

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

In the Matter of the
Development and Implementation
of a Remedial Investigation/ Feasibility
Study for an Inactive Hazardous Waste Disposal
Site under Article 27, Title 13 and Article 71, Title 27
of the Environmental Conservation Law
by

Tee-Bird Country Club, Inc.

Respondent.

**ORDER ON CONSENT
and
ADMINISTRATIVE
SETTLEMENT**

Index # A5-0532-1205

Site # 5-46-028

WHEREAS,

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 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.

2. Tee-Bird Country Club, Inc. ("Tee-Bird" or "Respondent") is a New York corporation with offices at 30 Reservoir Road, Fort Edward, NY 12828, and operates a golf course, pro-shop, restaurant, and practice facility at the property. The Site is located at 8342 Reservoir Road, R.D. #2, Moreau, NY 12803 (hereinafter the "Site"). Exhibit "A" is a map of the Site showing its general location.

3. A. In past years, waste oil was used to control dust in Tee-Bird's drive and parking areas. Because of the detection of polychlorinated biphenyls ("PCBs") in the soil in 1984, the Department entered into an Agreement/Determination ("Agreement") with Tee-Bird on July 2, 1984. A copy of the Agreement is attached hereto as Exhibit "B".

B. Nothing contained herein constitutes a termination or waiver of the Agreement. Both parties reserve all rights with regard to the Agreement.

C. The Agreement required Tee-Bird to pave the parking area, continue maintenance of the paved surface and allow inspections of the parking area by Department personnel to evaluate pavement integrity and to collect soil samples. This led to the site being classified at that time as a Class 3 Inactive Hazardous Waste Site # 546028 in 1984, deferring further action.

D. Since the execution of the above Agreement, numerous inspections have been completed by Department personnel in addition to further soil sampling. Data gathered during 1989 and 1990 identified PCB contamination beyond the asphalt cover. These findings indicated that sitewide PCB concentrations are in excess of applicable Standards, Criteria and Guidance. Although the asphalt cover was extended in 1991 to address the areas of concern, a recent inspection by the Department indicated evidence of recent excavation and repair of the asphalt. A comprehensive remedial investigation was never conducted,

E. As a long term remedy, the Department alleges that the asphalt cover is inadequate. Further, the full extent of the contamination has not been defined. Consequently, the Department has determined that a remedial investigation and feasibility study is necessary

F. The Classification of the Site has recently been changed and the Site is currently listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State* as Site Number 546028 with a Classification "2" pursuant to ECL 27-1305.

4. A. Pursuant to ECL 27-1313.3.a, whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the remedial program committed to under order. ECL 27-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

5. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement a Remedial Investigation/Feasibility Study ("RI/FS") for the Site; and (ii) reimburse the State's administrative costs.

6. Respondent, having waived Respondent's right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, 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.

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

I. Initial Submittal

Within 90 days after the effective date of this Order, Respondent shall submit to the Department all data within Respondent's possession or control regarding environmental conditions on-Site and off-Site, and other information described below. The data and other information shall include:

A. A brief history and description of the Site, including the types, quantities, physical state, location, and dates of disposal of hazardous waste including methods of disposal and spillage of such wastes;

B. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to all persons responsible for such disposal of hazardous wastes, including but not limited to names, addresses, dates of disposal and any proof linking each such person responsible with hazardous wastes identified pursuant to Subparagraph I.A; and

C. A comprehensive list and copies of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Site and areas in the vicinity of the Site, including copies of all available topographic and property surveys, engineering studies and aerial photographs.

II. RI/FS Work Plan Contents and Submittals

A. Within 120 days after the Department's approval of the firms or individuals selected by Respondent pursuant to Paragraph XV.B., Respondent shall submit to the Department a detailed work plan describing the methods and procedures to be implemented in performing a RI/FS for the Site ("RI/FS Work Plan").

B. The RI/FS Work Plan shall be in compliance with 6 NYCRR Part 375 and appropriate Department technical guidance documents and shall include the following:

1. A chronological description of the past investigatory activities undertaken at the Site and the anticipated RI/FS activities, together with a schedule for the performance of these activities.

2. A Sampling and Analysis Plan that shall include:

(a) A quality assurance project plan that describes the quality assurance and quality control protocols necessary to achieve the initial data quality objectives. This plan shall designate a data validation expert and must describe such individual's qualifications and experience.

(b) A field sampling plan that defines sampling and data gathering methods in a manner consistent with the *Field Methods Compendium*, OSWER Directive 9285.2-11 (draft June 1993), as supplemented by the Department.

3. A health and safety plan to protect persons at and in the vicinity of the Site during the performance of the RI/FS which shall be prepared in accordance with 29 CFR 1910 and all other applicable standards by a certified health and safety professional. Respondent shall add supplemental items to this plan necessary to ensure the health and safety of all persons at or in the vicinity of the Site during the performance of any work pursuant to this Order.

4. A citizen participation plan that is, at a minimum, consistent with the Department's publication entitled *Citizen Participation in New York's Hazardous Waste Site Remediation Program* dated June 1998, and any subsequent revisions thereto, and 6 NYCRR 375.

III. Performance and Reporting of Remedial Investigation

A. Respondent shall commence the Remedial Investigation in accordance with the schedule contained in the Department-approved RI/FS Work Plan.

B. Respondent shall perform the Remedial Investigation in accordance with the Department-approved RI/FS Work Plan.

C. During the performance of significant field activities, Respondent shall have on-Site a representative who is qualified to supervise the work done.

D. Within the time frame set forth in the Department-approved RI/FS Work Plan, Respondent shall prepare a Remedial Investigation Report that shall:

1. include all data generated and all other information obtained during the Remedial Investigation:

2. identify any additional data that must be collected; and

3. include a certification by the individual or firm with primary responsibility for the day to day performance of the Remedial Investigation that all activities that comprised the Remedial Investigation were performed in full accordance with the Department-approved RI/FS Work Plan.

IV. Feasibility Study

A. In accordance with the schedule contained in the Department-approved RI/FS Work Plan, Respondent shall submit a complete Feasibility Study evaluating on-Site and off-Site remedial actions. The Feasibility Study shall be prepared under the supervision of a professional engineer and have the signature and seal of a professional engineer who shall certify that the Feasibility Study was prepared in accordance with this Order.

B. Respondent shall perform and prepare the Feasibility Study in accordance with the Department-approved RI/FS Work Plan.

C. After the Department's approval of the Feasibility Study, Respondent shall cooperate with and assist the Department in soliciting public comment on the RI/FS and on the proposed remedial action plan, in accordance with the guidance documents identified in Subparagraph II.B.2, and with any Department policy and guidance documents in effect at the time the public comment period is initiated. After the close of the public comment period, the Department shall select a final remedial alternative for the site in a Record of Decision ("ROD").

V. Interim Remedial Measures

A. Respondent may propose one or more Interim Remedial Measures ("IRMs") for the Site.

B. In proposing each IRM, Respondent shall submit to the Department a work plan that includes a chronological description of the anticipated IRM activities together with a schedule for performance of those activities (an "IRM Work Plan").

C. Upon the Department's determination that the proposal is an appropriate IRM and upon the Department's approval of such work plan, the IRM Work Plan shall be incorporated into and become an enforceable part of this Order, and Respondent shall submit to the Department for its review and (as appropriate) approval, in accordance with the schedule contained in the Department-approved IRM Work Plan, detailed documents and specifications prepared, signed, and sealed by a professional engineer to implement the Department-approved IRM. Such documents shall include a health and safety plan, contingency plan, and (if the Department requires such) a citizen participation plan that incorporates appropriate activities outlined in the Department's publication entitled *Citizen Participation in New York's Hazardous Waste Site Remediation Program* dated June 1998, and any subsequent revisions thereto, and 6 NYCRR Part 375. Respondent shall then carry out such IRM in accordance with the requirements of the approved IRM Work Plan, detailed documents and specifications, and this Order. Respondent shall notify the Department of any significant difficulties that may be encountered in implementing the Department-approved work plan, detailed documents or specifications and shall not modify any obligation unless first approved by the Department.

D. During implementation of all construction activities identified in the Department-approved IRM Work Plan, Respondent shall have on-Site a representative (either an employee, a consultant or a contractor) who is qualified to supervise the work done.

E. Within the schedule contained in the Department-approved IRM Work Plan, Respondent shall submit to the Department a final engineering report prepared by a professional engineer that includes a certification by that individual that all activities that comprised the Department-approved IRM were completed in accordance with the Department-approved IRM Work Plan and this Order.

1. If the performance of the Department-approved IRM encompassed construction activities, the final engineering report shall also include a detailed post-remedial operation and maintenance plan ("IRM O&M Plan"); "as-built" drawings and a final engineering report (each including all changes made during construction); and a certification by a professional engineer that the IRM was implemented and all construction activities were completed in accordance with the Department-approved detailed documents and specifications for the IRM and that all such activities were personally witnessed by him or her or by a person under his or her direct supervision. The IRM O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

2. Upon the Department's approval of the IRM O&M Plan, Respondent shall implement the IRM O&M Plan in accordance with the requirements of the Department-approved IRM O&M Plan.

F. After receipt of the final engineering report and certification, the Department shall notify Respondent in writing whether the Department is satisfied that the IRM was completed in compliance with the Department-approved IRM Work Plan and design.

VI. Progress Reports

By the 10th day of every month following the effective date of this Order, Respondent shall submit to the parties identified in Subparagraph XIV.B in the numbers specified therein copies of written monthly progress reports that:

A. describe the actions which have been taken toward achieving compliance with this Order during the previous month;

B. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent;

C. identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous month;

D. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next month and provide other information relating to the progress at the Site;

E. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;

F. include any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and

G. describe all activities undertaken in support of the Citizen Participation Plan during the previous month and those to be undertaken in the next month.

VII. Review of Submittals

A. 1. With the exception of the progress reports required under Paragraph VI, the Department shall review each of the submittals Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall use its best efforts to notify Respondent in writing of its approval or disapproval of the submittal, except for the submittals discussed in Subparagraph II.B.3., within 90 days of receipt. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. (a). If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 60 days after receiving written notice that Respondent's submittal has been disapproved, Respondent shall make a revised submittal to the Department that addresses and resolves all of the Department's stated reasons for disapproving the first submittal.

(b). After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval. If the Department disapproves the revised submittal, the matter shall be submitted for resolution as provided in Subparagraph VII.B. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. The Department and Respondent shall endeavor to resolve all disputes that arise under this Order, or which arise in connection with the performance of tasks required for preparation of submittals pursuant to this Order, by means of informal negotiation to the extent practicable under the circumstances. In the event that the parties cannot resolve their dispute informally, after reasonable efforts, the parties may pursue their respective rights as provided by law. Respondent's obligations under this Order with respect to any items not in dispute shall not be extended, postponed or modified unless or until the Department so agrees or a court determines otherwise.

VIII. Penalties

A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order.

2. Respondent shall be liable for such penalties as may be provided by law.

B. Respondent shall not suffer any penalty under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, adverse weather conditions, a threat to human safety, an unforeseeable disaster arising exclusively from natural causes which the exercise of reasonable prudence could not have prevented or because of any

other fact or circumstance beyond Respondent's reasonable control. Respondent shall, within 5 days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such 5 day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to compliance with this Order pursuant to Subparagraph VIII.B.

IX. Entry upon Site

Respondent hereby consents, subject to compliance with Respondent's safety and confidentiality rules, to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Respondent by any duly designated employee, consultant, contractor or agent of the Department or any State agency for purposes of oversight, sampling, and testing, and to ensure Respondent's compliance with this Order, and shall permit the Department full access to all records relating to matters addressed by this Order and to job meetings.

X. Payment of State Costs

A. Within forty-five (45) Days after the effective date of this Order & Settlement Agreement, Respondent shall pay to the Department the sum of \$15,295.18 which shall represent reimbursement for State Costs as set forth on the cost summary attached as Exhibit "C." 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 Order & Settlement Agreement.

B. 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 for work performed at or in connection with the Site through and including the Termination Date.

C. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports. 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.

D. Such invoice shall be sent to Respondent at the following address:

Mr. Daniel S. Irwin
Tee-Bird Country Club, Inc.
1096 Moore Road
Fort Edward, NY 12828

John J. Privitera, Esq.
McNamee, Lockner, Titus & William, P.C.
677 Broadway
Albany, New York 12207-2503

E. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

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

F. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

G. Respondent may contest, in writing, invoiced costs under Subparagraph X.B if it believes that (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities with respect to the Remedial Program for the Site; or (iii) the Department is not otherwise legally entitled to such costs. If Respondent objects to an invoiced cost, Respondent shall pay all costs not objected to within the time frame set forth in Subparagraph X.B and shall, within thirty (30) Days after its receipt of an invoice, identify, in writing, all costs objected to and the basis of the objection. This objection shall be filed with the Bureau of Program Management ("BPM") Director. The BPM Director or the BPM Director's designee shall have the authority to relieve Respondent of the obligation to pay invalid costs. Within forty-five (45) Days after the date of the Department's determination of the objection, Respondent shall either pay to the Department the amount which the BPM Director or the BPM Director's designee determines Respondent is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

H. If any negotiable instrument submitted to the Department pursuant to this Order & Settlement Agreement is not honored when presented for payment, Respondent shall be in violation of this Order & Settlement Agreement, provided that (i) the Department gives Respondent written notice of same, and (ii) the Department does not receive a certified check or bank check in the amount of the uncollected funds within fourteen (14) Days after the date of the Department's written notification.

XI. Department Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal, or administrative rights or authorities.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

XII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description for which the Department may become liable arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns except for liability arising from unlawful, willful, or malicious acts or omissions on the part of the Department, the State of New York, and their representatives and employees.

XIII. Communications

A. All written communications required by this Order & Settlement Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondent shall be sent to:

Russell Huyck
NYSDEC Region 5
Route 86, PO Box 296
Ray Brook, NY 12977-0296

Note: four copies (one unbound) of work plans are required to be sent.
with copies to:

Alicia Thorne
Environmental Engineer 2
NYSDEC, Region 5
Division of Environmental Remediation
1115 Route 86, P.O. Box 296
Ray Brook, NY 12977

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

Chittibabu Vasudevan, Ph.D., P.E.
Director, Remedial Bureau A
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233-7015

Scott W. Owens, Esq. (one copy)
Division of Environmental Enforcement
NYS Dept of Environmental Conservation
625 Broadway, 14th Floor
Albany, NY 12233-5500

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

Mr. Daniel S. Irwin
Tee-Bird Country Club, Inc.
1096 Moore Road
Fort Edward, NY 12828

John J. Privitera, Esq.
McNamee, Lockner, Titus & William, P.C.
677 Broadway
Albany, New York 12207-2503

B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this paragraph.

XIV. Miscellaneous

A. All activities and submittals required by this Order shall address both on-Site and off-Site contamination resulting from the disposal of hazardous wastes at the Site.

B. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department no less than 30 days prior to the commencement of the work contemplated. The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent, and the Department shall also have the right to take its own samples. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the progress reports required by this Order. The Department shall provide copies of the results of all tests it conducts on samples obtained pursuant to this paragraph to Respondent.

D. Respondent shall notify the Department at least 10 working days in advance of any field activities to be conducted pursuant to this Order.

E. Respondent shall obtain all permits, easements, rights-of-way, rights-of-entry,

approvals, or authorizations necessary to perform Respondent's obligations under this Order. If Respondent, despite the use of best efforts (which may include the payment of reasonable sums of money in consideration) is unable to obtain any permit, easement, right-of-way, right-of-entry, approval, or authorization necessary to fulfill its obligations under this Order, Respondent shall promptly notify the Department, including in such notification a summary of the steps taken, and the Department shall grant an appropriate extension of time for performance under this Order.

F. Respondent and Respondent's officers, directors, agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order. Respondent's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

G. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and to each person representing Respondent with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Order upon performance in conformity with the terms of this Order. Respondent or Respondent's contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

H. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Order are to calendar days unless otherwise specified.

J. 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 of the provisions of this Order.

K. 1. 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 regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order.

2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner

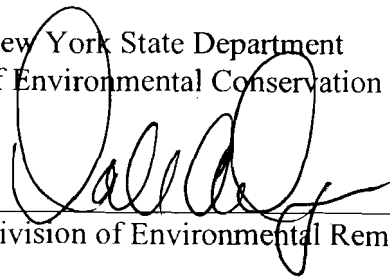
setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Scott W. Owens.

L. The effective date of this Order is the 10th day after the date the Commissioner or his designee signs it.

DATED: DEC 11 2007
Albany, New York

New York State Department
of Environmental Conservation

By:


Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent, Tee-Bird Country Club, Inc., hereby consents to the issuing and entering of this Order on Consent and Administrative Settlement, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order on Consent and Administrative Settlement.

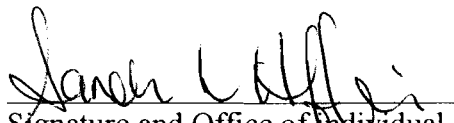
By: 

Title: Pres. Tee-Bird Country Club Inc.

Date: 11/5/07

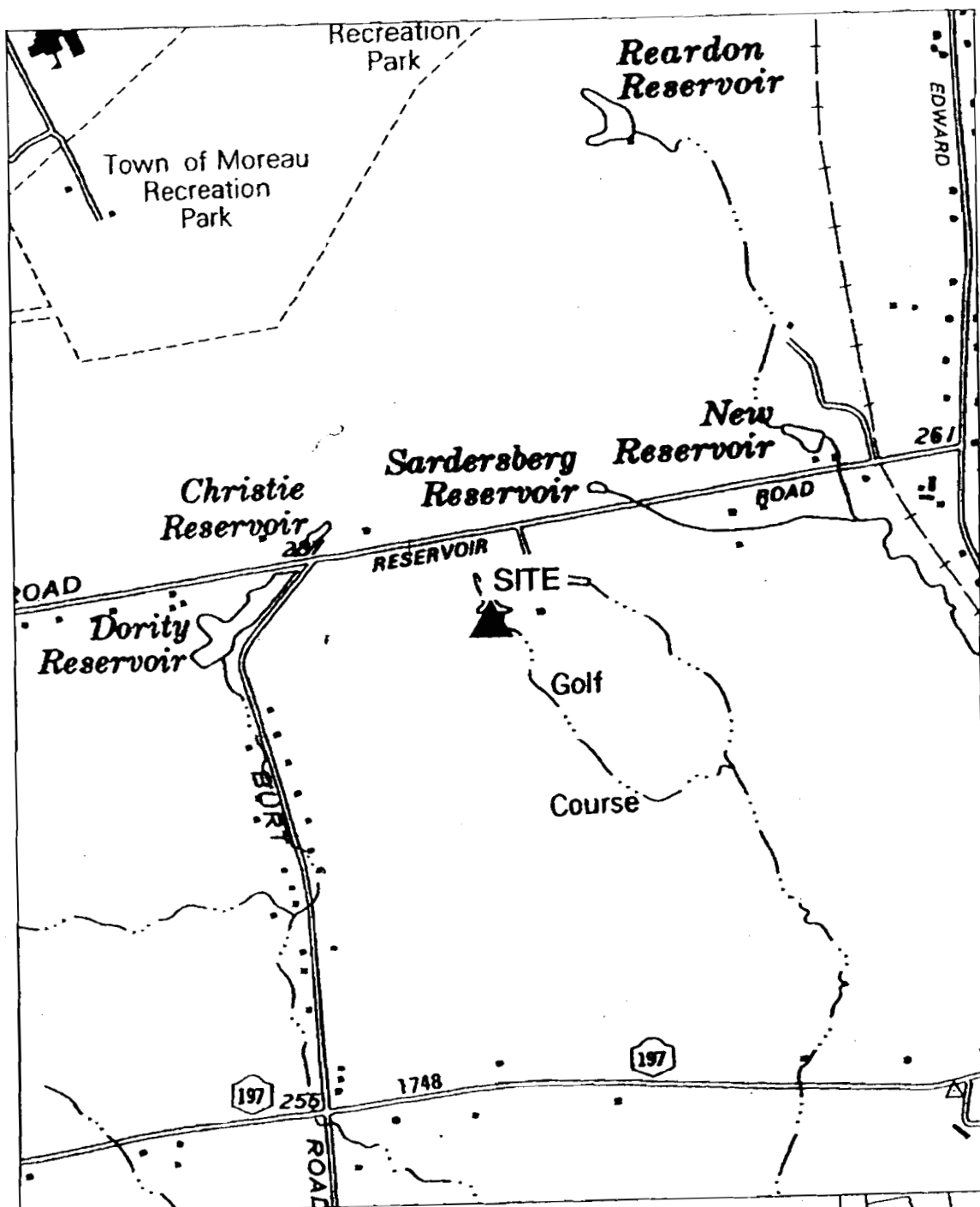
STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On the 5th day of November, in the year 2007, before me, the undersigned, personally appeared Daniel S. Irwin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of individual
taking acknowledgment

SANDRA L. HOFFIS
Notary Public, State of New York
Washington Co. #01HO6070918
Commission Exp. March 11, 2010

EXHIBIT A



Site Location Map

546028 Tee-Bird Country Club

Map Source: NYSDOT 1:24,000-scale planimetric quadrangles

0 250 500 750 1000 Feet

Scale: 1:12,000
April 1, 2002

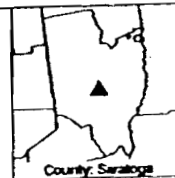


EXHIBIT B

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program
to Eliminate any Threat to the Environment
caused by the Presence of Hazardous Wastes
in the Parking Lot of the:

AGREEMENT/
DETERMINATION

TEE-BIRD COUNTRY CLUB, INC.

WITNESSETH:

WHEREAS, the New York State Department of Environmental Conservation (the "Department") is responsible for the enforcement of Article 27 of the Environmental Conservation Law of the State of New York (the "ECL"), entitled "Collection, Treatment and Disposal of Refuse and Other Solid Waste" and regulations promulgated pursuant thereto in Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR"); and

WHEREAS, the Department of Environmental Conservation (Department) has identified the presence of Polychlorinated Biphenyls (PCB) in concentrations ranging from .04ppm to 6800ppm in the parking lot of the Tee-Bird Country Club, Inc.; and

WHEREAS, on February 14, 1984, the Department notified the Officers of the Tee-Bird Country Club, Inc., Bruce T. Irwin and Jean C. Irwin, of the presence of said chemical; and

WHEREAS, at the request of the Officers, on February 21, 1984, Ray E. Cowen, III representing the Department, and Brian Fear representing the Department of Health (DOH) met with the Officers to discuss remedial alternatives; and

WHEREAS, the Officers offered to pave the parking area as a remedial measure upon the advice and consent of Ray Cowen, III and Brian Fear; and

WHEREAS, on February 22, 1984, the Department corresponded to the Officers endorsing the paving as a method of minimizing further release of PCB to the environment, said correspondence attached hereto and incorporated in this Agreement; and

WHEREAS, the Officers of the Tee-Bird Country Club, Inc. have solicited bids from paving contractors and have entered into an Agreement with Ron Grimes Excavating and Paving of Lake George, New York; and

WHEREAS, said Agreement between the Tee-Bird Country Club, Inc and Ron Grimes Excavating and Paving dated the 24th day of February, 1984, as amended, has been reviewed by Ray Cowen, III on behalf of the Department.

NOW, THEREFORE, the parties agree as follows:

A. That the Officers of the Tee-Bird Country Club, Inc. shall enter into a contract approved by the Department requiring the paving of the parking area with oversight inspection provided by the Department as to area of coverage and adherence to agreed upon paving method. That said Officers will notify the Department at least forty-eight (48) hours prior to commencement of said work.

B. That said paving shall be accomplished as soon as possible, weather permitting, but in any case no later than fifteen (15) days after a conformed copy is received by Tee-Bird Country Club, Inc., unless otherwise agreed by the parties hereto.

C. That the Officers of the Tee-Bird Country Club, Inc. will cooperate with the Department as to further investigations into the source of the hazardous waste, said investigations intended to be involved solely with the parking lot in question.

D. That the Officers of the Tee-Bird Country Club, Inc. will maintain the paved area and keep it free of cracks, potholes and other damage that would compromise the intended sealing capacity of the pavement. That such maintenance will include complete repaving, if found to be warranted by continuous and frequent failures of the original pavement surface. That further the Officers will permit occasional inspections by the Department personnel pursuant to this Order for the sole purpose of checking pavement integrity and taking samples.

E. That nothing contained herein shall constitute a waiver by the Department of its right to bring any action or proceeding to which it may be entitled according to law against the Tee-Bird Country Club, Inc. or any person or entity not a party hereto, to require the performance of a further remedial program at the site, if found to be warranted, or to obtain any other relief.

F. That the Department acknowledges primary jurisdiction by the execution of this Agreement/Determination and further acknowledges that the Officers of the Tee-Bird Country Club, Inc. have been induced to enter into this Agreement/Determination based upon said primary jurisdiction.

G. That the failure of the Tee-Bird Country Club, Inc. to comply with the provisions, terms and conditions of this Agreement/Determination shall constitute a failure to perform a duty imposed by an order of the Commissioner of Environmental Conservation made pursuant to Environmental Conservation Law Article 71, Title 27.

DATED: Ray Brook, New York

July 2, 1984

HENRY G. WILLIAMS, Commissioner
New York State Department of
Environmental Conservation

By: *Thomas L. Mense*

Consent by Respondent

Respondent hereby consents to the making, entering and filing of the foregoing Agreement/Determination without further notice and waives its right to a hearing herein.

TEE-BIRD COUNTRY CLUB, INC.

By: *Bruce T. Irwin*

Title: BRUCE T. IRWIN, President

Date: May 24, 1984

TO: Tee-Bird Country Club, Inc.

STATE OF NEW YORK)
) ss.:
COUNTY OF SARATOGA)

On this 24th day of May , 19 84 before me personally came BRUCE T. IRWIN , to me known, who being by me duly sworn did depose and say that he resides at Reservoir Road, Town of Moreau , that he is President of Tee-Bird Country Club, Inc. , the corporation described in and which executed the foregoing instrument; and that he signed his name as authorized by said corporation.


NOTARY PUBLIC

DENNIS J. TARANTINO
NOTARY PUBLIC, STATE OF NEW YORK
SARATOGA COUNTY #465561
COMMISSION EXPIRES MARCH 22, 1985

EXHIBIT C

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, 12th Floor
625 Broadway, Albany, New York 12233-7012
Phone: (518) 402-9764 • FAX: (518) 402-9722
Website: www.dec.state.ny.us



MEMORANDUM

TO: Scott Owens, Central Field Unit, DEE

FROM: Laura Zeppetelli, Bureau of Program Management, DER *LZ*

SUBJECT: Cost Summary -Tee-Bird Country Club, SITE ID #5-46-028

DATE: MAR 14 2007

This cost recovery summary has been prepared in response to your March 12, 2007 request. The following summarizes costs incurred by the Department of Environmental Conservation (the "Department") 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 the Department in association with the Tee-Bird Country Club are \$15,295.18. 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 would not be included in this summary. Direct personal and non-personal service costs for this site have been included through February 7, 2007 (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 Mary-Ann Spath at (518) 402-9712, if you have any questions on this summary.

Attachments

ec: A. Thorne
R. Huyck

EXHIBIT I

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

COST SUMMARY

SITE NAME: TEE-BIRD COUNTRY CLUB
SITE NO.: 5-46-028

COST CATEGORY	AMOUNTS	EXHIBIT NO.
DIRECT PERSONAL SERVICES	\$6,294.05	
FRINGE	\$2,276.91	
INDIRECT	\$2,745.92	
PERSONAL SERVICES SUBTOTAL	\$11,316.88	II.A & II.B
CONTRACTUAL	\$0.00	
LABS	\$3,978.30	III
TRAVEL	\$0.00	
OTHER NPS	\$0.00	
DEC SUBTOTAL	\$15,295.18	
DOH	N/A	
MINUS DOH CREDIT FROM PREVIOUS BILL (IF APPLICABLE)	\$0.00	
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	\$0.00	
DEC & DOH SUBTOTAL	\$15,295.18	
COST CAP (IF APPLICABLE)	\$0.00	
TOTAL	\$15,295.18	

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

EXHIBIT II.A

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
Time & Activity Code : A274										
10/25/1989	A274	546028 A27554	47304	430221 L2 89	COX MICHAEL K	SANITARY CONST INSP 1	QF/52	942.59	3.50	51.15
11/22/1989	A274	546028 A27554	47304	430221 L2 89	COX MICHAEL K	SANITARY CONST INSP 1	QF/52	942.59	1.00	14.45
12/20/1989	A274	546028 A27554	47304	430221 L2 89	COX MICHAEL K	SANITARY CONST INSP 1	QF/52	942.59	2.50	37.41
02/14/1990	A274	546028 A27554	47503	430221 L2 89	MCCLAIN JAMES E	JR ENGINEER	OC/52	1079.26	3.00	50.21
09/26/1990	A274	546028 TEE-BIRD CLUB	47304	430221 L2 90	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1152.94	15.50	278.38
09/26/1990	A274	546028 A27554	47503	430221 L2 90	MCCLAIN JAMES E	ASSNT SANI ENGR	QC/52	1305.25	8.50	164.93
12/19/1990	A274	546028 TEE-BIRD CLUB	47304	430221 L2 90	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1358.49	2.00	41.69
12/19/1990	A274	546028 A27554	47503	430221 L2 90	MCCLAIN JAMES E	ASSNT SANI ENGR	QC/52	1366.45	4.50	97.51
02/13/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 90	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1116.51	1.50	26.12
03/13/1991	A274	546028 TEE-BIRD CLUB	47301	430221 L2 90	STEENBERGE DANIEL L	ENVIRNL ENGINEER 3	AA/52	2038.26	3.00	96.96
04/10/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 91	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1331.66	1.00	20.19
04/10/1991	A274	546028 TEE-BIRD CLUB	47301	430221 L2 91	STEENBERGE DANIEL L	ENVIRNL ENGINEER 3	AA/52	2261.66	5.00	180.80
06/05/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 91	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1237.19	1.00	18.95
07/03/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 91	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1237.19	3.50	68.69
07/03/1991	A274	546028 TEE-BIRD CLUB	47503	430221 L2 91	MCCLAIN JAMES E	ASSNT SANI ENGR	QC/52	1301.68	1.00	20.26
07/31/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 91	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1320.49	1.50	31.25
08/28/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 91	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1320.49	1.00	20.59
12/18/1991	A274	546028 TEE-BIRD CLUB	47304	430221 L2 91	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1237.19	1.50	29.38
07/01/1992	A274	546028 TEE-BIRD CLUB	47301	430221 L2 92	STEENBERGE DANIEL L	ENVIRNL ENGINEER 3	AA/52	2264.76	2.00	72.90
10/21/1992	A274	546028 TEE-BIRD CLUB	47301	430221 L2 92	STEENBERGE DANIEL L	ENVIRNL ENGINEER 3	AA/52	2264.76	4.00	142.48
11/18/1992	A274	546028 TEE-BIRD CLUB	47304	430221 L2 92	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1296.68	6.50	135.65
12/16/1992	A274	546028 TEE-BIRD CLUB	47304	430221 L2 92	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1240.58	1.00	19.64
02/09/1994	A274	546028 TEE-BIRD CLUB	47304	430221 L2 93	COX MICHAEL K	SANITARY CONST INSP 2	QF/52	1379.32	5.00	109.17

Time & Activity Detail Report

• Subsubtotal •

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (including Leave)		
** Subtotal **										153.50	3888.55	
*** Total ***										153.50	3888.55	

Cost Query - Ad Hoc

Criteria: Timecard Begin Date >= 3/24/2005 And Timecard End Date <= 2/7/2007 And Task Code = A274

Leave Charges: Included

Cost Indicator: Direct

Rate Type: Non-Federal

Print

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
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2005/1	04/07/2005 - 04/20/2005	05/04/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	17.93	18.55	1.00	39.64
2005/2	04/21/2005 - 05/04/2005	05/18/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2005/3	05/05/2005 - 05/18/2005	06/01/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2005/4	05/19/2005 - 06/01/2005	06/15/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2005/5	05/20/2005 - 06/02/2005	06/16/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2005/6	05/23/2005 - 06/05/2005	06/19/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	62.56	64.71	3.50	138.29
2005/7	05/24/2005 - 06/06/2005	06/20/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	8.79	9.10	0.50	19.44
2005/8	05/25/2005 - 06/07/2005	06/21/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	26.90	27.83	1.50	59.46
2005/9	05/26/2005 - 06/08/2005	06/22/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	39.64	40.04	0.25	10.01
2005/10	05/27/2005 - 06/09/2005	06/23/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2005/11	05/28/2005 - 06/10/2005	06/24/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2005/12	05/29/2005 - 06/11/2005	06/25/2005	430116	L6	2005	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2006/1	05/30/2005 - 06/12/2005	06/26/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2006/2	05/31/2005 - 06/13/2005	06/27/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2006/3	06/01/2005 - 06/14/2005	06/28/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2006/4	06/02/2005 - 06/15/2005	06/29/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2006/5	06/03/2005 - 06/16/2005	06/30/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2006/6	06/04/2005 - 06/17/2005	06/31/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2006/7	06/05/2005 - 06/18/2005	07/02/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	39.64	40.04	0.25	10.01
2006/8	06/06/2005 - 06/19/2005	07/03/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2006/9	06/07/2005 - 06/20/2005	07/04/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2006/10	06/08/2005 - 06/21/2005	07/05/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2006/11	06/09/2005 - 06/22/2005	07/06/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2006/12	06/10/2005 - 06/23/2005	07/07/2005	430116	L6	2006	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2007/1	06/11/2005 - 06/24/2005	07/08/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2007/2	06/12/2005 - 06/25/2005	07/09/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2007/3	06/13/2005 - 06/26/2005	07/10/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2007/4	06/14/2005 - 06/27/2005	07/11/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2007/5	06/15/2005 - 06/28/2005	07/12/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	39.64	40.04	0.25	10.01
2007/6	06/16/2005 - 06/29/2005	07/13/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2007/7	06/17/2005 - 06/30/2005	07/14/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2007/8	06/18/2005 - 07/01/2005	07/15/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2007/9	06/19/2005 - 07/02/2005	07/16/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2007/10	06/20/2005 - 07/03/2005	07/17/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2007/11	06/21/2005 - 07/04/2005	07/18/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2007/12	06/22/2005 - 07/05/2005	07/19/2005	430116	L6	2007	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2008/1	06/23/2005 - 07/06/2005	07/20/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2008/2	06/24/2005 - 07/07/2005	07/21/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2008/3	06/25/2005 - 07/08/2005	07/22/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2008/4	06/26/2005 - 07/09/2005	07/23/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2008/5	06/27/2005 - 07/10/2005	07/24/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2008/6	06/28/2005 - 07/11/2005	07/25/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2008/7	06/29/2005 - 07/12/2005	07/26/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2008/8	06/30/2005 - 07/13/2005	07/27/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2008/9	07/01/2005 - 07/14/2005	07/28/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2008/10	07/02/2005 - 07/15/2005	07/29/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2008/11	07/03/2005 - 07/16/2005	07/30/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2008/12	07/04/2005 - 07/17/2005	07/31/2005	430116	L6	2008	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2009/1	07/05/2005 - 07/18/2005	07/31/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2009/2	07/06/2005 - 07/19/2005	08/01/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2009/3	07/07/2005 - 07/20/2005	08/02/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2009/4	07/08/2005 - 07/21/2005	08/03/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2009/5	07/09/2005 - 07/22/2005	08/04/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2009/6	07/10/2005 - 07/23/2005	08/05/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2009/7	07/11/2005 - 07/24/2005	08/06/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2009/8	07/12/2005 - 07/25/2005	08/07/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2009/9	07/13/2005 - 07/26/2005	08/08/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2009/10	07/14/2005 - 07/27/2005	08/09/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	27.83	29.44	1.50	59.46
2009/11	07/15/2005 - 07/28/2005	08/10/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.51	4.47	4.62	0.25	9.88
2009/12	07/16/2005 - 07/29/2005	08/11/2005	430116	L6	2009	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	64.30	66.45	3.50	137.41
2010/1	07/17/2005 - 07/30/2005	08/12/2005	430116	L6	2010	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.64	53.80	55.65	3.00	118.92
2010/2	07/18/2005 - 07/31/2005	08/13/2005	430116	L6	2010	Eckhaus, Larry	SENR ATTORNEY	615127	Central Office - 625 Broadway	39.26	62.16	64.30	3.50	137.41
2010/3	07/19/2005 - 08/01/2005	08/14/2005	430116	L6	2010</									

EXHIBIT III

LAB COSTS TEE-BIRD COUNTRY CLUB 546028

SITE NAME	I.D.#	LOG#	SAMPLE DT.	VOUCHER NO.	INV. #	INV. DT.	INV. REC.	ANALYTICAL EXPENSES	BOTTLE EXPENSES	SHIPPING EXPENSES
Tee Bird Country Club	546028	85-SH	10/25/89	IT-3	89SH589			\$600.00		
Tee Bird Country Club	546028	85-SH	10/25/89	8				See 83-SH		
Tee Bird Country Club	546028	76-SH	9/14/90							\$80.00
Tee Bird Country Club	546028	76-SH	9/14/90	SRI-4	046761	11/21/90	12/12/90	\$3,266.00		
Tee Bird Country Club	546028	76-SH	9/14/90	12						\$32.30
						Subtotals		\$3,866.00	\$0.00	\$112.30
						Grant Total			\$3,978.30	