

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

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

ORDER ON CONSENT  
and  
ADMINISTRATIVE  
SETTLEMENT

Index # A6-0667-06-11  
Site # 622011

Ames True Temper,  
Respondent.

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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 Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

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

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

2. Ames True Temper ("Respondent") is the owner of a facility having an address of 253 East Main Street, Frankfort, Herkimer County, New York 13340 (hereinafter the "Site"). The Site is approximately 40 acres in size, developed with multiple manufacturing and storage buildings. Exhibit "A" is a map of the Site showing its general location.

3. The Site is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 622011 with a Classification "2" pursuant to ECL 27-1305.

4. In February 1987, the Department issued a Decision and Order regarding the Site, attached hereto as Exhibit "D".

5. In 1990 the Department and the Village of Frankfort filed a complaint against Union Fork & Hoe Company that resulted in a Consent Judgment captioned as, "In the Matter of State of New

York and the Village of Frankfort against Union Fork & Hoe Company, Index No. 90-cv-688 (Judge McCurn) dated January 1 1991, ( the 1991 Consent Judgment”), attached hereto as exhibit “E”.

6. In December 2004 the Department approved a Site Investigation Work Plan pursuant to which the Respondent commenced field work at the Site voluntarily (but not as a Volunteer as defined within the ECL) as there was no Order on Consent to conduct such work.

7. In February 2009 an Interim Remedial Measures (IRM) Work Plan was approved by the Department and amended in August 2009. The IRM Work plan was to be implemented by the Respondent. The Department contends that the IRM Work Plan has not been fully implemented at the time of this Order.

8. On March 8, 2011 The Respondent signed a proposed Stipulation and Corrective Action Plan pursuant to Section 17-0303 of the ECL and Section 176 of the Navigation Law, regarding Spill No. 89-09096 attached as Exhibit “F”. Spill No. 89-09096 was closed by the Department on July 31, 1997. There remains an open Spill case associated with the Site (Spill No. 0007178).

9. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment; and/or (iv) waiving any rights or defenses under the 1991 Consent Judgment.

10. With regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order.

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

**I. Initial Submittal**

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

**II. Development, Performance, and Reporting of Work Plans**

**A. Work Plans**

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work



plans ("Work Plan" or "Work Plans") and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 et seq. The Work Plan(s) under this Order shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a). All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

Each Work Plan submitted shall use one of the following captions on the cover page:

1. Site Characterization ("SC") Work Plan: a Work Plan whose objective is to identify the presence of any hazardous waste disposal at the Site;
2. Remedial Investigation/Feasibility Study ("RI/FS") Work Plan: a Work Plan whose objective is to perform a Remedial Investigation and a Feasibility Study;
3. Interim Remedial Measure ("IRM") Work Plan: a Work Plan whose objective is to provide for an Interim Remedial Measure;
4. Remedial Design/Remedial Action ("RD/RA") Work Plan: a Work Plan whose objective is to provide for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the Record of Decision ("ROD"); or
5. Site Management Plan: a Work Plan whose objective is to identify and implement the institutional and engineering controls required for the Site, as well as any necessary monitoring and/or operation and maintenance of the remedy.

B. Submission/Implementation of Work Plans

1. (a) A Remedial Investigation/Feasibility Study ("RI/FS") Work Plan shall be submitted to the Department within sixty (60) Days after the effective date of this Order.

(b) The Department may request that Respondent submit additional or supplemental Work Plans for the Site. Within thirty (30) Days after the Department's written request, Respondent shall advise the Department in writing whether it will submit and implement the requested additional or supplemental Work Plan or whether it elects to terminate this Order pursuant to Paragraph XIII. If Respondent elects to submit and implement such Work Plan, Respondent shall submit the requested Work Plan within sixty (60) Days after such election. If Respondent elects to terminate this Order or fails to make a timely election, this Order shall terminate pursuant to Paragraph XIII.

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

(d) Any request made by the Department under Subparagraph II.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XII.

2. A Professional Engineer must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

3. During all field activities conducted under this Order, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondent to perform such supervision as set forth in 6 NYCRR Part 375-1.6(a)(3).

#### C. Modifications to Work Plans

The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph II.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to Respondent's right to terminate pursuant to Paragraph XIII, provide written notification as provided at 6 NYCRR 375-1.6(d)(3) as to whether it will modify the Work Plan, or invoke dispute resolution.

#### D. Submission of Final Reports and Annual Reports

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

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

3. In the event that the final engineering report for the Site requires Site management, Respondent shall submit an annual report by the 1<sup>st</sup> Day of the month following the anniversary of the start of the Site management. Such annual report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Respondent may petition the Department for a determination that the institutional and/or engineering controls



may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

E. Review of Submittals other than Progress Reports and Health and Safety Plans

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

2. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall, subject to Respondent's right to terminate pursuant to Paragraph XIII in the event the rejected submittal is a Work Plan or modified Work Plan submitted prior to the Department's approval of the RD/RA Work Plan, elect as provided at 6 NYCRR 375-1.6(d)(4). If Respondent elects to modify the submittal, Respondent shall, within thirty (30) Days after such election, make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal. In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

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

F. Department's Issuance of a ROD

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

G. Release and Covenant Not to Sue

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

III. Progress Reports

Respondent shall submit written progress reports to the parties identified in Subparagraph XI.A.1 by the 10<sup>th</sup> Day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in an approved Work Plan. Such reports shall, at a minimum, include: all actions taken pursuant to this Order during the reporting period and those anticipated for the upcoming reporting period; all approved modifications to work plans and/or schedules; all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with the Site during the reporting period, including quality assurance/quality control information; information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the reporting period and those anticipated for the upcoming reporting period.

IV. Penalties

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

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

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



2. Respondent shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

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

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

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

#### V. Entry upon Site

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

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples,

duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

VI. Payment of State Costs

A. Within forty-five (45) days of the effective date of this Order, Respondent shall pay to the Department the sum of \$350,000 which shall represent reimbursement for past State Costs as provided at 6 NYCRR 375-1.5(b)(3) (see Exhibit "C"). The Department herein will waive the remaining balance of what is represented within Exhibit C at the termination of this Order if the Respondent substantially complies with the conditions of this Order.

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, other than those identified in Subparagraph VI.A., for work performed at or in connection with the Site through and including the Termination Date, as provided at 6 NYCRR 375-1.5(b)(3).

C. Costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3)(ii). 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:

Daniel Yurovich  
Ames True Temper  
465 Railroad Avenue  
Camp Hill, PA 17011

E. Each such payment shall be made payable to the New York State 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  
Attn: Bureau Director

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 invoiced costs as provided at 6 NYCRR 375-1.5(b)(3)(v) and (vi).

## VII. Reservation of Rights

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

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law and the 1991 Consent Judgment respecting any Departmental assertion of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

C. Notwithstanding any other language in this Order, the Department and Respondent agree that no provision of this Order shall be interpreted as a waiver by either the Department or the Respondent of its rights under the 1991 Consent Judgment and it is the express intent of both the Department and the Respondent that the entry of this Order shall not alter, change, diminish or otherwise affect the rights, defenses and enforceability of the terms of the 1991 Consent Judgment by either the Department or the Respondent and that both the Department and the Respondent expressly reserve their respective rights under the 1991 Consent Judgment.

## VIII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives and employees harmless as provided by 6 NYCRR 375-2.5(a)(3)(i).

IX. Public Notice

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

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

X. Environmental Easement

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

B. If the ROD provides for no action other than implementation of one or more institutional controls, Respondent shall cause an environmental easement to be recorded under the provisions of Subparagraph X.A. If Respondent does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Respondent will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9.

XI. Communications

A. All written communications required by this Order 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:

Salvatore F. Priore, P.E., Project Manager  
New York State Department of Environmental Conservation



625 Broadway, 11<sup>th</sup> Floor  
Albany, New York 12233-7014  
[sfpriore@gw.dec.state.ny.us](mailto:sfpriore@gw.dec.state.ny.us)

Note: three hard copies (one unbound) of work plans are required, as well as one electronic copy.  
with copies to:

Steven Bates  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, New York 12180-2216  
[smb02@health.state.ny.us](mailto:smb02@health.state.ny.us)

Gregory A. Rys, Public Health Specialist III  
New York State Department of Health  
Herkimer District Office  
5665 State Route 5  
Herkimer, New York 13350  
[gar02@health.state.ny.us](mailto:gar02@health.state.ny.us)

David Crosby, Section Chief  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233  
[dacrosby@gw.dec.state.ny.us](mailto:dacrosby@gw.dec.state.ny.us)

Michael Ryan, Director  
New York State Department of Environmental Conservation  
Remedial Bureau C  
625 Broadway  
Albany, New York 12233  
[mryan@gw.dec.state.ny.us](mailto:mryan@gw.dec.state.ny.us)

Dena Putnick, Esq.  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, New York 12233-1500  
[dnputnic@gw.dec.state.ny.us](mailto:dnputnic@gw.dec.state.ny.us)

*Correspondence only*

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

Daniel Yurovich  
Ames True Temper  
465 Railroad Avenue  
Camp Hill, PA 17011

Howard B. Epstein, Esq.  
Schulte, Roth & Zabel  
919 Third Avenue  
New York, New York 10022

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 XI or in Paragraph VI.

XII. Dispute Resolution

In the event disputes arise under this Order, Respondent may, within fifteen (15) Days after Respondent knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2). Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

XIII. Termination of Order

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

1. Respondent's election to terminate pursuant to Subparagraphs II.B.1.b, II.C or II.E.2 so long as such election is made prior to the Department's approval of the RD/RA Work Plan. In the event of termination in accordance with this Subparagraph XIII.A.1, this Order shall terminate effective the 5<sup>th</sup> Day after the Department's receipt of the written notification terminating this Order or the 5<sup>th</sup> Day after the time for Respondent to make its election has expired, whichever is earlier, provided, however, that if there are one or more Work Plan(s) for which a final report has not been approved at the time of Respondent's notification of its election to terminate this Order pursuant to Subparagraphs II.B.1.b or II.E.2 or its failure to timely make such an election pursuant to Subparagraphs II.B.1.b or II.E.2, Respondent shall promptly complete the activities required by such



previously approved Work Plan(s) consistent with the schedules contained therein. Thereafter, this Order shall terminate effective the 5<sup>th</sup> Day after the Department's approval of the final report for all previously approved Work Plans; or

2. The Department's written determination that Respondent has completed all phases of the Remedial Program (including Site Management), in which event the termination shall be effective on the 5<sup>th</sup> Day after the date of the Department's approval of the final report relating to the final phase of the Remedial Program.

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

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

#### XIV. Miscellaneous

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

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

C. 1. Respondent shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondent's obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondent's best efforts, any access, permits, easements, approvals,

institutional controls, or authorizations cannot be obtained, Respondent shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining same.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

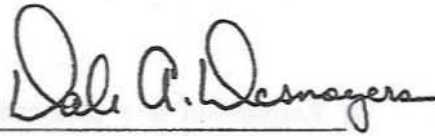
L. The effective date of this Order is the 10<sup>th</sup> Day after it is signed by the Commissioner or the Commissioner's designee.

DATED:

JOSEPH MARTENS  
COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

AUG 15 2011

By:



Dale A. Desnoyers, Director

Division of Environmental Remediation



CONSENT BY RESPONDENT

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

Ames True Temper

By: Daniel H. J. J. J. J.

Title: SR VP of Operations

Date: 8/2/11

STATE OF Pennsylvania )  
NEW YORK )

COUNTY OF Cumberland ) ss:

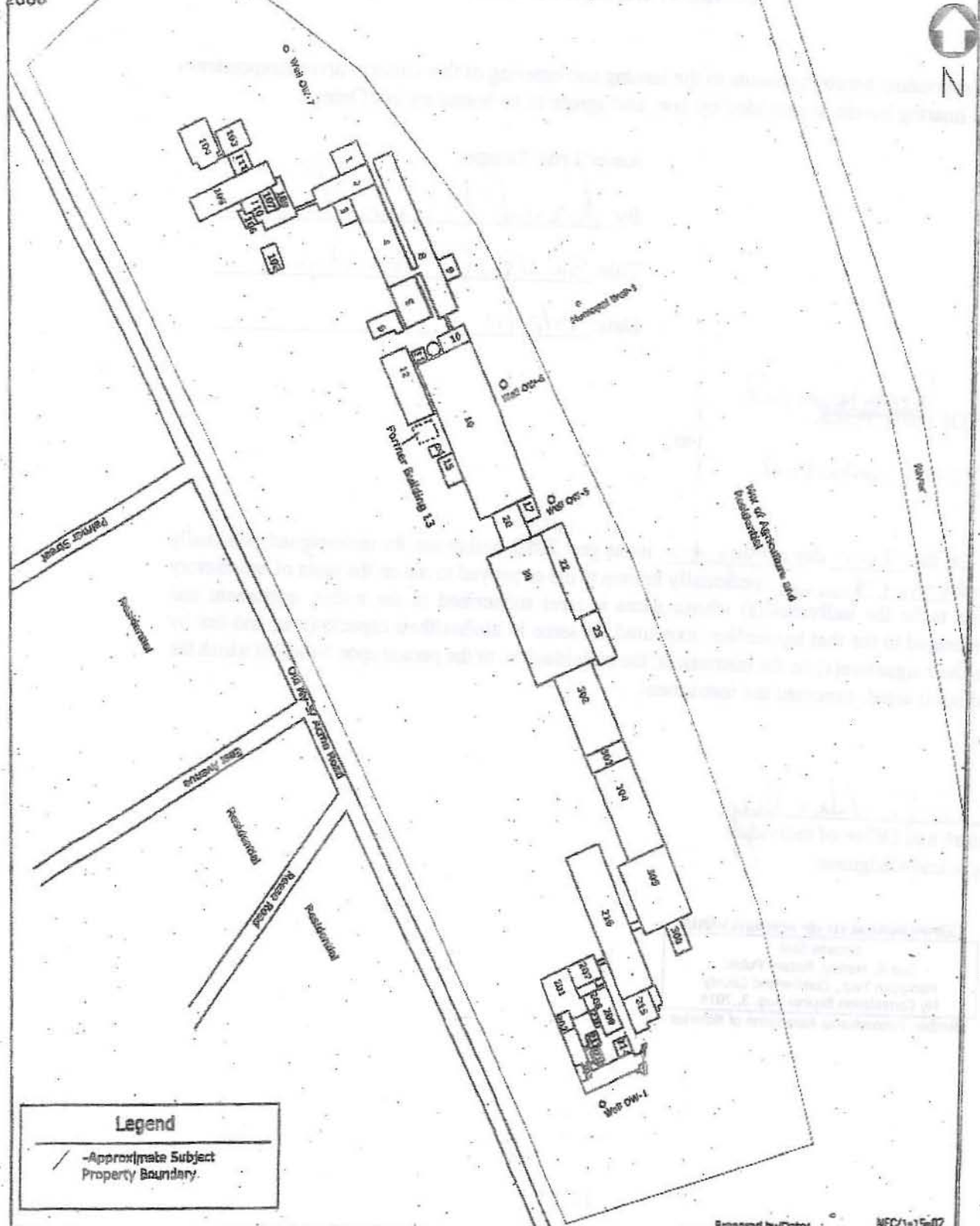
On the 2nd day of August, in the year 2011, before me, the undersigned, personally appeared Daniel J. J. J. J., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Sue A. Harley  
Signature and Office of individual  
taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sue A. Harley, Notary Public  
Hampden Twp., Cumberland County  
My Commission Expires Aug. 3, 2014  
Member, Pennsylvania Association of Notaries

# EXHIBIT "A"

Source: Alpha-Geoscience Interim Remedial Measures Work Plan, Union Tools, Inc. Frankfort, New York dated January 2006



Ames True Temper  
Union Tools Facility  
4617 Acme Road



Bradburne, Briller & Johnson, LLC  
www.bbgroup.com

Project No. 0324201

Sheet 5



## **EXHIBIT "B"**

### **RECORDS SEARCH REPORT**

1. Detail all environmental data and information within Respondent's or Respondent's agents' or consultants' possession or control regarding environmental conditions at or emanating from the Site.
2. A comprehensive list 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 of areas immediately surrounding the Site which are or might be affected by contamination at the Site, including all available topographic and property surveys, engineering studies, aerial photographs and full size maps of all contaminated areas and environmental media at the Site.
3. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to:
  - (i) a history and description of the Site, including the nature of operations;
  - (ii) the types, quantities, physical state, locations, methods, and dates of disposal or release of hazardous waste at or emanating from the Site;
  - (iii) a description of current Site security (i.e. fencing, posting, etc.); and
  - (iv) the names and addresses of all persons responsible for disposal of hazardous waste, including the dates of such disposal and any proof linking each such person responsible with the hazardous wastes identified.

**Exhibit "C"**  
**COST SUMMARY**

**WACOBIN MEADOW REPORT**

1. Overall all measurements, data and information within Wacobin's report is consistent. Procedures for testing regarding environmental conditions is consistent from the site.

2. A comparison was made of all existing environmental reports with those collected and analyzed within the report. A comparison of the results of all previous investigations of the site and of those currently conducted during the site visit is included by comparison to the site. Including all available topographic and property boundary information, aerial photographs and all maps of all concerned areas and environmental conditions is the site.

3. A further summary of information is provided by Wacobin's summary and is consistent with report.

4. A survey and description of the site including the nature of the site.

5. The report contains a description of the site, including the nature of the site, and a description of the site, including the nature of the site.

6. A description of the site is provided by Wacobin's report.

7. The report contains a description of the site, including the nature of the site, and a description of the site, including the nature of the site.



## EXHIBIT I

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

## COST SUMMARY

SITE NAME: Union Fork & Hoe  
 SITE NO.: 622011  
 TIME FRAME: DEC & DOH Life - 3/30/11

COST CATEGORY	AMOUNTS	EXHIBIT NO.
DIRECT PERSONAL SERVICES	\$171,754.47	
FRINGE	\$67,559.29	
INDIRECT	\$75,875.06	
<i>PERSONAL SERVICES SUBTOTAL</i>	<i>\$315,188.82</i>	II.A & II.B
CONTRACTUAL	\$176,705.03	III.A & III.B
TRAVEL	\$0.00	
OTHER NPS	\$0.00	
<i>NON-PERSONAL SERVICES SUBTOTAL</i>	<i>\$176,705.03</i>	
DEC TOTAL	\$491,893.85	
DOH TOTAL	\$46,319.16	IV
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	N/A	
<i>DEC &amp; DOH TOTAL</i>	<i>\$538,213.01</i>	
COST CAP (IF APPLICABLE)	N/A	
<b>GRAND TOTAL</b>	<b>\$538,213.01</b>	

New York State Department of Environmental Conservation  
Bureau of Federal and Municipal Accounts  
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EXHIBIT IIA

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 : 1794										
12/25/1985	1794	UNION FORK AND HOE	47542	231203 L2 85	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	OH/00	1355.80	2.00	39.68
02/19/1986	1794	UNION FORK AND HOE	47407	230443 L2 85	LARSON TIMOTHY J	SENR ENGRG TECH S W M	OH/00	617.64	4.00	38.81
03/19/1986	1794	UNION FORK AND HOE	47407	230443 L2 85	LARSON TIMOTHY J	SENR ENGRG TECH S W M	OH/00	617.64	2.00	18.93
08/06/1986	1794	UNION FORK & HOE	47542	231203 L2 86	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	OH/00	1498.79	3.00	70.86
10/29/1986	1794	UNION FORK & HOE	47542	231203 L2 86	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	OH/00	1498.79	19.50	453.02
03/18/1987	1794	UNION FORK & HOE	47542	231203 L2 86	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	OH/00	1498.79	6.00	133.69
04/15/1987	1794	UNION FORK & HOE	47542	231203 L2 87	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	QD/00	1836.57	18.00	450.53
05/13/1987	1794	UNION FORK & HOE	20581	231669 87	KENNA JOHN P	ASSOC SANI ENGR S W M	OF/60	1980.06	3.00	90.20
05/13/1987	1794	UNION FORK & HOE	47542	231203 L2 87	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	QD/00	1648.15	13.50	340.04
06/10/1987	1794	UNION FORK & HOE	47542	231203 L2 87	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	QD/00	1648.15	4.00	97.60
07/08/1987	1794	UNION FORK & HOE	44831	220016 FE 87	MCCORMICK D SUSAN	SENR SANI ENGR	NA/00	845.52	13.50	300.43
07/08/1987	1794	UNION FORK & HOE	47004	230427 L2 87	TABOR G EDWARD	SANITARY CONST INSP 2	NA/00	1320.53	23.50	486.82
07/08/1987	1794	UNION FORK & HOE	47542	231203 L2 87	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	QD/00	1648.15	12.00	303.23
08/05/1987	1794	UNION FORK & HOE	44365	220016 FE 87	VICKERSON J THOMAS	SANITARY CONST INSP 3	NA/00	1613.61	7.50	191.12
08/05/1987	1794	UNION FORK & HOE	44831	220016 FE 87	MCCORMICK D SUSAN	SENR SANI ENGR	NA/00	845.52	21.00	414.38
08/05/1987	1794	UNION FORK & HOE	47535	231203 L2 87	LUDLAM JAMES N	SENR SANI ENGR	QA/00	1017.64	4.50	120.53
08/05/1987	1794	UNION FORK & HOE	47004	230427 L2 87	TABOR G EDWARD	SANITARY CONST INSP 2	NA/00	1320.53	13.50	167.57
08/05/1987	1794	UNION FORK & HOE	47007	230427 L2 87	FRITTS ROBERT C	SANITARY CONST INSP 2	NA/40	1320.53	67.50	1407.62
08/05/1987	1794	UNION FORK & HOE	47542	231203 L2 87	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	QD/00	1648.15	8.00	207.53
09/02/1987	1794	UNION FORK & HOE	44831	220016 FE 87	MCCORMICK D SUSAN	SENR SANI ENGR	NA/00	845.52	2.00	44.51
09/02/1987	1794	UNION FORK & HOE	47542	231203 L2 87	DAVIDSON BRIAN H	SENR ENGRG GEOLOGIST	QD/00	1648.15	3.00	77.31
05/11/1988	1794	UNION FORK & HOE	23543	240202 88	GRANT ALAN F	SENR ENGRG GEOLOGIST	CB/00	1489.86	3.50	82.30
07/06/1988	1794	UNION FORK & HOE	23543	240202 88	GRANT ALAN F	SENR ENGRG GEOLOGIST	CB/00	1489.86	7.50	176.35



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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 : 1794										
09/28/1988	1794	UNION FORK & HOE	47025	230427 L2 88	VICKERSON J	THOMAS	SANITARY CONST INSP 3	QF/00	1518.04	7.50 191.53
09/28/1988	1794	UNION FORK & HOE	47022	230427 L2 88	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QF/00	1985.49	3.50 100.93
09/28/1988	1794	UNION FORK & HOE	47692	237152 L2 88	HESLER	DONALD J	ASSNT ENGRG GEOLOGIST	QD/60	1189.26	6.50 119.22
10/26/1988	1794	UNION FORK & HOE	23543	240202 88	GRANT	ALAN F	SENR ENGRG GEOLOGIST	CC/00	1862.46	9.50 279.25
10/26/1988	1794	UNION FORK & HOE	47022	230427 L2 88	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QB/00	2482.04	2.00 68.13
11/23/1988	1794	UNION FORK & HOE	23543	240202 88	GRANT	ALAN F	SENR ENGRG GEOLOGIST	CC/00	1647.27	23.00 597.96
11/23/1988	1794	UNION FORK & HOE	47022	230427 L2 88	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QF/00	2084.80	1.00 30.66
04/12/1989	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT	ALAN F	SENR ENGRG GEOLOGIST	CC/00	1729.66	1.00 27.49
04/12/1989	1794	UNION FORK & HOE	47059	430221 L2 89	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QF/00	2189.05	2.00 63.83
05/10/1989	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT	ALAN F	SENR ENGRG GEOLOGIST	CC/00	1729.66	11.50 316.11
05/10/1989	1794	UNION FORK & HOE	47059	430221 L2 89	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QF/00	2814.05	5.50 214.50
06/07/1989	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT	ALAN F	SENR ENGRG GEOLOGIST	CC/00	1729.66	14.50 398.57
06/07/1989	1794	UNION FORK & HOE	47059	430221 L2 89	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QF/00	2189.05	0.50 17.17
06/07/1989	1794	UNION FORK & HOE	47814	430116 L2 89	ASHLINE	DOUGLAS R	SENR ENGRG TECH S W M	CB/00	899.25	19.00 262.77
06/07/1989	1794	UNION FORK & HOE	23542	240202 MF 89	IANNOTTI	JOSEPH J	SENR SANI ENGR	CC/00	1648.08	10.50 257.82
07/05/1989	1794	UNION FORK & HOE	47059	430221 L2 89	VANHOESEN G	JAMES	ASSOC SANI CONSTR ENG	QF/00	2189.05	0.50 15.62
07/05/1989	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM	JAMES J	ASSNT SANI ENGR	QF/00	942.59	3.00 45.76
08/02/1989	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM	JAMES J	ASSNT SANI ENGR	QF/00	942.59	5.25 77.16
08/30/1989	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM	JAMES J	ASSNT SANI ENGR	QF/00	942.59	2.25 33.35
09/27/1989	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT	ALAN F	SENR ENGRG GEOLOGIST	CC/00	1729.66	23.50 645.96

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**										
*Time & Activity Code : 1794										
09/27/1989	1794	UNION FORK & HOE	47059	430221 L2 89	VANHOESEN JAMES	ASSOC SANI CONSTR ENG	QF/00	2189.05	2.00	59.30
09/27/1989	1794	UNION FORK & HOE	47824	430116 L2 89	OZOLS ROLAND V	JR ENGINEER	CC/00	1198.43	5.50	103.37
09/27/1989	1794	UNION FORK & HOE	23546	240202 MF 89	VANCOTT PAUL	ATTORNEY 1	CC/00	1379.66	1.00	20.95
09/27/1989	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	942.59	5.50	81.32
10/25/1989	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT ALAN F	SENR ENGRG GEOLOGIST	CC/00	1938.49	26.50	816.37
10/25/1989	1794	UNION FORK & HOE	47814	430116 L2 89	ASHLINE DOUGLAS R	SENR ENGRG TECH S W M	CB/00	899.25	18.00	254.32
10/25/1989	1794	UNION FORK & HOE	47824	430116 L2 89	OZOLS ROLAND V	JR ENGINEER	CC/00	1198.43	12.00	225.54
10/25/1989	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	968.17	0.50	7.61
11/22/1989	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT ALAN F	SENR ENGRG GEOLOGIST	CC/00	1799.27	22.50	643.36
11/22/1989	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	993.76	0.50	8.26
02/14/1990	1794	UNION FORK & HOE	47050	430221 L2 89	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1293.33	1.00	20.55
02/14/1990	1794	UNION FORK & HOE	47323	430221 L2 89	OUDEKIRK PETER	ASSNT SANI ENGR	QD/60	1296.35	15.00	309.02
03/14/1990	1794	UNION FORK & HOE	23543	240202 MF 89	GRANT ALAN F	SENR ENGRG GEOLOGIST	CC/00	1799.27	13.00	371.72
03/14/1990	1794	UNION FORK & HOE	47112	430221 L2 89	HESLER DONALD J	SENR ENGRG GEOLOGIST	QD/60	1606.45	11.50	293.59
04/11/1990	1794	UNION FORK & HOE	47112	430221 L2 90	HESLER DONALD J	SENR ENGRG GEOLOGIST	QD/60	1650.64	1.00	26.17
04/11/1990	1794	UNION FORK & HOE	47323	430221 L2 90	OUDEKIRK PETER	ASSNT SANI ENGR	QD/60	1383.00	7.50	163.39
05/09/1990	1794	UNION FORK & HOE	23543	240202 MF 90	GRANT ALAN F	SENR ENGRG GEOLOGIST	CC/00	1898.27	15.50	466.57
05/09/1990	1794	UNION FORK & HOE	47919	430271 L2 90	PARRATT NORMAN D	SENR ATTORNEY HZD WLP	CC/00	2083.99	10.50	344.69
05/09/1990	1794	UNION FORK & HOE	47112	430221 L2 90	HESLER DONALD J	SENR ENGRG GEOLOGIST	QD/60	1694.83	2.00	53.75
05/09/1990	1794	UNION FORK & HOE	47323	430221 L2 90	OUDEKIRK PETER	ASSNT SANI ENGR	QD/60	1367.65	33.00	692.59
06/06/1990	1794	UNION FORK & HOE	47919	430271 L2 90	PARRATT NORMAN D	SENR ATTORNEY HZD WLP	CC/00	2083.99	3.50	112.66
06/06/1990	1794	UNION FORK & HOE	47050	430221 L2 90	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1305.25	0.50	9.67
07/04/1990	1794	UNION FORK & HOE	47919	430271 L2 90	PARRATT NORMAN D	SENR ATTORNEY HZD WLP	CC/00	2083.99	0.50	16.09
07/04/1990	1794	UNION FORK & HOE	47050	430221 L2 90	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1305.25	2.50	49.12
07/04/1990	1794	UNION FORK & HOE	47323	430221 L2 90	OUDEKIRK PETER	ASSNT SANI ENGR	QD/60	1367.65	22.50	487.96



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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 : 1794										
08/01/1990	1794	UNION FORK & HOE	23543	240202 MF 90	GRANT ALAN F	SENR ENGRG GEOLOGIST	CC/00	1898.27	3.50	105.35
08/01/1990	1794	UNION FORK & HOE	47321	430221 L2 90	SWEREDOSKI DARRELL M	ENVIRNL ENGINEER 3	QA/60	2180.88	9.00	311.25
08/01/1990	1794	UNION FORK & HOE	47112	430221 L2 90	HESLER DONALD J	SENR ENGRG GEOLOGIST	QD/60	1694.83	2.00	53.75
08/01/1990	1794	UNION FORK & HOE	47323	430221 L2 90	OUDERKIRK PETER	ASSNT SANI ENGR	QD/60	1367.65	7.50	162.65
10/24/1990	1794	UNION FORK & HOE	47050	430221 L2 90	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1305.25	1.00	16.25
12/19/1990	1794	UNION FORK & HOE	47919	430271 L2 90	PARRATT NORMAN D	SENR ATTORNEY HZD WLP	CC/00	2083.99	2.00	66.09
12/19/1990	1794	UNION FORK & HOE	47914	430271 L2 90	REAMON THOMAS A	ENVIRNL ENGINEER 3	QC/00	2309.45	3.00	107.36
12/19/1990	1794	UNION FORK & HOE	47050	430221 L2 90	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1367.69	1.50	32.21
01/16/1991	1794	UNION FORK & HOE	47919	430271 L2 90	PARRATT NORMAN D	SENR ATTORNEY HZD WLP	CC/00	1979.78	2.00	62.79
01/16/1991	1794	UNION FORK & HOE	47050	430221 L2 90	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1299.30	1.00	44.93
02/13/1991	1794	UNION FORK & HOE	47050	430221 L2 90	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1230.91	2.50	48.47
06/05/1991	1794	UNION FORK & HOE	47062	430221 L2 91	ZEPPETELLI WILLIAM	ENVIRNL ENGRG TECHN 2	QF/00	933.97	5.00	401.60
06/05/1991	1794	UNION FORK & HOE	47050	430221 L2 91	DRUMM JAMES J	ASSNT SANI ENGR	QF/00	1425.57	2.50	56.05
07/03/1991	1794	UNION FORK & HOE	47914	430271 L2 91	REAMON THOMAS A	ENVIRNL ENGINEER 3	QC/00	2928.13	1.50	68.40
08/28/1991	1794	UNION FORK & HOE	47914	430271 L2 91	REAMON THOMAS A	ENVIRNL ENGINEER 3	QC/00	2303.13	4.00	147.29
09/25/1991	1794	UNION FORK & HOE	23543	240202 MF 91	GRANT ALAN F	ENGRG GEOLOGIST 2	CC/00	1966.33	4.00	125.75
11/20/1991	1794	UNION FORK & HOE	47017	430221 L2 91	WHITFIELD CYNTHIA	ASSNT SANI ENGR	QC/00	1301.68	7.00	142.52
11/20/1991	1794	UNION FORK & HOE	47323	430221 L2 91	OUDERKIRK PETER	ASSNT SANI ENGR	QD/60	1539.56	7.50	181.24
11/18/1992	1794	UNION FORK & HOE	47017	430221 L2 92	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1305.25	2.50	51.15
12/16/1992	1794	UNION FORK & HOE	47017	430221 L2 92	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1305.25	8.00	164.50
12/16/1992	1794	UNION FORK & HOE	47323	430221 L2 92	OUDERKIRK PETER	ENVIRNL ENGINEER 1	QD/60	1430.10	12.25	281.96
03/10/1993	1794	UNION FORK & HOE	47018	430221 L2 92	KING SONDR K	SENR ACCTNT	QB/00	1193.37	5.00	96.03
03/10/1993	1794	UNION FORK & HOE	47017	430221 L2 92	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1305.25	5.00	102.64
04/07/1993	1794	UNION FORK & HOE	47100	430221 L2 93	SEELEY BETTY	ENVIRON CHEM I	QA/00	1175.80	2.50	46.90
04/07/1993	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1305.25	7.00	143.80

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07/29/2011

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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 : 1794										
06/02/1993	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1305.25	2.50	51.14
07/28/1993	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1305.25	7.50	157.24
09/22/1993	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	2010.67	6.00	188.74
10/20/1993	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1450.24	39.50	905.73
10/20/1993	1794	UNION FORK & HOE	47323	430221 L2 93	OUDEKIRK PETER	ENVIRNL ENGINEER 1	QD/60	1580.07	3.75	95.18
01/12/1994	1794	UNION FORK & HOE	47323	430221 L2 93	OUDEKIRK PETER	ENVIRNL ENGINEER 1	QD/60	1580.07	1.00	25.38
02/09/1994	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1450.24	2.00	42.52
03/09/1994	1794	UNION FORK & HOE	47017	430221 L2 93	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1450.24	52.00	1195.38
08/24/1994	1794	UNION FORK & HOE	47017	430221 L2 94	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1672.54	29.00	755.46
01/11/1995	1794	UNION FORK & HOE	47345	430221 L2 94	OUDEKIRK PETER	ENVIRNL ENGINEER 2	QD/60	1840.24	1.00	29.43
05/29/1996	1794	UNION FORK & HOE	47327	430360 L2 96	WAITE PHILIP	ENVIRNL ENGINEER 2	QD/60	2165.38	7.00	243.71
06/26/1996	1794	UNION FORK & HOE	47017	430221 L2 96	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1672.85	1.00	26.50
11/13/1996	1794	UNION FORK & HOE	47141	430221 L2 96	THAPA JANE C	ENVIRNL ENGINEER 1	QC/00	1741.24	14.50	399.27
12/11/1996	1794	UNION FORK & HOE	47141	430221 L2 96	THAPA JANE C	ENVIRNL ENGINEER 1	QC/00	1741.24	9.00	252.85
01/08/1997	1794	UNION FORK & HOE	47017	430221 L2 96	WHITFIELD CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1672.85	4.00	105.33
04/02/1997	1794	622011 UNION FORK &	47084	430221 L2 97	HOFFMAN JR, CARL R	ENVIRNL ENGINEER 2	QC/00	2165.38	4.00	139.60
04/30/1997	1794	622011 UNION FORK &	47657	430116 L2 97	DEVINE, EDWARD	ASSNT COUNSL	CC/00	3229.43	1.50	78.08
09/17/1997	1794	622011 UNION FORK &	23274	240228 MF 97	CHRISTIAN, DEBORAH W	ASSOC ATTY	CA/00	1859.11	3.00	122.33
01/07/1998	1794	622011 UNION FORK &	23274	240228 MF 97	CHRISTIAN, DEBORAH W	ASSOC ATTY	CA/00	1924.19	3.00	132.92
01/07/1998	1794	622011 UNION FORK &	47144	430221 L2 97	MCCUE, KATHLEEN A	ENVIRNL ENGINEER 1	QG/00	1832.41	4.50	132.90
02/04/1998	1794	622011 UNION FORK &	47017	430221 L2 97	WHITFIELD, CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1781.94	2.00	55.90
02/04/1998	1794	622011 UNION FORK &	47144	430221 L2 97	MCCUE, KATHLEEN A	ENVIRNL ENGINEER 1	QG/00	1832.41	9.00	264.06
03/04/1998	1794	622011 UNION FORK &	47017	430221 L2 97	WHITFIELD, CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1781.94	2.00	55.78
03/04/1998	1794	622011 UNION FORK &	23274	240228 MF 97	CHRISTIAN, DEBORAH W	ASSOC ATTY	CA/00	1924.19	10.00	425.90
04/01/1998	1794	622011 UNION FORK &	47321	430360 L2 98	SWEREDOSKI, DARRELL M	ENVIRNL ENGINEER 3	QA/60	2616.37	15.00	634.44



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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 : 1794										
04/01/1998	1794	622011 UNION FORK &	47328	430360 L2 98	OUDEKIRK, PETER	ENVIRNL ENGINEER 2	QA/60	2164.55	7.50	262.47
09/16/1998	1794	622011 UNION FORK &	47082	430221 L2 98	DEMICK, WALTER E	ENVIRNL ENGINEER 3	QG/00	2616.37	6.00	227.95
04/28/1999	1794	622011 UNION FORK &	47088	430221 L2 99	HUGHES, TERRY	ENVIRNL ENGINEER 1	QC/00	1526.29	1.75	40.74
04/26/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2944.62	8.00	375.55
05/24/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2413.12	28.50	1110.72
05/24/2000	1794	622011 UNION FORK &	47328	430360 L2 00	OUDEKIRK, PETER	ENVIRNL ENGINEER 2	QA/60	2411.42	3.75	146.06
06/21/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2319.62	37.00	1386.41
07/19/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2319.62	50.50	1892.26
07/19/2000	1794	622011 UNION FORK &	47017	430221 L2 00	WHITFIELD, CYNTHIA	ENVIRNL ENGINEER 1	QC/00	1896.55	19.75	574.47
07/19/2000	1794	622011 UNION FORK &	15182	208894 00	ZUK, ELAINE	ENGRG GEOLOGIST 2	QC/00	2223.42	19.50	675.63
07/19/2000	1794	622011 UNION FORK &	23535	240228 MF 00	CHRISTIAN, DEBORAH W	ASSOC ATTY	CA/00	1991.54	1.00	45.53
08/16/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2569.62	55.00	2282.75
08/16/2000	1794	622011 UNION FORK &	15182	208894 00	ZUK, ELAINE	ENGRG GEOLOGIST 2	QC/00	2473.42	6.00	239.72
09/13/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	3618.15	37.00	2027.39
09/13/2000	1794	622011 UNION FORK &	15182	208894 00	ZUK, ELAINE	ENGRG GEOLOGIST 2	QC/00	3456.24	11.50	625.40
09/13/2000	1794	622011 UNION FORK &	47086	430221 L2 00	SHAW, WILLIAM J	ENGRG GEOLOGIST 1	QC/00	3046.42	40.50	1963.64
10/11/2000	1794	622011 UNION FORK &	47095	430221 L2 00	KOCH, THOMAS M	ENVIRNL PRGM SPEC 1	QC/00	1820.49	10.00	279.68
10/11/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2559.48	108.00	3893.73
10/11/2000	1794	622011 UNION FORK &	47321	430360 L2 00	SWEREDOSKI, DARRELL M	ENVIRNL ENGINEER 3	QA/60	2872.86	7.50	347.99
10/11/2000	1794	622011 UNION FORK &	15182	208894 00	ZUK, ELAINE	ENGRG GEOLOGIST 2	QC/00	2358.82	47.75	1651.54
10/11/2000	1794	622011 UNION FORK &	47023	430221 L2 00	PINE, BURTON L	ENVIRNL PRGM SPEC 1	QC/00	1702.78	10.50	275.74
10/11/2000	1794	622011 UNION FORK &	47086	430221 L2 00	SHAW, WILLIAM J	ENGRG GEOLOGIST 1	QC/00	2012.04	51.25	1638.03
10/11/2000	1794	622011 UNION FORK &	47324	430360 L2 00	MARSCH, ALVIN J	ENVIRNL ENGINEER 2	QA/60	2557.78	2.00	82.62
11/08/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2460.88	34.00	1346.90



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**										
*Time & Activity Code : 1794										
11/08/2000	1794	622011 UNION FORK &	47086	430221 L2 00	SHAW, WILLIAM J	ENGRG GEOLOGIST 1	QC/00	2012.04	14.50	455.05
12/06/2000	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2584.28	72.50	2986.25
12/06/2000	1794	622011 UNION FORK &	15182	208894 00	ZUK, ELAINE	ENGRG GEOLOGIST 2	QC/00	2358.82	6.00	228.60
12/06/2000	1794	622011 UNION FORK &	47038	430221 L2 00	MEAGER, RUTH M	ENVIRNL PRGM SPEC 1	QB/00	1820.49	2.50	73.51
01/03/2001	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2460.88	15.00	596.22
01/03/2001	1794	622011 UNION FORK &	47321	430360 L2 00	SWEREDOSKI, DARRELL M	ENVIRNL ENGINEER 3	QA/60	2872.86	18.00	835.18
01/31/2001	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2460.88	6.00	238.49
01/31/2001	1794	622011 UNION FORK &	15182	208894 00	ZUK, ELAINE	ENGRG GEOLOGIST 2	QC/00	2358.82	6.00	228.60
01/31/2001	1794	622011 UNION FORK &	47038	430221 L2 00	MEAGER, RUTH M	ENVIRNL PRGM SPEC 1	QB/00	1820.49	3.50	102.91
02/28/2001	1794	622011 UNION FORK &	47082	430221 L2 00	DEMICK, WALTER E	ENVIRNL ENGINEER 3	QG/00	2872.86	8.00	368.77
02/28/2001	1794	622011 UNION FORK &	47327	430360 L2 00	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2460.88	6.50	256.63
04/25/2001	1794	622011 UNION FORK &	47038	430221 L2 01	MEAGER, RUTH M	ENVIRNL PRGM SPEC 1	QB/00	1884.20	2.50	75.44
06/20/2001	1794	622011 UNION FORK &	47111	430221 L2 01	HARRINGTON, JAMES B	ENVIRNL ENGINEER 3	QB/00	2973.43	1.00	47.71
09/12/2001	1794	622011 UNION FORK &	15189	208894 01	ALDEN, LAWRENCE J	ENVIRNL ENGINEER 2	QG/00	2547.03	1.00	40.79
10/10/2001	1794	622011 UNION FORK &	47057	430221 L2 01	TROMP, DAVID A	ENVIRNL ENGINEER 1	QD/00	1795.41	34.50	992.13
10/10/2001	1794	622011 UNION FORK &	47327	430360 L2 01	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2547.03	1.50	61.19
10/10/2001	1794	622011 UNION FORK &	15189	208894 01	ALDEN, LAWRENCE J	ENVIRNL ENGINEER 2	QG/00	2547.03	0.75	30.40
11/07/2001	1794	622011 UNION FORK &	47057	430221 L2 01	TROMP, DAVID A	ENVIRNL ENGINEER 1	QG/00	1795.41	2.00	30.05
11/07/2001	1794	622011 UNION FORK &	47057	430221 L2 01	TROMP, DAVID A	ENVIRNL ENGINEER 1	QG/00	1795.41	2.00	30.05
01/30/2002	1794	622011 UNION FORK &	47057	430221 L2 01	TROMP, DAVID A	ENVIRNL ENGINEER 1	QG/00	1795.41	1.00	28.57
01/30/2002	1794	622011 UNION FORK &	15189	208894 01	ALDEN, LAWRENCE J	ENVIRNL ENGINEER 2	QG/00	2547.03	2.00	81.06
04/24/2002	1794	622011 UNION FORK &	47057	430221 L2 02	TROMP, DAVID A	ENVIRNL ENGINEER 1	QG/00	1917.68	1.00	30.96
05/22/2002	1794	622011 UNION FORK &	47057	430221 L2 02	TROMP, DAVID A	ENVIRNL ENGINEER 1	QG/00	1917.68	6.00	184.52
05/22/2002	1794	622011 UNION FORK &	47327	430360 L2 02	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2636.17	3.50	148.95
08/14/2002	1794	622011 UNION FORK &	47327	430360 L2 02	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2636.17	2.00	85.11

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**										
*Time & Activity Code : 1794										
02/26/2003	1794	622011 UNION FORK &	47327	430360 L2 02	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2636.17	6.50	274.81
08/13/2003	1794	622011 UNION FORK &	47327	430360 L2 03	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2628.95	10.00	423.77
08/13/2003	1794	622011 UNION FORK &	39931	220032 FE 02	BOLOGNA, KELLY	ENVIRNL ENGINEER 3	QC/00	2786.70	7.00	314.49
08/13/2003	1794	622011 UNION FORK &	47517	430221 L2 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	2.50	111.93
09/10/2003	1794	622011 UNION FORK &	47011	430221 L2 03	BROWN, BRADLEY	ENGRG GEOLOGIST 2	QF/00	2519.90	2.00	80.84
09/10/2003	1794	622011 UNION FORK &	47517	430221 L2 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	2.00	86.95
10/08/2003	1794	622011 UNION FORK &	47077	430221 L2 03	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2628.95	73.00	2984.04
11/05/2003	1794	622011 UNION FORK &	47077	430221 L2 03	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2628.95	44.00	1773.07
11/05/2003	1794	622011 UNION FORK &	47517	430221 L2 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	5.50	234.53
12/03/2003	1794	622011 UNION FORK &	47517	430221 L2 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	7.00	302.39
12/31/2003	1794	622011 UNION FORK &	47077	430221 L2 03	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2628.95	21.50	890.30
12/31/2003	1794	622011 UNION FORK &	47517	430221 L2 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	3.00	131.05
01/28/2004	1794	622011 UNION FORK &	47517	430221 L2 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	2.00	89.86
02/25/2004	1794	622011 UNION FORK &	47077	430221 L6 03	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2628.95	24.25	1022.65
02/25/2004	1794	622011 UNION FORK &	47517	430221 L6 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	8.00	348.88
03/24/2004	1794	622011 UNION FORK &	47327	430378 L6 03	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2628.95	1.00	42.38
03/24/2004	1794	622011 UNION FORK &	47517	430221 L6 03	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2786.70	2.00	88.53
04/21/2004	1794	622011 UNION FORK &	47077	430221 L6 04	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	3886.17	30.00	1876.88
05/19/2004	1794	622011 UNION FORK &	47077	430221 L6 04	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2636.17	24.75	1050.31
05/19/2004	1794	622011 UNION FORK &	47517	430221 L6 04	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2794.35	9.75	426.47
07/14/2004	1794	622011 UNION FORK &	47077	430221 L6 04	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2636.17	11.50	484.83
07/14/2004	1794	622011 UNION FORK &	47517	430221 L6 04	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2794.35	2.00	88.35
08/11/2004	1794	622011 UNION FORK &	47077	430221 L6 04	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	2636.17	27.25	1156.41
08/11/2004	1794	622011 UNION FORK &	47517	430221 L6 04	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2794.35	2.00	87.34
10/06/2004	1794	622011 UNION FORK &	47327	430378 L6 04	WAITE, PHILIP	ENVIRNL ENGINEER 2	QA/60	2636.17	1.50	63.66



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11/03/2004	1794	622011 UNION FORK &	47517	430221 L6 04	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	2874.21	2.00	63.67
12/01/2004	1794	622011 UNION FORK &	47077	430221 L6 04	PRIORE, SALVATORE	ENVIRNL ENGINEER 2	QF/00	3629.27	53.25	3080.10
12/01/2004	1794	622011 UNION FORK &	47517	430221 L6 04	CROSBY, DAVID	ENVIRNL ENGINEER 3	QF/00	3908.84	4.00	246.63
12/01/2004	1794	622011 UNION FORK &	47056	430221 L6 04	DEYETTE, R	SANITARY CONST INSP 3	QF/00	3073.50	49.00	2055.74
12/29/2004	1794	622011 UNION FORK &	47056	430221 L6 04	DEYETTE, R	SANITARY CONST INSP 3	QF/00	2087.79	23.50	722.35
* Subsubtotal *									2273.25	76884.76
** Subtotal **									2273.25	76884.76
*** Total ***									2273.25	76884.76
										*** Total ***
Calculated Fringe Benefits Costs										24,645.80
Calculated Indirect Overhead Costs										35,094.08
Total T&A Costs plus Fringe and Indirect										136,624.64



# LATSnet

leave & accrual tracking system

PART OF CMA  
HRnet

## Cost Query - Ad Hoc

Criteria: Timecard Begin Date 3/24/2005 And Timecard End Date 3/30/2011 And Task Code 1794

Leave Charges: Included

Cost Indicator: Direct

Rate Type: Non-Federal

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Jump To Employee: All

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
Task: 1794 - 622011 UNION FORD & MOE														
2005/5	05/02/2005 - 05/15/2005	06/29/2005	430221	L6	2005	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	49.94	45.19	46.74	2.00	99.88
2005/11	08/23/2005 - 09/07/2005	09/21/2005	430221	L6	2005	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.77	45.94	47.52	2.00	101.54
2005/12	09/08/2005 - 09/21/2005	10/05/2005	430221	L6	2005	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	48.50	65.82	68.09	3.00	145.50
2005/13	09/22/2005 - 10/05/2005	10/19/2005	430221	L6	2005	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.27	45.48	47.05	2.00	100.54
2006/13	09/18/2006 - 10/01/2006	10/15/2006	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.30	27.47	27.99	1.00	60.30
2006/15	10/16/2006 - 10/29/2006	11/12/2006	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	59.32	81.06	82.60	3.00	177.96
2006/16	10/30/2006 - 11/12/2006	11/26/2006	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	59.12	80.79	82.32	3.00	177.36
2006/19	12/11/2006 - 12/24/2006	01/07/2007	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	59.90	27.28	27.80	1.00	59.90
2006/22	01/22/2007 - 02/04/2007	02/18/2007	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.36	106.33	108.35	4.00	223.44
2006/24	02/19/2007 - 03/04/2007	03/18/2007	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.50	55.12	56.16	2.00	121.00
2006/25	03/05/2007 - 03/18/2007	04/01/2007	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.18	79.50	81.01	3.00	174.54
2006/26	03/19/2007 - 04/01/2007	04/15/2007	430221	L6	2006	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	59.32	54.04	55.07	2.00	118.64
2009/1	04/02/2009 - 04/15/2009	04/29/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	59.04	25.91	24.04	1.00	59.04
2009/2	04/16/2009 - 04/29/2009	05/13/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.10	178.46	165.60	7.00	406.70
2009/3	04/30/2009 - 05/13/2009	05/27/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	61.00	26.77	24.84	1.00	61.00
2009/6	07/06/2009 - 07/22/2009	08/05/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	61.00	26.77	24.84	1.00	61.00
2009/12	09/03/2009 - 09/16/2009	09/30/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	61.00	26.77	24.84	1.00	61.00
2009/13	09/17/2009 - 09/30/2009	10/14/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.80	53.36	49.51	2.00	121.60
2009/15	10/15/2009 - 10/28/2009	11/10/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.20	132.08	122.96	5.00	301.00
2009/16	10/29/2009 - 11/11/2009	11/25/2009	430221	L6	2009	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.20	79.25	73.54	3.00	180.60
2010/3	04/26/2010 - 05/12/2010	05/26/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	61.26	89.00	64.02	3.00	183.78
2010/4	05/13/2010 - 05/26/2010	06/09/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	65.91	159.60	114.80	5.00	329.55
2010/5	05/27/2010 - 06/09/2010	06/23/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	64.01	124.00	89.20	4.00	256.04
2010/6	06/10/2010 - 06/23/2010	07/07/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	64.63	62.60	45.03	2.00	129.26
2010/11	08/18/2010 - 09/01/2010	09/15/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	65.26	252.84	181.87	8.00	522.08
2010/14	09/30/2010 - 10/13/2010	10/27/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	66.57	128.96	92.76	4.00	266.28
2010/15	10/14/2010 - 10/27/2010	11/10/2010	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	65.48	31.71	22.81	1.00	65.48
2010/21	01/06/2011 - 01/19/2011	02/02/2011	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	66.57	32.24	23.19	1.00	66.57
2010/25	03/03/2011 - 03/16/2011	03/30/2011	430221	L6	2010	Crosby, David	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	66.57	32.24	23.19	1.00	66.57
2008/22	01/22/2009 - 02/04/2009	02/18/2009	430221	L6	2008	Dayette, R Scott	SANITARY CONST INSP-3	615127	Central Office - 625 Broadway	39.43	143.68	146.41	8.00	315.44
2008/24	02/19/2009 - 03/18/2009	03/22/2009	430221	L6	2008	Dayette, R	SANITARY	615127	Central Office - 625 Broadway	37.90	345.27	351.83	20.00	758.00



	03/04/2009					Scott	CONST INSP 3		625 Broadway					
2008/25	03/05/2009 - 03/18/2009	04/01/2009	430221	L6	2009	Dayette, R Scott	SANITARY CONST INSP 3	615127	Central Office - 625 Broadway	36.00	1,143.76	1,165.50	69.75	2,511.00
2009/12	09/03/2009 - 09/16/2009	09/30/2009	430221	L6	2009	Dayette, R Scott	SANITARY CONST INSP 3	615127	Central Office - 625 Broadway	39.76	61.06	56.66	9.50	139.16
2009/15	10/13/2009 - 10/26/2009	11/10/2009	430221	L6	2009	Harrington, James	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	56.84	62.35	57.86	2.50	142.10
2008/25	03/05/2009 - 03/18/2009	04/01/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	25.35	369.50	376.53	32.00	811.20
2008/26	03/19/2009 - 04/01/2009	04/15/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	25.59	1,095.69	1,116.52	94.00	2,405.46
2009/1	04/02/2009 - 04/15/2009	04/29/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	27.71	261.42	242.58	21.50	595.77
2009/6	06/11/2009 - 06/24/2009	07/08/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	30.41	26.69	24.77	2.00	60.82
2009/11	08/20/2009 - 09/02/2009	09/16/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	28.88	20.35	23.52	2.00	57.76
2009/14	10/01/2009 - 10/14/2009	10/28/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	31.81	146.66	136.09	10.50	334.22
2009/17	11/12/2009 - 11/25/2009	12/09/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	29.42	787.48	730.73	61.00	1,794.62
2008/18	11/26/2009 - 12/09/2009	12/23/2009	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	31.83	766.19	712.83	55.00	1,750.65
2009/19	12/10/2009 - 12/23/2009	01/06/2010	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	29.91	1,197.61	1,111.31	91.25	2,729.29
2009/20	12/24/2009 - 01/06/2010	01/20/2010	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	32.68	946.44	878.24	66.00	2,156.88
2009/21	01/07/2010 - 01/20/2010	02/03/2010	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	31.37	984.21	913.29	71.50	2,242.96
2009/22	01/21/2010 - 02/03/2010	02/17/2010	430221	L6	2009	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	28.43	405.44	376.23	32.50	923.98
2009/26	03/18/2010 - 03/31/2010	04/14/2010	430221	L6	2010	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	30.24	13.27	12.31	1.00	30.24
2010/3	04/29/2010 - 05/12/2010	05/26/2010	430221	L6	2010	HERMAN, DAVID	SANITARY CONST INSP 2	615127	Central Office - 625 Broadway	33.40	32.35	23.27	2.00	66.80
2007/8	07/12/2007 - 07/25/2007	08/08/2007	430378	L6	2007	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	27.13	850.41	893.68	66.75	1,810.93
2007/9	07/26/2007 - 08/08/2007	08/22/2007	430378	L6	2007	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	29.16	314.95	330.97	23.00	670.68
2007/10	08/09/2007 - 08/22/2007	09/05/2007	430378	L6	2007	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	26.81	125.90	132.31	10.00	268.10
2009/11	08/20/2009 - 09/02/2009	09/16/2009	430378	L6	2009	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	33.50	867.29	804.79	59.00	1,976.50
2009/12	09/03/2009 - 09/16/2009	09/30/2009	430378	L6	2009	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	28.45	521.20	483.64	41.75	1,187.79
2009/13	09/17/2009 - 09/30/2009	10/14/2009	430378	L6	2009	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	32.78	107.88	100.11	7.50	245.85
2009/14	10/01/2009 - 10/14/2009	10/28/2009	430378	L6	2009	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	29.83	742.82	689.29	56.75	1,692.85
2009/15	10/15/2009 - 10/28/2009	11/10/2009	430378	L6	2009	Knapp, Eric	SANITARY CONST INSP 2	43772	R7 - Syracuse - Regional HQ	37.73	637.41	591.48	38.50	1,452.61
2004/27	03/24/2005 - 04/06/2005	04/20/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.01	37.80	43.84	2.00	90.02
2005/1	04/07/2005 - 04/20/2005	05/04/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.65	361.41	373.85	17.50	798.88
2005/2	04/21/2005 - 05/04/2005	05/18/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.59	125.24	129.55	6.50	276.84
2005/3	05/05/2005 - 05/18/2005	06/01/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	431.81	445.66	20.50	994.48
2005/4	05/19/2005 - 06/01/2005	06/15/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.21	180.01	186.20	9.00	397.89
2005/5	06/02/2005 - 06/15/2005	06/29/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.95	291.03	301.04	14.00	643.30
2005/9	07/28/2005 - 08/10/2005	08/24/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.06	249.72	258.31	12.25	551.99
2005/10	08/11/2005 - 08/24/2005	09/07/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	500.26	517.47	23.75	1,105.80
2005/11	08/25/2005 - 09/07/2005	09/21/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	373.88	386.74	17.75	826.44
2005/12	09/08/2005 - 09/21/2005	10/05/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.06	336.35	347.92	16.50	743.49
2005/13	09/22/2005 - 10/05/2005	10/19/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.77	496.22	513.29	24.50	1,096.87
2005/14	10/06/2005 - 10/19/2005	11/02/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	152.71	157.96	7.25	337.56
2005/15	10/20/2005 - 11/02/2005	11/16/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	173.78	179.76	8.25	384.12
2005/16	11/03/2005 - 11/16/2005	11/30/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	31.60	32.68	1.50	69.84
2005/17	11/17/2005 - 11/30/2005	12/14/2005	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	94.79	98.05	4.50	209.52
2005/19	12/15/2005 - 12/28/2005	01/11/2006	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	10.53	10.89	0.50	23.28
2005/22	01/26/2006 - 02/08/2006	02/22/2006	430221	L6	2005	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	10.53	10.89	0.50	23.28



2005/25	03/09/2006 - 03/22/2006	04/05/2006	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.56	10.53	10.89	0.50	23.28
2006/6	07/13/2006 - 07/26/2006	08/09/2006	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	162.79	158.60	7.50	355.35
2006/9	07/27/2006 - 08/09/2006	08/23/2006	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	21.70	21.15	1.00	47.38
2006/14	10/05/2006 - 10/18/2006	11/01/2006	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	10.85	10.57	0.50	23.69
2006/15	10/19/2006 - 11/01/2006	11/15/2006	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	151.93	148.00	7.00	331.66
2006/18	11/02/2006 - 11/15/2006	11/29/2006	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	280.97	273.75	13.25	613.34
2006/20	12/28/2006 - 01/10/2007	01/24/2007	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	10.85	10.57	0.50	23.69
2006/21	01/11/2007 - 01/24/2007	02/07/2007	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	32.56	31.72	1.50	71.07
2006/23	02/08/2007 - 02/21/2007	03/07/2007	430221	L6	2006	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	21.70	21.15	1.00	47.38
2006/25	03/08/2007 - 03/21/2007	04/04/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	52.25	48.80	4.25	201.37
2006/28	03/22/2007 - 04/04/2007	04/18/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.38	21.70	21.15	1.00	47.38
2007/1	04/05/2007 - 04/18/2007	05/02/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	306.14	321.72	13.50	651.92
2007/2	04/19/2007 - 05/02/2007	05/16/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	170.08	176.73	7.50	362.18
2007/3	05/03/2007 - 05/16/2007	05/30/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	136.06	142.98	6.00	289.74
2007/4	05/17/2007 - 05/30/2007	06/13/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.56	42.79	44.97	2.00	91.12
2007/5	05/31/2007 - 06/13/2007	06/27/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	66.03	71.49	3.00	144.67
2007/6	06/14/2007 - 06/27/2007	07/11/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.13	246.62	261.27	11.00	529.43
2007/7	06/28/2007 - 07/11/2007	07/25/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.34	533.54	560.69	24.00	1,136.16
2007/8	07/12/2007 - 07/25/2007	08/08/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	793.69	834.07	35.00	1,690.15
2007/9	07/26/2007 - 08/08/2007	08/22/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.97	613.85	645.08	27.25	1,307.18
2007/10	08/09/2007 - 08/22/2007	08/05/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.65	553.82	582.00	24.75	1,179.34
2007/11	08/23/2007 - 09/05/2007	09/19/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	11.34	11.92	0.50	24.15
2007/12	09/06/2007 - 09/19/2007	10/03/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.29	90.71	95.32	4.00	193.16
2007/13	09/20/2007 - 10/03/2007	10/17/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.85	10.53	11.07	0.50	22.43
2007/18	11/29/2007 - 12/12/2007	12/26/2007	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.13	45.20	47.50	2.00	96.26
2007/19	12/13/2007 - 12/26/2007	01/09/2008	430221	L6	2007	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.28	48.90	51.39	2.25	104.13
2008/3	05/29/2008 - 06/11/2008	06/25/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.81	108.89	110.96	5.00	239.05
2008/6	06/12/2008 - 06/25/2008	07/09/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	177.34	180.71	7.50	386.33
2008/7	06/26/2008 - 07/09/2008	07/23/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.59	11.30	11.51	0.50	24.80
2008/8	07/10/2008 - 07/23/2008	08/06/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	212.81	215.85	9.00	467.19
2008/9	07/24/2008 - 08/06/2008	08/20/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.28	67.34	68.62	3.00	147.84
2008/11	08/21/2008 - 09/03/2008	09/17/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.91	21.82	22.24	1.00	47.91
2008/12	09/04/2008 - 09/17/2008	10/01/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	50.56	28.79	29.34	1.25	63.20
2008/13	09/18/2008 - 10/01/2008	10/15/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	48.97	61.34	62.51	2.75	134.67
2008/14	10/02/2008 - 10/15/2008	10/29/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.91	272.61	277.99	12.00	598.92
2008/15	10/16/2008 - 10/29/2008	11/12/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.75	345.59	352.15	15.25	758.69
2008/16	10/30/2008 - 11/12/2008	11/26/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	224.63	228.90	9.50	493.15
2008/17	11/13/2008 - 11/26/2008	12/10/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	116.23	120.47	5.00	259.55
2008/18	11/27/2008 - 12/10/2008	12/24/2008	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	82.76	84.33	3.50	181.69
2008/19	12/11/2008 - 12/24/2008	01/07/2009	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	159.60	162.64	6.75	350.39
2008/20	12/25/2008 - 01/07/2009	01/21/2009	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	295.56	301.18	12.50	648.86
2008/21	01/08/2009 - 01/21/2009	02/04/2009	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	366.50	373.47	15.50	804.61
2008/22	01/22/2009 - 02/04/2009	02/18/2009	430221	L6	2008	Priore, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	50.56	713.93	727.50	31.00	1,567.36



2008/23	02/05/2009 - 02/18/2009	03/04/2009	430221	L6	2008	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	135.96	138.54	5.75	298.48
2008/24	02/19/2009 - 03/04/2009	03/18/2009	430221	L6	2008	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.91	602.95	614.41	25.50	1,323.71
2008/25	03/05/2009 - 03/18/2009	04/01/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	50.23	1,098.23	1,119.11	48.00	2,411.04
2008/26	03/19/2009 - 04/01/2009	04/15/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.05	924.32	941.89	39.75	2,029.24
2009/1	04/02/2009 - 04/15/2009	04/29/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.65	685.59	636.18	30.25	1,562.41
2009/2	04/16/2009 - 04/29/2009	05/13/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	50.48	963.55	894.12	43.50	2,195.88
2009/3	04/30/2009 - 05/13/2009	05/27/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	419.15	388.94	18.25	955.21
2009/4	05/14/2009 - 05/27/2009	06/10/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	261.35	261.07	12.25	641.17
2009/5	05/28/2009 - 06/10/2009	06/24/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	45.93	42.62	2.00	104.66
2009/6	06/11/2009 - 06/24/2009	07/08/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	34.45	31.97	1.50	78.51
2009/7	06/25/2009 - 07/08/2009	07/22/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	50.48	60.91	56.52	2.75	138.82
2009/8	07/09/2009 - 07/22/2009	08/05/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	80.38	74.59	3.50	183.19
2009/9	07/23/2009 - 08/05/2009	08/19/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	577.52	628.70	29.50	1,544.03
2009/10	08/06/2009 - 08/19/2009	09/02/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	522.50	484.85	22.75	1,190.74
2009/11	08/20/2009 - 09/02/2009	09/16/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.69	661.37	632.27	31.25	1,552.81
2009/12	09/03/2009 - 09/16/2009	09/30/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.31	917.48	851.37	40.75	2,090.88
2009/13	09/17/2009 - 09/30/2009	10/14/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	401.92	372.96	17.50	915.95
2009/14	10/01/2009 - 10/14/2009	10/28/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	50.81	875.09	812.03	39.25	1,994.29
2009/15	10/15/2009 - 10/28/2009	11/10/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	597.14	554.11	26.00	1,360.84
2009/16	10/29/2009 - 11/11/2009	11/25/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.99	513.30	476.31	22.50	1,169.70
2009/17	11/12/2009 - 11/25/2009	12/09/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	166.51	154.51	7.25	379.47
2009/18	11/26/2009 - 12/09/2009	12/23/2009	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	447.85	415.58	19.50	1,020.63
2009/19	12/10/2009 - 12/23/2009	01/06/2010	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.99	290.87	289.91	12.75	662.87
2009/20	12/24/2009 - 01/06/2010	01/20/2010	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	206.70	191.81	9.00	471.06
2009/21	01/07/2010 - 01/20/2010	02/03/2010	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	373.21	346.32	16.25	850.53
2009/22	01/21/2010 - 02/03/2010	02/17/2010	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	172.25	159.84	7.50	392.55
2009/24	02/18/2010 - 03/03/2010	03/17/2010	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	51.48	22.59	20.96	1.00	51.48
2009/25	03/04/2010 - 03/17/2010	03/31/2010	430221	L6	2009	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	52.34	68.90	63.94	3.00	157.62
2010/1	04/01/2010 - 04/14/2010	04/28/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	54.37	184.32	132.58	7.00	380.59
2010/2	04/15/2010 - 04/28/2010	05/12/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	54.37	177.74	127.85	6.75	367.00
2010/3	04/29/2010 - 05/12/2010	05/26/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	55.32	267.91	192.71	10.00	553.20
2010/4	05/13/2010 - 05/26/2010	06/09/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	211.65	152.25	7.50	437.03
2010/5	05/27/2010 - 06/09/2010	06/23/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	451.52	324.79	16.00	932.32
2010/6	06/10/2010 - 06/23/2010	07/07/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	91.72	85.97	3.25	189.38
2010/8	07/08/2010 - 07/21/2010	08/04/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	881.88	634.35	31.25	1,820.94
2010/9	07/22/2010 - 08/04/2010	08/18/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	253.98	182.69	9.00	524.43
2010/10	08/05/2010 - 08/18/2010	09/01/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	141.10	101.50	5.00	291.35
2010/11	08/19/2010 - 09/01/2010	09/15/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	964.54	695.25	34.25	1,995.75
2010/12	09/02/2010 - 09/15/2010	09/29/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	70.55	50.75	2.50	145.68
2010/14	09/30/2010 - 10/13/2010	10/27/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	63.50	48.87	2.25	131.11
2010/15	10/14/2010 - 10/27/2010	11/10/2010	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.39	20.48	14.73	0.75	42.29
2010/19	12/09/2010 - 12/22/2010	01/05/2011	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	14.11	10.15	0.50	29.14
2010/20	12/23/2010 - 01/05/2011	01/19/2011	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.27	14.11	10.15	0.50	29.14

2010/21	01/06/2011 - 01/19/2011	02/02/2011	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.27	14.11	10.15	0.50	29.14
2010/25	03/03/2011 - 03/16/2011	03/30/2011	430221	L6	2010	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.27	26.22	20.30	1.00	58.27
2010/26	03/17/2011 - 03/30/2011	04/13/2011	430221	L6	2011	Prior, Salvatore	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	54.46	13.19	9.49	0.50	27.23
										Report Totals	42,913.49	40,780.98	2,233.50	94,869.71

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**New York State Department of Environmental Conservation**  
**Division of Environmental Remediation**  
**Payments/Encumbered Amounts - Summary**  
*(Based on Sites)*

**EXHIBIT III, A**

Date: 7/29/2011

Page No.: 1

Site ID: 622011 - Union Fork & Hoe

Project Type	Fund Source	Contract No.	WA No.	Contractor Name	Encumbered Amount	Payment Amount
Site Characterization	86 EQBA	D002478	11	ES	\$62,315.98	\$62,315.98
Site Characterization	86 EQBA	D003493	19	E&E	\$47,672.87	\$47,672.87
Sub. Total on Proj. Type:					\$109,988.85	\$109,988.85
Remedial Investigation	86 EQBA	D003821	35	EARTH TECH	\$17,850.49	\$17,850.49
Sub. Total on Proj. Type:					\$17,850.49	\$17,850.49
Total Enc. Amt:					\$127,839.34	\$127,839.34



**EXHIBIT III.6**

**Site Analytical Costs**

<u>SITE NAME</u>	<u>I.D.#</u>	<u>LOG#</u>	<u>SAMPLE DT.</u>	<u>VOUCHER NO.</u>	<u>INV. #</u>	<u>INV. DT.</u>	<u>INV. REC.</u>	<u>ANALYTICAL EXPENSES</u>	<u>BOTTLE EXPENSES</u>	<u>SHIPPING EXPENSES</u>
Union Fork & Hoe	622011	11-RA	09/19/88	E-8	20994			\$975.00		
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$51.30
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$96.41
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$95.85
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$10.17
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$10.17
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$5.00
Union Fork & Hoe	622011	95-SH	09/ /00	12	-390	09/23/00	09/27/00			\$5.00
Union Fork & Hoe	622011	95-SH	09/ /00	12	-380	09/16/00	09/26/00			\$100.38
Union Fork & Hoe	622011	95-SH	09/13-15/00	Chem-4	111374	10/23/00	12/06/00	\$14,679.00	\$78.00	
Union Fork & Hoe	622011	95-SH	09/13-15/00	12	-380	09/16/00	09/26/00			\$106.04
Union Fork & Hoe	622011	95-SH	09/13-15/00	Chem-4	111375	10/23/00	12/06/00	\$6,392.00		
Union Fork & Hoe	622011	95-SH	09/18-19/00	Chem-4	111412	10/23/00	12/06/00	\$8,582.00	\$22.00	
Union Fork & Hoe	622011	95-SH	09/19-20/00	Chem-4	111443	10/23/00	12/06/00	\$6,185.00	\$26.00	
Union Fork & Hoe	622011	95-SH	09/21/00	Chem-4	111458	11/08/00	12/06/00	\$7,272.00	\$28.00	
Union Fork & Hoe	622011	95-SH	10/05/00	14	-410	10/07/00	10/18/00			\$100.85
Union Fork & Hoe	622011	95-SH	10/05/00	14	-410	10/07/00	10/18/00			\$20.52
Union Fork & Hoe	622011	95-SH	10/5/00	Chem-4	111679	11/09/00	12/06/00	\$3,995.00	\$30.00	
Subtotals:								\$48,080.00	\$184.00	\$601.69
Grand Total:								\$48,865.69		

# EXHIBIT IV

## New York State Department of Health Cost Recovery Union Fork & Hoe 622011

<u>Fiscal Year</u>	<u>Personal Service</u>	<u>State Fringe</u>	<u>Indirect*</u>
FY 11/12	\$0.00	\$0.00	\$0.00
FY 10/11	\$3,034.05	\$1,469.39	\$671.01
FY 09/10	\$5,616.34	\$2,464.45	\$1,705.05
FY 08/09	\$3,333.95	\$1,518.61	\$955.95
FY 07/08	\$2,310.06	\$1,084.80	\$685.76
FY 06/07	\$633.82	\$290.35	\$187.61
FY 05/06	\$2,676.39	\$1,210.80	\$781.33
FY 04/05	\$3,456.96	\$1,451.58	\$947.35
FY 03/04	\$1,614.31	\$585.03	\$398.08
FY 02/03	\$561.72	\$190.76	\$140.71
FY 01/02	\$67.46	\$21.49	\$18.59
FY 00/01	\$1,503.27	\$453.39	\$422.64
FY 99/00	\$233.66	\$70.50	\$83.34
FY 98/99	\$0.00	\$0.00	\$0.00
FY 97/98	\$70.98	\$23.17	\$22.78
FY 96/97	\$77.09	\$26.21	\$25.83
FY 95/96	\$10.65	\$3.33	\$3.44
FY 94/95	\$49.09	\$15.08	\$16.49
FY 93/94	\$128.99	\$39.34	\$43.26
FY 92/93	\$313.14	\$89.59	\$114.78
FY 91/92	\$472.90	\$115.58	\$106.51
FY 90/91	\$1,106.14	\$320.34	\$258.19

Personal Service, Fringe, and Indirect Costs: \$46,303.46  
Travel Costs: \$15.70  
Laboratory Costs: \$0.00

**TOTAL COSTS: \$46,319.16**

Fringe and Indirect Rates are as follows:

<u>Fiscal Year</u>	<u>State Fringe rate</u>	<u>Indirect rate</u>
FY 11/12	47.91%	13.70%
FY 10/11	48.43%	14.80%
FY 09/10	43.68%	21.10%
FY 08/09	45.55%	19.70%
FY 07/08	46.98%	20.20%
FY 06/07	45.81%	20.30%
FY 05/06	45.24%	20.10%
FY 04/05	41.99%	19.30%
FY 03/04	36.24%	18.10%
FY 02/03	33.98%	18.70%
FY 01/02	31.88%	20.80%
FY 00/01	30.16%	21.60%
FY 99/00	30.17%	27.40%
FY 98/99	29.80%	25.80%
FY 97/98	32.65%	24.20%
FY 96/97	34.00%	25.00%
FY 95/96	31.27%	24.80%
FY 94/95	30.72%	25.70%
FY 93/94	30.50%	25.70%
FY 92/93	28.61%	28.50%
FY 91/92	24.44%	18.10%
FY 90/91	28.98%	18.10%

\* Indirect amount is calculated per DOH policy as follows: (Personal Services + (Personal Services x Fringe rate)) x Indirect rate



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**New York State Department of Health  
CEH Leave and Accrual Tracking Report  
Site Cost Recovery Report Ordered by Pay End Date  
(622011) UNION FORK HOE  
For the period April 1, 1990 thru March 30, 2011**

Page 1 of 5

<u>Fiscal Year</u>	<u>Pay End Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	<u>Employee</u>	<u>Title</u>
1990	05/09/1990	3.00	\$31.90	\$95.70	Heerkens, Ronald H	
1990	07/18/1990	8.50	\$37.08	\$315.18	Tramontano, Ronald	
1990	09/12/1990	2.00	\$22.27	\$44.54	Heerkens, Ronald H	
1990	09/12/1990	8.00	\$36.52	\$292.16	Litwin, Gary A	
1990	09/28/1990	1.50	\$29.64	\$44.46	Heerkens, Ronald H	
1990	09/28/1990	6.00	\$38.44	\$230.64	Litwin, Gary A	
1990	10/10/1990	2.50	\$29.87	\$74.68	Heerkens, Ronald H	
1990	02/13/1991	.50	\$17.56	\$8.78	Hamel, Henriette M	
Total Hours and Cost		32.00		\$1,106.14		
1991	04/24/1991	4.00	\$31.08	\$124.32	Litwin, Gary A	
1991	08/28/1991	2.75	\$18.71	\$51.45	Hamel, Henriette M	
1991	09/11/1991	1.00	\$23.54	\$23.54	Hamel, Henriette M	
1991	09/11/1991	3.00	\$30.27	\$90.81	Heerkens, Ronald H	
1991	12/18/1991	2.00	\$26.82	\$53.24	Sheehan, John G	
1991	01/15/1992	.25	\$27.80	\$6.95	Hamel, Henriette M	
1991	01/15/1992	3.00	\$30.25	\$90.75	Litwin, Gary A	
1991	02/12/1992	.75	\$19.03	\$14.27	Hamel, Henriette M	
1991	03/11/1992	.75	\$23.43	\$17.57	Robinson, Gary	
Total Hours and Cost		17.50		\$472.90		
1992	04/08/1992	1.00	\$24.44	\$24.44	Heerkens, Ronald H	
1992	06/17/1992	4.50	\$20.33	\$91.49	Hamel, Henriette M	
1992	10/07/1992	.50	\$19.52	\$9.76	Hamel, Henriette M	
1992	12/02/1992	.25	\$27.16	\$6.79	Hamel, Henriette M	
1992	12/16/1992	7.50	\$18.76	\$140.70	Hamel, Henriette M	
1992	02/24/1993	1.50	\$26.64	\$39.96	Hamel, Henriette M	
Total Hours and Cost		15.25		\$313.14		
1993	07/14/1993	1.25	\$23.51	\$29.39	Hamel, Henriette M	
1993	10/06/1993	.25	\$22.56	\$5.64	Hamel, Henriette M	
1993	01/26/1994	.75	\$23.53	\$17.65	Hamel, Henriette M	
1993	04/06/1994	.50	\$20.10	\$10.05	Hamel, Henriette M	
1993	04/06/1994	2.00	\$33.13	\$66.26	Litwin, Gary A	
Total Hours and Cost		4.75		\$128.99		
1994	12/28/1994	.25	\$27.72	\$6.93	Hamel, Henriette M	
1994	03/08/1995	2.00	\$21.08	\$42.16	Hamel, Henriette M	
Total Hours and Cost		2.25		\$49.09		
1995	12/13/1995	.50	\$21.30	\$10.65	Hamel, Henriette M	
Total Hours and Cost		0.50		\$10.65		
1996	07/24/1996	.25	\$23.04	\$5.76	Hamel, Henriette M	
1996	11/13/1996	1.50	\$26.05	\$39.08	Hamel, Henriette M	
1996	11/27/1996	.25	\$21.52	\$5.38	Hamel, Henriette M	
1996	12/25/1996	.50	\$25.64	\$12.82	Hamel, Henriette M	

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**New York State Department of Health  
CEH Leave and Accrual Tracking Report  
Site Cost Recovery Report Ordered by Pay End Date  
(622011) UNION FORK HOE  
For the period April 1, 1990 thru March 30, 2011**

<u>Fiscal Year</u>	<u>Pay End Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	<u>Employee</u>	<u>Title</u>
1996	01/22/1997	.50	\$28.10	\$14.05	Hamel, Henriette M	
Total Hours and Cost		3.00		\$77.09		
1997	02/04/1998	.25	\$25.72	\$6.43	Hamel, Henriette M	
1997	03/04/1998	.25	\$24.28	\$6.07	Hamel, Henriette M	
1997	04/01/1998	2.00	\$29.24	\$58.48	Hamel, Henriette M	
Total Hours and Cost		2.50		\$70.98		
1999	07/21/1999	3.00	\$34.07	\$102.21	Rys, Gregory A	
1999	10/13/1999	2.00	\$29.85	\$59.70	Rys, Gregory A	
1999	10/27/1999	2.50	\$28.70	\$71.75	Rys, Gregory A	
Total Hours and Cost		7.50		\$233.66		
2000	07/19/2000	1.00	\$32.11	\$32.11	Robinson, Gary	
2000	08/16/2000	13.50	\$35.26	\$476.01	Rys, Gregory A	
2000	08/30/2000	6.50	\$35.26	\$229.19	Rys, Gregory A	
2000	10/25/2000	2.00	\$32.28	\$64.56	Rys, Gregory A	
2000	11/08/2000	3.00	\$32.28	\$96.84	Rys, Gregory A	
2000	11/22/2000	2.50	\$32.28	\$80.70	Rys, Gregory A	
2000	12/06/2000	2.50	\$32.28	\$80.70	Rys, Gregory A	
2000	01/03/2001	7.00	\$36.93	\$258.51	Rys, Gregory A	
2000	01/17/2001	5.00	\$36.93	\$184.65	Rys, Gregory A	
Total Hours and Cost		43.00		\$1,503.27		
2001	09/26/2001	.50	\$34.98	\$17.49	Rys, Gregory A	
2001	02/13/2002	1.50	\$33.31	\$49.97	Rys, Gregory A	
Total Hours and Cost		2.00		\$67.46		
2002	04/10/2002	1.50	\$36.14	\$54.21	Rys, Gregory A	
2002	01/15/2003	1.50	\$36.25	\$54.38	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2002	02/12/2003	5.50	\$36.25	\$199.38	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2002	02/26/2003	6.00	\$36.25	\$217.50	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2002	03/12/2003	1.00	\$36.25	\$36.25	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
Total Hours and Cost		15.50		\$561.72		
2003	07/16/2003	2.50	\$40.56	\$101.40	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	07/30/2003	2.50	\$40.56	\$101.40	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	08/13/2003	1.00	\$48.82	\$48.82	Rivara, Michael F	PUBLIC H SP 4 ENVIRMT
2003	08/13/2003	7.00	\$40.56	\$283.92	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	09/10/2003	3.50	\$40.56	\$141.96	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	11/19/2003	4.50	\$39.18	\$176.31	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	12/03/2003	5.00	\$39.18	\$195.90	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	01/28/2004	3.00	\$37.64	\$112.92	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	02/11/2004	7.50	\$37.64	\$282.30	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	02/25/2004	2.00	\$37.64	\$75.28	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
2003	03/24/2004	2.50	\$37.64	\$94.10	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT
Total Hours and Cost		41.00		\$1,614.31		
2004	05/05/2004	1.00	\$35.50	\$35.50	Rys, Gregory A	PUBLIC H SP 3 ENVIRMT



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Fiscal Year	Pay End Date	Hours	Rate	Amount	Employee	Title
2004	05/19/2004	3.50	\$35.50	\$124.25	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	07/14/2004	3.50	\$37.19	\$130.17	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	07/28/2004	5.00	\$37.19	\$185.95	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	08/11/2004	18.50	\$37.19	\$688.02	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	09/08/2004	1.00	\$45.59	\$45.59	Rivara, Michael F	PUBLIC H SP 4 ENVIRM
2004	09/08/2004	6.50	\$37.19	\$241.74	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	09/22/2004	1.50	\$37.19	\$55.79	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	10/06/2004	4.00	\$46.37	\$185.48	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	10/20/2004	2.50	\$46.37	\$115.93	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	11/03/2004	2.50	\$46.37	\$115.93	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	11/17/2004	3.00	\$46.37	\$139.11	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	12/01/2004	3.50	\$46.37	\$162.30	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	12/15/2004	9.00	\$46.37	\$417.33	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	12/29/2004	2.00	\$46.37	\$92.74	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	01/12/2005	4.50	\$38.98	\$175.41	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	02/09/2005	2.50	\$38.98	\$97.45	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	02/23/2005	4.50	\$38.98	\$175.41	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	03/09/2005	5.00	\$38.98	\$194.90	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2004	03/23/2005	2.00	\$38.98	\$77.96	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		85.50		\$3,456.96		
2005	05/04/2005	2.00	\$36.86	\$73.72	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	05/18/2005	5.00	\$36.86	\$184.30	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	06/01/2005	10.00	\$36.86	\$368.60	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	06/15/2005	11.50	\$36.86	\$423.89	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	07/27/2005	3.00	\$40.07	\$120.21	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	08/10/2005	3.00	\$40.07	\$120.21	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	08/24/2005	2.00	\$40.07	\$80.14	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	09/07/2005	2.00	\$40.07	\$80.14	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	09/21/2005	1.50	\$45.44	\$68.16	Rivara, Michael F	PUBLIC H SP 4 ENVIRM
2005	10/05/2005	3.50	\$48.48	\$169.68	Rivara, Michael F	PUBLIC H SP 4 ENVIRM
2005	10/05/2005	10.00	\$43.84	\$438.40	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	11/18/2005	2.50	\$43.84	\$109.60	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	02/08/2006	4.00	\$39.94	\$159.76	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	02/22/2006	6.00	\$39.94	\$239.64	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2005	04/05/2006	1.00	\$39.94	\$39.94	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		67.00		\$2,676.39		
2006	07/26/2006	1.00	\$41.94	\$41.94	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2006	11/15/2006	5.00	\$47.64	\$238.20	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2006	11/29/2006	1.00	\$47.64	\$47.64	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2006	12/13/2006	2.00	\$47.64	\$95.28	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2006	03/07/2007	1.00	\$44.37	\$44.37	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2006	03/21/2007	3.75	\$44.37	\$166.39	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		13.75		\$633.82		
2007	05/02/2007	3.00	\$49.74	\$149.22	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	05/16/2007	3.00	\$49.74	\$149.22	Rys, Gregory A	PUBLIC H SP 3 ENVIRM

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(622011) UNION FORK HOE  
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Fiscal Year	Pay End Date	Hours	Rate	Amount	Employee	Title
2007	05/30/2007	4.00	\$49.74	\$198.96	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	06/13/2007	3.50	\$49.74	\$174.09	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	06/27/2007	2.00	\$49.74	\$99.48	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	07/11/2007	11.00	\$46.70	\$513.70	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	07/25/2007	2.50	\$46.70	\$116.75	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	08/08/2007	12.00	\$46.70	\$560.40	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	09/05/2007	1.00	\$46.70	\$46.70	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	10/17/2007	3.00	\$46.39	\$139.17	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2007	12/12/2007	3.50	\$46.39	\$162.37	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		48.50		\$2,310.06		
2008	04/30/2008	3.00	\$53.12	\$159.36	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	08/20/2008	.50	\$41.78	\$20.89	Kuehner, Wendy S	SENR SANI ENGR
2008	10/15/2008	1.00	\$51.24	\$51.24	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	10/29/2008	4.00	\$51.24	\$204.96	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	11/12/2008	3.00	\$51.24	\$153.72	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	11/26/2008	3.50	\$51.24	\$179.34	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	01/07/2009	2.00	\$48.65	\$97.30	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	01/21/2009	1.50	\$52.62	\$78.93	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2008	01/21/2009	4.50	\$48.65	\$218.93	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	02/04/2009	1.50	\$52.62	\$78.93	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2008	02/04/2009	9.50	\$48.65	\$462.18	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	02/18/2009	1.00	\$58.10	\$58.10	Bates, Steven M	ENVIRNL HLTH PG MGR
2008	02/18/2009	1.00	\$52.62	\$52.62	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2008	02/18/2009	3.50	\$48.65	\$170.28	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	02/18/2009	.50	\$27.02	\$13.51	Vartigian, Lori	SECRETARY 1
2008	03/04/2009	7.50	\$48.65	\$364.88	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	03/18/2009	8.00	\$48.65	\$389.20	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2008	04/01/2009	2.00	\$52.62	\$105.24	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2008	04/01/2009	9.75	\$48.65	\$474.34	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		67.25		\$3,333.95		
2009	04/15/2009	1.00	\$54.44	\$54.44	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2009	04/15/2009	11.50	\$53.61	\$616.52	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	04/29/2009	9.50	\$53.61	\$509.30	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	05/13/2009	3.50	\$53.61	\$187.64	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	06/10/2009	2.00	\$53.61	\$107.22	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	07/22/2009	7.00	\$55.35	\$387.45	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	08/05/2009	4.00	\$55.35	\$221.40	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	08/19/2009	4.00	\$55.35	\$221.40	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	09/02/2009	22.50	\$55.35	\$1,245.38	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	09/16/2009	9.50	\$55.35	\$525.83	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	09/30/2009	3.50	\$55.35	\$193.73	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	10/28/2009	4.00	\$54.13	\$216.52	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	11/11/2009	12.25	\$54.13	\$663.09	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	11/25/2009	3.50	\$54.13	\$189.46	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2009	12/23/2009	2.50	\$54.13	\$135.33	Rys, Gregory A	PUBLIC H SP 3 ENVIRM



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<u>Fiscal</u> <u>Year</u>	<u>Pay End Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	<u>Employee</u>	<u>Title</u>
2009	03/17/2010	3.00	\$47.21	\$141.63	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		103.25		\$5,616.34		
2010	04/28/2010	2.00	\$55.84	\$111.68	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	06/23/2010	1.50	\$55.84	\$83.76	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	07/07/2010	1.00	\$52.95	\$52.95	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	07/21/2010	3.50	\$52.95	\$185.33	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	08/04/2010	3.50	\$52.95	\$185.33	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	08/18/2010	3.00	\$52.95	\$158.85	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	09/01/2010	3.00	\$87.25	\$261.75	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2010	09/01/2010	11.00	\$52.95	\$582.45	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	09/15/2010	1.50	\$52.95	\$79.43	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	09/29/2010	1.00	\$87.25	\$87.25	Fedigan, Richard J	PUBLIC H SP 4 ENVIRM
2010	09/29/2010	2.50	\$52.95	\$132.38	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	10/13/2010	2.00	\$50.51	\$101.02	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	10/27/2010	6.00	\$50.51	\$303.06	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	03/02/2011	1.00	\$51.55	\$51.55	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	03/16/2011	6.00	\$51.55	\$309.30	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
2010	03/30/2011	6.75	\$51.55	\$347.96	Rys, Gregory A	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		55.25		\$3,034.05		
Total Entire Period		627.25		\$27,270.97		

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CEH Purchase and Travel Expenditure Report  
Site Travel Cost Report Ordered by Date  
(622011) UNION FORK & HOE  
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<u>Travel Date(s)</u>	<u>Staff</u>	<u>Amount</u>
09/22/2005 thru 10/18/2005	Rivara, Michael F	\$15.70
Total Travel Expenses		<hr/> \$15.70



## **EXHIBIT "D"**

### **1987 DECISION AND ORDER**

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

As the Matter of The  
Development and Implementation  
of an Inactive Hazardous Waste  
Disposal Site Remedial Program  
Pursuant to Article 27, Title 13  
of the Environmental Conservation  
Law of the State of New York (the  
"ECL") by

DECISION AND  
ORDER

UNION FORT & BOE COMPANY,

Index #T122486

Respondent.

PROCEEDINGS

The New York State Department of Environmental Conservation's Division of Environmental Enforcement (the "Department") commenced this proceeding on May 28, 1986 by service of a Motion for Summary Order on the Union Fort & Boe Company ("Respondent"). This proceeding is brought under Environmental Conservation Law (ECL) §§ 27-1313 and 27-1317.

As a first cause of action, the Department seeks an order pursuant to ECL § 27-1313(3)(a) requiring Respondent to develop and implement an inactive hazardous waste site remedial program to address a significant threat to the environment caused by the disposal of hazardous wastes at Respondent's industrial facility in the Town of Frankfort (the "Facility"). The Motion for Summary Order alleges that Respondent is the owner of the site and a person responsible



For the purpose of this cause of action.

The Department seeks an Order pursuant to ECL § 71-2727(1) requiring Respondent to take such measures as may be necessary and appropriate to remediate the alleged environmental damage caused by the disposal of "industrial wastes" at the Facility in violation of Article 27. The Motion for Summary Order asserts that Respondent's guilty plea to a violation of ECL § 71-2711 constitutes a violation of ECL Article 27.

Respondent has submitted a Brief in Opposition to the Department's Motion for Summary Order, and a Reply Brief and the Department submitted a Brief in Support of its Motion and a Reply Brief. Oral arguments were heard by Administrative Law Judge Andrew S. Pearlstein on December 5, 1986. On that occasion, both parties agreed that the Commissioner is authorized, pursuant to ECL § 71-2727(1), to require Respondent to take such measures as may be necessary and appropriate to remediate the environmental damage, if any, at the Facility resulting from the release of industrial waste as alleged by the Department as a second cause of action in its Motion for Summary Order. Accordingly, it is not necessary at this time to issue a ruling on the merits of the Department's first cause of action which is predicated upon ECL § 27-1313(3)(a) and the Department has agreed not to pursue that claim provided the Respondent complies with the

terms and conditions of this Order.

Remaining at issue is the scope of the remedial program that is necessary and appropriate pursuant to ECL § 71-2727(1) for the site. As provided, infra., that issue will only be addressed in this proceeding if the Department and Respondent are unable to agree on what remedial measures are necessary and appropriate.

THEREFORE, IT IS ORDERED THAT:

1. As used in this Order, the term "industrial waste" includes all solid wastes as that term is defined in 6 NYCRR Part 371.
2. As used in this Order, the term "Site" shall be defined as the area at the Union Fork and Roe Facility approximately 90 feet east of the loading dock at building 203 as identified on the map attached to this Order as Appendix A.

IT IS FURTHER ORDERED that in accordance with the foregoing, it is determined that Respondent is responsible for developing and implementing a remedial program at the Site as follows:

1. Within thirty (30) days, submit to the Department a



proposed remedial plan (the "Proposal") for the Site, that is necessary and appropriate. The plan shall, at a minimum, include:

a) A determination or proposal to determine the nature and extent of the actual and potential release and migration of "industrial wastes" from the Site and an assessment of the current or potential impacts of any threat to the environment which exists as a result of the "industrial wastes" disposed of at the Site. The proposal shall include sufficient background to support any stated determination;

b) A presentation of the feasible remedial alternatives and the selection of the remedial alternative that is necessary and appropriate for the spill area. The proposal shall also contain plans for post remedial monitoring if appropriate. (A detailed description of the means of effectuating the selected remedial program and the quality control and quality assurance procedures and protocols to be applied to construction shall be submitted to the Department within twenty (20) days of the Department's approval pursuant to Paragraph II of this Order.);

c) A time schedule for the initiation and completion of the remedial activities described in the proposal; and

3) A health and safety plan for the protection of persons at and in the vicinity of the Site during the performance of remedial activities at the Site.

The remedial plan shall be prepared, designed and executed in accordance with Requisite Technology. As used in this Order, Requisite Technology means engineering, scientific and construction principles and practices, which (a) are technologically feasible; (b) will most effectively identify, mitigate and eliminate any present or potential future threat to the environment posed by the disposal of wastes at the site; and (c) will cost an amount commensurate with the need to mitigate and eliminate any present or potential future threat to the environment posed by the disposal of wastes at the Site.

11. Within twenty (20) days of the Department's receipt of the Proposal described above, the Department shall determine if the scope of work set forth in the Proposal is necessary and appropriate to remediate the Site. If the Department approves the Proposal, Respondent shall perform the remedial activities in accordance with the Proposal. If the Department disapproves the Proposal, the Department shall notify Respondent in writing of the Department's objections. Within thirty (30) days after receipt of notice of disapproval, Respondent shall revise the Proposal in response



to the Department's comments and will submit to the Department a revised proposal (the "Revised Proposal").

III. Within fifteen (15) days after receipt of the Revised Proposal, the Department shall provide Respondent written notification of its approval or disapproval. If the Department approves the Revised Proposal, Respondent shall perform the required remedial activities in accordance with the Revised Proposal and this Order. If the Department disapproves the Revised Proposal, this proceeding will be reconvened to resolve the issue of appropriate scope of the remedial program. Either the Proposal or the Revised Proposal, whichever is approved by the Department, shall hereinafter be referred to as the "Remedial Program".

IV. In the event that either the Department or Respondent finds at any time prior to or during the post-closure period that any element of the Remedial Program has failed to meet or is inconsistent with the objective of remediating the Site to the extent necessary and appropriate, one shall immediately notify the other by telephone and in writing of such failure. Immediately upon such discovery or immediately upon its receipt of written notification from the Department of such failure, Respondent shall investigate to determine its causes, shall develop a Supplementary Remedial Program (the "SRP") to correct the failure, and shall submit the SRP which shall include a written scope of work and time

schedule for implementation, to the Department within 60 days of discovery or receipt of such written notification.

W. Within thirty (30) days of receipt of the SRP, the Department shall provide written notification to Respondent of its approval or disapproval of the SRP. If the Department approves the SRP, Respondent shall implement the elements of the SRP.

If the Department disapproves the SRP, the Department shall notify Respondent in writing of the Department's objections. Within thirty (30) days after receipt of notice of disapproval, Respondent shall submit to the Department an SRP which has been revised in response to the Department's objections (the "Revised SRP") as is necessary and appropriate to remediate the Site.

Within fifteen (15) days of receipt of the Revised SRP, the Department shall provide written notification to Respondent of its approval or disapproval of the Revised SRP. If the Department approves the Revised SRP, Respondent shall implement the elements of the Revised SRP.

If the Department disapproves the Revised SRP, this proceeding will be reconvened to determine an appropriate SRP.

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VI. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent, its directors, officers, employees, servants, agents, successors and assigns.

VII. The terms of this Order shall not be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers, either at common law or as granted pursuant to statute or regulation.

VIII. 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 arising out of or resulting from the negligent acts or omission of the Respondent in the fulfillment or attempted fulfillment of the provisions hereof.

IX. If Respondent desires that any provision of this Order be modified, Respondent shall make timely written application to the Commissioner, setting forth reasonable grounds for the relief sought. The Commissioner will grant the requested modification, if reasonable.

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2. One copy to the NYS Department of Environmental Conservation, Region 5, State Office Building, Watertown, New York. ATTN: Regional Attorney.

b) Communication to be made from the Department to Respondent shall be made as follows:

Union Fork & Roe  
c/o Whitman, Osterman & Hanna  
One Commerce Plaza  
99 Washington Avenue  
Albany, New York 12260

c) The Department and Respondent respectively reserve the right to designate other or different addressees on notice to the other.

d) No verbal advice or guidance by the Department's officers, employees or representatives upon any plan, report, proposal, study or other document, or modification or additions thereto, submitted by Respondent to the Department, shall relieve Respondent of any obligation it may have to obtain the Department's written approval of the same if written approval is required under the terms and conditions of this Order.

XII. The provisions of this Order shall be deemed to bind Respondent. Respondent is responsible to ensure that its officers, directors, agents, servants, employees, successors and assigns comply with the terms of this Order.

XIII. Respondent shall provide notice to the Department any excavating, drilling, sampling or other field work to be conducted pursuant to the terms of this Order at least six (6) working days in advance of such activities.

XIV. Respondent shall permit any duly designated official, employee, consultant, contractor or agent of the Department to enter upon the Site or areas in the vicinity of the Site which may be under the control of Respondent, and any areas necessary to gain access thereto, for inspection purposes and for the purpose of making or causing to be made such sampling and tests as the Department deems necessary, and for ascertaining Respondent's compliance with the provisions of this Order.

XV. Respondent shall obtain easements, rights-of-way or rights-of-entry as are necessary in order to perform Respondent's obligations pursuant to this Order. In the event that Respondent is unable to obtain whatever easements, rights-of-way, or rights-of-entry, the Department shall, consistent with its legal authority, assist in obtaining, as appropriate, all such authorizations.

XVI. The effective date of this Order shall be the date Respondent receives a conformed copy of this Order.

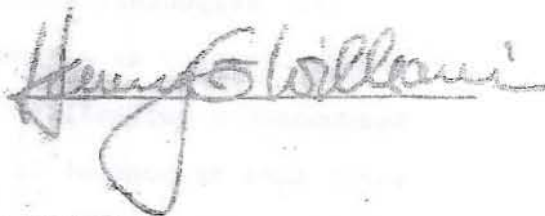


XVII. The terms and conditions of this Order shall not create any presumptions of law or findings of fact which shall inure to or be for the benefit of any person other than the parties hereto.

XVIII. All on-site activities conducted pursuant to this Order shall be in compliance with all substantive technical requirements established by state or federal law that would otherwise be embodied in a permit issued by the State.

DATED: Albany, New York  
February 3, 1987

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



TO: Joseph Forti, Esq.  
NYSDEC Division of Environmental  
Enforcement  
50 Wolf Road, Room 105  
Albany, NY 12233

Kevin M. Young, Esq.  
Whiteman, Osterman & Hanna  
One Commerce Plaza  
99 Washington Avenue  
Albany, NY 12250

**EXHIBIT "E"**

**1991 CONSENT JUDGMENT**



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

STATE OF NEW YORK and THE VILLAGE  
OF FRANKFORT,

Plaintiffs,

-against-

UNION FORD & HOE COMPANY,

Defendant.

CONSENT JUDGMENT

Index No. 90-CV-688

Judge McCurn

WHEREAS, the undersigned, having agreed and stipulated that a judgment can be entered in this action incorporating an agreement containing the following terms and conditions, and the Court hereby reviewed such terms and conditions, and having determined that they are reasonable and constitute appropriate remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. §9601, et seq., to address the environmental conditions at the Site (as such term is defined below in Section II), and the Court having subject matter jurisdiction pursuant to 42 U.S.C. §9613(b) over the matter and personal jurisdiction over the signatories consenting hereto,

THEREFORE, it is Ordered and Stipulated as follows:

I. GOALS:

The goals of this Consent Judgment are to provide for  
remediation of the groundwater at and in the vicinity of the Site

(as such term is defined below in Section II), to protect the public water supply of Frankfort, New York, and to avoid prolonged and expensive litigation. It is the parties' expectation that these goals will be achieved by implementation of a remedial measure pursuant to the Approved Remedial Plan (as such term is defined below in Section II).

The signatories herein, without admitting the allegations contained in the Complaint, desire to terminate the action as to the settling parties with prejudice and having consented to the entering and issuing of this Consent Judgment, agree to be bound by the terms and conditions herein.

II. DEFINITIONS:

Unless otherwise defined herein, terms used in this Consent Judgment that are defined in Section 101 of CERCLA, 42 U.S.C. §9601, shall have the meanings ascribed to them therein. Whenever the following terms are used in this Consent Judgment and the exhibits and appendices attached hereto, the following definitions specified below shall apply:



A. "Approved Remedial Plan" or "ARP" means the Approved Remedial Plan that is attached hereto as Exhibit A and approved by order of this Court.

B. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601, et seq.

C. "Complaint" means the Complaint filed by the State of New York and Village of Frankfort in the matter entitled State of New York and the Village of Frankfort v. Union Fork & Hoe Company (Civ. Action No. 90-CV-688).

D. "DEC" means the New York State Department of Environmental Conservation and its Commissioner.

E. "Defendant" means Union Fork & Hoe Company.

F. "DOL" means the New York State Department of Law and the Attorney General.

G. "Hazardous substances" includes "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), and

any pollutants or contaminants whose release may require the incurrence of response costs under any applicable federal or state law.

H. "Non-settling Party" means any entity which may be legally responsible for conditions at the Site or adjacent areas or remediation thereof and which is not a signatory of this Consent Judgment.

I. "Parties" means the parties that are signatories to this Consent Judgment.

J. "Plant Site" means the Union Fork & Hoe plant site located in Frankfort, New York.

K. "Settlement Date" means the date this Consent Judgment is signed and entered by the Court, which shall be at least 30 days after publication of notice of this Consent Judgment in the New York State Environmental Notice Bulletin.

L. "Site" means the Union Fork & Hoe plant site located in Frankfort, New York and adjacent areas (including the Village's public water system) impacted by the release of hazardous substances from the plant site.



M. "State" means the State of New York.

N. "UF&H" means Union Fork & Hoe Company.

O. "Village" means the Village of Frankfort, New York.

P. The "Work" means the work required to be performed under the Approved Remedial Plan, including implementation of a water treatment system, and any other remedial work required to be performed under the terms of the Consent Judgment.

Q. The "NCP" means the Plan described and promulgated in accordance with 42 U.S.C. §9605.

R. "Approval of Completed Works" means the final notification from Department of Health that the ARP treatment system is approved for public water supply operation.

### III. BACKGROUND:

A. The Complaint in this action was filed on June 25, 1980, against the Defendant. In the Complaint, the State alleges that UF&H generated hazardous substances at the Plant Site. The State contends that UF&H has released at the Plant Site hazardous

substances including tetrachloroethylene ("PCE") to the groundwater underlying and migrating from the Site and that PCE threatens the municipal water supply of Frankfort.

B. In its Geotechnical Investigation Report, dated February, 1990, the DEC concluded that there were two localized potential chemical sources within the area of influence contributing to the contamination at the Village's public water system. One potential source is the potential migration of chemicals from the Plant Site through the groundwater to municipal wells. The other potential source of contamination is a site upgradient of the Plant Site. The municipal wells are in an industrial area and therefore defendant has asserted that other sources are potentially contributing to the chemicals detected in the groundwater.

C. In order to avoid extensive litigation and to expedite the remediation of the groundwater contamination and to protect the public water supply, the State, the Village and UFGH have agreed to settle this action pursuant to the terms and conditions of this Consent Judgment. The State, the Village and UFGH believe that the remedial action set forth in the Approved Remedial Plan is consistent with CERCLA, and all applicable Federal and State statutes and regulations.



IV. IMPLEMENTATION OF ARP:

A. Within 30 days after the Settlement Date, pursuant to 10 NYCRR §5-1.22, plans and specifications for the water treatment system described in section 4 of the ARP will be submitted to the New York State Department of Health ("DOH") for approval. Within 30 days of receipt, DOH may approve such plans or may require such modifications which is deemed necessary to protect public health and safety consistent with the conceptual design described in the Approved Remedial Plan. Within 10 days of receipt of the DOH response, UP&H shall either resubmit the plans with the requested modifications or explain why the requested modifications are inconsistent with the Consent Judgment and the Approved Remedial Plan and/or the requirements of 10 NYCRR §5-1.22. If DOH and UP&H are unable to reach agreement on the plans and specifications, either party may move the Court under Section XII for resolution of the dispute. In no event shall construction commence until DOH has issued an "Approval of Plans" pursuant to 10 NYCRR §5-1.22(c). Once the DOH has issued an Approval of Plans, the plans and specifications so approved, shall be incorporated into and become a part of the Approved Remedial Plan.

B. Upon completion of the ARP, UP&H shall submit to the DOH a "Certification of Completion of a Water Supply Improvement" on

the form prescribed by the DOH. Except as is necessary for testing and debugging, the groundwater remediation system will not be placed into service until DOH issues an "Approval of Completed Works" pursuant to 10 NYCRR §5-1.22(d).

C. Within 30 days of receiving the Certification of a Water Supply Improvement, DOH shall determine whether the implementation performed by UF&H was in accordance with the requirements of the Approved Remedial Plan, and issue an "Approval of Completed Works" or if not, shall indicate any deficiencies in said work. UF&H shall either take such actions as are necessary to correct the deficiencies asserted by the DOH or say move the Court under Section XII for a determination that the DOH's notice of deficiency is inconsistent with the Consent Judgment and the requirements of the Approved Remedial Plan.

D. The Village acknowledges its obligation, as operator of the public water system and as a signatory to the Consent Judgment, to operate and maintain the water treatment system in accordance with DOH guidelines and in accordance with the operation and maintenance manual provided as part of the Approved Remedial Plan.



V. RESPONSE COSTS:

A. The State and the Village have alleged that they have incurred "response costs" as defined in CERCLA, 42 U.S.C. §9601(25), by their monitoring, testing and studying of any release, migration and threat of migration of hazardous substances at and in the vicinity of the Site. The State and the Village also assert that in the future they will incur additional response costs. The State and the Village allege that UP&H is strictly, jointly and severally liable for said costs. In consideration of UP&H's completion of the obligations set forth in this Consent Judgment, and in consideration of the payment of \$50,000 into the OPERATION AND MAINTENANCE RESTORATION FUND, described in paragraph (C) below, the State and the Village release UP&H from all claims for past response costs.

B. The provisions of this Consent Judgment do not constitute and shall not be deemed a waiver of UP&H's rights to seek and obtain contribution or indemnification from other potentially responsible parties, or from UP&H's insurers, for payment made hereunder or in the future for response costs or natural resource damages. UP&H thereby is not precluded from pursuing claims for contribution or indemnification against any non-settling party for the incurrence of response costs. Under no circumstances shall

defendants maintain a contribution or indemnification claim against the plaintiffs.

C. Operation and Maintenance Restoration Fund

(1) WFGH will pay the sum of Fifty Thousand Dollars (\$50,000.00) to Plaintiffs payable in five equal annual installments of \$10,000.00 with the first installment due June 30, 1992. The payment will be deposited into a fund (as described in paragraph 2 below). Payments made under this paragraph are not, and shall not be considered as, payments of a civil or criminal fine or penalty.

(2) A fund shall be created and titled the Frankfort Water Supply Operation and Maintenance Restoration Fund. The Fund shall be created for funding the treatment of the water extracted by the water treatment system and for reimbursing the municipal plaintiff for its costs and expenses in operating and maintaining the extraction/treatment system.

(3) All monies held by the fund shall be retained in an interest-bearing account, and accrued interest shall be paid to the fund. The Village will act as Trustee of the Fund.



VI. RELEASE OF LIABILITY AND COVENANT NOT TO SUE:

A. (1) Except as otherwise specifically provided in this Section and Section VII, supra, the State and the Village hereby discharge and release UPRC and their respective officers, directors, employees, agents, owners, affiliates, successors or assigns, for any and all past response costs and any other costs and expenses including, but not limited to, all claims for damages (including natural resource damages), fees (including any regulatory fees), fines, or penalties, under common law or under any applicable statutes arising out of or relating to the past release of hazardous substances at the Site and their migration from the Site and the lawful, non-negligent implementation of the Approved Remedial Plan in accordance with this Consent Judgment. Defendants hereby certify that they are not now in violation of any obligations involving the payment of regulatory fees or per capita payments.

(2) The foregoing release by the State and the Village shall be effective upon completion of the approved work as indicated by receipt of the Approval of Completed Works notice and payments specified in paragraph V(C) above (Restoration Fund).

B. Except as otherwise specifically provided in Section VII, neither the State and the Village covenant not to sue, execute judgment or take any civil, judicial, or administrative action under federal or State common law, Equity Jurisdiction, or Statutory Provisions including claims for Natural Resource Damages against UFAH, and any of their respective officers, directors, employees, agents, owners, affiliates, successors or assigns arising out of or relating to the past release of hazardous substances at the Site and their migration from the Site, so long as UFAH complies with its obligations under this Consent Judgment.

C. This Consent Judgment shall constitute the resolution of liability to a State in an administrative or judicially approved settlement within the meaning of section 113 of CERCLA. The release in subparagraph A of this Section is given in good faith and this Consent Judgment shall be deemed to fully satisfy the requirements for such a release as set forth in any and all applicable federal and State law, including CERCLA, New York General Obligations Law §15-108 ("GOL §15-108") and, if applicable, in the Uniform Comparative Fault Act, 12 U.L.A. (Supp. 1987).

D. The provisions of this Section shall become effective only upon the Court's approval of this Consent Judgment. Notwithstanding the foregoing, the parties reserve the right to



apply to the Court for complete performance of the terms of this Consent Judgment and seek appropriate relief, including contempt and payment of attorney's fees, for non-compliance with this Consent Judgment.

E. The Village agrees to file with the County Clerk of Herkimer County a restrictive covenant acknowledging the releases and covenants herein and binding any future owner or possessor of the water system.

VII. REOPENER:

Nothing in Section VI, "Release of Liability and Covenant Not to Sue," shall in any way constitute a release of liability or covenant not to sue from the State or Village for injunctive relief or payment of future response costs incurred for remedial measures under CERCLA and/or the State common law of public nuisance against UPWH to respond to the following circumstances:

(1) After implementation of the Approved Remedial Plan (ARP), previously unknown or undetected chemical contaminants are discovered migrating from the Plant Site to off-site groundwater resources, and such migration indicates that the remedy is no longer protective of human health or the environment; or

(2) After implementation of the ARP, PCE is discovered at the plant site at concentrations which indicate that the presence of such contamination will continue to migrate to the public water system served by the Village wells thereby posing a threat to public health or the environment which will not be abated to within the State drinking water standards by operation of the ARP after seven (7) years of operation and maintenance. Under this paragraph, the injunctive relief or response costs sought shall be limited to the source control measures at the plant area identified as the source of PCE to the Village Wells.

(3) After implementation of the ARP, the State receives additional scientific information that is scientifically valid, which was not available at the time or prior to the signing of this Consent Judgment, concerning the scientific determinations upon which the current groundwater and/or drinking water standards were provided, and the additional information demonstrates that chemical contaminant conditions caused by the Plant Site indicate that remedial actions implemented hereunder are no longer protective of public health or the environment.

(4) After implementation of the ARP, the treatment system installed thereunder is determined to be inadequate to



properly reduce the level of volatile organic compounds, allegedly released by UF&H in the public water system, to the applicable State or Federal Drinking Water Standards.

Prior to commencing a claim pursuant to the reopener provisions of this paragraph, the State will seek, pursuant to Section XII, a determination from the Court that the reopener provision of this section applies. In its motion, the State will have the burden of showing that the conditions of the reopener have been satisfied. If the State is successful in requiring source remediation at the plant site, UF&H will be given the option, in the first instance, of implementing approved source remediation measures.

VIII. PROTECTION OF THE DEFENDANTS FROM FURTHER PAYMENT:

Pursuant to Section 113 of CERCLA and General Obligations Law §15-108, UF&H shall not be liable for any claim for or in the nature of contribution, indemnity or restitution, however characterized, by non-settling parties regarding matters addressed in this Consent Judgment. In any future action brought by the State against a non-settling party, the provisions of Section 113(f)(3) of CERCLA shall apply.

IX. PRESERVATION OF CLAIMS:

A. UFAE reserves all rights that it may have to assert claims against its insurers and non-settling parties for matters arising from this action, including, without limitation, claims for breach of contract, contribution, tortious conduct, and indemnity.

B. UFAE, in entering into this Consent Judgment, does not admit or intend to acknowledge any liability or fault by it with respect to any matter arising out of or relating to the Site or admit any of the allegations in the Complaint relating to the cause of current environmental conditions of the site.

C. The provisions, terms, and conditions of this Consent Judgment, and any actions or submissions under or by reason of the provisions, terms, and conditions hereof, shall not, in any action, or proceeding or litigation whatsoever, whether or not brought by the State, be construed as, or operated as, an admission that the UFAE have violated any law or regulation or otherwise committed a breach of any duty at any time. The State and the Village agree that it will not use this Consent Judgment as a basis for the institution of any judicial or administrative proceedings or as the



basis for any defense, jurisdictional or otherwise, except to enforce the terms of this Consent Judgment.

X. NO FURTHER AUTHORIZATION NECESSARY:

This Consent Judgment shall act as the sole authorization and approval required for the implementation of the Approved Remedial Plan and no further permits or authorizations shall be required for performance of any on-site remedial work outlined in the Approved Remedial Plan. Should on-site remedial activities be required to implement this Consent Judgment in addition to those described in the Approved Remedial Plan, authorization from the State will be required in lieu of permits.

XI. FORCE MAJEURE:

A. "Force majeure" for purposes of this Consent Judgment is defined as any event arising from causes beyond the control of UP&H or the Village which delays or prevents the performance of any obligation under this Consent Judgment. This Section shall not apply to the obligation herein to make cash contributions. "Force majeure" shall not include non-attainment of the performance standards set forth in the Approved Remedial Plan, although UP&H, the Village and the State agree that delay in attaining performance

standards may result from a force majeure event. An increase in cost alone is not itself a force majeure event. UP&H must attempt to mitigate the impact of a force majeure event prior to claiming such an event.

B. When circumstances occur which will delay the completion of any phases of the work or delay access to the Site or to any property on which any part of the work is to be performed as a result of a "force majeure" event, UP&H shall promptly notify the DEC. Within five (5) days of the event which UP&H contends is responsible for the delay, UP&H shall supply to the State, in writing the reason(s) for the anticipated duration of such delay, the measures taken and to be taken to prevent or minimize delay, and the timetable for implementation of such measures. Failure to give notice to the State and to give written explanation to the State in a timely manner shall constitute a waiver of any claim of force majeure.

C. If the State agrees that a delay is or was attributable to a "force majeure" event, UP&H and the State shall promptly modify the Approved Remedial Plan in accordance with Section XV to provide such additional time as may be necessary to allow the completion of the specific phase of work and/or any succeeding phase of the work affected by such delay. UP&H shall notify the



Village in writing of the modifications which modification shall in no way alter the obligations of the Village under this Consent Order.

D. If UFAH and the State cannot agree whether the reason for the delay was a "force majeure" event, whether the duration of the delay is or was warranted under the circumstances or whether the additional time provided is sufficient to compensate for the delay, the State shall promptly notify the Village and UFAH in writing and give the reasons for its determinations, and UFAH and the State shall resolve the dispute according to Section XII. UFAH shall have the burden of proving "force majeure" as a defense to compliance with this Consent Judgment.

XII. DISPUTE RESOLUTION:

A. Informal Discussions. Whether or not a provision of this Consent Judgment refers to dispute resolution, the Parties shall attempt expeditiously to resolve any disagreements that arise under this Consent Judgment through informal discussions.

B. Motion for Dispute Resolution.

(1) In the event that any dispute arising under this Consent Judgment is not resolved expeditiously through informal means, a party desiring dispute resolution under this Paragraph may serve and file a Motion for Dispute Resolution with the Court. In the case of an objection to a decision or determination by the State, such Motion shall be served and filed within thirty (30) days of receipt of the decision or determination complained of or, in the case of a withholding of approval or certification, within sixty (60) days of the request for approval or certification. Any response to the Motion shall be at a time agreed to by the parties involved in the dispute or set by the Court.

(2) Any party seeking dispute resolution pursuant to subparagraph (1) shall include in its Motion a written statement of the issue in dispute, a recitation of the relevant facts and evidence upon which the dispute is based, and a Statement of Proposition regarding scope, limitation and standard of review.

(3) The Court may hold an evidentiary hearing to aid in resolving the dispute. In any such proceeding, the moving party has the burden of going forward. The determination rendered by the Court shall bind the Parties. Where the dispute centers on an



issue of technical judgment regarding the implementation or scope of the ARP (as modified or augmented hereunder) or further proposed remedial measures, the Court will take into consideration and accord due deference to the expertise and professional judgment of the State's technical staff, but shall not be bound by the State's position.

XIII. SPLIT SAMPLES: SITE ACCESS: NOTICE OF REMEDIAL WORK:

A. The State, the Village and UF&H shall have the right to obtain split samples of all substances and materials sampled by the other parties pursuant to this Consent Judgment. As used herein, the term "split samples" shall mean whole samples divided into aliquots to be tested by the other party for the purpose of comparative analysis. Upon request, each party shall make available the results of sampling, test or other data generated by it or on its behalf in the implementation or monitoring of this Consent Judgment.

B. The Village and UF&H shall permit access to duly designated employees, consultants, contractors, or agents of UF&H, the Village and the State to any areas under their respective control at and in the vicinity of the Site necessary for implementation of the Approved Remedial Plan and for inspection

purposes and for the purpose of making or causing to be made such sampling and tests as the parties deem necessary, and for ascertaining compliance with the provisions of this Consent Judgment. The parties shall provide the Village and UP&H with notice prior to the arrival of designated employees, consultants, contractors or agents at the Site. Nothing herein shall limit the right of the State to enter and inspect pursuant to statutory or common law authority, nor shall this Judgment preclude the State, at its own expense from conducting sampling and analysis work at the site pursuant to statutory authority.

IV. ENFORCEMENT OF CONSENT JUDGMENT:

A. If the State, the Village or UP&H consider that any other party has failed to comply with the terms and conditions of this Consent Judgment or applicable State or Federal law, then the State, the Village or UP&H may seek appropriate relief from the court, including contempt of Court and payment of attorneys fees.

B. The Parties hereby waive all objections to the exclusive jurisdiction of the Court for the purposes of constructing, implementing or enforcing this Consent Judgment.



XV. MODIFICATIONS:

The terms and conditions of this Consent Judgment may be modified only by written agreement between the State, the Village and UP&H. Notwithstanding the foregoing, the terms and conditions of the Approved Remedial Plan may be modified by written agreement between the State and UP&H with notice to the Village. All significant modifications must be forwarded to the Court.

XVI. PUBLIC COMMENT:

A. The State shall publish Notice of this Consent Judgment in the New York State Environmental Notice Bulletin. A Fact Sheet describing the Approved Remedial Plan will be made available at the DEC's regional office in Watertown, New York and the Village of Frankfort's municipal office. The Notice will request that the public submit comments to the DOI and the DEC within 30 days of the date of the notice. During the public comment period, a public hearing shall be held to discuss the ARP with the public. On or before the Settlement Date, the State shall submit a written report to the Court summarizing the public's comments if any (or stating that the public had no comments), and the Parties' responses to the public's comments.

B. The Approved Remedial Plan set forth in Exhibit A constitutes a remedial plan consistent with the NCP, CERCLA, all applicable Federal and State statutes and regulations, and remedies available under the Law of Public Nuisance. After implementation, and, as designed, it is expected that the Approved Remedial Plan should eliminate any threat to the public health or the environment posed by the chemicals present on-site or migrating therefrom.

VII. MISCELLANEOUS:

A. The undersigned representatives of each of the parties certify that they are fully authorized to enter into this Consent Judgment, and its terms and conditions, and to execute and to legally bind such party to this document.

B. The decision of UP&E to enter into this Consent Judgment and any action or submission under or by reason of the terms and conditions of this Consent Judgment shall not be construed in any way as an admission of liability or responsibility for the conditions presented at or in the area of the Site.

C. This Consent Judgment shall bind and inure to the benefit of the individual Parties and their respective representatives, heirs, executors, administrators and assigns, shall bind and inure



to the benefit of the settling corporate parties and their respective successors and assigns and shall bind and inure to the benefit of the State and its agents and employees.

D. Each of the Parties shall bear its own costs and disbursements in this action.

E. None of UF&H's obligations under this Consent Judgment shall be deemed to constitute any type of fine or penalty.

F. When notification to the State, the Village or to UF&H is required by the terms of this Consent Judgment, it shall be in writing and mailed to the following representatives at the designated addresses which may be amended:

(a) Notice to the State:

Dean S. Sommer, Esq.  
Assistant Attorney General  
Environmental Protection Bureau  
New York State Department of Law  
The Capitol  
Albany, New York 12224

Michael O'Toole  
Director  
Division of Hazardous Waste Remediation  
New York State Department  
of Environmental Conservation  
50 Wolf Road  
Albany, New York 12233

(b) Notice to the Village:

Anthony Murad, Esq.  
Village Attorney  
Village of Frankfort  
2713 Genesee Street  
Utica, New York

(c) Notice to Union Fork & Hoe:

Whiteman Osterman & Hanna  
One Commerce Plaza  
Albany, New York 12260  
Attn: Kevin M. Young, Esq.

and

J. Fred Johnson  
Vice President and General Manager  
Union Fork & Hoe Company  
253 East Main Street  
Frankfort, New York 13340

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

H. This Consent Judgment shall bind the parties only upon entry by the Court.

I. The release provisions of this Consent Judgment are intended to release UF&H and not to release from liability any subsequent purchaser of the site.



After having reviewed the terms and conditions of this Consent Judgment, the authorized representatives of UP&H, the State and the Village hereby consent to this Consent Judgment as set forth below.

STATE OF NEW YORK  
ATTORNEY GENERAL ROBERT ABRAMS

Dated:

By:

Dean S. Sommer  
Assistant Attorney General

Dated:

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

Thomas C. Jerling,  
Commissioner

Dated:

VILLAGE OF FRANKFORT

By:

Dated:

UNION FORD & HOE COMPANY

WP:YNG-4

By:

*J. L. P.*  
Vice President and Gen. Mgr.

After having reviewed the terms and conditions of this Consent Judgment, the authorized representatives of UF&E, the State, and the Village hereby consent to this Consent Judgment as set forth below.

STATE OF NEW YORK  
ATTORNEY GENERAL ROBERT ABRAMS

Dated: Jan. 91

By:

Dean S. Sommer  
Dean S. Sommer  
Assistant Attorney General

Dated:

12/13/90

By:

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

Thomas C. Corling  
Thomas C. Corling,  
Commissioner

Dated: 1-4-91

VILLAGE OF FRANKFORT

By:

Angela [unclear]

Dated:

UNION FORD & ROE COMPANY

By:



## **Exhibit "F"**

### **2011 Proposed Stipulation and Corrective Action Plan**

**STIPULATION PURSUANT TO SECTION 17-0303 OF THE ENVIRONMENTAL  
CONSERVATION LAW AND AND SECTION 176 OF THE NAVIGATION LAW BY:  
AMES TRUE TEMPER, Respondent                      Spill No.: 89-09096**

Spill No.: 89-09096

1. The Department of Environmental Conservation is the agency responsible for the cleanup and removal of discharges of petroleum pursuant to Article 12 of the Navigation Law and Article 17 of the Environmental conservation Law.
2. Respondent has agreed to investigate and where necessary remediate a historical discharge of petroleum at the former Union Fork Hoe Facility, Frankfort, New York (the "Site") by taking the steps and according to the conditions set forth in the Corrective Action Plan attached to this Stipulation.
3. Respondent and its employees, servants, agents, lessees, sublessees, successors, and assigns hereby waive any right to pursue reimbursement of monies expended by Respondent prior to the Termination Date as against the State of New York or the New York Environmental Protection and Spill Compensation Fund (the "Spill Fund"), and agree to indemnify and hold harmless the Spill Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site than any of same has or may have as a result of Respondent's entering into or fulfilling the terms of this Stipulation with respect to the Site.
4. Except to the extent governed and protected by the terms of July 4, 1991 Consent Judgment between Union Fork and Hoe Company and the New York Department of Environmental Conservation, this Stipulation does not affect the Department's right to pursue any claims that the Department may have against Respondent, including but not limited to, claims for alleged violation of the Navigation law or the Environmental Conservation law. This Stipulation does not affect any defenses that Respondent may have to any such claims.
5. Except with respect to the terms of Paragraph # 4, Respondent, without admitting liability, consents to the issuance of this Stipulation, waives the right to notice and hearing with respect to the issuance and entry of this Stipulation as provided by law, and agrees to be bound by the terms of this Stipulation, including any attachments thereto.
6. This Stipulation is equivalent to an order pursuant to ECL § 17-0303 and a directive pursuant to NL § 176 and is enforceable as such.
7. The Corrective Action Plan may be modified in writing as may be agreed between the parties. The Corrective Action Plan may be modified by the Department in the same manner as a Department permit. In the event of a conflict between the terms of this Stipulation and any

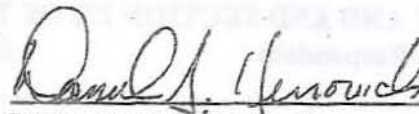
NO. 11 3/1/11



Corrective Action Plan submitted pursuant to this Stipulation, the terms of this Stipulation shall control over the terms of the Corrective Action Plan(s).

8. The effective date of this Stipulation is the date it is signed by the Department. This Stipulation shall terminate when the Department issues a written determination that no further remedial activities are required with respect to the petroleum discharge at the Site (the "Termination Date").

3/1/11  
Date

  
Respondent's Signature\*

SR VP of OPERATIONS AMES TRUEBMAN P.E.  
Respondent's Title (if corporation)

\_\_\_\_\_  
Date Regional Director or Regional Spill Engineer, Region \_\_\_\_

\*NOTE: If stipulation is with a corporation, the respondent must be an official, authorized corporate representative.

**SAMPLE**  
**Corrective Action Plan**

**Corrective Action Plan for Spill No: 89-09096**

1. Within 60 days of the effective date of this Order, Respondent shall submit to the Department, for its approval, an Investigation Plan, detailing the scope of work proposed to investigate the nature and extent of the contamination caused by this spill, pursuant to Soil Cleanup Guidance CP-51.
2. Within 30 days of the approval by the Department of the Investigation Plan, submitted pursuant to paragraph 1 above, Respondent shall conduct the work described in it, and submit a report based on the information gathered through the Investigation Plan.
3. Within 60 days of the completion of the Investigation, Respondent shall submit a Remediation Plan to the Department, detailing the work proposed to remediate the contamination caused by this spill. The Department shall either approve or disapprove the plans and specifications in writing. If the submittal is disapproved, the Department shall specify any deficiencies and required modifications. Within 30 days of receipt of the Department's disapproval notice, Respondent shall submit a revised Remediation Plan which addresses the Department's comments, correcting all deficiencies identified in the disapproval notice.
4. Within 30 days of receipt of the Department's notice of approval of the Remediation Plan, submitted pursuant to paragraph 3 above, Respondent shall implement the approved Remediation Plan.
5. The approved Remediation Plan shall be made part of the Stipulation agreement between Respondent and the Department.

Any modifications to this Corrective Action Plan must be approved in advance in writing by the Department.

*W. J. 3/1/11*