

**NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY
REPORT ON REMOVAL OF UNDERGROUND STORAGE TANKS ON THE STATE-OWNED
PORTION OF THE MALTA ROCKET FUEL AREA SITE**

In April 1986 (see Attachment 1), the Energy Authority's manager of contracts was informed by Power Technologies, Inc. (PTI) that two 10,000-gallon underground storage tanks existed at the PTI facility. The first was identified as being immediately north of Building 25 and used to store heating oil by the prior tenants. The tank was reported to be empty and out of use. The second tank was reported to be east of Building 25 and previously used as a reservoir for Sun #4 cable electrical insulating oil. This tank also was reported to be empty and out of use.

In August 1989, working off the August 15, 1952 Malta Test Station map prepared by General Electric (see Attachment 2), John Morelli of the Energy Authority identified a total of as many as seven underground storage tanks as possibly being located on State-owned land. The tanks possibly located on State-owned land were: a 550-gallon fuel oil tank at the old Energy Authority office; a 550-gallon gasoline tank, a 5,000-gallon fuel oil tank and a 4,000-gallon fuel oil tank at the facility leased by Mechanical Technologies, Inc. (MTI); and the two 10,000-gallon tanks identified in PTI's April 1986 letter, plus a 550 gallon gasoline tank, at the PTI facility.

In the fall of 1989 (see Attachment 3), the Energy Authority contracted with North American Tank Testing to assist in locating, characterizing and registering the tanks and in determining what further action needed to be taken in order to comply with regulatory requirements for underground storage tanks.

In January 1990 (see Attachments 4 and 5), John Morelli visited the SRDC with Mr. Peter Dankleman of North American Tank Testing for the purposes identified above. The 550-gallon tank at the Energy Authority's office was found to be almost full of #2 fuel oil. The 4,000-gallon and 5,000-gallon tanks at the MTI facility were found to be in use for storing #2 fuel oil. The 550-gallon gasoline tank at MTI was not located. At the PTI facility, the 10,000-gallon tank east of Building 25 was found to contain only a couple of inches of fuel oil (this was determined by use of a dipstick and visual and olfactory inspection). An access port to the second 10,000-gallon tank was not located, but the vent pipewas. The 550-gallon gasoline tank at the PTI site shown on the 1952 map was not located, nor were any signs of vent or fill pipes noted.

After the site inspection, Morelli discussed regulatory requirements with Mr. John Greco of the Federal Facilities Remediation Section at NYS DEC (Attachment 6). Greco suggested that only the five located tanks be registered and that the existence of the two 550-gallon gasoline tanks, which were not found, be further investigated.

In December 1990 (Attachments 7 and 8), after negotiating an agreement with MTI concerning tank responsibility and then going through the necessary procurement process, the Energy Authority contracted with Domermuth Environmental Services ("Domermuth") to remove and dispose of the five tanks in accordance with State law.

The 550-Gallon Tank at the Old Energy Authority Office
(Building 17)

The 550-gallon tank near the old Energy Authority office building was located just outside the north wall of that building. The top photograph on Attachment 9, taken after the excavation, shows the exterior of the north wall. The "x" mark in the foreground of that photo shows the location of the 550-gallon tank. The bottom photograph on Attachment 9 shows the heating system located just inside the north wall of the same building.

Domermuth arrived at the site to begin the work on December 17, 1990. When they checked the contents of the 550-gallon tank, they found approximately 400 gallons of fuel oil and transferred that fuel oil to MTI's newly installed 5,000-gallon aboveground storage tank. The 550-gallon tank was removed without incident. As in each case, the soil was visually inspected, and the contractor went down into the hole, rubbed the soil in his hands and smelled it. In this case, the soil beneath the tank was found to be clean and without odor of petroleum product. The tank was made of steel and was undamaged. There were no holes in the tank and no signs of rust or pitting. The excavation was backfilled. (Energy Authority Project Manager John Morelli's contemporaneous memorandum, which describes the work done on December 17 is annexed as Attachment 10.)

On December 18, 1990, Gerard Bradley, NYS DEC's UST inspector, inspected the tank.

The Two 10,000-Gallon Tanks at the PTI Facility

As indicated in the 1952 GE map and the 1986 letter from PTI, there were two 10,000-gallon tanks located in the vicinity of the PTI facility. One tank was located just outside the northwest wall of Building 25S (the PTI facility). The top photograph on Attachment 11 shows the northwest exterior wall. The "x" in foreground shows the location of the 10,000-gallon tank. The building's heating system was located just within the northwest exterior wall, in the western corner. The bottom photograph on Attachment 11 shows the heating system and the interior of the northwest wall.

This tank was excavated by Domermuth on December 17, 1990. No contaminated soil was found during the removal. The top photograph on Attachment 12 shows the excavation. (The grayish material shown in the photograph is rubble from the asphalt pavement.) The tank was examined and found to have maintained its structural integrity with no holes or signs of rust or pitting. No holes were located. This tank and the other 10,000-gallon tank described below were both found to be made of steel. The bottom photograph on Attachment 12 shows the tanks in the process of being cut up for removal. (The foreground of that photograph also shows the 550-gallon tank removed from the old Energy Authority office after that tank was cut up.) The top photograph on Attachment 13 shows a cross section of one of the 10,000-gallon tanks after it had been cut.

The second 10,000 gallon tank was located east of Building 25S and

northeast of Building 25A (the concrete bunker). The bottom photograph on Attachment 13 shows the northeast exterior wall of Building 25A. The "x" in the foreground shows the location of the 10,000-gallon tank. This tank was excavated by Domermuth on December 18, 1990. (See the contemporaneous memorandum of John Morelli, describing the work done on December 18, Attachment 14). The soil in the area of the excavation was found to be free of any contamination. The top photograph on Attachment 15 shows the excavation. The tank was found to have maintained its structural integrity and there were no holes or evidence of rust or pitting.

On December 18, 1990, Gerard Bradley, NYS DEC's UST inspector, inspected both 10,000-gallon tank excavations, found them to be satisfactorily clean and gave permission to backfill the excavations.

The 4,000 and 5,000-Gallon Tanks at the MTI Facility

The two tanks in the vicinity of the MTI facility, which were manifolded together, were located southeast of Building 20H (the MTI heating building) and northeast of building 20 (the MTI facility). The bottom photograph on Attachment 15 shows the location of the two tanks marked by "x"s and the southeast exterior wall of Building 20H. The top photograph on Attachment 16 shows the tank locations and both the southeast exterior wall of Building 20H and the northeast exterior wall of Building 20. Building 20H houses the heating system for the MTI facility as shown on the bottom photograph on Attachment 16.

On December 18, 1990, a precision tightness test was performed on the 4,000-gallon tank by Valley Equipment Company, Inc. of Schenectady, New York, under a subcontract with Domermuth. The test determined that there was no leakage from the tank. The top photograph on Attachment 17 was taken during the tightness test.

The 5,000-gallon tank was removed by Domermuth at approximately 11:00am on December 19, 1990. There was a trace of oil spill material along the side of the tank. The contractor went down into the hole and smelled handfuls of soil from various locations within the excavation and found them to be uncontaminated. John Morelli called Gerard Bradley and requested that he inspect before the hole was closed. The tank was made of steel and was found to be intact with no signs of any damage before it was removed and no rust or pitting. The bottom photograph on Attachment 17 shows the 5,000-gallon tank after removal.

The 4,000-gallon tank was removed next. That tank was also made of steel and was also found to be intact. Although there was some pitting on the surface, there was no evidence of any holes or leakage. The top photograph on Attachment 18 shows the 4,000-gallon tank after removal. There was no trace of any contaminated soil. The bottom photograph on Attachment 18 shows the excavation after the tanks were removed. The two manifolded tanks were piped directly to the MTI heating building. Attachment 19 is John Morelli's contemporaneous memorandum of the work done on December 19.

Gerard Bradley arrived at approximately 1:00 pm on December 19,

inspected the excavation and approved the backfilling of the hole.

Two Tanks Not Found

In addition to the five tanks that were removed as described above, the 1952 GE map showed two 550-gallon gasoline tanks. One of these tanks was shown to be southwest of Building 20. As close as John Morelli could determine from the map, the "x" on the top photograph on Attachment 20 marks the reported location of that tank. However, there was no sign of any fill pipe or vent pipe at that precise location. Morelli asked Ernest Haffner of MTI whether Haffner knew anything about the reported tank. Haffner said he "vaguely recalled" having removed such a tank when MTI constructed a concrete pad in front of their facility many years before. Morelli did notice a pipe that could have been connected to such a tank outside Building 20N (an MTI storage shed) approximately 50 feet from the mapped location. That pipe is shown in the bottom photograph on Attachment 20. After consultation with Gerard Bradley, Morelli instructed Domermuth to excavate around the pipe. On December 20, Domermuth excavated the area around the pipe to a depth of about six feet. The pipe turned out to be an access port for an underground water supply pipe. The top photograph on Attachment 21 shows the excavation.

The 1952 map also showed a 550-gallon tank just outside the southwest exterior wall of Building 25S (the PTI facility). The bottom photograph on Attachment 21 shows that location. Located just inside that wall is a pad that might have served as the base of a back-up gasoline power generator. The pad is shown on the top photograph of Attachment 22. Again after consulting with Bradley, Morelli instructed Domermuth to excavate the location outside the southwest wall of Building 25S to a depth of approximately six feet. There was no tank in that location. However, the excavation did reveal a pipe that led into the building. The pipe appeared to have been cut, suggesting that the tank had existed and had been removed. The excavation revealed no signs of contamination. The bottom photograph on Attachment 22 shows the excavation outside the southwest wall of Building 25S. Attachment 23 is John Morelli's contemporaneous memorandum concerning the work done on December 20.

DEC Notice of Substantial Compliance

On January 8, 1991 (see Attachment 24), the Energy Authority received notice that its facility was in substantial compliance with State Petroleum Bulk Storage regulations. In the inspection report by inspector Gerard Bradley which accompanied this notification, it was stated that all belowground tanks had been removed, that no evidence of spills existed and that no holes were identified in any of the tanks removed.

Conclusion

Based upon the above, the Energy Authority requests that the seven tanks indicated on the 1952 GE map as possibly located on State-owned land be excluded from further investigation during the Remedial Investigation, with the exception of the 550-gallon gasoline tank shown to be at the MTI facility.

Four of the five tanks that were located and excavated were found to be

petroleum storage tanks connected to heating systems. Under section 4.28 of the Workplan, such tanks need not be investigated. In addition, those four tanks and the fifth tank that was located and excavated, that is the 10,000 gallon storage tank east of Building 25S, were found to be intact with no evidence of any leakage. Accordingly, none of the five tanks could serve as potential sources of contamination and should be excluded from further investigation for that reason.

Finally, although the Energy Authority did not find a tank outside the southwest wall of Building 25S as indicated on the 1952 GE map, it appears that the tank that was there was a gasoline tank connected to a back-up generator and that it was removed some time ago. The excavation performed by the Energy Authority in its attempt to locate that tank showed no signs of contaminated soil. This tank should also be excluded from further investigation.

ATTACHMENT 1

POWER TECHNOLOGIES INC.

P.O. BOX 1058 1482 ERIE BOULEVARD SCHENECTADY, N.Y. 12301-1058
518 374-1220 TELEX 145498

April 17, 1986

Mr. Steven F. Lewis
Manager of Contracts
New York State
Energy Research and Development Authority
Two Rockefeller Plaza
Albany, NY 12223

APR 18 1986

CONTRACT MANAGEMENT

Subject: NYSDEC Request for Information on Underground Tanks

Dear Steve:

This letter will serve to document our brief meeting on April 17 concerning Comm. H. G. Williams' March 1986 request for information on underground tanks. As noted in his letter, there are two requests, one for information on certain underground tanks is requested by May 8, 1986. The other request concerns tank registration and is due by Dec. 27, 1986. The information requested by May 8, 1986 concerns underground tanks which are used or have been used for storing petroleum or a hazardous substance. As lessee of a portion of the Saratoga Research and Development Center, Power Technologies offers the following information to assist NYSERDA in preparation of a response to the DEC request. To the best of our knowledge, there are two buried tanks on the portion of the Saratoga Research and Development center that PTI leases from NYSERDA. The first tank is immediately north of Building 25, its capacity does not exceed 10,000 gallons, and it had been used to store heating oil by the prior tenants or owners. The tank is presently empty and out of use.

The second tank is east of Building 25, its capacity does not exceed 10,000 gallons. The tank is within a berm defined by the roadway east of Bldg 25 and a ditch running along the property line. The tank is presently empty and unused. PTI had made use of this tank as a reservoir for cable electrical insulating oil for the HPOF cable heat transfer and fluid flow tests sponsored by NYSASDA during 1972-1975. The cable oil used for these tests was Sun #4. As requested, a copy of the pickup receipt for the removal of the cable oils is attached to this letter.

Neither the Sun #4 nor the heating oil appears in the hazardous substance list that was appended to Commissioner Williams' March 1986 letter. It would appear that the first tank is explicitly excluded from the request for notification but that the second tank does fall within the request for notification by May 8, 1986.

It would appear that both tanks will require registration by Dec. 27, 1986, should they remain in place. It is our recommendation that NYSERDA render them closed permanently or remove them.

To assist NYSERDA in complying with the DEC request, I have marked a copy of EPA Form 7350-1 with information that PTI has concerning the two tanks.

Sincerely yours,



R.J. Ringlee
Principal Consultant

RJR:1hb
Encls.

cc: D. D. Wilson
J. A. Williams
T. Aabo
J. Baumgarten - NYSERDA

PICK - UP RECEIPT

77 HAW

NORTHEAST OIL RECYCLING

Stuyvesant, New York 12173

518-758-6253

Date

2/25/86

DEC NO 4A-013

Picked Up From

POWER TECHNOLOGIES INC

Address

MALTA N.Y.

QUANTITY	ITEM	
<i>3300</i>	<i>GLS SUN #4 OIL</i>	<i>Removed From</i>
<i>(Dielectric)</i>		
<i>500</i>	<i>GLS *RECEIVED</i>	<i>MALTA FACILITY</i>
	<i>Full OIL</i>	
	<i>MAR 14 1986</i>	<i>AT NO CHARGE TO</i>
	<i>POWER TECHNOLOGIES, INC.</i>	
	<i>SCHENECTADY, N.Y.</i>	<i>Either Party</i>
<i>Received Copy of</i>	<i>Report</i>	
<i>27 Dielectric OIL SHOWING NO PCBs</i>		

Charge/Note

Receiver

Driver

KNOTT

WASTE TRANSPORTER PERMIT

Pursuant to 6 NYCRR Part 364

No. of Additional Sheets Attached 0

NYSDOT PERMIT NUMBER 4A-013	EPA TRANSPORTER ID NUMBER NYD980757462	VEHICLE STATE AND LICENSE NUMBER NY 43330GS
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THIS IS TO CERTIFY THAT:

BUSINESS NAME

NORTHEAST OIL RECYCLING, INC.

MAILING ADDRESS

8728 PIVERVIEW STREET

CITY

STUYVESANT

COUNTY

COLUMBIA

STATE

NY

ZIP CODE

12173

Having complied with the provisions of Environmental Conservation Law Title 3, of Article 27, is hereby authorized
to transport in the State of New York in the manner described herein.

TYPE OF WASTE AND LOCATION OF TREATMENT, STORAGE OR DISPOSAL FACILITY:

TSD # 1 INFORMATION**NYD980757462****GOIL OIL COMPANY, INC.****1005 ROUTE 9****CASTLETON****NY 12033****WASTE WASTE DESCRIPTION****NO05****GEAR OIL****NO01****AUTOMOTIVE CRANKCASE OIL****NO02****CONTAMINATED FUEL OIL****NO03****LUBE/HYDRAULIC OIL****NO04****TRANSMISSION FLUID****NO06****NON-PCB DIELECTRIC OIL****NO07****EMULSIFIED CUTTING OIL****NO13****TANK BOTTOMS-FUELS****RECEIVED****MAR - 1986****POWER TECHNOLOGIES, INC.****SCHEMECTADY, N.Y.*****END OF PERMIT***

THIS PERMIT WILL EXPIRE AT MIDNIGHT JULY 31 19 86 and is subject to revocation at any time. This permit is not transferrable.

In witness whereof, the Department of Environmental Conservation has caused this permit to be executed on this 30 day of JULY 19 85.

[Signature]
New York State Department of Environmental Conservation Representative

NOTE: This Permit does not relieve the transporter of the responsibility of complying with any other applicable federal, state or local regulations. Please refer to warning notice on back of this Permit.

VI. DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location.)

Tank Identification No. (e.g., ABC-123), or Arbitrarily Assigned Sequential Number (e.g., 1,2,3...)	Tank No. 1	Tank No. 2	Tank No.	Tank No.	Tank No.
1. Status of Tank (Mark all that apply ☐)					
Currently in Use	☐	☐	☐	☐	☐
Temporarily Out of Use	☒	☒	☐	☐	☐
Permanently Out of Use	☐	☐	☐	☐	☐
Brought into Use after 5/8/86	☐	☐	☐	☐	☐
2. Estimated Age (Years)	35-40	35-40			
3. Estimated Total Capacity (Gallons)	≤ 10,000	≤ 10,000			
4. Material of Construction (Mark one ☐)					
Steel	☒	☒	☐	☐	☐
Concrete	☐	☐	☐	☐	☐
Fiberglass Reinforced Plastic	☐	☐	☐	☐	☐
Unknown	☐	☐	☐	☐	☐
Other, Please Specify					
5. Internal Protection (Mark all that apply ☐)					
Cathodic Protection	☐	☐	☐	☐	☐
Interior Lining (e.g., epoxy resins)	☐	☐	☐	☐	☐
None	☐	☐	☐	☐	☐
Unknown	☒	☒	☐	☐	☐
Other, Please Specify					
6. External Protection (Mark all that apply ☐)					
Cathodic Protection	☐	☐	☐	☐	☐
Painted (e.g., asphaltic)	☐	☐	☐	☐	☐
Fiberglass Reinforced Plastic Coated	☐	☐	☐	☐	☐
None	☐	☐	☐	☐	☐
Unknown	☒	☒	☐	☐	☐
Other, Please Specify					
7. Piping (Mark all that apply ☐)					
Bare Steel	☐	☐	☐	☐	☐
Galvanized Steel	☐	☐	☐	☐	☐
Fiberglass Reinforced Plastic	☐	☐	☐	☐	☐
Cathodically Protected	☐	☐	☐	☐	☐
Unknown	☒	☒	☐	☐	☐
Other, Please Specify					
8. Substance Currently or Last Stored in Greatest Quantity by Volume (Mark all that apply ☐)					
a. Empty	☒	☒	☐	☐	☐
b. Petroleum					
Diesel	☐	☐	☐	☐	☐
Kerosene	☐	☐	☐	☐	☐
Gasoline (including alcohol blends)	☐	☐	☐	☐	☐
Used Oil	☐	☐	☐	☐	☐
Other, Please Specify	#2 Heat oil	Sun #4			
c. Hazardous Substance	☐	☐	☐	☐	☐
Please Indicate Name of Principal CERCLA Substance OR Chemical Abstract Service (CAS) No.					
Mark box ☐ if tank stores a mixture of substances	☐	☐	☐	☐	☐
d. Unknown	☐	☐	☐	☐	☐
9. Additional Information (for tanks permanently taken out of service)					
a. Estimated date last used (mo/yr)	/	/	/	/	/
b. Estimated quantity of substance remaining (gal.)					
c. Mark box ☐ if tank was filled with inert material (e.g., sand, concrete)	☐	☐	☐	☐	☐

ATTACHMENT 2

ATTACHMENT 3



NEW YORK STATE
ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

AGENCY BUILDING NO. 2 · EMPIRE STATE PLAZA
Albany, New York 12223 · (518) 465-6251

PURCHASE ORDER

TO: North American Tank Testing P.O. Box 6637 Albany, New York 12206 Attn: Mr. Peter Dankelman (The "Vendor")	DATE November 29, 1989	PURCHASE ORDER NUMBER A 98-7 SHOW ON INVOICE: AND SHIPMENTS
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SHIP TO:

Unless otherwise indicated, all prices are F.O.B. Destination

Discount Terms N/A % Days.

DELIVERY DATE See Exhibit A

PLEASE FURNISH THE FOLLOWING, SUBJECT TO THE CONDITIONS ON THE REVERSE HEREOF:

QUANTITY	DESCRIPTION	PRICE	
	The Vendor shall locate up to 7 underground storage tanks believed to exist at the Saratoga Research and Development Center in Malta, New York, determine contents of each tank, and develop a work plan and cost estimate for implementing appropriate actions as more fully described in Exhibit A, Statement of Work, and in compliance with Exhibit B, Standard Terms and Conditions for all Energy Authority Agreements. Request for payment by the Vendor, and payment by the Energy Authority shall be made in accordance with Exhibit D, Prompt Payment Policy Statement. The aforementioned exhibits are attached hereto and made a part hereof. All work shall be performed at the rate of \$25.00 per hour, plus reasonable expenses, and the total costs shall not exceed.....	\$400.	00

THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY IS EXEMPT FROM PAYMENT OF ALL FEDERAL AND NEW YORK SALES TAXES, COMPENSATING USE TAXES AND EXCISE TAXES. DO NOT INCLUDE SUCH TAXES WHEN SUBMITTING INVOICES. RETAIN THIS PURCHASE ORDER TO SUBSTANTIATE THE EXEMPT SALE.

NOTE: ENCLOSED ACKNOWLEDGMENT COPY MUST BE SIGNED AND RETURNED TO THE NEW YORK STATE ENERGY RESEARCH & DEVELOPMENT AUTHORITY TO MAKE ORDER EFFECTIVE.

MAIL INVOICES IN DUPLICATE

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

ORIGINAL COPY: Retain for your records.

By _____
AUTHORIZED SIGNATURE

EXHIBIT A

STATEMENT OF WORK

OBJECTIVES.

The objectives of this work are to assist the Energy Authority to: (1) in accordance with applicable State and federal regulations, locate and register up to seven underground storage tanks (USTs) which are described below and believed to exist at the property known as the Saratoga Research and Development Center (SRDC) in Malta, New York; (2) determine the quantity and nature of the contents of each; and (3) on a tank-specific basis, develop a work plan and cost estimate for implementing all appropriate actions.

Task 1 - Tank Registration.

The Vendor shall visit the below listed locations at the SRDC and locate the corresponding USTs:

<u>Description</u>	<u>Uses</u>	<u>Status</u>	<u>Proposed Action</u>
<u>ERDA Office</u>			
550 gallon	Fuel oil	Temporarily not in use. Contents unknown.	State registration. ✓ Temporary closure.
<u>MTI Facility</u>			
550 gallon	Gasoline.	Permanently not in use. Contents unknown. May not exist.	State and federal registration. ✓ Permanent closure*.
5,000 gallon	No.2 fuel oil.	In use. Connected to a 4,000 gal. tank. Used by tenant for on-site con- sumption.	State registration. ✓ Tightness testing.
4,000 gallon	No.2 fuel oil.	In use. Connected to the 5,000 gal. tank listed above. Used by tenant for on-site consumption.	State registration. ✓ Tightness testing.
<u>PTI Facility</u>			
550 gallon	Gasoline.	Permanently not in use. Contents unknown. May not exist.	State and federal registration. Permanent closure*.
10,000 gallon	Fuel oil.	Temporarily not in use. Contents unknown.	State registration. Tightness testing. Temporary closure.
10,000 gallon	Jet fuel and No. 4 cable oil.	Permanently not in use. Contents unknown.	State and federal registration. ✓ Permanent closure*.

* All permanent closures shall include visual inspection and/or testing of the soil, as necessary to determine whether leakage occurred.

The Vendor shall determine the capacity, type (e.g., steel, epoxy-lined, etc.), and contents (volume and material) for each tank.

The Vendor shall complete the appropriate State and federal registration forms and deliver them to the Energy Authority's project manager within 15 working days of receiving this Purchase Order.

Task 2 - Work Plan Development.

The Vendor shall develop a cost-effective and environmentally sound Work Plan for implementation of the Proposed Actions. The Work Plan shall include a detailed cost estimate, on a tank-specific basis, for this work.

The Vendor shall submit this Work Plan, in writing, to the Energy Authority's project manager within 25 working days of the receipt of this Purchase Order.

ATTACHMENT 4

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

MEMORANDUM

January 10, 1990

TO: Sandra Hutchinson
FROM: John Morelli
SUBJECT: Underground Storage Tank Investigation at SRDC

On Tuesday, January 9th, I visited the SRDC with Mr. Peter Dankleman of North American Tank Testing, for the purpose of locating and registering the underground storage tanks at that facility and to enable him to provide us with an estimate of the cost of testing and closing these tanks as may be required by law. We located the fuel oil tank at the Energy Authority office and found it to be almost full of what appeared to be No. 2 fuel oil. About an inch and a half of water exists at the bottom of this tank. Dankleman will give us an estimate for removing the tank and replacing it with an above ground tank of similar size.

At the MTI facility, we located the 4,000 and 5,000 No. 2 fuel oil underground storage tanks which are currently in use. Dankleman will give us an estimate on the cost of testing those tanks. A third tank which was indicated on a 1952 map as a 550 gallon underground gasoline storage tank was not located. Dankleman will give us an estimate on the cost of returning to the site with a metal detector to see if we could locate that tank.

At the PTI facility, we were only able to locate one out of the three tanks reported to exist at that site. This was the 10,000 gallon jet fuel storage tank, which appears at this time to contain only a couple of inches of fuel oil. A second 10,000 gallon tank, which was reported to contain fuel oil, was not located although we did identify a vent pipe which probably leads to the tank. We intend to also come back with a metal detector to locate the fill pipe for this tank. A 550 gallon gasoline tank reported to exist at the PTI site was not located nor were any signs of vent or fill pipes noted. I asked for an estimate for complete removal of all three of these tanks.

It may be that we will not be able to locate the gasoline tanks at either the MTI or PTI facilities with a metal detector. In such case, I would assume that they do not exist. They may have been removed or never installed. Neither the staff at MTI nor PTI knew anything whatsoever about these gasoline tanks. Our only indication that they existed at the site was that they appeared on a 1952 site plan prepared by General Electric.

The staff at PTI mentioned that they removed a 3,000 gallon storage tank sometime ago and found it encased in concrete. We were not able to determine whether any of the tanks we examined were encased in concrete, but if they are, it will cost a lot more to get them out of the ground. We should keep this in mind when we are preparing to procure services for the tank removal. The registration of these tanks will cost the Energy Authority \$250.00. Whether or not we include gasoline tanks on the registration will be determined after we have again visited the site with the metal detector.

JM/sjb/m
cc: J. Visalli

ATTACHMENT 5



11 January 1990

John Morelli, Senior Project Engineer
New York State Energy Research and
Development Authority
Two Rockefeller Plaza
Albany, NY 12223

Dear Mr. Morelli:

I have enclosed the project report
requested by Purchase Order # A987.

Please call if you have any questions.
I believe this report completes the
work requested.

Also, I have further information on
techniques for investigation for
finding the other tanks.

Yours truly,

Peter Dankelman

**North
American**

**TANK
TESTING
SPECIALISTS**

P.O. BOX 6637
ALBANY, NY 12206

518-456-3780



11 January 1990

FROM: Peter Dankelman

TO: John Morelli, Senior Project
Manager

REFERENCE: PO A987 and visit to SRDC at
Malta, NY

1) Registration - New York State required
only. Please sign, enclose \$250.00 fee and
send to your Region:

Petroleum Bulk Storage
NYS Encon
Route 86
Ray Brook, NY 12977

Tel# (518) 891-1370

2) Physical Observations -

Tank #1 at Office: 550 gallon capacity.
Contains 475 gallons of #2 oil.
44 inch dia., 44 inch fillpipe.
Fillpipe 2 feet above grade.
1.5 inches of water in tank
bottom.

Tanks #2 and #3 in use behind MTI
building. #2 is 4,000 gallon,
62 in. dia. 98 in. fillpipe.
#3 is 5,000 gallon, 85 in dia.
58 in. fillpipe. Both tanks contain
number two and they are connected
together in manifold.

**North
American**

**TANK
TESTING
SPECIALISTS**

P.O. BOX 6637
ALBANY, NY 12206

518-456-3780



Tank #4 in front of MTI building near shed. All that was found was a 3 in. dia. pipe 83 in. long perpendicular to the grade and 14 in. above the grade. We were unable to locate a tank top with a stick with a nail in the end. We were unable to find a ventpipe in the area. 550 gallon gasoline.

not registered

Tank #5 adjacent to PTI building. 10,000 gal. gasoline. Ventline observed along outside building wall. No fillpipe observed in area.

not registered

Tank #6 adjacent to PTI building. 550 gal. gasoline. No observable physical evidence of tank.

not registered

Tank #7 opposite the rocket engine testing area. 10,000 gallon. 120 in dia. 66 in. fillpipe. Observed 3.5 in. of #2 oil or someother petroleum based product. 1 in. of water.

All tanks were covered with soil and none with asphalt or concrete. Tank #7 has pine trees growing over it. The trees are 40 to 60 feet high.

3) Tightness testing - tanks #3 and #4. Tanks must be filled up into the fillpipes. The product must stay unused for 10 hours before testing. Cost: \$500.00 for both tanks.

4) Cost of Permanent Closure - complete disposal of tanks and product in the tanks.

Quote for tanks #1, and #7 - \$4700.00
Quote for tanks #1, #7, #4, #5, and #6
(assume no liquid product in #4, #5, and #6)
- \$8,000.

5) Visual inspection and/or testing of the soil will be the responsibility of NY Dept. of Environmental Conservation. NY ENCON must be notified within 30 days of permanent closure. No charge. Disposal Contractor should also keep NY ENCON up to date on any discovered leakage.

**North
American**
**TANK
TESTING
SPECIALISTS**

P.O. BOX 6637
ALBANY, NY 12206

518-456-3780

Peter Dankelman, Pres.

ATTACHMENT 6

6

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

M E M O R A N D U M

DATE: January 25, 1990

TO: Sandra Hutchinson
FROM: John Morelli
SUBJ: UST Registration

After our conversation earlier this week concerning whether or not to register the two gasoline tanks which were indicated on the 1952 G.E. site plan but not located during my January 9th site visit, I had the opportunity to talk to Mr. John Greco of the Federal Facilities Remediation Section at NYSDEC about his view of the proposed RI. He mentioned that he had prepared substantial comments and recommendations and expected to send them to EPA earlier this week. We also discussed the Energy Authority's underground storage tanks and our current efforts to bring them into compliance. When I told him that we were considering registering two tanks that we were not able to locate, he suggested that we wait until the UST investigation task of the RI is performed. This seems a very sensible suggestion. It is consequently my recommendation that we do not register the two gasoline tanks until we determine, by means of the RI, that they truly do exist.

Attached is a blank registration form for the revision. The registration fee will remain the same.

ATTACHMENT 7



NEW YORK STATE
ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

AGENCY BUILDING NO. 2 · EMPIRE STATE PLAZA
Albany, New York 12223 · (518) 465-6251

PURCHASE ORDER

TO: Domermuth Environmental Services P.O. Box 62 Clarksville, New York 12041 (The "Vendor")	DATE November 28, 1990	PURCHASE ORDER NUMBER A 1128 SHOW ON INVOICES AND SHIPMENTS
--	-------------------------------	--

SHIP TO:

Unless otherwise indicated, all prices are F.O.B. Destination

Discount Terms _____ % _____ Days.

DELIVERY DATE _____

PLEASE FURNISH THE FOLLOWING, SUBJECT TO THE CONDITIONS ON THE REVERSE HEREOF:

QUANTITY	DESCRIPTION	PRICE
	Domermuth Environmental Services, (hereinafter the "Contractor") shall remove and dispose of five (5) tanks at the Saratoga Research and Development Center in accordance with the attached attached Exhibit A, Statement of Work. The Work described in Exhibit A shall commence immediately and shall be completed by December 31, 1990. The hourly Labor and Equipment rates shall not exceed those enumerated in attached Exhibit B. The Contractor shall maintain insurance coverage as set forth in the attached Exhibit C and shall provide to the Energy Authority prior to the beginning of the Work an insurance certificate evidencing such insurance and naming the Energy Authority and the State of New York as additional insureds. The Total Cost of the Work shall not exceed \$25,400. The Contractor shall submit to the Energy Authority an invoice after completion of the Work. The Energy Authority shall provide payment to the Contractor, in accordance with the Energy Authority's Prompt Payment Policy Statement attached hereto as Exhibit D and made a part hereof, provided the Contractor has satisfactorily completed all of the task within Exhibit A. TOTAL COST NOT TO EXCEED	\$25,400. 00

THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY IS EXEMPT FROM PAYMENT OF ALL FEDERAL AND NEW YORK SALES TAXES, COMPENSATING USE TAXES AND EXCISE TAXES. DO NOT INCLUDE SUCH TAXES WHEN SUBMITTING INVOICES. RETAIN THIS PURCHASE ORDER TO SUBSTANTIATE THE EXEMPT SALE.

NOTE: ENCLOSED ACKNOWLEDGMENT COPY MUST BE SIGNED AND RETURNED TO THE NEW YORK STATE ENERGY RESEARCH & DEVELOPMENT AUTHORITY TO MAKE ORDER EFFECTIVE.

MAIL INVOICES IN DUPLICATE

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

ORIGINAL COPY: Retain for your records.

By _____
AUTHORIZED SIGNATURE

EXHIBIT A
STATEMENT OF WORK

OBJECTIVE

The objective of this work is to bring the Saratoga Research and Development Center (SRDC) into compliance with New York State's regulations governing underground storage tanks (USTs) by:(1) removing the five (5) USTs currently known to exist at the SRDC as a tank closure alternative in accordance with Part 613, Handling and Storage of Petroleum, of Title 6 of the New York Code of Rules and Regulations (6NYCRR); and (2) disposing of the USTs, their contents and any contaminated debris resulting from their operation in accordance with Part 360, Solid Waste Management Facilities and Part 364, Waste Transporter Permits of 6NYCRR.

DESCRIPTION

There are five (5) USTs known to currently exist at the SRDC:

1. A 550 gallon out-of-service UST exists at the "NYSERDA Office" facility. This tank contains approximately 400 gallons of No.2 fuel oil;
2. A 4,000 gallon operating UST exists at the Mechanical Technologies, Incorporated (MTI) facility. This tank is operated by MTI and contains an unknown quantity of No.2 fuel oil. It is anticipated that this tank will be emptied by MTI prior to removal;
3. A 5,000 gallon operating UST exists at the Mechanical Technologies, Incorporated (MTI) facility. This tank is operated by MTI and contains an unknown quantity of No.2 fuel oil. It is anticipated that this tank will be emptied by MIT prior to removal;
4. A 10,000 gallon out-of-service UST exists at the "PTI" facility. This tank reportedly was used originally to store jet fuel and subsequently, cable oil. A recent inspection of the contents of this tank revealed what appeared to be a small amount of No.2 fuel oil; and
5. Another 10,000 gallon out-of-service UST exists at the "PTI" facility. This UST reportedly was used to store fuel oil. The present quantity of the contents are unknown.

TASKS

The Vendor shall provide all labor and materials to Perform the following tasks:

Task 1. Disposal Plan

1.1 The Vendor shall prepare and submit, in writing to the Energy Authority's Project Manager, John Morelli, a Disposal Plan which shall:

- (a) identify the types of waste anticipated to be disposed of and the authorized treatment or disposal facilities at which such wastes will be disposed;
- (b) include a copy of the Vendor's New York State Waste Transporter Permit authorizing the transport of such wastes to the identified treatment or disposal facilities;
- (c) include a schedule of activities.

The Vendor shall submit the Disposal Plan along with the executed copies of the Energy Authority Purchase Order.

Task 2. Test 4,000 gallon UST and piping system at MTI

2.1 The Vendor shall subcontract with Valley Equipment Company, Inc., Schenectady, NY, to perform a tightness test in a manner consistent with the criteria set forth in paragraph 613.5(a)(6) of Part 612 of Title 6 NYCRR on the 4,000 gallon UST and the system piping at the MTI facility. Prior to performing this test, the Vendor or its subcontractor shall disconnect and cap the piping at the 5,000 gallon UST (which is manifolded to the 4,000 gallon UST).

Task 3. Empty Tanks

3.1 The Vendor shall pump out all USTs and dispose of their contents in accordance with the authorized disposal Plan, schedule and budget.

3.2 The Vendor shall submit to the Energy Authority's project manager, appropriate documentation of all disposal activities conducted under this task, including, but not necessarily limited to, transporter manifests, bills of lading and waste receipts from each treatment or disposal facility. This documentation shall account for all disposed materials.

Task 4. Remove Tanks

4.1 The Vendor shall remove the five (5) USTs.

4.2 During this work, the Vendor shall not leave any excavation site unattended without the emplacement of effective barriers and warnings.

4.3 The Vendor shall fill, grade seed and otherwise restore each excavation so as to coincide with the surrounding terrain and not significantly alter existing drainage patterns.

Task 5. Dispose of Tanks and Debris

5.1 The Vendor shall dispose of all solid waste material in accordance with the authorized Disposal Plan, schedule and budget.

5.2 The Vendor shall submit to the Energy Authority's project manager, appropriate documentation of all disposal activities conducted under this task including, but not limited to, transporter manifests, bills of lading and waste receipts from each treatment or disposal facility. This documentation shall account for all disposed materials.

BUDGET

Tank (1) 4,000 gallons	\$3,000
Pressure Test	500
Tank (2) 5,000 gallons	4,000
Tanks (3,4) 10,000 gallons (\$6,000 per tank)	12,000
Tank (5) 550 gallons	1,500
Liquid disposal at \$1.05 per gallon	2,000
Removal and disposal of soil at \$55.00 per ton	2,000
Transfer 4,000 gallons of #2 fuel oil to another tank at \$0.10 per gallon	400
TOTAL COST NOT TO EXCEED	\$25,400

SCHEDULE

The Work shall commence immediately and shall be completed by December 31, 1990.

EXHIBIT B

REVISED 1/90

STANDARD TERMS AND CONDITIONS FOR ALL ENERGY AUTHORITY AGREEMENTS

(Based on Standard Clauses for New York State Contracts)

The parties to the attached agreement, contract, license, lease, amendment, modification or other agreement of any kind (hereinafter, "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the Energy Authority, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Energy Authority a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Energy Authority within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. The Energy Authority shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the Energy Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to the Energy Authority with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the Energy Authority for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit B, the terms of this Exhibit B shall control.

7. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

8. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the Energy Authority's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

9. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Energy Authority's receipt of the return thereof by the

United States Postal Service as refused or undeliverable. Contractor must promptly notify the Energy Authority, in writing, of each and every change of address to which service of process can be made. Service by the Energy Authority to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

10. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, the Energy Authority comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to the Energy Authority, convicted of a felony, under the laws of the United States or Territory of the United States, then the Energy Authority may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, the Energy Authority comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then the Energy Authority may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, the Energy Authority may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. PROGRESS REPORT FORMAT. Monthly Progress reports shall be submitted in duplicate no later than the 15th of each month. One copy shall be sent to the Energy Authority's Contract Administrator and one copy to the Energy Authority's Project Manager. Monthly reports shall be in a letter format and shall include the following subjects in the order indicated, with appropriate explanation and discussion:

- a. Title of project.
- b. Agreement number.
- c. Period of this report.
- d. Progress of report.
- e. Planned progress in the future.
- f. Identification of problems.
- g. Planned solutions.
- h. Ability to meet schedule, reasons for slippage in schedule
- i. Schedule - percentage completed and projected percentage of completion of performance by months - could be a bar chart or milestone chart.
- j. Analysis of actual cost incurred in relation to budget.

EXHIBIT C

INSURANCE

Maintenance of Insurance; Policy Provisions. The Contractor, and any subcontractors regardless of tier, at no additional cost to the Energy Authority, shall maintain or cause to be maintained throughout the term of this Purchase Order, insurance of the types and in the amounts specified in the section hereof titled, Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) name or be endorsed to cover the Energy Authority, State of New York and the Contractor as insureds, as their respective interests may appear;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by the Energy Authority of written notice thereof; and
- (c) be reasonably satisfactory to the Energy Authority in all other respects.

Types of Insurance. The types and amount of insurance required to be maintained are as follows:

- *** (a) Comprehensive general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of the Work, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person; \$2,000,000 in respect of claims arising out of personal injury, sickness or death in any claims arising out of personal injury, sickness or death in any one accident or disaster; and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Comprehensive automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Contractor and the Subcontractors for bodily injury liability, including death and property damage, incurred in connection with the performance of the Work, with minimum limits of \$500,000 in respect of claims arising out of personal injury or sickness or death of any one person; \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster; and \$500,000 in respect of claims arising out of property damage in any one accident or disaster.
- (c) Professional liability insurance for bodily injury liability, including death, and property damage arising out of the rendering of or the failure to render any professional services including but not limited to the preparation or approval of surveys, maps, plans, opinions, reports, designs, specifications, inspections or engineering services by the Contractor in connection with the performance of this Agreement, with minimum limits of \$1,000,000.

*** The General Liability Policy shall include Pollution Liability.

Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to the Energy Authority certificates of insurance issued by the respective insurers, evidencing the insurance required and bearing notations evidencing the payment of premiums thereon or accompanied by other evidence of such

payment satisfactory to the Energy Authority. Upon request by the Energy Authority, the Contractor shall deliver to the Energy Authority a certified copy of each policy. In the event any policy furnished or carried pursuant to this Exhibit C will expire on a date prior to acceptance of the Work by the Energy Authority, the Contractor, not less than 15 days prior to such expiration date shall deliver to the Energy Authority certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due.

EXHIBIT D

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and Applicability.

(a) The purpose of this Part is to implement Section 2880 of the Public Authorities Law by detailing the Authority's policy for making payment promptly on amounts properly due and owing by the Authority under contracts. This Part constitutes the Authority's prompt payment policy statement as required by that Section.

(b) This Part generally applies to payments due and owing by the Authority to a person or business in the private sector under a contract it has entered into with the Authority on or after May 1, 1988. This Part does not apply to payments due and owing:

- (1) under the Eminent Domain Procedure Law;
- (2) as interest allowed on judgements rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;
- (3) to the federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including, but not limited to, counties, cities, towns, villages, school districts, special districts, or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;
- (4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or
- (5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings unless the context shall indicate another or different meaning or intent:

- (a) "Authority" means the New York State Energy Research and Development Authority.
- (b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.
- (c) "Contractor" means any person, partnership, private corporation, or association:

- (1) selling materials, equipment, or supplies or leasing property or equipment to the Authority pursuant to a contract;
 - (2) constructing, reconstructing, rehabilitating, or repairing buildings, highways, or other improvements for, or on behalf of, the Authority pursuant to a contract; or
 - (3) rendering or providing services to the Authority pursuant to a contract.
- (d) "Date of Payment" means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.
- (e) "Designated Payment Office" means the office of the Authority's Controller, located on the 19th floor, at Two Nelson A. Rockefeller Empire State Plaza, Albany, New York 12223.
- (f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt property due and owing to a contractor and payable under all applicable provisions of a contract to which this Park applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments, or judgements against the contractor which have not been properly discharged, waived or released.
- (g) "Prompt Payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to section 504.6.
- (h) "Payment Due Date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 506.
- (i) "Proper Invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property, or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.
- (j) (1) "Receipt of an Invoice" means:
- (A) if the payment is one for which an invoice is required, the later of:
 - (i) the date on which a proper invoice is actually received in the designated payment office during

normal business hours; or

(ii) the date by which, during normal business hours, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(B) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice:

(i) the forty-fifth calendar day before the date so specified or predetermined, if that forty-fifth prior day is before July 1, 1989; and

(ii) otherwise, the thirtieth calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the contract requires a multifaceted, completed, or working system, or delivery of no less than a specified quantity of goods, property, or services and only a portion of such systems or less than the required goods, property, or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the amount of the systems, goods, property, or services are working, completed, or delivered.

(k) "Set-Off" means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

Section 504.3 Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date contract shall be no later than the following:

(a) if receipt of an invoice occurs before July 1, 1989, forty-five calendar days after such receipt; and

(b) if receipt of an invoice occurs on or after July 1, 1989, thirty calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment Procedures.

(a) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property, or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. the invoice shall then promptly be reviewed by

the Authority.

(b) The Authority shall notify the contractor within fifteen calendar days after receipt of an invoice of:

- (1) any defects in the delivered goods, property, or services;
- (2) any defects in the invoice; and
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspect improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defect or improprieties are corrected or otherwise resolved.

(d) If the Authority fails to notify a contractor of a defect or impropriety with the fifteen calendar day period specified in subdivision (b), the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the fifteenth day and the day that notification was transmitted to the contractor. If the authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the payment due date shall be calculated using the original date of receipt of an invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

Section 504.5 Exceptions and Extension of Payment Due Date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

- (a) If the case of a payment which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the day by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.
- (b) If an inspection or testing period, performance verification, audit, or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date

when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

- (c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contractor, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.
- (d) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the Authority.

Section 504.6 Interested Eligibility and Computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e) (1) of the Tax Law. Interest on such a payment due date and ending on the date of payment.

Section 504.7 Sources of Funds to Pay Interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.10 Notice of Objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York state Energy Research and Development Authority, Two Nelson A. Rockefeller Empire State Plaza, Albany, New York 12223. The Vice President of the Authority, or his designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the vice President, or his designee, shall notify the

contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

Section 504.11 Judicial Review. Any determination made by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.10 of this Part of any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.12 Court action or other legal processes.

(a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Section 504.13 Amendments. these regulations may be amended by resolution of the Authority, provided that the Chairman, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

ATTACHMENT 8

Domermuth
Environmental
Services

December 18, 1990

N.Y.S. Energy Research and Development
2 Rockefeller Plaza
Albany, New York 12223

Attn: Mr. John Morelli

Re: Project - Saratoga Research and Development Center, Malta, New York

Dear Mr. Morelli:

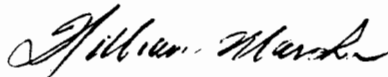
As per your request, I wish to provide you with the following information:

- All solid disposal (oil soaked soil) will be disposed of at the Catskill Landfill Cauterskill Road, Catskill, NY 12414. TSDF #20S27.
- ALL liquid disposal will be handled on the job site by Sheldon Oil Services, P.O. Box 839, Nassau, NY 12123. EPA ID # NYD980-757462. NY ID #4A-181. Sheldon will then dispose of the liquid at Lancaster Oil, 1062 Old Manheim Pike, Lancaster, PA. EPA ID #PAD987266749.

If you have any questions or I can be of further assistance, don't hesitate to call.

Very truly yours,

DOMERMUTH ENVIRONMENTAL SERVICES



William Marohn

(518) 768-2214

(716) 671-3020

(315) 432-1025

**ATTACHMENTS
9 THROUGH 22**

ATTACHMENT 9



ATTACHMENT 10

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

M E M O R A N D U M

December 18, 1990

To: Bob Callender
From: John Morelli 
Subject: Tank Removal at SRDC

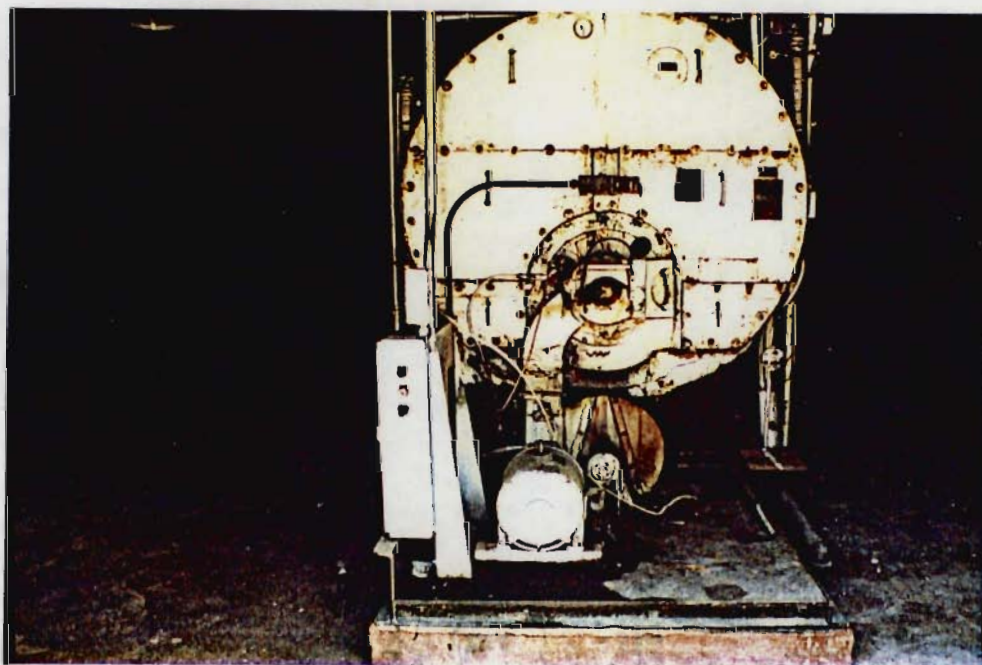
On Monday, December 17, I visited the SRDC to inspect the tank removal activities. We were able to salvage approximately 400 gallons of oil from our office building before removing the 550 gallon tank from the ground. The oil was transferred to MTI's 4,000 gallon tank. The 550 gallon tank was removed without incident and the soil beneath it was clean and had no odor of petroleum product. The excavation was backfilled and tamped and will be seeded in the spring.

In accordance with our tank removal and testing plan, the 4,000 gallon tank at MTI was filled using the oil remaining in the 5,000 gallon tank plus new oil purchased by MTI. MTI connected their new above-ground tank which, incidentally, is a 5,000 gallon tank, not a 4,000 gallon tank as I had previously understood, and put several hundred gallons of oil in the tank to hold them through the pressure test of the 4,000 gallon underground oil tank. Valley Equipment will arrive tomorrow morning and perform the precision tightness test which, I understand, will take approximately three hours.

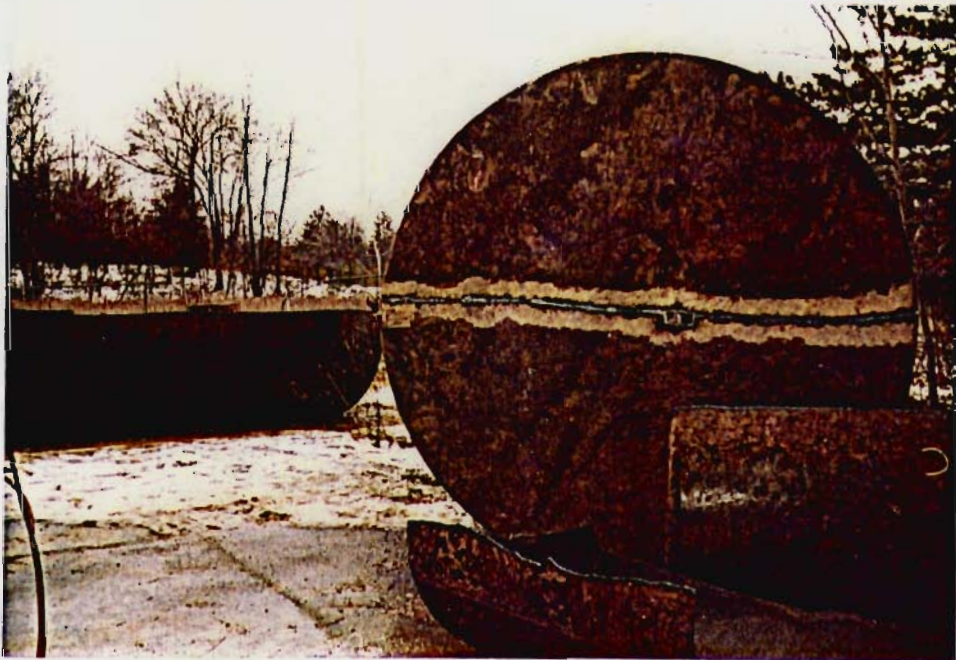
Domervuth (P) excavated the two 10,000 gallon storage tanks at the PPI facility and removed the one nearest the building. This tank was not under the grassy area as we had suspected but turned out to be under the pavement. I authorized them to tear up the pavement to remove it. The excavation is being kept open over night with the hope that DEC will inspect it tomorrow. A soil berm was constructed around the excavation to prevent anyone from accidentally stumbling into it. I called Gerard Bradley of DEC and encouraged them to come out and inspect the work. He said he would try to get there by 2:00 tomorrow.

As noted above, no contaminated soil waste has yet been encountered. Liquid waste, both from the liquids remaining in the tanks and from the liquids required to wash the tanks, have thus far totalled 800 gallons, so we are well within our budget for liquid waste disposal. The two remaining tanks to be removed at MTI will probably contribute a couple of hundred gallons more to this quantity.

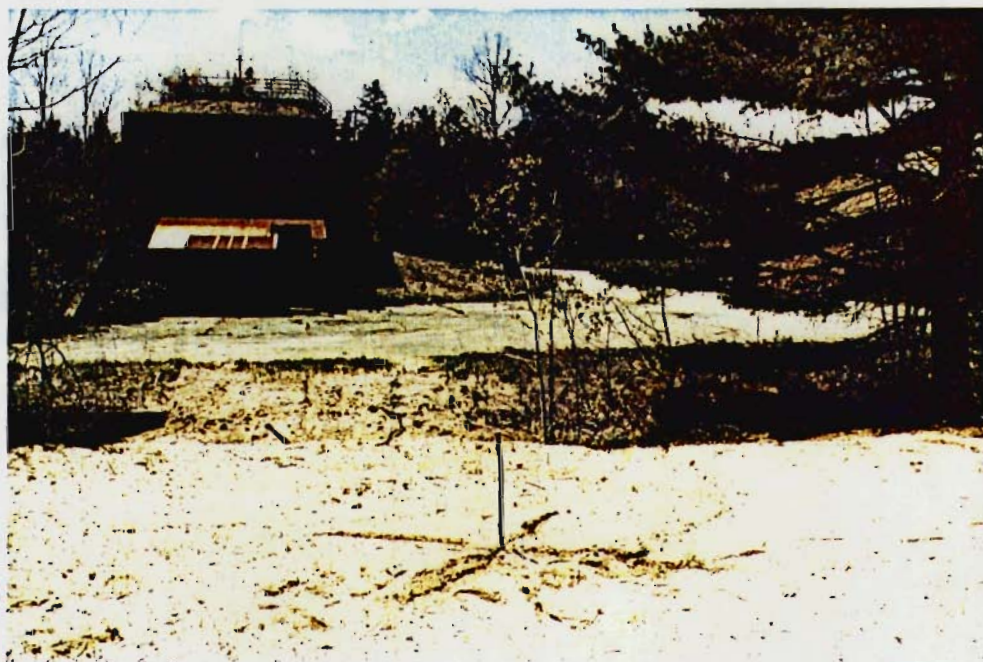
ATTACHMENT 11



ATTACHMENT 12



ATTACHMENT 13



ATTACHMENT 14

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

M E M O R A N D U M

December 20, 1990

To: Bob Callender
From: John Morelli
Subject: Tank Removal at SRDC - December 18, 1990

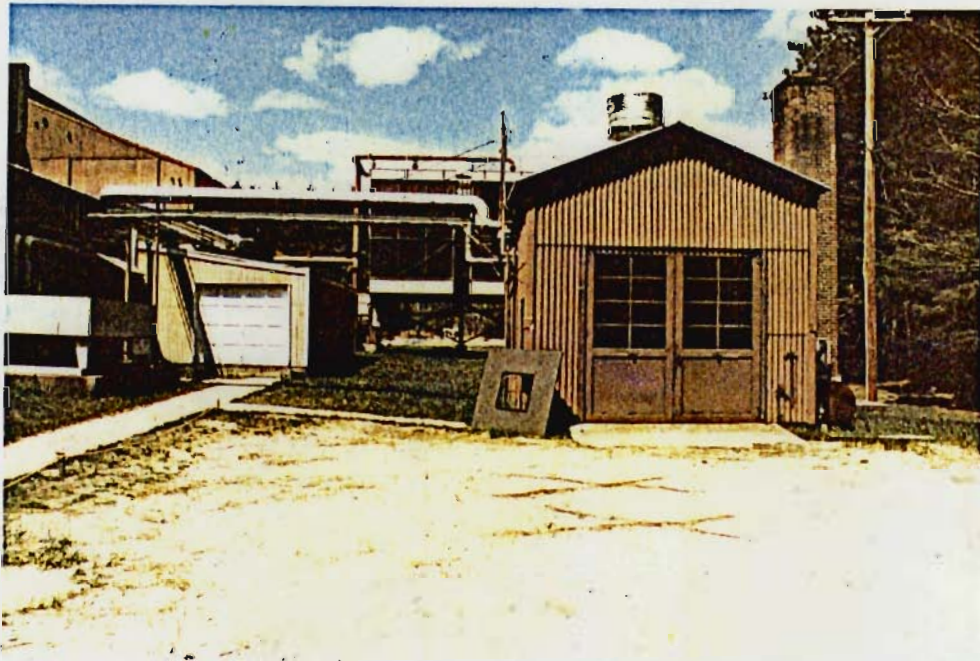
I got to the SRDC at approximately at 1:00 p.m. today. A DEC representative had not yet arrived. Domermuth Petroleum has kept the excavation from the first 10,000 gallon tank open for DEC inspection and this morning excavated and removed the second 10,000 gallon tank. This excavation like the first showed no signs of oil contaminated soil. The second excavation was also being kept open awaiting DEC inspection. I photographed both excavations and the removed tanks. Valley equipment is on site at the MTI facility and is conducting the precision tightness test.

Gerard Bradley of DEC arrived at the sight at approximately 2:00 p.m. He inspected both 10,000 tank excavations at the PTI site. He found them to be satisfactorily clean and gave his permission to backfill the excavation. We then visited the MTI facility. Valley equipment was just finishing up the precision tightness test on the 4,000 gallon UST and the results indicated that the tank did not leak. The fuel contained in the 4,000 gallon UST will be transferred to the new above ground tank in the morning. The two underground storage tanks will be removed around 11:00 a.m. Both Ernie Hefner and I plan on being there for the event. Gerry Bradley will also attempt to be there.

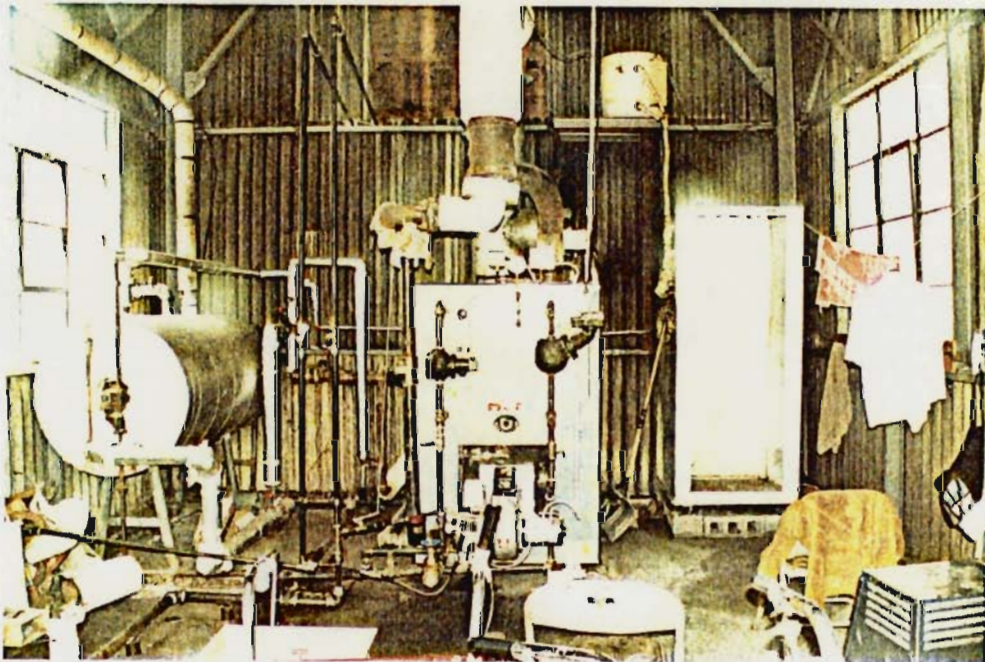
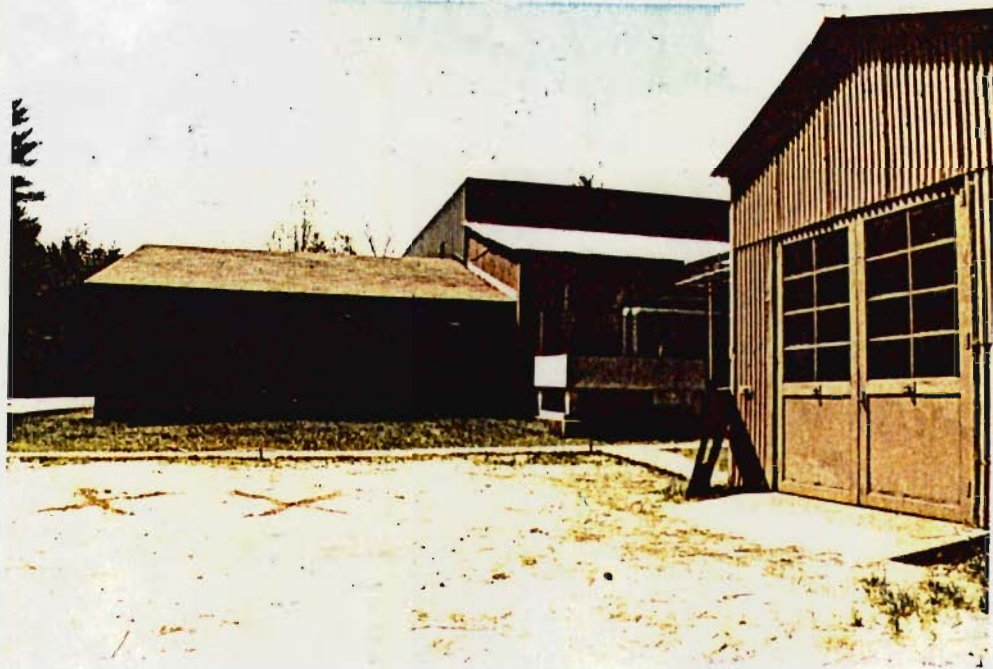
Finally, we visited the ERDA office building. Bradley approved the work that had been done there. I then showed him the 1952 GE site plan identifying all the underground storage tanks at the SRDC and explained that we choose not to register two tanks that were indicated to exist on the 1952 plan because an earlier investigation conducted by North American Tank Testing and ERDA staff did not reveal any indication that these tanks actually existed. I explained that our investigation involved only looking for vent pipes and fill pipes in the area and did not involve intrusive subsurface methods. He suggested that it would be prudent, while we have the contractor out here, to dig test pits in the suspect areas. I intend to authorize this additional work in the morning.

Bradley asked about the status of the tanks within the Wright Malta property line. I told him I was under the impression that they were not registered and that I believed some tank removal activity was going on. He asked to borrow the 1952 GE site plan and I told him I would give him a copy. He asked if the Energy Authority wanted to be carbon copied on his correspondence to write Malta and I told him that it did not.

ATTACHMENT 15



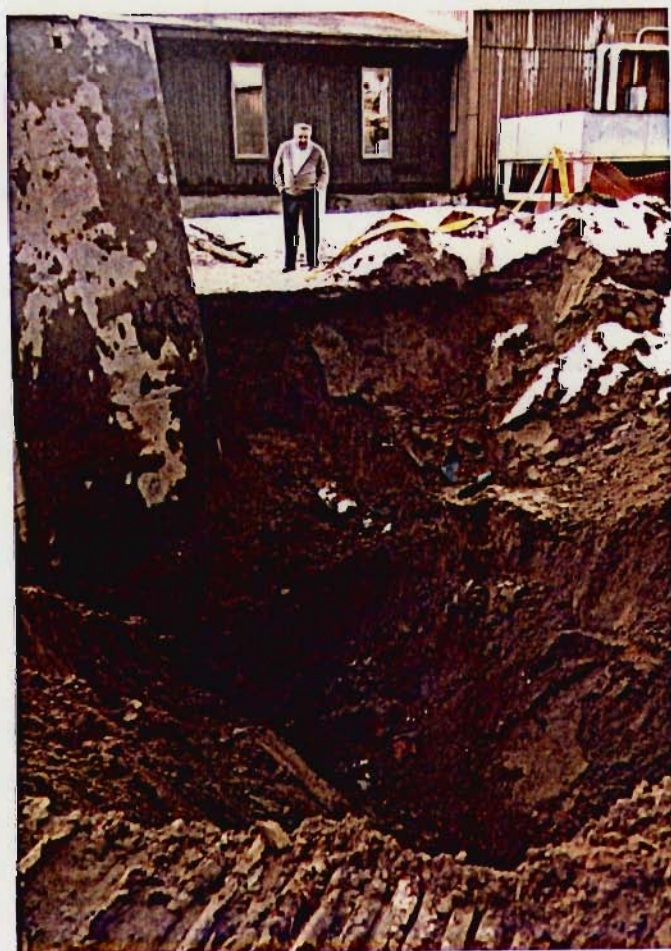
ATTACHMENT 16



ATTACHMENT 17



ATTACHMENT 18



ATTACHMENT 19

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

M E M O R A N D U M

December 20, 1990

To: Bob Callender
From: John Morelli
Subject: Tank Removal at MTI

I arrived at SRDC at 11:00 a.m. on December 19, 1990 just in time to witness the removal of the 5,000 gallon UST. The tank was removed without incident. There was a trace of oil spill material along the side of the tank which most likely resulted from an overfill situation. The soil fell into the hole leaving some stained material. It's hard to tell whether there was any same material in this particular area beyond what fell off the tank. The contractor went down into the hole and smelled handfuls of soil from various locations within excavation and found it to be uncontaminated. I called DEC's Gerard Bradley and asked if he would please come in and inspect before we close the hole. He said he would be here by 1:00.

I talked to Ernie Haffner about the 550 gallon gasoline tank suspected to also exist at the MTI facility. I paced off the location as best I could from the 1952 site plan. Ernie Haffner said he vaguely recalls removing a tank from that location when they built the concrete pad in front of their building. I will relay this information to Gerry Bradley when he gets here. Unfortunately, we spotted a what appears to be a fillpipe sticking out of the ground about 50 or 60 feet from the expected location of the 550 gallon gas tank. It might be worth scoping out some soil in this area to see if there is a tank below it. I will discuss this also with Bradley when he gets here.

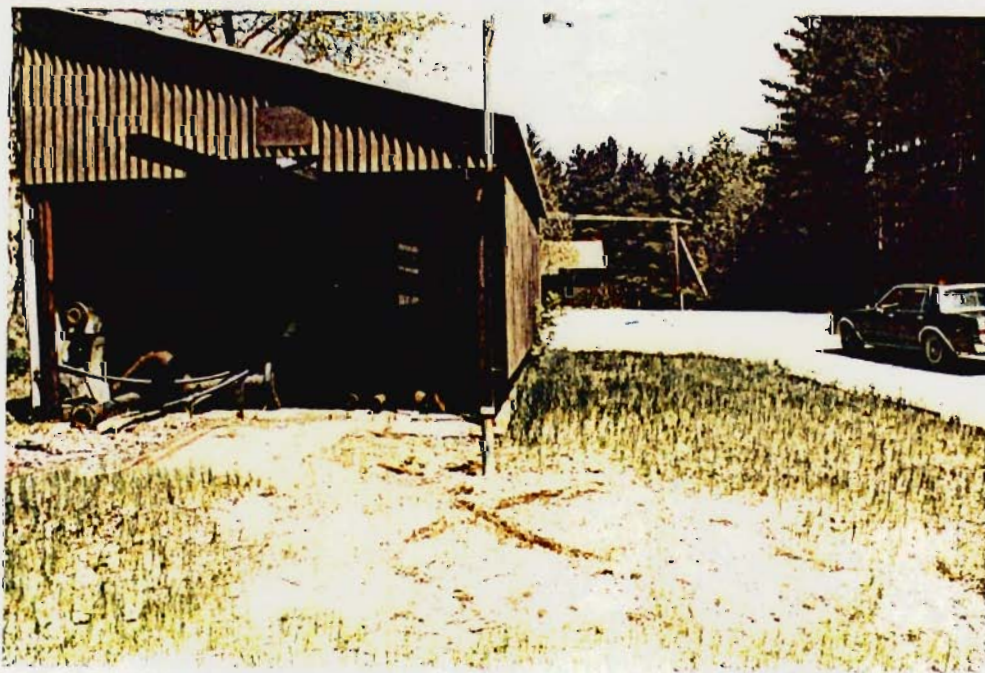
I went over to the PTI building to inspect the suspected location of the 550 gallon gasoline tank there. Again, I found no trace of fillpipe or ventpipe, but I'm concerned that electrical service is very close to this location.

Gerry Bradley arrived at 1:00 and the 4,000 UST had just been removed without trace of contaminated soil. Bradley went down into the excavation and inspected the soil and gave his approval to close the hole.

I discussed the 550 gallon gasoline tanks with Bradley and agreed that we would excavate down along the fillpipe at the MTI facility to determine if there was a tank there. We will also excavate carefully at the PTI building to see if we could locate that 550 gallon gasoline tank. I discussed this with Curt Ingraham, the Domermuth salesman, and he agreed that this work will be done on time and materials basis. It's likely that we have enough money in our existing budget to cover these additional tasks. However, if tanks are found the removal and disposal costs will probably exceed what is available. I will do what I can to see if the power can be cut off at the PTI site before we do any exploratory

excavation.

ATTACHMENT 20



ATTACHMENT 21



ATTACHMENT 22



ATTACHMENT 23

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

m e m o r a n d u m

December 20, 1990

To: Bob Callender
From: John Morelli
Subject: Tank Removal at SRDC - December 20, 1990

This morning, we excavated an area in front of the PTI building in search of a 550-gallon gasoline tank, which was indicated to exist on a 1952 GE site plan. The site plan indicated that it was buried four feet below the surface. We excavated to approximately six feet in the general area and found no tank. We did, however, find a pipe coming out from beneath the building and ending approximately where the tank should have been located. The pipe appeared to have been cut and may indicate that the tank had been previously removed.

They excavated a little further down along the front of the building and came up against a four-inch conduit which ran from the building to the 5,000 volt service across the street. I felt that we went far enough with our exploratory excavation and stopped further work. The excavated soil was free of odors and exhibited no visual evidence of contamination.

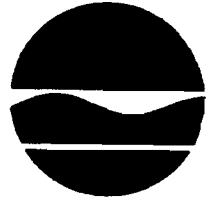
I directed the contractor to fill this hole last, allowing for the possibility that the DEC representative might show up today and, in such case, would have an opportunity to examine the hole.

I returned to the site after lunch and Gerry Bradley had, in fact, arrived. I showed him the excavation for the suspected gasoline tank and he was satisfied that it did not exist. I explained the situation at the PTI building and he was satisfied. So, all the tanks have been removed and all the concerns addressed and there is no contaminated soil. The contractors will return on Friday to finish backfilling the holes, grading them. They will seed the holes and mulch the areas at MTI behind our office building and at the PTI building.

Someone from the Energy Authority should probably go to check up on the final grading and seeding operation, but from an environmental prospective, it is not necessary. I asked Jeff Sheeley at MTI to give me a call if it did not look like the work was being done appropriately at the MTI facility.

ATTACHMENT 24

New York State Department of Environmental Conservation



Thomas C. Jorling
Commissioner

January 8, 1991

NYS Energy Research & Development Auth.
2 Rockefeller Plaza
Albany, NY 12223

Attn: Manager

RE: Petroleum Bulk Storage (PBS) Inspection - #500593

Dear Sir:

On December 18, 1990 a PBS inspection was performed at the above mentioned facility. Mr. John Morelli was present during the inspection.

This facility is in substantial compliance with the PBS regulations. The sections of the PBS Regulations that your facility are not in complete compliance with are noted on the attached copy of the inspection form. Please assure that these are complied with as soon as possible.

If you have any questions relative to the above, please contact me. Thank you for your cooperation in this matter.

Sincerely,

Richard L. Wagner, P.E.
Regional Spill Engineer

By: *Russell B. Mulvey*
Russell B. Mulvey
Environmental Engineer I

RLW:RBM:bl

attach.

TANK Closure

add 1 Tank

**PETROLEUM BULK STORAGE (PBS) FACILITY
ANNUAL INSPECTION**

FACILITY INSPECTION DATE: 12 / 18, 14 / 90

FACILITY NAME: 500593 Sandia Research Development Center

FACILITY PBS#: 500593

NUMBER OF TANKS PRESENT AT FACILITY: 1 ABOVE GROUND new
5 BELOW GROUND removed

DEC REPRESENTATIVE PRESENT:

FACILITY REPRESENTATIVE PRESENT: John Monelli

Rockefeller Plaza

Albany, NY 12223

465-6251

Ext 267

1. [612.2(e)] IS THE PBS REGISTRATION CERTIFICATE
CONSPICUOUSLY DISPLAYED ON THE PREMISES? YES X NO
2. [613.4(a)] IS DAILY INVENTORY MONITORING DONE? YES X NO
A. [613.4(c)] ARE THERE RECORDS FOR THE MONITORING FOR THE
PAST FIVE YEARS? YES NO NUMBER OF YEARS
3. DOES THE FACILITY HAVE VENT LINES FOR ALL THE
UST's? YES NO
4. [613.5(a)] DO THE USTs REQUIRE TIGHTNESS TESTS? YES NO Done
A. ARE THERE COPIES ON SITE? YES NO
B. ARE THE TEST METHODS ACCEPTABLE? YES NO
C. DATE OF LAST TESTING. 12 / 17 / 90
5. [613.5(b)] ARE THERE UST's THAT ARE CATHODICALLY
PROTECTED? YES NO All below ground tanks, removed
A. [613.5(b)(2)] ARE THE CATHODIC SYSTEMS MONITORED
ANNUALLY? YES NO N/A
B. [613.5(b)(4)] ARE THE MONITORING RECORDS ON
SITE? YES NO N/A - Tank removed
6. [613.5(b)(3)&(4)] ARE THERE LEAK DETECTION SYSTEMS
OPERATING AT THIS FACILITY? YES NO N/A
A. [613.5(b)(3)] ARE THE SYSTEMS MONITORED
WEEKLY? YES NO
B. [613.5(b)(4)] ARE THERE RECORDS OF MONITORING ON SITE
FOR THE PAST YEAR? YES NO N/A
7. [613.6(a)(b)(c)(d)&(e)] ARE THERE ABOVE GROUND TANKS
PRESENT? YES NO
A. [613.6(a)] ARE THEY INSPECTED MONTHLY? YES NO
B. [613.6(a)] CONDITION OF THE ABOVE GROUND TANKS?

New Tank 12.18.90

Second condition

- C. [613.6 (c)] ARE THE INSPECTION REPORTS AVAILABLE FOR THE PAST TEN YEARS? YES NO *n/a*
D. DO THE REPORTS MEET THE REQUIREMENTS FOR 6NYCRR 513.6 (c)? YES NO

new tank

8. [613.3 (d)] ARE THE GAUGES, VALVES, AND OTHER SPILL PREVENTION EQUIPMENT MAINTAINED IN GOOD WORKING ORDER? ✓ YES NO

9. [613.8] IS THERE EVIDENCE OF ANY SPILLS THAT HAVE OCCURRED IN THE RECENT PAST? YES ✓ NO
A. [613.8] WERE THE SPILLS REPORTED TO DEC? YES ✓ NO

10. [613.9 (a) & (b)] IS THERE ANY CLOSED TANKS ON SITE? ✓ YES NO DO THEY MEET 613.9 (a)&(b)? Y N

All below ground tanks removed

11. ARE THERE ANY FLOOR DRAINS AT THE FACILITY CAPABLE OF DISCHARGING PETROLEUM TO GROUND OR SURFACE WATERS AS A RESULT OF POOR HOUSEKEEPING? YES ✓ NO

11. IS THE FACILITY IN SUBSTANTIAL COMPLIANCE? ✓ YES NO

12. IS A FOLLOW-UP VISIT REQUIRED? ✓ YES NO

19. COMMENTS:

1) All below tanks removed from ground by Donnelly Bros. 11/17, 18/90
1" 550 -
1" 4000
1" 5000
2" 10,000

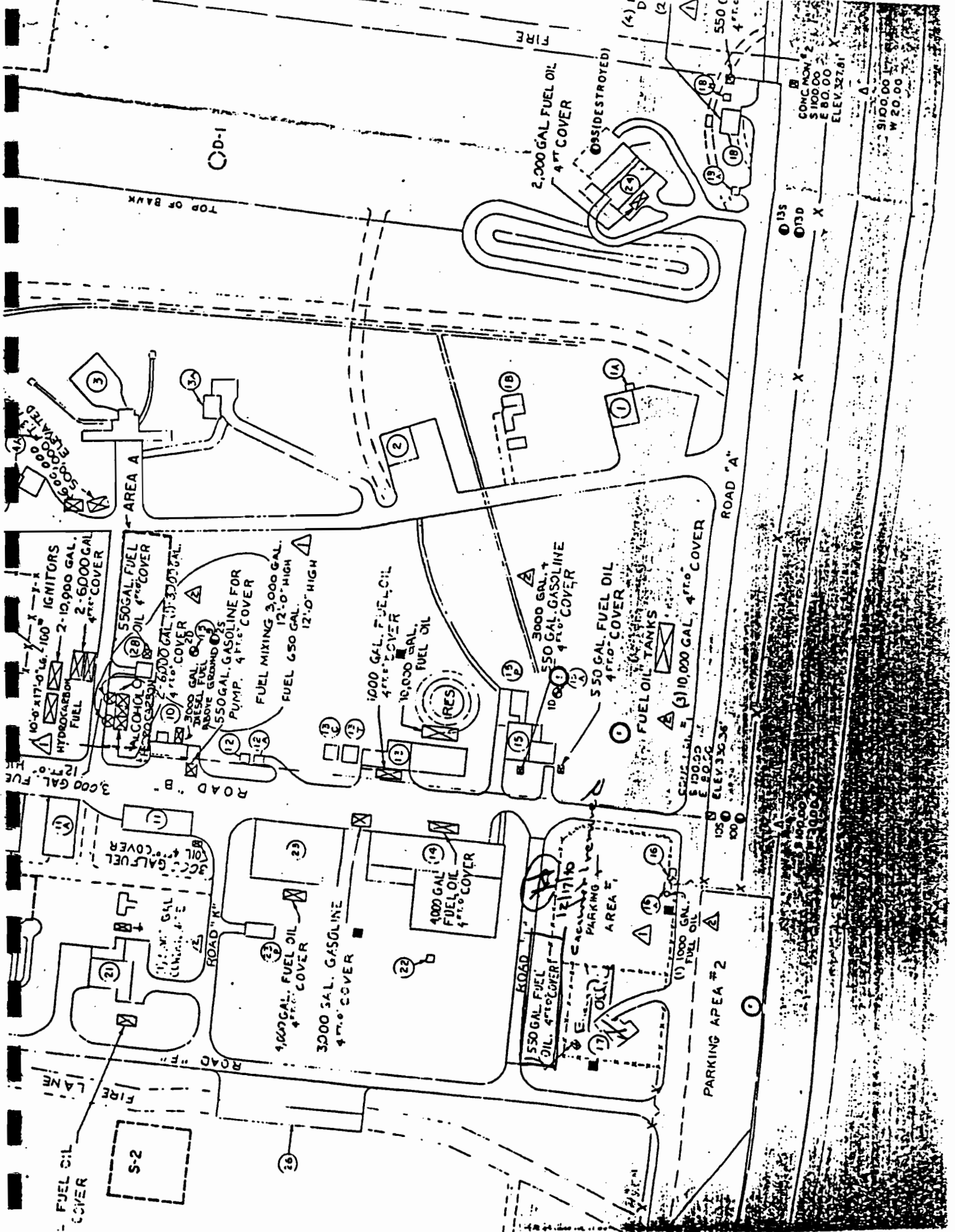
2) No h.i. noted in any of the tanks removed.

SIGNED: [Signature] DEC REPRESENTATIVE

SIGNED: _____ FAC. REPRESENTATIVE

SITE LAYOUT SKETCH:

See attached - sheet of layout.



(A)

101st 2 Tanks removed & cul up
washed Dec 17/90

10000 GAL FUEL OIL 4'x6' COVER
removed
dumped

PTI Corp

1,500,000 FT.³ NPT LOK TANK
ELEVATED

550 GAL GASOLINE 4'x6' COVER
Tied off

? 12/20/90 no work found
with tank

new SIC above ground in service
w/ fireman equipment

(F)

2 Fuel removed & cul up
washed Dec 17/90

SIC & 4K

ATCR III STEEL SITE BLDG.
5000 GAL FUEL OIL 4'x6' COVER
FIRE

3000 GAL. 550 GAL FUEL OIL 4'x6' COVER
NITROGEN 300,000 CUFT NPT.

NPTI Corp

550 GAL GASOLINE 4'x6' COVER

30,000 CUFT NPT. OXYGEN

550 GAL FUEL OIL 4'x6' COVER

ROAD TEMP. 3000 GAL FUEL

10000 GAL FUEL OIL 4'x6' COVER

550 GAL FUEL OIL 4'x6' COVER

D-2

D-4

ONE SUC 5150' ELEV

(3) The owner or operator must monitor for traces of petroleum at least once per week. All monitoring systems must be inspected monthly. Monitoring systems must be kept in proper working order. If at any time the monitoring system fails to function effectively, it must be repaired within thirty (30) days. Any tank or piping system with a non-working monitoring system must be tested for tightness within one (1) year and retested every five (5) years thereafter until the tank is permanently closed.

(4) Monitoring records for cathodic protection and leak detection systems must be maintained on the premises for a period of at least one (1) year.

13.6 Aboveground storage facilities - inspections

a) Monthly inspections The owner or operator of an aboveground storage facility must inspect the facility at least monthly. This must include:

(1) inspecting exterior surfaces of tanks, pipes, valves and other equipment for leaks and maintenance deficiencies;

(2) identifying cracks, areas of wear, corrosion and thinning, poor maintenance operating practices, excessive settlement of structures, separation or swelling of tank insulation, malfunctioning equipment and structural and foundation weaknesses; and

(3) inspecting and monitoring all leak detection systems, cathodic protection monitoring equipment, or other monitoring or warning systems which may be in place at the facility.

b) Ten-year inspections (1) Schedule (i) In addition to monthly inspections required above, the owner or operator must perform a detailed inspection as described in paragraph 613.6(b)(3) below, of any aboveground tank with a capacity of ten thousand (10,000) gallons or more, or any tank with a capacity less than ten thousand (10,000) gallons which could reasonably be expected to discharge petroleum to the waters of the state. The initial inspection must be performed when the tank is ten (10) years old, or within five (5) years of the effective date of these regulations, whichever comes later.

(ii) Any tank which is of an unknown age must be inspected within five (5) years of the effective date of these regulations.

(iii) If a tank is due for an initial inspection but has previously been inspected in a manner consistent with the criteria set forth in paragraph 613.6(b)(3) within a ten (10) year period prior to the due date, the department may accept this previous inspection.

(iv) Reinspection of all tanks is required no later than ten (10) years from the date of the previous inspection.

(2) Exemptions Ten-year inspections are not required for:

(i) tanks which are entirely aboveground, such as tanks on racks, cradles or stilts;

(ii) tanks storing No. 5 or No. 6 fuel oil; or

(iii) tanks installed in conformance with the standards for new construction set forth in sections 614.8 through 614.11 inclusive, of this title.

(3) Requirements for ten-year inspections A ten (10) year inspection must consist of a tightness test of the tank and connecting underground pipes or an inspection which consists of the following:

(i) cleaning the tank and difficult to reach areas within the tank in accordance with generally accepted practices;

(ii) removal, transportation and disposal of sludge in a manner consistent with all applicable state and federal laws;

(iii) inspecting the tank shell for soundness and testing all welds and seams on the tank bottom for porosity and tightness. The test must be consistent with generally accepted industry testing and inspection practices. This may include one or a combination of the following: a tightness test, an air pressure, hydrostatic or vacuum test, a penetrant dye test, a non-destructive test to detect thinning of the tank or hammering to detect weak areas;

(iv) visual inspection of the internal surfaces of the tank and difficult to reach areas for corrosion or failure;

(v) inspection of internal coatings for any signs of failure of the coating system such as cracks, bubbles, blisters, peeling, curling or separation; and

(vi) a tightness test of any connecting underground pipes.

(c) Inspection reports (1) Reports for each monthly inspection and ten-year inspection must be maintained and made available to the department upon request for a period of at least ten (10) years.

(2) The reports must include the following information:

(i) facility registration number;

(ii) identification number for tank inspected;

(iii) date of inspection;

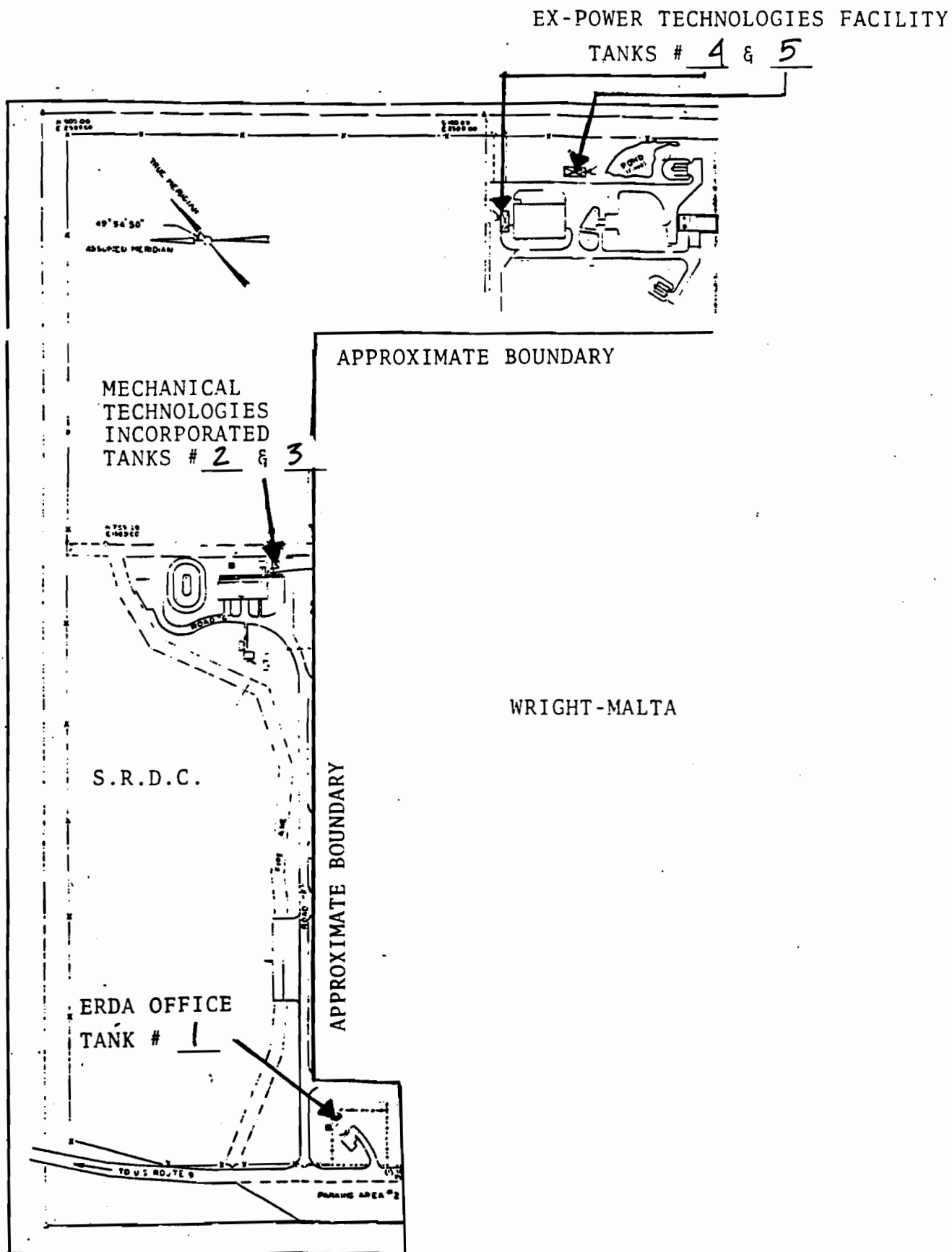
(iv) results of inspection including a report on the need for repair;

(v) certification by the inspector that the inspection has been performed in a manner consistent with requirements of section 613.6;

(vi) address of inspector;

(vii) signature of inspector.

SITE PLAN: APPROXIMATE LOCATIONS OF UNDERGROUND STORAGE
TANKS AT THE SARATOGA RESEARCH & DEVELOPMENT CENTER
IN MALTA, NEW YORK





New York State Department of Environmental Conservation

MEMORANDUM

TO: Glen Bruso, Environmental Quality, Warrensburg, Region 5
FROM: Jonathan Greco, Federal Projects Sect., Bur. of Eastern Remedial Action
SUBJECT: Tank Inspections at Malta Rocket Test Site (ID No. 546022)

jg

DATE: JUN 18 1991

Attached are two copies each of the tank inspections performed on both the Wright-Malta Property and the New York State Energy Research and Development Authority Property, each of which is located at the Malta Rocket Fuel site.

Please forward one copy of each report to the "bulk storage" program for their information.

Feel free to contact me at (518) 457-3976 if you have any questions regarding this matter.

Attachment

