 J	3.2	0.39 J	4.1
Nov-22	1.8	2.2	0.66	0.32 J	3.0	0.16 J	3.8
Feb-23	1.6	2.0	0.50	0.32 J	2.8	0.34 J	3.9
Mar-23	--	--	--	--	--	--	--
May-23	1.6	1.9	0.39 J	0.30 J	2.4	ND	3.7
Oct-23	1.6	2.1	0.37 J	0.37 J	2.7	0.35 J	3.9
Arithmetic mean	1.8	2.2	0.58	0.29	2.6	0.23	3.7
Geometric mean	1.8	2.1	0.55	0.33	2.6	0.25	3.7

Notes: 1. Results are in micrograms per liter (ug/L)

2. Property criteria denoted by the shading below:

Residential supply well with point-of-entry treatment (POET) system (TCE detections \geq 5 ug/L).

Residential supply well with POET system (TCE detections < 5 ug/L).

Residential supply well with detected TCE but owner declined POET system installation.

3. "--" designates no sample was collected.

4. "J" designates TCE is detected above the laboratory's method detection limit (MDL) but below the laboratory's reporting limit.

5. "ND" designates TCE was not detected.

6. Arithmetic mean includes samples whose TCE analysis was non-detect and a value of zero was used in the calculation.

7. Geometric mean includes samples with TCE detections only.

8. TCE concentrations at or above the maximum contaminant level (MCL) of 5 ug/L are bolded

**Table 2-1
Point-of-Entry Treatment System Monitoring
Route 203 Site
Nassau, New York**

Analysis				Residential Well Information*										
Location ID	Sample Location	VOCs	TC	Reported Total Well Depth (feet)	Estimated Ground Surface Elevation at Well (feet NAVD88)	Well Type	Reported Depth to Bedrock (feet)	Reported Well Casing Length (feet)	Reported Well Diameter (inches)	Well Screen Installed (Yes/No)	Reported Well Yield (gpm)	Well Installation Date	Well Driller	NYSDEC Well Number
OM&M - Semi-annual Sampling of Residential Wells with Point-of-Entry Treatment System (TCE ≥ MCL⁷)														
P031	Inlet	✓		242	361	Bedrock	50	53	6	NA	5	1988	Hanson Well Drilling & Pump Co. Inc.	NA
	Between carbon	✓												
	Outlet	✓	✓											
P039	Inlet	✓		160	361	Bedrock	44	44	NA	No	5	≥2000	Richard B. Eckel Wells & Pumps (NYRD10090)	RE1954
	Between carbon	✓												
	Outlet	✓	✓											
OM&M - Semi-annual Sampling of Residential Wells with Point-of-Entry Treatment System (2.5 µg/L ≤ TCE < MCL⁷)														
P043	Inlet	✓		184	362	Bedrock	44	43	NA	No	6	NA	Richard B. Eckel Wells & Pumps (NYRD10090)	RE01862
	Between carbon	✓												
	Outlet	✓	✓											
P057	Inlet	✓		NA	358	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Between carbon	✓												
	Outlet	✓	✓											
OM&M - Semi-annual Sampling of Residential Wells with Point-of-Entry Treatment System (2.5 µg/L > TCE < MCL⁷)														
P022	Inlet	✓		200		Bedrock	NA	NA	NA	NA	NA	1975	Smith Well Drilling, Inc. (NYRD10001)	NA
	Between carbon	✓												
	Outlet	✓	✓											
P023	Inlet	✓		25		Overburden	NA	NA	NA	NA	NA	1977	NA	NA
	Between carbon	✓												
	Outlet	✓	✓											
P025	Inlet	✓		36		Overburden	NA	NA	NA	NA	Approximately 1960		Smith Well Drilling, Inc. (NYRD10001)	NA
	Between carbon	✓												
	Outlet	✓	✓											
P032	Inlet	✓		200	362	Bedrock	44	42.5	NA	No	8	≥2000	Richard B. Eckel Wells & Pumps (NYRD10090)	RE01863
	Between carbon	✓												
	Outlet	✓	✓											
P040	Inlet	✓		160	362	Bedrock	40	40	NA	No	5	≥2000	Richard B. Eckel Wells & Pumps (NYRD10090)	RE01917
	Between carbon	✓												
	Outlet	✓	✓											
P044	Inlet	✓		160	362	Bedrock	40	40	NA	No	5	≥2000	Richard B. Eckel Wells & Pumps (NYRD10090)	RE01956
	Between carbon	✓												
	Outlet	✓	✓											
P046	Inlet	✓		322		Bedrock	26	40	6	No	10	1988	Hanson Well Drilling & Pump Co. Inc.	NA
	Between carbon	✓												
	Outlet	✓	✓											
P047	Inlet	✓		122		Bedrock	33	40	6	No	5.5	1984	Hanson Well Drilling & Pump Co. Inc.	NA
	Between carbon	✓												
	Outlet	✓	✓											
P053	Inlet	✓		182	365	Bedrock	32	40	6	No	5	1989	Hanson Well Drilling & Pump Co. Inc.	NA
	Between carbon	✓												
	Outlet	✓	✓											

Notes:

- Activity is based on the property owner(s) granting access.
- Sample analysis methods and laboratories:
Volatile organic compounds (VOCs) via United States Environmental Protection Agency (USEPA) Method 524.2 analyzed by Eurofins Lancaster Laboratories Environment Testing, LLC (ELLE).
Total coliform (TC) via Standard Method (SM) 9223B-04 Colliert® analyzed by Adirondack Environmental Services, Inc. (Adirondack).
- "NAVD88" designates North American Vertical Datum of 1988.
- "gpm" designates gallons per minute.
- "NYSDEC" designates the New York Department of Environmental Conservation.
- "NA" designates not available.
- "OM&M" designates operation, maintenance and monitoring.
- "TCE" designates trichloroethene.
- "µg/L" designates micrograms per liter.
- "MCL" designates maximum contaminate level as specified in 10 New York Codes, Rules and Regulations Subpart 5. TCE has a MCL of 5µg/L.
- For clarity, well locations are specified using the associated property ID (e.g., P031)
- "**" indicates information compiled from the following residential well data sources:
Well driller's log or letter.
USEPA well survey.
NYSDEC, Water Wells: Beginning 2000, accessed at <https://data.ny.gov/Energy-Environment/Water-Wells-Beginning-2000-Map/q37q-gerb> on March/May 2024.



APPENDIX A
STANDARD OPERATING PROCEDURES



STANDARD OPERATING PROCEDURE - POINT-OF-ENTRY TREATMENT SYSTEM SAMPLING

Project name **Route 203 Site**
Project no. **1940102344**
Recipient **General Electric Company**
Document type **Final**
Date **March 5, 2024**
Prepared by **William Pierce**
Checked by **Jesse J. Vollick**
Approved by **Brad Kubiak**

1. Scope and Application

This Standard Operating Procedure (SOP) provides guidance, material needs, and methodology for point-of-entry treatment (POET) system sampling. Refer to the Point-of-Entry Treatment System Operation, Maintenance and Monitoring Plan and the included SOP – Chain-of-Custody, Handling, Packing and Shipping for sample preservation, chain-of-custody, sample handling, packing, shipping, or laboratory analysis, as appropriate.

2. Personnel Qualifications

Field sampling personnel involved with the collection of POET system samples will have completed a training course of at least 40 hours meeting the requirements of 29 Code of Federal Regulations (CFR) 1910.120(e) for health and safety at hazardous waste operations. If the course was completed more than 12 months before the date of the site work, completion of an approved 8-hr refresher course will be required. Field activities that involve the collection of supply well samples will be performed by a Ramboll Americas Engineering Solutions, Inc. (Ramboll) geologist, hydrogeologist, or field scientist. Field personnel will be familiar with this SOP and possess the required skills, training, field observation documentation and experience necessary to successfully complete field activities.

3. Materials

The following materials and supplies, as appropriate, are necessary for collection of supply well samples:

- Field log book;
- Field form(s);
- Field sampling personnel business cards;
- Client's community representative name and contact information (if applicable);
- Clean, non-slip disposable boot/shoe covers/booties;
- Supply well sampling database for the Site containing information from the prior sampling event(s);
- Indelible, blue or black ink pen;
- Chain-of-custody and security seal(s);
- Clean sample container(s) (with an extra set) including any preservatives, as required per the method
- Sample label(s);
- Sample cooler(s);
- Wet ice;
- Plastic bags for ice and sample set(s);
- Paper towels;
- 5-gallon bucket(s);
- Nitrile gloves; and,
- Contractor bags.

4. Procedures

Prior planning and preparation tasks in advance of supply well sampling will include owner contact to arrange access and understand the sampling conditions.

The following procedures will be followed for collecting POET system samples:

1. Don required personal protective equipment (PPE) including clean nitrile gloves and a clean pair of non-slip disposable boot/shoe covers/booties over footwear immediately prior to entering the residence/house.
2. Perform a visual inspection of the POET system and identify the three sampling port locations on each system: inlet (raw, pre-carbon), midpoint (mid-carbon) and outlet (post-carbon and post-ultraviolet [UV] treatment unit). Check the water meter against the prior reading to confirm that the system has been in use and the water in the system is representative of the incoming well water.
3. Turn on a cold water tap with an associated drain located downstream of the POET system and allow the water to run until the well pump cycles on and the water temperature is cool to cold (typically about one minute). Monitor the water level in the sink to prevent overflow. Turn off the cold-water tap.
4. Place an empty bucket below the effluent sampling port to collect and contain any drips. Don a new pair of nitrile gloves, and turn on the sampling port and begin filling outlet sample bottles for volatile organic compounds (VOCs) by USEPA SW-846 Method 524.2 and coliform bacteria analysis by Standard Method (SM) 9223B-04 Colilert® with cool to cold supply well water.
5. After filling the sample containers, turn off the sampling port to stop the flow of supply well water and wipe any excess water or moisture off the outside of the sample containers with clean paper towels.
6. Complete sample labels per SOP – Chain-of-Custody, Handling, Packing and Shipping and affix labels to the sample containers. Sample identification nomenclature is as follows for the three sampling port locations on each system: inlet (raw, pre-carbon), midpoint (mid-carbon) and outlet (post-carbon and post-UV treatment unit):
 - P0XX-INLET-MMDDYYYY
 - P0XX-MID-MMDDYYYY
 - P0XX-OUTLET-MMDDYYYY

Where P0XX is the sample field location and MMDDYYYY designates the month/day/year of sample collection.

7. Repeat steps 4-6 for the midpoint sample followed by the inlet sample for VOCs by USEPA SW-846 Method 524.2.

8. Ship the samples to the laboratory per project requirements following SOP - Chain-of-Custody, Handling, Packing and Shipping.
9. Place any PPE used for collecting the supply well samples in contractor bags and dispose of per the Point-of-Entry Treatment System Operation, Maintenance and Monitoring Plan and Management of Waste section below.

5. Management of Waste

Waste generated during this sample collection task will be managed as non-hazardous waste at a permitted solid waste disposal facility.

6. Quality Control Samples

Specific details related to field quality control (QC) samples are described in the Point-of-Entry Treatment System Operation, Maintenance and Monitoring Plan. A brief overview of the collection of QC samples, if needed, is included here for reference.

6.1 Duplicate Samples

Duplicate samples, if needed, are prepared by alternately filling the container for the "primary sample" for a particular parameter and then filling the container for the "duplicate sample" for that same parameter. Duplicate samples need to be included on the same chain-of-custody.

6.2 Trip Blanks

Trip blanks (for VOCs only), if needed, are prepared in the laboratory and are shipped from the laboratory with the applicable sample collection containers for each project. The trip blank vials should be inspected for air bubbles upon receipt from the laboratory. The trip blanks are not opened in the field. A trip blank should be present in each shipping cooler containing samples to be analyzed for VOCs. Trip blanks need to be included on the chain-of-custody form.

6.3 Matrix Spike/Matrix Spike Duplicates

Matrix spike/matrix spike duplicate (MS/MSD) sample pairs, if needed, are collected in the same manner as a duplicate sample. MS/MSD sample pairs need to be included on the chain-of-custody form.

STANDARD OPERATING PROCEDURE - CHAIN-OF-CUSTODY, HANDLING, PACKING AND SHIPPING

Project name **Route 203 Site**
Project no. **1940102344**
Recipient **General Electric Company**
Document type **Final**
Date **March 5, 2024**
Prepared by **William Pierce**
Checked by **Jesse J. Vollick**
Approved by **Brad Kubiak**

1. Scope and Application

This Standard Operating Procedure (SOP) describes the chain-of-custody, handling, packing, and shipping procedures for the management of samples.

2. Materials

The following materials and supplies, as appropriate, are necessary for chain-of custody, handling, packing, and shipping:

1. Field logbook;
2. Polyethylene bags (resealable-type);
3. Clear packing tape, strapping tape;
4. Chain-of-custody forms;
5. DOT shipping forms, as applicable;
6. Custody seals;
7. Insulated coolers of adequate size for samples and wet ice;
8. Cushioning material (i.e., bubble wrap);
9. Temperature blank (typically provided by the laboratory);
10. Sample return shipping papers, addresses and billing account numbers; and,
11. Indelible, blue, or black ink pen.

3. Procedures

3.1 Chain-of-Custody

1. Start chain-of-custody (COC) records in the field when sample collection is completed, if possible. One completed chain-of-custody record must be kept with each sample cooler at all times.
2. Complete COC and sample collection forms in indelible ink.
3. Complete COC forms neatly using printed text. If a simple mistake is made, the error will be crossed out with a single line, initialed, and dated.
4. Sequentially number each separate sample entry.

5. Avoid the use of "ditto" or quotation marks to indicate repetitive information in columnar entries.
6. A continuous vertical arrow will be used between the first entry and the next different entry if numerous repetitive entries must be made in the same column. Ensure vertical arrow completely fills the space between entries.
7. Consecutively number each form using the "Page ___ of ___" format when more than one chain-of-custody form is used for a single shipment.
8. Place additional instructions directly onto the COC form, if necessary.
9. Define acronyms used on a COC form.
10. The COC form will contain the following information:
 - a. Project identification and number;
 - b. Laboratory purchase order (PO) number, if known;
 - c. Sample identification (ID);
 - d. Sample location ID;
 - e. Date and time of sample collection;
 - f. Type and matrix of sample;
 - g. Number of sample containers;
 - h. Analyses requested, including analytical method;
 - i. Special analytical comments;
 - j. Sample preservatives;
 - k. Sampler signature/date/time;
 - l. Shipping carrier used to ship sample coolers; Air bill number if shipped by a commercial carrier; and,
 - m. Signature/date/time of the laboratory representative receiving the samples.
11. The field sampling team will transport or ship the cooler via an overnight delivery service (e.g., FedEx) or hand deliver the cooler to the laboratory or laboratory shipping center. Prior to shipment of sample coolers, the field sampling team will contact the laboratory to notify the laboratory of the shipment.
12. The COC form will be completed by the field sampler and included in the sample cooler.

3.2 Handling

1. The field sampling team is personally responsible for the care and custody of the samples until samples are relinquished. The field logbook and/or field forms will be used to note information regarding collection of samples and any applicable observations.
2. The following information will be recorded in the field logbook or field forms by the field sampling team:
 - a. Project number and site name;
 - b. Sample identification (ID) code and other sample identification information, including sample location ID;
 - c. Sampling method;
 - d. Date and time;
 - e. Sample matrix;
 - f. Name of sampler(s);
 - g. Location and sample ID codes of field duplicates and/or matrix spike/matrix spike duplicate (MS/MSD) sample pairs; and,
3. Sample labels will be completed in indelible ink and must include the following information:
 - a. Sample ID and other sample identification information;
 - b. Site name;
 - c. Analysis required, including analytical method;
 - d. Date and time sampled;
 - e. Initials of sampling personnel; and,
 - f. Sample preservative.

3.3 Packing

1. For aqueous and solid samples, ice that has been placed in heavy-duty polyethylene bags and properly sealed will be placed on top of and/or between the samples. Samples will be packed securely to eliminate breakage during shipment.
2. Sampling containers will be packed using standard packing materials (e.g., bubble wrap). When possible, sample container preparation and cooler-packing activities will be completed in a well-organized and clean area. Sample containers will be prepared for shipment by wiping containers clean of debris/water using paper towels. Care will be taken to use enough packing materials to properly protect the samples, but not so much that the samples are insulated from the ice.
3. Prior to sealing the cooler for shipment, the field sampling team will relinquish the sample cooler to either another individual or a courier service, as described below. The field sampling team

should retain a copy of the COC form and keep it with the field logbook, while the original copy of the COC form should be kept with the cooler being relinquished.

4. When transferring the possession of samples from one individual to another (e.g., from a field sampler to a laboratory technician), individuals relinquishing and receiving the sample cooler will sign, date, and note the time on the COC. Custody of samples must be continuous between parties, and time gaps must not be present.
5. When transferring the possession of samples from one individual to a courier service (e.g., FedEx), the COC form must be included with the contents of the cooler, method of shipment, name of courier, courier tracking number, custody seals and other pertinent information written on the form. COC forms should be placed within a resealable polyethylene bag and placed within the cooler prior to sealing it, preferably with fiber tape. One custody seal will be affixed to the latch and lid of the cooler, covering the seam. Custody seals will consist of adhesive-backed tape that easily rips if it is disturbed. The field sampler will initial and date the seal and cover the seal with clear packing tape. If applied as designed, the custody seal must be broken in order to open the cooler. A broken custody seal upon laboratory receipt will indicate tampering with the cooler during shipment.
6. A shipping label containing the name and address of the shipper will be placed on the outside of the container.

3.4 Shipping

1. All samples should be delivered to the laboratory or laboratory shipment center within 24 hours from sample collection.
2. The field sampling team will take appropriate precautions to ship or deliver samples to the laboratory or laboratory shipment center so that extraction and/or analytical holding times will not be exceeded.
3. Samples must be maintained at ≤ 6 degrees Celsius ($^{\circ}\text{C}$)¹ from collection through shipment and receipt at the laboratory, if required.
4. When the samples are received by the laboratory, laboratory personnel will complete the COC form by recording the date and time of sample receipt, measuring and recording the internal temperature of the shipping container, checking the sample ID on the containers, and confirming the number of containers per sample to ensure they correspond with the included COC form.

¹ Considering the ambient temperature and conditions at the Site during sample collection, cooler temperatures may exceed temperature requirements if samples are hand-delivered to and received by the laboratory within eight to 12 hours of sample collection. This exception to temperature requirements is acceptable only if: (1) samples are properly chemically preserved; (2) the sample cooler contains sufficient ice for the samples to reach the required temperatures within 24 hours of sample collection; and (3) the samples are not insulated from exposure to ice with excessive bubble wrapping. Sample results determined to be impacted by a rapid delivery to the laboratory (within eight to 12 hours of sample collection) will not be qualified during data validation, if data validation is performed.

4. Data Recording and Management

The original COC form accompanies the shipment, while the copies are kept with the field logbook, field forms, and distributed to the Project Manager and project team. The laboratory will immediately contact the Project Manager if issues pertaining to sample condition or documentation are detected (e.g., broken custody seals upon receipt; broken, open, or otherwise compromised sample containers; discrepancies between cooler contents and the included COC form).

5. Quality Control Samples

COC forms will identify all quality control (QC) samples. The COC forms will be legibly completed in accordance with this SOP. A copy of the completed COC form will be sent to the Project Manager or designee for review.

5.1 Duplicate Samples

Duplicate samples, if required, are prepared by alternately filling the sampling container(s) for the "primary sample" for a particular parameter and then filling the sampling container(s) for the "duplicate sample" for that same parameter. Duplicate samples are included on the COC form. If the duplicate is "blind", the sample location ID and time of sampling should be omitted on the COC form and a single horizontal line should be drawn in these fields.

5.2 Trip Blanks

Trip blanks (for analyses of volatile organic compounds [VOCs] only) are prepared in the laboratory and are shipped from the laboratory with the empty sample containers. Upon receipt, the trip blank vials should be inspected for air bubbles. Trip blanks should remain intact and are not opened in the field. A trip blank should accompany each cooler with samples to be analyzed for VOCs and should be placed in the sample cooler immediately after the first sample is collected for VOCs. Trip blanks are included on the COC form.

5.3 Matrix Spike/Matrix Spike Duplicates

MS/MSD sample pairs, if required, are collected in the same manner as a duplicate sample, except that two sets of samples, one for the MS sample and one for the MSD sample, are collected in addition to the "primary sample". MS/MSD sample pairs are included on the COC form.

EXHIBIT "D"
COST SUMMARY



Transmitted via E-Mail
MEMORANDUM

TO: Michael Murphy, Office of General Counsel

FROM: Nicole Morgan, Chief, RMRS, Bureau of Program Management, DER *NLM*

SUBJECT: Cost Summary – Route 203, 442064

DATE: January 7, 2026

This cost recovery summary has been prepared in response to your May 7, 2025 request. The following summarizes costs incurred by the New York State Department of Environmental Conservation (DEC) to date. There may be additional future costs associated with this site that are not included in this summary. Please contact the project manager to determine if additional future costs are anticipated.

The total unreimbursed costs incurred by DEC in association with the Route 203 Site are \$76,403.46. This amount includes emergency response costs incurred at the site by a hazardous material spill, if any. Please note that if the site involves a petroleum spill, any costs incurred by the Oil Spill Fund would be recovered separately by the Office of the State Comptroller and are not included in this summary.

DEC costs for this site have been included through November 5, 2025 (the latest available data). Department of Health costs are not readily available. Please note that there are no open contracts for this site for which we have outstanding obligations.

Please contact me at (518) 402-9753, if you have any questions on this summary.

Attachments

ec: K. Forster
S. Quandt

EXHIBIT I

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 DIVISION OF ENVIRONMENTAL REMEDIATION
 BUREAU OF PROGRAM MANAGEMENT

COST SUMMARY

SITE NAME: Route 203
 SITE NO.: 442064
 REALATED SITE NO.: 2503820
 TIME FRAME: DEC Life - 11/05/2025

COST CATEGORY	442064 (75859)	2503820 (N/A)	TOTAL AMOUNTS	EXHIBIT NO.
DIRECT PERSONAL SERVICES	\$35,805.98	\$0.00	\$35,805.98	
FRINGE	\$23,274.19	\$0.00	\$23,274.19	
INDIRECT	\$17,323.29	\$0.00	\$17,323.29	
<i>PERSONAL SERVICES SUBTOTAL</i>	<i>\$76,403.46</i>	<i>\$0.00</i>	<i>\$76,403.46</i>	II
CONTRACTUAL	\$0.00	\$0.00	\$0.00	
TRAVEL	\$0.00	\$0.00	\$0.00	
OTHER NPS	\$0.00	\$0.00	\$0.00	
<i>NON-PERSONAL SERVICES SUBTOTAL</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
DEC TOTAL	\$76,403.46	\$0.00	\$76,403.46	
DOH TOTAL (NOT AVAILABLE)	N/A	N/A	N/A	
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	N/A	N/A	N/A	
<i>DEC & DOH TOTAL</i>	<i>\$76,403.46</i>	<i>\$0.00</i>	<i>\$76,403.46</i>	
COST CAP (IF APPLICABLE)	N/A	N/A	N/A	
GRAND TOTAL	\$76,403.46	\$0.00	\$76,403.46	

Print Report

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
Task: 75859 - 442064 - Route 203														
2021/12	09/02/2021 - 09/15/2021	09/29/2021	240464		2021	Bower, Caryn	Senr Attorney	615127	Central Office - 625 Broadway	61.33	19.23	14.67	0.5	30.67
2021/14	09/30/2021 - 10/13/2021	10/27/2021	240464		2021	Bower, Caryn	Senr Attorney	615127	Central Office - 625 Broadway	61.33	9.61	7.33	0.25	15.33
2021/17	11/11/2021 - 11/24/2021	12/08/2021	240464		2021	Bower, Caryn	Senr Attorney	615127	Central Office - 625 Broadway	65.09	61.22	46.69	1.5	97.64
2021/18	11/25/2021 - 12/08/2021	12/22/2021	240464		2021	Bower, Caryn	Senr Attorney	615127	Central Office - 625 Broadway	65.09	20.41	15.56	0.5	32.55
2021/19	12/09/2021 - 12/22/2021	01/05/2022	240464		2021	Bower, Caryn	Senr Attorney	615127	Central Office - 625 Broadway	65.09	132.64	101.15	3.25	211.54
2021/14	09/30/2021 - 10/13/2021	10/27/2021	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	53.17	150.02	114.41	4.5	239.27
2021/15	10/14/2021 - 10/27/2021	11/10/2021	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	141.5	107.91	4	225.68
2021/16	10/28/2021 - 11/10/2021	11/24/2021	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	54.78	17.17	13.1	0.5	27.39
2021/17	11/11/2021 - 11/24/2021	12/08/2021	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.87	140.12	106.86	4	223.48
2021/18	11/25/2021 - 12/08/2021	12/22/2021	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	35.38	26.98	1	56.42
2021/19	12/09/2021 - 12/22/2021	01/05/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	54.6	68.47	52.22	2	109.2
2021/21	01/06/2022 - 01/19/2022	02/02/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	17.69	13.49	0.5	28.21
2021/22	01/20/2022 - 02/02/2022	02/16/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	8.85	6.75	0.25	14.11
2021/23	02/03/2022 - 02/16/2022	03/02/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.05	52.72	40.21	1.5	84.08
2021/24	02/17/2022 - 03/02/2022	03/16/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	106.13	80.94	3	169.26
2021/25	03/03/2022 - 03/16/2022	03/30/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	70.75	53.96	2	112.84
2021/26	03/17/2022 - 03/30/2022	04/13/2022	430221	L6	2021	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	56.42	114.97	87.68	3.25	183.37
2022/1	03/31/2022 - 04/13/2022	04/27/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	58.44	794.16	629.94	21.25	1241.85
2022/2	04/14/2022 - 04/27/2022	05/11/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	142.02	112.65	3.75	222.08
2022/3	04/28/2022 - 05/11/2022	05/25/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	104.15	82.61	2.75	162.86
2022/4	05/12/2022 - 05/25/2022	06/08/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	236.7	187.75	6.25	370.13
2022/5	05/26/2022 - 06/08/2022	06/22/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	179.89	142.69	4.75	281.3
2022/6	06/09/2022 - 06/22/2022	07/06/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	94.68	75.1	2.5	148.05
2022/10	08/04/2022 - 08/17/2022	08/31/2022	430221	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	75.74	60.08	2	118.44
2022/13	09/15/2022 - 09/28/2022	10/12/2022	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.3	36.64	29.07	1	57.3
2022/14	09/29/2022 - 10/12/2022	10/26/2022	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	75.74	60.08	2	118.44

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2022/15	10/13/2022 - 10/26/2022	11/09/2022	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	94.68	75.1	2.5	148.05
2022/16	10/27/2022 - 11/09/2022	11/23/2022	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	18.94	15.02	0.5	29.61
2022/17	11/10/2022 - 11/23/2022	12/07/2022	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	568.07	450.6	15	888.3
2022/18	11/24/2022 - 12/07/2022	12/21/2022	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	18.94	15.02	0.5	29.61
2022/19	12/08/2022 - 12/21/2022	01/04/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	94.68	75.1	2.5	148.05
2022/20	12/22/2022 - 01/04/2023	01/18/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	56.81	45.06	1.5	88.83
2022/21	01/05/2023 - 01/18/2023	02/01/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	208.29	165.22	5.5	325.71
2022/22	01/19/2023 - 02/01/2023	02/15/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.22	160.96	127.67	4.25	251.69
2022/23	02/02/2023 - 02/15/2023	03/01/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.49	1066.18	845.71	29	1667.21
2022/24	02/16/2023 - 03/01/2023	03/15/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	58.05	835.27	662.55	22.5	1306.13
2023/2	04/13/2023 - 04/26/2023	05/10/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.94	375.08	263.24	10	559.4
2023/3	04/27/2023 - 05/10/2023	05/24/2023	430598	L6	2022	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.94	75.02	52.65	2	111.88
2023/4	05/11/2023 - 05/24/2023	06/07/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.38	27.85	19.55	0.75	41.54
2023/5	05/25/2023 - 06/07/2023	06/21/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.94	75.02	52.65	2	111.88
2023/6	06/08/2023 - 06/21/2023	07/05/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.94	65.64	46.07	1.75	97.9
2023/8	07/06/2023 - 07/19/2023	08/02/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.94	206.29	144.78	5.5	307.67
2023/9	07/20/2023 - 08/02/2023	08/16/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.2	37.01	25.98	1	55.2
2023/10	08/03/2023 - 08/16/2023	08/30/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	135.2	94.89	3.5	201.64
2023/11	08/17/2023 - 08/30/2023	09/13/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	135.2	94.89	3.5	201.64
2023/13	09/14/2023 - 09/27/2023	10/11/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	19.32	13.56	0.5	28.81
2023/14	09/28/2023 - 10/11/2023	10/25/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	270.39	189.77	7	403.27
2023/15	10/12/2023 - 10/25/2023	11/08/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	598.73	420.21	15.5	892.96
2023/16	10/26/2023 - 11/08/2023	11/22/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	57.94	40.67	1.5	86.42
2023/18	11/23/2023 - 12/06/2023	12/20/2023	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	154.51	108.44	4	230.44
2023/19	12/07/2023 - 12/20/2023	01/03/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.23	172.68	121.19	4.5	257.54
2023/22	01/18/2024 - 01/31/2024	02/14/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	19.32	13.56	0.5	28.81
2023/23	02/01/2024 - 02/14/2024	02/28/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	115.88	81.33	3	172.83
2023/24	02/15/2024 - 02/28/2024	03/13/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	907.75	637.09	23.5	1353.84

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
2023/25	02/29/2024 - 03/13/2024	03/27/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	55.75	252.32	177.09	6.75	376.31
2023/26	03/14/2024 - 03/27/2024	04/10/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.61	656.67	460.87	17	979.37
2024/1	03/28/2024 - 04/10/2024	04/24/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	222.21	156.37	5.5	337.65
2024/2	04/11/2024 - 04/24/2024	05/08/2024	430598	L6	2023	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	171.7	120.83	4.25	260.91
2024/3	04/25/2024 - 05/08/2024	05/22/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	59.99	246.75	173.64	6.25	374.94
2024/4	05/09/2024 - 05/22/2024	06/05/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	161.6	113.72	4	245.56
2024/5	05/23/2024 - 06/05/2024	06/18/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	787.82	554.39	19.5	1197.11
2024/6	06/06/2024 - 06/19/2024	07/03/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	131.3	92.4	3.25	199.52
2024/7	06/20/2024 - 07/03/2024	07/17/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	161.6	113.72	4	245.56
2024/9	07/18/2024 - 07/31/2024	08/14/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	70.7	49.75	1.75	107.43
2024/10	08/01/2024 - 08/14/2024	08/28/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	20.2	14.22	0.5	30.7
2024/11	08/15/2024 - 08/28/2024	09/11/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	181.81	127.94	4.5	276.26
2024/12	08/29/2024 - 09/11/2024	09/25/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	58.28	19.18	13.5	0.5	29.14
2024/13	09/12/2024 - 09/25/2024	10/09/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	20.2	14.22	0.5	30.7
2024/14	09/26/2024 - 10/09/2024	10/23/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	464.61	326.95	11.5	705.99
2024/16	10/24/2024 - 11/06/2024	11/20/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	60.99	70.24	49.43	1.75	106.73
2024/17	11/07/2024 - 11/20/2024	12/04/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	181.81	127.94	4.5	276.26
2024/18	11/21/2024 - 12/04/2024	12/18/2024	430598	L6	2024	Forster, Kyle	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.39	10.1	7.11	0.25	15.35
2024/19	12/05/2024 - 12/18/2024	12/31/2024	430598	L6	2024	Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	64.49	21.22	14.93	0.5	32.25
2024/21	01/02/2025 - 01/15/2025	01/29/2025	430598	L6	2024	Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	66	21.72	15.28	0.5	33
2024/24	02/13/2025 - 02/26/2025	03/12/2025	685135	L5	2024	Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	66	260.61	183.39	6	396
2024/25	02/27/2025 - 03/12/2025	03/26/2025	685135	L5	2024	Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	66	477.78	336.22	11	726
2024/26	03/13/2025 - 03/26/2025	04/09/2025	685135	L5	2024	Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	66	271.47	191.03	6.25	412.5
2021/24	02/17/2022 - 03/02/2022	03/16/2022	240464		2021	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	66.92	83.92	64	2	133.84
2021/25	03/03/2022 - 03/16/2022	03/30/2022	240464		2021	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	66.92	83.92	64	2	133.84
2021/26	03/17/2022 - 03/30/2022	04/13/2022	240464		2022	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	66.92	482.53	368	11.5	769.58
2022/1	03/31/2022 - 04/13/2022	04/27/2022	240464		2022	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	70.23	494.03	391.87	11	772.53
2022/2	04/14/2022 - 04/27/2022	05/11/2022	240464		2022	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	70.23	89.82	71.25	2	140.46

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2022/3	04/28/2022 - 05/11/2022	05/25/2022	240464		2022	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	70.23	22.46	17.82	0.5	35.12
2022/11	08/18/2022 - 08/31/2022	09/14/2022	240464		2022	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	70.23	202.11	160.32	4.5	316.04
2022/13	09/15/2022 - 09/28/2022	10/12/2022	240464		2022	MURPHY, MICHAEL	Senr Attorney	615127	Central Office - 625 Broadway	70.23	89.82	71.25	2	140.46
2022/17	11/10/2022 - 11/23/2022	12/07/2022	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.48	122.27	96.99	2.5	191.2
2022/21	01/05/2023 - 01/18/2023	02/01/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.48	293.45	232.77	6	458.88
2022/22	01/19/2023 - 02/01/2023	02/15/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.48	342.36	271.57	7	535.36
2022/23	02/02/2023 - 02/15/2023	03/01/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.48	97.82	77.59	2	152.96
2022/24	02/16/2023 - 03/01/2023	03/15/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.48	146.73	116.39	3	229.44
2022/25	03/02/2023 - 03/15/2023	03/29/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	73.54	23.51	18.65	0.5	36.77
2022/26	03/16/2023 - 03/29/2023	04/12/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.48	97.82	77.59	2	152.96
2023/2	04/13/2023 - 04/26/2023	05/10/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	72.25	48.44	34	1	72.25
2023/3	04/27/2023 - 05/10/2023	05/24/2023	685216	L5	2022	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	72.25	266.44	187	5.5	397.38
2023/4	05/11/2023 - 05/24/2023	06/07/2023	685216	L5	2023	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	70.83	237.46	166.66	5	354.15
2023/5	05/25/2023 - 06/07/2023	06/21/2023	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	69.03	46.28	32.48	1	69.03
2023/6	06/08/2023 - 06/21/2023	07/05/2023	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	72.25	72.67	51	1.5	108.38
2023/8	07/06/2023 - 07/19/2023	08/02/2023	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	72.25	48.44	34	1	72.25
2023/11	08/17/2023 - 08/30/2023	09/13/2023	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	72.96	48.92	34.33	1	72.96
2023/15	10/12/2023 - 10/25/2023	11/08/2023	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	78.77	26.41	18.54	0.5	39.39
2023/16	10/26/2023 - 11/08/2023	11/22/2023	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	78.77	52.82	37.07	1	78.77
2023/19	12/07/2023 - 12/20/2023	01/03/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	78.77	105.63	74.13	2	157.54
2023/22	01/18/2024 - 01/31/2024	02/14/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	74.32	49.83	34.97	1	74.32
2023/23	02/01/2024 - 02/14/2024	02/28/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	76.73	51.45	36.11	1	76.73
2023/24	02/15/2024 - 02/28/2024	03/13/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	77.74	547.31	384.12	10.5	816.27
2023/25	02/29/2024 - 03/13/2024	03/27/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	78.77	132.04	92.67	2.5	196.93
2024/5	05/23/2024 - 06/05/2024	06/18/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	86.22	198.59	139.75	3.5	301.77
2024/6	06/06/2024 - 06/19/2024	07/03/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	86.22	85.11	59.89	1.5	129.33
2024/7	06/20/2024 - 07/03/2024	07/17/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	86.22	283.71	199.65	5	431.1
2024/12	08/29/2024 - 09/11/2024	09/25/2024	675025	KG	2018	MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	86.22	113.48	79.86	2	172.44

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
2021/15	10/14/2021 - 10/27/2021	11/10/2021	230639	FG	2021	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	62.78	59.04	45.03	1.5	94.17
2021/22	01/20/2022 - 02/02/2022	02/16/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	65.43	41.02	31.29	1	65.43
2021/23	02/03/2022 - 02/16/2022	03/02/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	66.09	165.75	126.41	4	264.36
2021/24	02/17/2022 - 03/02/2022	03/16/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	66.09	82.88	63.21	2	132.18
2021/25	03/03/2022 - 03/16/2022	03/30/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	66.09	20.72	15.8	0.5	33.05
2021/26	03/17/2022 - 03/30/2022	04/13/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	66.09	82.88	63.21	2	132.18
2022/1	03/31/2022 - 04/13/2022	04/27/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	69.38	488.05	387.13	11	763.18
2022/3	04/28/2022 - 05/11/2022	05/25/2022	220074	FG	2020	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (CIVIL)	615127	Central Office - 625 Broadway	71.46	114.25	90.62	2.5	178.65
2022/17	11/10/2022 - 11/23/2022	12/07/2022	430598	L6	2022	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.46	45.7	36.25	1	71.46
2022/21	01/05/2023 - 01/18/2023	02/01/2023	430598	L6	2022	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	70.52	90.2	71.55	2	141.04
2022/22	01/19/2023 - 02/01/2023	02/15/2023	430598	L6	2022	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.46	205.64	163.12	4.5	321.57
2022/24	02/16/2023 - 03/01/2023	03/15/2023	430598	L6	2022	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.46	91.4	72.5	2	142.92
2023/8	07/06/2023 - 07/19/2023	08/02/2023	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	69.5	69.9	49.06	1.5	104.25
2023/10	08/03/2023 - 08/16/2023	08/30/2023	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	47.99	33.68	1	71.58
2023/14	09/28/2023 - 10/11/2023	10/25/2023	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	47.99	33.68	1	71.58
2023/15	10/12/2023 - 10/25/2023	11/08/2023	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	24	16.84	0.5	35.79
2023/16	10/26/2023 - 11/08/2023	11/22/2023	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	95.99	67.37	2	143.16
2023/19	12/07/2023 - 12/20/2023	01/03/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	119.99	84.21	2.5	178.95
2023/20	12/21/2023 - 01/03/2024	01/17/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.11	47.68	33.46	1	71.11
2023/23	02/01/2024 - 02/14/2024	02/28/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.11	47.68	33.46	1	71.11
2023/24	02/15/2024 - 02/28/2024	03/13/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	47.99	33.68	1	71.58
2023/25	02/29/2024 - 03/13/2024	03/27/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.58	47.99	33.68	1	71.58
2023/26	03/14/2024 - 03/27/2024	04/10/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	67.96	136.7	95.94	3	203.88
2024/1	03/28/2024 - 04/10/2024	04/24/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	78.47	154.92	109.02	3	235.41
2024/2	04/11/2024 - 04/24/2024	05/08/2024	430598	L6	2023	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	77.69	102.26	71.96	2	155.38
2024/4	05/09/2024 - 05/22/2024	06/05/2024	430598	L6	2024	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	78.47	25.82	18.17	0.5	39.24
2024/17	11/07/2024 - 11/20/2024	12/04/2024	430598	L6	2024	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	78.47	51.64	36.34	1	78.47
2024/25	02/27/2025 - 03/12/2025	03/26/2025	685135	L5	2024	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	78.47	25.82	18.17	0.5	39.24

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
2024/26	03/13/2025 - 03/26/2025	04/09/2025	685135	L5	2024	Quandt, Sarah	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	78.47	51.64	36.34	1	78.47
2021/15	10/14/2021 - 10/27/2021	11/10/2021	430263	L6	2021	Salem, Cheryl	Legal Assnt Trainee 2	615127	Central Office - 625 Broadway	31.39	216.5	165.11	11	345.29
2021/16	10/28/2021 - 11/10/2021	11/24/2021	430263	L6	2021	Salem, Cheryl	Legal Assnt Trainee 2	615127	Central Office - 625 Broadway	31.39	108.25	82.56	5.5	172.65
2021/18	11/25/2021 - 12/08/2021	12/22/2021	430263	L6	2021	Salem, Cheryl	Legal Assnt 1	615127	Central Office - 625 Broadway	32.85	92.69	70.69	4.5	147.83
2021/19	12/09/2021 - 12/22/2021	01/05/2022	430263	L6	2021	Salem, Cheryl	Legal Assnt 1	615127	Central Office - 625 Broadway	33.21	114.53	87.34	5.5	182.66
2022/1	03/31/2022 - 04/13/2022	04/27/2022	430019		2022	Sollecito, Michael	ASSISTANT ENGINEER (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	46.67	223.84	177.56	7.5	350.03
										Task 75859 - 442064 - Route 203 Sub Total	22,838.81	16,953.12	569.50	35,083.45
Task: 75859 - 442064 - Route 203														
2025/1	03/27/2025 - 04/09/2025	04/23/2025				Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	65.66	59.35	50.46	1.5	98.49
2025/2	04/10/2025 - 04/23/2025	05/07/2025				Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	65.66	69.24	58.87	1.75	114.91
2025/3	04/24/2025 - 05/07/2025	05/21/2025				Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	65.66	197.83	168.2	5	328.3
2025/5	05/22/2025 - 06/04/2025	06/18/2025				Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	65.66	49.46	42.05	1.25	82.08
2025/16	10/23/2025 - 11/05/2025	11/19/2025				Forster, Kyle	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	65.66	9.89	8.41	0.25	16.42
2025/2	04/10/2025 - 04/23/2025	05/07/2025				MURPHY, MICHAEL	Assoc Attorney	615127	Central Office - 625 Broadway	82.33	49.61	42.18	1	82.33
										Task 75859 - 442064 - Route 203 Sub Total	435.38	370.17	10.75	722.53
										Report Total	23,274.19	17,323.29	580.25	35,805.98

State Direct: \$35,805.98
 State Fringe: \$23,274.19
 State Indirect: \$17,323.29
 Total: \$76,403.46

APPENDIX "A"

STANDARD CLAUSES FOR ALL NEW YORK STATE STATE SUPERFUND ORDERS

The parties to the State Superfund Order (hereinafter "Order") agree to be bound by the following clauses which are hereby made a part of the Order. The word "Respondent" herein refers to any party to the Order, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Order, Respondent shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of ECL §27-1417 and 6 NYCRR sections 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Order.

II. Initial Submittal

Within thirty (30) days after the effective date of this Order, Respondent shall submit to the Department a Records Search Report prepared in accordance with Exhibit "B" attached to the Order. The Records Search Report can be limited if the Department notifies Respondent that prior submissions satisfy specific items required for the Records Search Report.

III. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans") and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 *et seq.* The Work Plan(s) under this Order shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a), 375-3.6, and 375-6. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a

Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

The Work Plans shall be captioned as follows:

1. Site Characterization ("SC") Work Plan: a Work Plan which provides for the identification of the presence of any hazardous waste disposal at the Site;

2. Remedial Investigation/Feasibility Study ("RI/FS") Work Plan: a Work Plan which provides for the investigation of the nature and extent of contamination within the boundaries of the Site and emanating from such Site and a study of remedial alternatives to address such on-site and off-site contamination;

3. Remedial Design/Remedial Action ("RD/RA") Work Plan: a Work Plan which provides for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD;

4. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;

5. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy; or

6. "Supplemental" if additional work plans other than those set forth in II.A.1-5 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. Respondent may opt to propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan.

i. The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph III.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to dispute resolution pursuant to Paragraph XV, modify the Work Plan.

ii. The Department may request, subject to dispute resolution pursuant to Paragraph XV, that Respondent submit additional or supplemental Work Plans for the Site to complete the current remedial phase within thirty (30) Days after the Department's written request.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities conducted under a Department-approved Work Plan, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken in accordance with the provisions of 6 NYCRR 375-1.6(a)(3).

5. A Professional Engineer licensed and registered in New York State must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

C. Submission of Final Reports and Periodic Reports

1. In accordance with the schedule contained in a Work Plan, Respondent shall submit a final report as provided at 6 NYCRR 375-1.6(b) and a final engineering report as provided at 6 NYCRR 375-1.6(c).

2. Any final report or final engineering report that includes construction activities shall include "as built" drawings showing any changes made to the remedial design or the IRM.

3. In the event that the final engineering report for the Site requires Site management, Respondent shall submit an initial periodic report by in accordance with the schedule in the Site Management Plan and thereafter in accordance with a schedule determined by the Department. Such periodic report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Respondent may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

4. Within sixty (60) days of the Department's approval of a Final Report, Respondent shall submit such additional Work Plans as is required by the Department in its approval letter of such Final Report. Failure to submit any additional Work Plans within such period shall be a violation of this Order.

D. Review of Submittals

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include, in accordance with 6 NYCRR 375-1.6(d), an approval, modification request, or disapproval of the submittal, in whole or in part.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Order and shall be implemented in accordance with the schedule contained therein.

ii. If the Department modifies or requests modifications to a submittal, it shall specify the reasons for such modification(s). Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(3). If Respondent elects to modify or accept the Department's modifications to the submittal, Respondent shall make a revised submittal that incorporates all of the Department's modifications to the first submittal in accordance with the time period

set forth in 6 NYCRR 375-1.6(d)(3). 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 XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

iii. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(4). If Respondent elects to modify the submittal, Respondent shall make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal in accordance with the time period set forth in 6 NYCRR 375-1.6(d)(4). 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 XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

2. 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 pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

E. Department's Issuance of a ROD

1. Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the Citizen Participation Plan, in soliciting public comment on the proposed remedial action plan ("PRAP"), if any. After the close of the public comment period, the Department shall select a final remedial alternative for the Site in a ROD. Nothing in this Order shall be construed to abridge any rights of Respondent, as provided by law, to judicially challenge the Department's ROD.

2. Respondent shall have 60 days from the date of the Department's issuance of the ROD to notify the Department in writing whether it will implement the remedial activities required by such

ROD. If the Respondent elects not to implement the required remedial activities, then this order shall terminate in accordance with Paragraph XIV.A. Failure to make an election or failure to comply with the election is a violation of this Order.

3. Nothing in this Order, in any submittal, or in any work plan(s) submitted pursuant to this Order shall modify, expand, reduce, or otherwise change the remedial activities (including site management) required by a ROD issued by the Department.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Respondent shall submit a written certification in accordance with 6 NYCRR 375-1.8(h)(3) and 375-3.8(h)(2).

IV. Penalties

A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges Respondent's right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter Respondent's obligations under this Order.

B. 1. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). Respondent must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondent's economic inability to comply with any obligation, the failure of Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

2. Respondent shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties.

Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

3. Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondent complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

5. If the Department rejects Respondent's assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and Respondent's position prevails.

V. Entry upon Site

A. Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondent's compliance with this Order. Upon request, Respondent shall (i) provide the Department with suitable work space at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order,

the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

VI. Payment of State Costs

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i). Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.

B. Costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental
Conservation
625 Broadway
Albany, New York 12233-7012

D. The Department shall provide written notification to the Respondent of any change in the foregoing addresses.

E. If Respondent objects to any invoiced costs under this Order, the provisions of 6 NYCRR 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph VI.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph IV or the Department may commence an

enforcement action for non-compliance with ECL '27-1423 and ECL 71-4003.

VII. Release and Covenant Not to Sue

Upon the Department's issuance of a Certificate of Completion as provided at 6 NYCRR 375-1.9 and 375-2.9, Respondent shall obtain the benefits conferred by such provisions, subject to the terms and conditions described therein.

VIII. Reservation of Rights

A. Except as provided at 6 NYCRR 375-1.9 and 375-2.9, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including Respondent.

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

IX. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives

and employees harmless as provided by 6 NYCRR 375-2.5(a)(3)(i).

X. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Respondent proposes to transfer by sale or lease the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

XI. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in 6 NYCRR 375-2.2(a), which is proposed for the Site, in accordance with the provisions of 6 NYCRR 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

XII. Environmental Easement

A. If a Record of Decision for the Site relies upon one or more institutional and/or engineering controls, Respondent (or the owner of the Site) shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of the Environmental Easement by the State, Respondent shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. If the ROD provides for no action other than implementation of one or more institutional controls, Respondent shall cause an environmental easement to be recorded under the provisions of Subparagraph XII.A.

C. If Respondent does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Respondent will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9 and the Department may file an Environmental Notice on the site.

XIII. Progress Reports

Respondent shall submit a written progress report of its actions under this Order to the parties identified in Subparagraph IV.A.1 of the Order by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination date as set forth in Paragraph XIV, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with this Site, whether under this Order or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XIV. Termination of Order

A. This Order will terminate upon the earlier of the following events:

1. Respondent's election in accordance with Paragraph III.E.2 not to implement the remedial activities required pursuant to the ROD. In the event of termination in accordance with this Subparagraph, this Order shall terminate effective the 5th Day after the Department's receipt of the written notification, provided, however, that if there are one or more Work Plan(s) for which a final report has not been approved at the time of Respondent's notification of

its election not to implement the remedial activities in accordance with the ROD, Respondent shall complete the activities required by such previously approved Work Plan(s) consistent with the schedules contained therein. Thereafter, this Order shall terminate effective the 5th Day after the Department's approval of the final report for all previously approved Work Plans; or

2. The Department's written determination that Respondent has completed all phases of the Remedial Program (including Site Management), in which event the termination shall be effective on the 5th Day after the date of the Department's letter stating that all phases of the remedial program have been completed.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs VI and IX shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4), subjecting Respondent to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

C. If the Order is terminated pursuant to Subparagraph XIV.A.1, neither this Order nor its termination shall affect any liability of Respondent for remediation of the Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA, nor shall it affect any defenses to such liability that may be asserted by Respondent. Respondent shall also ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which existed before any activities under this Order were commenced. Further, the Department's efforts in obtaining and overseeing compliance with this Order shall constitute reasonable efforts under law to obtain a voluntary commitment from Respondent for any further activities to be undertaken as part of a Remedial Program for the Site.

XV. Dispute Resolution

A. In the event disputes arise under this Order, Respondent may, within fifteen (15) Days after Respondent knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to this Order.

C. Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

XVI. Miscellaneous

A. Respondent agrees to comply with and be bound by the provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), (c), and (d).

C. 1. Respondent shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondent's obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondent's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondent shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Respondent to modify the Work Plan pursuant to 6 NYCRR 375-1.6(d)(3) to reflect changes necessitated by Respondent's inability to obtain such interest.

D. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph IV.A.1.

ii. If Respondent seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondent promptly.

F. 1. If there are multiple parties signing this Order, the term "Respondent" shall be read in the plural, the obligations of each such party under this Order are joint and several, and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

2. If Respondent is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

3. Notwithstanding the foregoing Subparagraphs XVI.F.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect to implement a Work Plan, all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue referenced in Paragraph VII.

G. Respondent shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL 27-1421(6) and 6 NYCRR 375-1.5(b)(5).

H. Any time limitations set forth in Section 113(g)(1) of CERCLA, as amended, 42 U.S.C. § 9613(g)(1), Section 1012(h)(2) of the Oil Pollution Act, as amended, 33 U.S.C. § 2712(h)(2), the Federal Water Pollution Control Act, the New York Navigation Law, the New York Environmental Conservation Law, or any other federal or state statute or regulation with respect to potential claims for natural resource damages against Respondent or any other time limitations for the filing of potential natural resource damages claims against Respondent under any other applicable state or federal law are tolled in their entirety from the effective date of this Order until termination of this Order.

I. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

J. Respondent's obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

K. Respondent and Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.

L. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.