

**COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND
LIABILITY ACT (CERCLA) § 120(h)(3)
COVENANT DEFERRAL REQUEST (CDR)
PARCELS F11B, F6B-6, F6B-7, A2, A4, A5, F10C-2, and F10C-3
FORMER GRIFFISS AIR FORCE BASE (AFB), NEW YORK**

1. PURPOSE

1.1 The purpose of this CDR is to address the transfer of Parcels F11B, F6B-6, F6B-7, A2, A4, A5, F10C-2, and F10C-3 real estate (the Property) pursuant to CERCLA § 120(h)(3) and identify CERCLA environmental factors associated with the Property on the former Griffiss AFB, New York, to determine whether the proposed transfer prior to the completion of all remedial actions is consistent with the protection of human health and the environment as addressed by CERCLA.

1.2 This CDR is a result of a thorough analysis of information contained in the following documents:

- (1) Final Environmental Impact Statement (FEIS) for the Disposal and Reuse of Griffiss Air Force Base, New York, November 1995;
- (2) Final Supplemental Environmental Impact Statement (FSEIS) for the Disposal and Reuse of Airfield at Griffiss Air Force Base, New York, September 1999;
- (3) Partial Record of Decision (PROD), June 1996;
- (4) Supplemental Record of Decision (SROD) for Disposal and Reuse of former Griffiss Air Force Base Airfield, September 2003;
- (5) Basewide Environmental Baseline Survey (EBS) for Griffiss Air Force Base, New York, September 1994;
- (6) Basewide Environmental Baseline Survey Update, November 2005;
- (7) Draft Final Remedial Investigations (RI) Report dated December 1996;
- (8) Final Supplemental Investigations (SI) Report dated July 1998;
- (9) Griffiss Area of Interest (AOI) Reports dated November 1996 (Group I), May 1997 (Groups II and III), July 1998 (Expanded Site Investigation (ESI)), November 2000 (Year 2000 ESI) and June 2003 (Year 2002 ESI);
- (10) Unexploded Ordnance (UXO) Archives Search Report - Recommendations and Findings, dated November 1997;
- (11) Final BRAC Removal Actions (UXO) Report, dated October 30, 1998;
- (12) 1993 Inventory of Rare Plant Species and Significant Natural Communities at Griffiss AFB, dated January 25, 1994;
- (13) Phase II Archaeological Investigations of 20 Sites at Griffiss AFB, dated April 1997;
- (14) Final Removal Action Report for Drywell and Miscellaneous Sites, dated June 2001;
- (15) Final Record of Decision for LF-03 Landfill 5 dated March 2000;
- (16) Final Record of Decision for LF-28 Landfill 4 dated March 2000;
- (17) Final Record of Decision for LF-09 Landfill 6 dated February 2001;
- (18) Final Record of Decision for SD-31 Three Mile Creek dated December 2003;
- (19) Final Record of Decision for SD-32 Six Mile Creek dated December 2003;

- (20) Final Feasibility Study Report for Landfill 6 Groundwater, Building 775 Groundwater, Building 817 / Weapons Storage Area Groundwater, dated April 2005;
- (21) Draft Feasibility Study Nosedocks / Apron 2 Chlorinated Plume, dated July 2005;
- (22) Final Proposed Plan for On-Base Groundwater Areas of Concern, dated September 2007;
- (23) Final Soil Vapor Intrusion Study Data Summary Report for Apron 2, Building 817/WSA, Building 775 and AOC 9, dated October 2007;
- (24) December 13, 2007 Meeting Minutes on Soil Vapor Intrusion Issues at Former Plattsburgh and Griffiss Air Force Bases in New York State, Finalized on January 29, 2007;
- (25) Final Record of Decision for SD-52 On-base Groundwater AOCs dated December 2008;
- (26) Soil Vapor Intrusion Draft Feasibility Study Buildings 774, 776, 785 and 786 dated February 2009;
- (27) Final Proposed Plan for AOC 9 dated January 2010;
- (28) Final Record of Decision for AOC 9 dated September 2010;
- (29) Final Record of Decision for Nosedocks 1 and 2 (SD-41) dated November 2011;
- (30) Closure Report SD041 Nosedock 1&2 NYSDEC Spill Number 9413416 dated November 2011;
- (31) Final Interim Remedial Action Completion Report for Remedy-in-Place and Construction Complete for the On-Base Groundwater Area of Concern (SD-52) dated August 2011 and
- (32) Visual Site Inspections (VSIs) conducted in February 2005, April 2009, May 2009 and January 2012.

2. PROPERTY DESCRIPTION

2.1 Parcels F11B, F6B-6, F6B-7, A2, A4, A5, F10C-2, and F10C-3 are depicted on the property map (Exhibit 1) and consist of approximately 182 acres located in the central and northern portion of the former Griffiss AFB. The Property includes the following facilities:

Facility Number	Parcel	Former Air Force Use	Square Footage
782	A2	Fuel System Maintenance Dock	28,251
6389C	A2	Industrial Waste Treatment and Disposal Facility (OWS-6389-03)	N/A
5730	A2	Industrial Waste System (Demolished)	N/A
8004	A2	Industrial Waste Fuel Spill Collector	N/A
8005	A2	Industrial Waste Fuel Spill Collector	N/A
808	A4	Storage Igloo (Demolished)	N/A
819	A5	Surface Weather Observation Facility	177
830	A5	Emergency Electric Power Generation Plant	160
783	F6B-6	Large Aircraft Maintenance Dock (Nosedock 2)	29,300
784	F6B-6	Large Aircraft Maintenance Dock (Nosedock 3)	28,251
785	F6B-6	Large Aircraft Maintenance Dock (Nosedock 4)	28,251
786	F6B-6	Aircraft Support Equipment Shop & Storage Facility (Nosedock 5)	28,251

Facility Number	Parcel	Former Air Force Use	Square Footage
7001	F6B-6	Vehicle Fueling Station (Demolished)	NA
6364	F10C-2	Industrial Waste Fuel Spill Collector (2,000 Gallons)	NA
810	F10C-3	Water Pump Station	1,700
816	F10C-3	Sewage Treatment and Disposal Facility	NA
817	F10C-3	Weapons and Release Systems Shop	8,243
818	F10C-3	Sanitary Sewage Pump Station	54
820	F10C-3	Security Police Visitor Control Center	2,366
6328	F10C-3	Water Storage Tank (30,000)	NA

2.2 The deferral of the covenant applies to the sites contained in the following Parcels as depicted on Exhibit 1:

**CERCLA § 120(h)(3)(A)(ii)(I)
Covenant Deferred Sites**

Parcel	Site ID	Site Name
F11B & F6B-7	SS-38	Building 775 On-Base Groundwater
F6B-6 & A2	SD-52-01	Nosedocks/Apron 2 On-Base Groundwater
F11B	SD-52-04	Landfill 6 On-Base Groundwater
A4 & F10C-2	SS-62	AOC 9 Weapons Storage Area Landfill Chlorinated Plume
A5 & F10C-3	SD-52-05	Building 817/WSA On-Base Groundwater

3. NATURE AND EXTENT OF CONTAMINATION

3.1 The United States Air Force (Air Force), United States Environmental Protection Agency (USEPA), and New York State Department of Environmental Conservation (NYSDEC) entered into a Federal Facility Agreement (FFA) effective August 21, 1990, under Section 120 of CERCLA.

3.2 There are six (6) CERCLA Areas Of Concern (AOC) located on the Property that require deferral of the CERCLA § 120(h)(3)(A)(ii)(I) covenant. The site descriptions are listed as follows:

Site ID	Site Class	Site Name
SS-38	AOC	Building 775 On-Base Groundwater
SD-52-01	AOC	Nosedocks/Apron 2 On-Base Groundwater
SD-52-04	AOC	Landfill 6 On-Base Groundwater
SS-62	AOC	AOC 9 Weapons Storage Area Landfill, Chlorinated Plume
SD-52-05	AOC	Building 817/WSA On-Base Groundwater

SS-38 Building 775 Groundwater, SD-52 On-Base Groundwater Operable Unit and SS-62 AOC 9 Weapons Storage Area Landfill:

SS-38, Building 775, Groundwater and SD-52 Landfill 6 On-Base Groundwater Contamination: The SS-38, Building 775, Groundwater site is located in Parcels F11B and F6B-7. Building 775 (Pumphouse 3) was one of four pumphouses located east of Ready Road. Building 774, located across from Building 775 to the west, was identified as a TCE storage area housing a 400-gallon TCE vat. The vat has been removed and the area where the drums were stored is currently paved or grass-covered. It was originally thought that Pumphouse 3 was the origin of a TCE plume at the site, but during the RI and SI investigations, it was determined that the actual source of contamination was the degreasing room/vat formally located on the southeast side of Building 774. This degreasing system utilized a monorail to carry equipment to the degreasing vat for solvent cleaning when the building was used as an armament and electronics shop. Chlorinated solvents that have contributed to the groundwater contamination are suspected to have originated from this area. No evidence of the degreasing system was found during the Basewide EBS site inspection in April 1994. The Air Force, in its draft final RI report dated December 1996, recommended no further action for the soils and further delineation of groundwater contamination (chlorinated solvents southwest of Building 774).

The SD-52 Landfill 6 On-Base Groundwater Contamination site is located in Parcel F11B. The Landfill 6 Record of Decision required that the groundwater associated with Landfill 6 be further evaluated and addressed in a separate comprehensive study for all groundwater contamination in the area near the landfill. Consequently, at both sites, additional groundwater samples were collected during the summer of 1997 under the Supplemental Investigations (SI) program. The final SI report was submitted to the regulators on July 24, 1998. Additional supplemental plume delineation investigations were performed in the spring of 2000 and the results were provided to the regulators on August 24, 2000. A Final Groundwater Treatability Pilot Study Report was submitted to the regulators on June 23, 2004, and a Final Feasibility Study (FS) was forwarded to the regulators on April 15, 2005, for these sites. A Draft Proposed Plan was forwarded to the regulators on August 5, 2005. In its letter dated September 16, 2005, USEPA advised that the Proposed Plan was not acceptable and further review could not proceed because of vapor intrusion concerns that impact the proposed remedies. The Final Proposed Plan dated September 2007 was submitted to the regulatory agencies on September 21, 2007. The public comment period was from September 25, 2007 to October 25, 2007. As stated in the Final OBGW Proposed Plan a Soil Vapor Intrusion Operable Unit was established to focus on those sites where soil vapor intrusion (SVI) studies are being conducted. These studies are separate from the investigations and proposed remedial actions discussed in the OBGW Proposed Plan. In October 2006 the site was evaluated for potential risks associated with SVI. The results of the evaluation are documented in the "Final Soil Vapor Intrusion Survey Data Summary Report for Apron 2, Building 817/WSA, Building 775, and AOC 9, October 2007" transmitted to USEPA and NYSDEC on October 30, 2007. The USEPA provided comments in letter dated November 9, 2007. On December 13, 2007 the Agencies conducted a meeting on SVI issues, the minutes of which were documented in correspondence received from the USEPA on January 29, 2008. On February 8, 2008 the Draft OBGW ROD was submitted for regulatory review. The Remedial Action Work Plan for OBGW Remediation was submitted in July 2008.

The final OBGW ROD was executed by the Air Force on January 26, 2009 and transmitted to EPA and NYSDEC. The USEPA executed the OBGW ROD on March 6, 2009. As required by the ROD, groundwater extraction is being performed at the Building 775 site and vegetable oil injection was performed at the Landfill 6 site in June 2008. In addition performance monitoring is being conducted quarterly at each site. All field activities have been performed in accordance with the ROD and following the Remedial Work Plan (July 2008). The Final Interim Remedial Action Completion Report for Remedy-in-Place and Construction Complete was provided to USEPA and NYSDEC in August 2011. Performance monitoring is ongoing. Monitoring results indicate that the selected remedy is functioning; however, additional data is required to support an Operating Property and Successfully determination.

The following restrictions apply to the site and will be incorporated into the Deed:

Development and use of the entire Parcels F11B and F6B-7 property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC.

The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the New York State Department of Health (NYSDOH).

The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required.

The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this site until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process.

Intrusive work or other activities that impact the effectiveness of the landfill closure and post-closure activities will not be allowed within the restricted landfill boundary.

The owner or occupant of this site shall provide the Air Force with 60 days advance notice of any proposed alterations that will involve excavating in and/or disturbing soil and/or groundwater and shall not proceed with any such proposed alterations until it has received written notice from the Air Force that the alterations are acceptable to the Air Force, USEPA, and NYSDEC.

With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the

design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by USEPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SS-38, Building 775, and SD-52-04 Landfill 6 On-Base Groundwater		
Point No.	Easting	Northing
1	1135885.71	1173982.55
2	1136442.12	1173458.41
3	1136226.46	1173227.94
4	1136490.16	1172981.18
5	1135249.27	1171637.19
6	1134241.35	1172482.28
7	1135586.51	1173826.78
8	1135667.62	1173750.39

SD-52-01, Nosedocks/Apron 2 On-Base Groundwater, Operable Unit (located in Parcels F6B-6 and A2): Releases to the groundwater of petroleum hydrocarbons (see Section 5.3, UST-7001-01 through -04 and Section 5.4, POL-772-02, POL-775-02, POL-779-02, and POL-781-02) and chlorinated solvents have occurred at the Property. The Draft Final RI report dated December 1996, recommended further delineation of groundwater contamination (chlorinated solvents north of Building 782). Additional groundwater samples were collected during the summer of 1997 under the Supplemental Investigations (SI) program. The final SI report was submitted to the regulators on July 24, 1998. The results of the July 1998 SI indicated that a chlorinated solvent plume exists beneath Apron 2. Additional groundwater investigations were performed in June 2000 and presented in a draft letter report dated August 7, 2000, with the conclusion that the downgradient portion of the plume had been delineated and the upgradient source needed to be defined. Project JREZ2001-7008, RI, IRP Site SD-52, On-Base Groundwater, Apron 2 Operable Unit, was developed to perform the additional investigations. The delineation fieldwork was performed in 2002; a final RI report was issued to the USEPA and NYSDEC on April 28, 2004, and a draft Feasibility Study (FS) was submitted on July 29, 2005. A Draft Proposed Plan was submitted to the regulators on August 5, 2005. In its letter dated September 16, 2005, USEPA advised that the Proposed Plan was not acceptable and further review could not proceed because of vapor intrusion concerns that impact the proposed remedy.

The Final Proposed Plan dated September 2007 was submitted to the regulatory Agencies on September 21, 2007. The public comment period was from September 25, 2007 to October 25, 2007. As stated in the Final OBGW Proposed Plan a Soil Vapor Intrusion Operable Unit was established to focus on those sites where soil vapor intrusion (SVI) studies are being conducted. These studies are separate from the investigations and proposed remedial actions discussed in the OBGW Proposed Plan. In October 2006 the site was evaluated for potential risks associated with Soil Vapor Intrusion (SVI). The results of the evaluation are documented in the "Final Soil Vapor Intrusion Survey Data Summary Report for Apron 2, Building 817/WSA, Building 775, and AOC9, October 2007" transmitted to USEPA and NYSDEC on October 30, 2007. The USEPA provided comments in letter dated November 9, 2007. On December 13, 2007 the Agencies conducted a meeting on SVI issues, the minutes of which were documented in correspondence received from the USEPA on January 29, 2008. All the parties agreed that, based on sub-slab concentrations, Buildings 782, 783 and 784 (Nose Dock Hangars) do not require any further CERCLA action (sampling or SVI mitigation). There is however, petroleum contamination in proximity to the buildings that is being addressed under site SD-41, Building 782 (Nose Docks 1 & 2) and the NYSDEC Spills Program. The SD-41, Building 782 (Nose Docks 1 & 2) ROD can proceed as No Further Action (NFA) with reference to the fact that the petroleum contamination is being addressed under the NYSDEC Spills Program. The parties also agreed that the AF will resample to determine the source of the high levels of sub-slab TCE in Building 785 and 786. The appropriate remedial action, such as installing a SVE system under the building, will be taken to remove the source. The buildings will be re-sampled prior to occupancy. The Draft OBGW ROD was submitted on February 8, 2008. The Remedial Action Work Plan for OBGW Remediation was submitted in July 2008. The final OBGW ROD was executed by the Air Force on January 26, 2009 and transmitted to EPA and NYSDEC. The USEPA executed the OBGW ROD on March 6, 2009. As required by the Record of Decision, natural attenuation monitoring is conducted quarterly at the site. All field activities are performed in accordance with the Record of Decision and following the Remedial Work Plan (July 2008). The Final Interim Remedial Action Completion Report for Remedy-in-Place and Construction Complete was provided to USEPA and NYSDEC in August 2011. Performance monitoring and evaluation is ongoing. Monitoring results indicate that the selected remedy is functioning; however, additional data is required to support an Operating Property and Successfully determination.

The following restrictions apply to the site and will be incorporated into the Deed:

Development and use of the entire SD-52, Nosedocks/Apron 2 Operable Unit AOC property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC.

The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH.

The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required.

The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process.

With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. In addition, the owner or occupant of this site will insure that the integrity of the Building 786 and 785 slabs are not compromised without prior approval of the USEPA, NYSDEC and the Air Force. The owner may choose to demolish the buildings.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by USEPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area is as follows:

SD-52-01, On-Base Groundwater Contamination, Apron 2 Operable Unit		
Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

There were reported releases at these sites, and a notice pertaining to such releases is provided in Deed Exhibit D, Notice of Hazardous Substances Released/Disposed of.

SS-62 AOC 9 Weapons Storage Area Landfill Chlorinated Plume located in Parcels A4 and F10C-2 is an AOC site located north of the runway and south of the Weapons Storage Area (WSA). AOC 9, WSA Landfill, originally thought to be within the WSA, is actually outside the WSA boundaries. The site includes the location of the former storage igloo 808 (STW-808, OTH-808). This site was investigated under the Expanded Site Investigations

(ESI) program and based on results of the investigations, a Feasibility Study (FS) was required. The Final Groundwater Treatability Pilot Study Report, The Final Feasibility Study (FS), and the Draft Proposed Plan were submitted to the regulators on June 23 2004, October 28, 2004, and August 5, 2005, respectively. In its letter dated September 16, 2005, USEPA advised that the Proposed Plan was not acceptable and further review could not proceed because of vapor intrusion concerns that impact the proposed remedy. The proposed remedy is presently being reevaluated based on additional groundwater and soil data. In addition, in October 2006 the site was evaluated for potential risks associated with Soil Vapor Intrusion (SVI). The results of the evaluation are documented in the "Final Soil Vapor Intrusion Survey Data Summary Report for Apron 2, Building 817/WSA, Building 775, and AOC9, October 2007" transmitted to USEPA and NYSDEC on October 30, 2007. The USEPA provided comments in letter dated November 9, 2007. On December 13, 2007 the Agencies conducted a meeting on SVI issues, the minutes of which were documented in correspondence received from the USEPA on January 29, 2008. All the parties agreed that there is a need for SVI deed restrictions for future buildings constructed on this property. Deed covenant language will be included in any ROD for this property requiring that any new construction address SVI in coordination with NYS and USEPA Region 2. Following USEPA and NYSDEC concurrence, the Final Proposed Plan was submitted for public comment on January 13, 2010. The Final Record of Decision was executed by the USEPA on September 21, 2010. Installation of the final remedy is underway. Source excavation and site restoration was completed in the fall of 2011. The Persulfate injection portion of the remedy is anticipated to occur in late 2012. Base line monitoring has been completed and year one performance monitoring report is in preparation. Performance sampling data will also be used to determine if the Remedial Action is Operating Properly and Successfully.

The following restrictions apply to the site and will be incorporated into the Deed:

Development and use of the entire AOC-9, Weapons Storage Area Landfill Operable Unit property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC.

The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH.

The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required.

The owner or occupant of this site shall not have access to subsurface soils and groundwater without prior approval of the USEPA, NYSDEC and the Air Force.

The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in

the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process.

With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by USEPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SS-62 AOC 9 Weapons Storage Area Landfill		
Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

There were reported releases at these sites, and a notice pertaining to such releases is provided in Deed Exhibit D, Notice of Hazardous Substances Released/Disposed of.

SD-52-05 Building 817/WSA On-base Groundwater Site is located in Parcels A5 and F10C-3, The Draft Final RI report indicated that there was a release, disposal, or migration of hazardous substances into the groundwater south of Building 817. Supplemental Investigations were performed in the spring of 2000. The Final Groundwater Treatability Pilot Study Report, the Final Feasibility Study (FS) and the Draft Proposed Plan were submitted to the regulators on June 23, 2004, April 15, 2005, and August 5, 2005, respectively. In its letter dated September 16, 2005, USEPA advised that the Proposed Plan was not acceptable and further review could not proceed because of vapor intrusion concerns that impact the proposed remedy. The Final Proposed Plan dated September 2007 was submitted to the regulatory Agencies on September 21, 2007. The public comment period was from September 25, 2007 to October 25,

2007. The draft ROD was issued on February 8, 2008. In addition, in October 2006 the site was evaluated for potential risks associated with Soil Vapor Intrusion (SVI). The results of the evaluation are documented in the "Final Soil Vapor Intrusion Survey Data Summary Report for Apron 2, Building 817/WSA, Building 775, and AOC9, October 2007" transmitted to USEPA and NYSDEC on October 30, 2007. The USEPA provided comments in letter dated November 9, 2007. On December 13, 2007 the Agencies conducted a meeting on SVI issues, the minutes of which were documented in correspondence received from the USEPA on January 29, 2008. It was agreed that Institutional Controls and Institutional Control monitoring would be implemented. The Institutional Controls will prevent occupation of the building and require evaluation of the sub-slab and indoor air prior to occupancy. It was also agreed that closeout sampling/monitoring will be necessary, at a future date, before a No Further Action determination for vapor intrusion can be obtained. The Draft OBGW ROD was submitted on February 8, 2008. The Remedial Action Work Plan for OBGW Remediation was submitted in July 2008. The final OBGW ROD was executed by the Air Force on January 26, 2009 and transmitted to USEPA and NYSDEC. The USEPA executed the OBGW ROD on March 6, 2009. As required by the Record of Decision, vegetable oil injection was performed at the site in June 2008. In addition, performance monitoring is conducted quarterly. All field activities have been performed in accordance with the Record of Decision and following the Remedial Work Plan (July 2008). The Final Interim Remedial Action Completion Report for Remedy-in-Place and Construction Complete was provided to USEPA and NYSDEC in August 2011. Performance monitoring and evaluation is ongoing. The data collected will also be used for determining if the Remedial Action is Operating Properly and Successfully.

The following restrictions apply to the site and will be incorporated into the Deed:

Development and use of the entire SD-52-05, Building 817/WSA Operable Unit property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC.

The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH.

The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required.

The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this site until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process.

With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) modifications to existing buildings or construction of new buildings within the Groundwater

Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure or the occupancy of any existing building or structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. In addition, with respect to vapor intrusion, Building 817 will remain unoccupied until either of the steps required under (a) or (b) above are completed. "Occupied" means that the building is used and there is human occupation of it with regularity (e.g., persons present the same day of the week, for approximately the same number of hours). Incidental use of the building, such as for storage of materials, that necessitates intermittent visits by individuals who would not remain in the building after delivery or retrieval of such materials, would not meet this definition of occupation. "Occupied" has the same meaning throughout this document. The owner may also choose to demolish the buildings.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by USEPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SD-52-05 Building 817/WSA On-base Groundwater Site		
Point No.	Easting	Northing
1	1135908.84	1180662.46
2	1136463.20	1180148.44
3	1135441.23	1179045.50
4	1134890.51	1179564.15
5	1136086.82	1179742.62
6	1135502.07	1180223.72

There were reported releases at these sites, and a notice pertaining to such releases is provided in Deed Exhibit D, Notice of Hazardous Substances Released/Disposed of.

4. ANALYSIS OF INTENDED FUTURE USE

The Oneida County Industrial Development Agency (OCIDA) and the County of Oneida have requested conveyance of the Property pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510 and Section 2903 of Pub. L. No. 103-160 (10 U.S.C. § 2687 note), for the proposed purpose of commercial redevelopment and airport redevelopment.

5. RISK ANALYSIS

A site-specific risk analysis (industrial/commercial/non-residential use) was performed for AOC Site SS-38 Building 775 On-Base Groundwater. The results of the risk assessments and methodology used in determining the human health and ecological risk for the sites are presented in the Draft Final RI report dated December 1996. A site-specific risk analysis (industrial/commercial/non-residential use) was performed for AOC Site SD-52-01 Nosedocks/Apron 2 On-Base Groundwater Operable Unit, and the results of the risk assessments and methodology used in determining the human health and ecological risk for the site are presented in the Final RI report dated April 2004. A baseline risk assessment was performed for SS-62 AOC 9 Weapons Storage Area Landfill to evaluate current and future potential risks to human health and the environment associated with groundwater contamination at the site. The results of this risk assessment are presented as part of the 2002 RI report dated May 2004. During the supplemental investigation it was determined that a remedial action would be required for the SD-52-05 Building 817/WSA On-Base Groundwater site. The 2003 Six Mile Creek ROD identifies contaminated groundwater at the Building 817/WSA OBGW site as a potential source of contamination to Six Mile Creek. The Building 817/WSA OBGW FS determined contaminated groundwater from the site is a potential source to Six Mile Creek based on data presented in historical site investigations and recommended remediation of this site. The risk assessments and associated risk evaluations were used to determine the need for remedial actions and the application of restrictions as indicated in this CDR. The ongoing implementation of the selected remedies will reduce the contamination levels and reduce the associated risks. In addition, the application of the Institutional Controls / restrictions, as identified in the deed provisions, will eliminate or limit potential exposure pathways to contaminants and further assure risk reductions.

6. PROJECT SCHEDULE FOR RESPONSE/CORRECTIVE ACTION AND OPERATION AND MAINTENANCE REQUIREMENTS

6.1 Schedule for AOC Sites SS-38 Building 775 On-Base Groundwater and SD-52-04 Landfill 6 On-Base Groundwater :

- Feasibility Study completed – April 2005
- Final Feasibility Study Addendum/Supplement completed – September 2006
- Proposed Plan completed – September 2007
- Public Notice on Proposed Plan Issued- September 2007
- Records of Decisions completed – March 2009
- Final Remediation In-Place completed - December 2009
- Operating Properly and Successfully Determination anticipated:
 - SS-38 Building 775 On-Base Groundwater – February 2013
 - SD-52-04 Landfill 6 On-Base Groundwater – November 2014

6.2 Schedule for SD-52-01 Nosedocks/Apron 2 On-Base Groundwater:

- Remedial Investigation completed - April 2004
- Feasibility Study completed – August 2006
- Proposed Plan completed – September 2007

Public Notice on Proposed Plan Issued - September 2007
Records of Decisions completed - March 2009
Final Remediation In-Place completed – December 2009
Operating Properly and Successfully Determination anticipated – September 2013

6.3 Schedule for SS-62 AOC 9 Weapons Storage Area Landfill:

Remedial Investigation completed – May 2004
Feasibility Study completed – October 2004
Proposed Plan completed – January 2010
Public Notice on Proposed Plan - January 2010
Records of Decisions completed – September 2010
Source Removal Completed – October 2011
Final Remediation In-Place anticipated – January 2013
Operating Properly and Successfully Determination anticipated – December 2014

6.4 Schedule for SD-52-05 Building 817/WSA On-Base Groundwater:

Feasibility Study completed – April 2005
Final Feasibility Study Addendum/Supplement completed – September 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007
Records of Decisions completed - March 2009
Final Remediation In-Place completed – December 2009
Operating Properly and Successfully Determination anticipated – November 2014

6.5 Schedule for AOC Sites SS-38 Building 775 On-Base Groundwater and SD-52-01 Nosedocks/Apron 2 On-Base Groundwater Soil Vapor Intrusion Remedial Action:

Actual Contract Award - September 2008
Draft Feasibility Study submitted - February 2009
Feasibility Study completed - February 2010
Pilot Study to be completed – January 2012
Proposed Plan to be completed – March 2012
Public Notice on Proposed Plan to be issued - March 2012
Record of Decision to be completed – August 2012
Final Remediation In-Place anticipated – December 2012
Operating Properly and Successfully determination anticipated – June 2015

7. PUBLIC COMMENTS

On July 10, 2007, public notice of the proposed early transfer of the Property to the OCIDA and County of Oneida was published in the local newspaper. No public comments were received within 30 days of the public notice.

8. DEED COVENANTS

8.1 Deed Assurances: The following covenants will be included in substantially the following form in the quitclaim Deed:

8.1.1 The Grantee will covenant not to develop and use Parcels F11B, F6B-6, F6B-7, A2, A4, A5, F10C-2, and F10C-3 of the Property (depicted on Exhibit 1) for residential housing, elementary and secondary schools, childcare facilities and playgrounds unless prior approval is received from the Air Force, EPA, and NYSDEC.

8.1.2 The Grantee will covenant not to use the aquifer in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment.

8.1.3 With respect to Parcel A2, SD-52-01 Nosedocks/Apron 2 On-Base Groundwater depicted on Deed Exhibit E, the Grantee will covenant within the SD-52-01 Nosedocks/Apron 2 On-Base Groundwater site boundary to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The Grantee will properly coordinate in advance with the Air Force, USEPA, and the NYSDEC the scheduling of any ground-disturbing events to ensure protection of human health and the environment. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by EPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SD-52-01 Nosedocks/Apron 2 On-Base Groundwater Contamination Operable Unit		
Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

8.1.4 With respect to Parcel A4, SS-62 AOC 9 Weapons Storage Area Landfill depicted on Deed Exhibit E, the Grantee will covenant to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The owner or occupant of this site shall not have access to subsurface soils and groundwater without prior approval of the EPA, NYSDEC and the Air Force. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable RODs and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by EPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls. See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SS-62 AOC-9, Weapons Storage Area Landfill		
Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

8.1.5 With respect to Parcel A5, SD-52-05 Building 817/WSA On-Base Groundwater, depicted on Deed Exhibit E, the Grantee will covenant to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The Grantee will properly coordinate in advance with the Air Force, USEPA, and the NYSDEC before any ground-disturbing events to ensure protection of human health and the environment. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) modifications to existing buildings or construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure or the occupancy of any existing building or structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by EPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls. See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SD-52-05 Building 817/WSA On-Base Groundwater		
Point No.	Easting	Northing
1	1135908.84	1180662.46
2	1136463.20	1180148.44
3	1135441.23	1179045.50
4	1134890.51	1179564.15
5	1136086.82	1179742.62
6	1135502.07	1180223.72

8.1.6 With respect to Parcel F6B-6, SD-52-01 Nosedocks/Apron 2 On-Base Groundwater depicted on Deed Exhibit E, the Grantee will covenant within the SD-52-01 Nosedocks/Apron 2 On-Base Groundwater site boundary to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The Grantee will properly coordinate in advance with the Air Force, USEPA, and the NYSDEC the scheduling of any ground-disturbing events to ensure protection of human health and the environment. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. The owner or occupant of this site will insure that the integrity of the Building 786 and 785 slabs are not compromised without prior approval of the USEPA, NYSDEC and the Air Force. The owner may also choose to demolish the buildings. The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by EPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SD-52-01 Nosedocks/Apron 2 On-Base Groundwater		
Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

8.1.7 With respect to Parcel F6B-7, SS-38 Building 775 Groundwater and SD-52-04 Landfill 6 On-Base Groundwater, depicted on Deed Exhibit E , the Grantee will covenant to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. The owner or occupant of this site shall provide the Air Force with 60 days advance notice of any proposed alterations that will involve excavating in and/or disturbing soil and/or groundwater and shall not proceed with any such proposed alterations until it has received written notice from the Air Force that the alterations are acceptable to the Air Force, EPA, and NYSDEC. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area is as follows:

SS-38, Building 775, and SD-52-04 Landfill 6 On-Base Groundwater		
Point No.	Easting	Northing
1	1135885.71	1173982.55
2	1136442.12	1173458.41
3	1136226.46	1173227.94

SS-38, Building 775, and SD-52-04 Landfill 6 On-Base Groundwater		
Point No.	Easting	Northing
4	1136490.16	1172981.18
5	1135249.27	1171637.19
6	1134241.35	1172482.28
7	1135586.51	1173826.78
8	1135667.62	1173750.39

8.1.8 With respect to Parcel F10C-2, SS-62 AOC 9 Weapons Storage Area Landfill depicted on Deed Exhibit E, the Grantee will covenant to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The owner or occupant of this site shall not have access to subsurface soils and groundwater without prior approval of the EPA, NYSDEC and the Air Force. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable RODs and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. In addition, with respect to vapor intrusion, Buildings 912 and 913 will remain unoccupied until either of the actions under (a) or (b) above is completed. The owner may also choose to demolish the buildings.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by EPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls. See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SS-62 AOC-9, Weapons Storage Area Landfill		
Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

8.1.9 With respect to Parcel F10C-3, SD-52-05 Building 817/WSA On-Base Groundwater, depicted on proposed Deed Exhibit E, the Grantee will covenant to restrict access to all groundwater until the remedial action objectives have been achieved by the Air Force. Until remedial action objectives are achieved, the owner or occupant of this site shall not extract, utilize, consume or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from Air Force, NYSDEC and USEPA. The Grantee will properly coordinate in advance with the Air Force, USEPA, and the NYSDEC before any ground-disturbing events to ensure protection of human health and the environment. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. The owner or occupant of this site will restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/DOD guidance on Streamlined Site Closeout and NPL Deletion Process. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) modifications to existing buildings or construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure or the occupancy of any existing building or structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. . In addition, with respect to vapor intrusion, Building 817 will remain unoccupied until either of the steps required under (a) or (b) above are completed. The owner may also choose to demolish the building.

The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure. Prior approval by EPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, or anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls.

See Deed Exhibit E for the extent of the restricted area. The straight line coordinates of the restricted area are as follows:

SD-52-05 Building 817/WSA On-base Groundwater Site		
Point No.	Easting	Northing
1	1135908.84	1180662.46
2	1136463.20	1180148.44
3	1135441.23	1179045.50
4	1134890.51	1179564.15
5	1136086.82	1179742.62
6	1135502.07	1180223.72

8.1.10 With respect to Parcel F11B, SS-38, Building 775, Groundwater and SD-52-04 Landfill 6 On-Base Groundwater Contamination, , depicted on Deed Exhibit E , the Grantee will covenant to restrict groundwater access to the extent identified on Deed Exhibit E until the remedial action objectives have been achieved by the Air Force. The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the Air Force, NYSDEC and USEPA. Also, the Grantee will covenant not to perform any activities that will result in damage to the landfill caps. The Grantee will properly coordinate in advance with Air Force, USEPA, and the NYSDEC before any ground-disturbing events to ensure protection of human health and the environment. The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required. The owner or occupant of these sites shall provide the Air Force with 60 days advance notice of any proposed alterations that will involve excavating in and/or disturbing soil and/or groundwater and shall not proceed with any such proposed alterations until it has received written notice from the Air Force that the alterations are acceptable to the Air Force, EPA, and NYSDEC. With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC. The straight line coordinates of the restricted areas are as follows:

SS-38 Building 775, and SD-52-04 Landfill 6 On-Base Groundwater		
Point No.	Easting	Northing
1	1135885.71	1173982.55
2	1136442.12	1173458.41
3	1136226.46	1173227.94
4	1136490.16	1172981.18
5	1135249.27	1171637.19

SS-38 Building 775, and SD-52-04 Landfill 6 On-Base Groundwater		
Point No.	Easting	Northing
6	1134241.35	1172482.28
7	1135586.51	1173826.78
8	1135667.62	1173750.39

8.1.11 The Grantee will covenant not to disrupt the integrity or effectiveness of the remedial actions of the Grantor to complete the response actions on Parcels A2 (SD-52-01 Nosedocks/Apron 2 On-Base Groundwater), A4 (SS-62 AOC 9 Weapons Storage Area Landfill), A5 (SD-52-05 Building 817/WSA On-Base Groundwater), F6B-6 (SD-52-01 Nosedocks/Apron 2 On-Base Groundwater), F6B-7 (SS-38 Building 775 On-Base Groundwater), F10C-2 (SS-62 AOC 9 Weapons Storage Area Landfill), F10C-3 (SD-52-05 Building 817/WSA On-Base Groundwater) and F11B (SS-38 Building 775 On-Base Groundwater, SD-52-04 Landfill 6 On-Base Groundwater). Further, the Grantee will covenant not to undertake any alterations, construction or construction-related work, demolition, excavation, or other ground-disturbing activities on these Parcels, including the surface application of groundwater that could impact the migration of contaminated groundwater, or the subsurface drilling or use of groundwater, without prior written permission of the Air Force, USEPA, and NYSDEC.

8.1.12 The Grantor hereby warrants to the Grantee and its successors and assigns that

a) Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of the deed, except with respect to CERCLA Sites SD-52-04 Landfill 6 On-Base Groundwater, SS-38 Building 775 On-Base Groundwater, SD-52-01 Nosedocks/ Apron 2 On-Base Groundwater, SS-62 AOC 9 Weapons Storage Area Landfill, SD-52-05 Building 817/WSA On-Base Groundwater, and

b) Any additional remedial action found to be necessary after the date of this deed for the Property shall be taken by the United States.

8.2 Contractual Assurances: The following assurances shall be included in the deed or transaction documents:

8.2.1 Assurance that with respect to releases or threatened releases of a hazardous substance that occurred before the date of this deed from CERCLA Sites SD-52-04 Landfill 6 On-Base Groundwater, SS-38 Building 775 On-Base Groundwater, SD-52-01 Nosedocks/Apron 2 On-Base Groundwater, SS-62 AOC 9 Weapons Storage Area Landfill, SD-52-05, and Building 817/WSA On-Base Groundwater, all necessary response actions shall be taken by the United States.

8.2.2 Assurance as to when investigation and response activities will occur: with regard to the projected schedule of necessary response actions, see Section 6, Projected Schedule for Response/Corrective Action and Operation and Maintenance Requirements, for projected completion schedules.

8.2.3 Assurance with regard to response actions and necessary restrictions

(a) In addition to the restrictions set forth in Section 8.1, above, the following additional restrictions on the use of portions of the Property as described below are necessary to ensure protection of human health and the environment regarding CERCLA hazardous substances: Until such time as the CERCLA IRP sites and Areas of Concern (AOC) have been addressed and remedial action objectives have been completed, all activities within sites SD-52-04 Landfill 6 On-Base Groundwater, SS-38 Building 775 On-Base Groundwater, SD-52-01 Nosedocks/Apron 2 On-Base Groundwater, SS-62 AOC 9 Weapons Storage Area Landfill, SD-52-05, and Building 817/WSA On-Base Groundwater, will be subject to the following conditions:

1) The Grantee will provide the Air Force with sixty (60) days' advance written notice of all action requiring approval. The notice shall be accompanied by a detailed written description of proposed actions. Notwithstanding the above, the Grantee shall be under no obligation to provide notice of any alterations that will be undertaken totally within any structure located on the Property, except for the concrete slabs of Buildings 785 and 786, provided that such work will not impede or impair any response activities.

2) The Air Force review process for alterations proposed to be undertaken within a CERCLA site will be completed within thirty (30) days of receipt of notice and a complete description of the planned alterations. In the event problems are detected during the review or additional information is required, the Air Force will promptly notify the Grantee's representative. Any additional information needed by the Air Force to complete its review will be provided upon receipt of any such Air Force request. The Grantee shall not proceed with any proposed alterations until it has received written notice from the Air Force that proposed alterations are acceptable to the Air Force. Approval will not be unreasonably withheld.

3) Access to the site will be restricted to those Grantee personnel necessary to conduct the approved activities.

(b) Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(iii), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Sites SD-52-04 Landfill 6 On-Base Groundwater, SS-38 Building 775 On-Base Groundwater, SD-52-01 Nosedocks/Apron 2 On-Base Groundwater, SS-62 AOC 9 Weapons Storage Area Landfill, SD-52-05, and Building 817/WSA On-Base Groundwater, to enter other areas of the Property, shown at Exhibit 1, in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or

pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

c) The Grantee will ensure compliance with the provisions of any health and safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any CERCLA response or remedial action(s) undertaken on the Property. Any inspection, survey, investigation, or other CERCLA response actions shall be coordinated with representatives designated by the Grantee. The Grantee, its contractors, assignees, licensees, or invitees shall have no claim against the Air Force or any officer, agent, employee, contractor, or subcontractor thereof so long as such activities are undertaken to protect human health and the environment.

d) Budgeting for Response Actions. The Air Force will submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all response actions required as identified herein for sites that require additional response action. A budget request for the projects scheduled to be completed has been submitted. Expenditure of any federal funds for such investigations or response actions is subject to Congressional authorization and appropriation of funds for that purpose.

9. FINDING OF SUITABILITY FOR EARLY TRANSFER

9.1 The proposal to transfer the Property has been adequately assessed and evaluated under CERCLA for: (a) the presence of CERCLA hazardous substances and contamination on the Property; (b) environmental impacts anticipated from the intended use of the Property; and (c) the adequacy of use restrictions and notifications to ensure that the intended uses are consistent with protection of human health and the environment. The anticipated future uses of the Property do not present a current or future risk to human health or the environment, subject to inclusion and compliance with the appropriate restrictions on use and disclosures as addressed above. The Property, therefore, is suitable for early transfer.

9.2 Additionally, the proposal to defer inclusion of the CERCLA § 120(h)(3)(A)(ii)(I) covenant has been adequately assessed and evaluated to assure that, with respect to sites SS-38 Building 775 On-Base Groundwater (Parcels F11B & F6B-7), SD-52-01 Nosedock/ Apron 2 On-Base Groundwater (Parcels F6B-6 & A2), SD-52-04 Landfill 6 On-Base Groundwater (Parcel F11B), SS-62 AOC 9 Weapons Storage Area Landfill (Parcels A4 & F10C-2), and SD-52-05 Building 817/WSA On-Base Groundwater (Parcels A5 & F10C-3): (a) the transfer will not delay CERCLA environmental response actions, (b) the anticipated reuse of the Property will not pose a risk to human health or the environment, and (c) the obligation to perform all necessary response actions will not be affected by the early transfer of the Property. The Property, therefore, is suitable for early transfer.

9.3 The covenant required by CERCLA § 120(h)(3)(A)(ii)(I) will be deferred only with respect to Sites SS-38 Building 775 On-Base Groundwater (Parcels F11B & F6B-7), SD-52-01 Nosedock/ Apron 2 On-Base Groundwater (Parcels F6B-6 & A2), SD-52-04 Landfill 6 On-Base Groundwater (Parcel F11B), SS-62 AOC 9 Weapons Storage Area Landfill (Parcels A4 & F10C-2), and SD-52-05 Building 817/WSA On-Base Groundwater (Parcels A5 & F10C-3). The covenant required by CERCLA § 120(h)(3)(A)(ii)(II) will be included in the Deed for all portions of the Property to ensure protection of human health and the environment and to ensure that environmental investigations and remedial activities will not be disrupted.. A clause will be included in the Deed granting the United States access to the Property in any case where CERCLA remedial action or corrective action is found to be necessary after transfer. When all response action necessary to protect human health and the environmental has been taken, the Transferee or its successor or assign will receive a warranty pursuant to CERCLA § 120(h)(3)(C)(iii) that satisfies the requirement of CERCLA § 120(h)(3)(A)(ii)(I).

9.4 Based upon the findings stated above and in the Finding of Suitability For Early Transfer for Parcels F11B, F6B-6, F6B-7, A2, A4, A5, F10C-2, and F10C-3, it is requested that the United States Environmental Protection Agency, with concurrence of the State of New York, defer the requirements of CERCLA 120(h)(3)(a)(ii)(I) with respect to CERCLA Sites SD-52-04 Landfill 6 On-Base Groundwater, SS-38 Building 775 On-Base Groundwater, SD-52-01 Nosedocks/Apron 2 On-Base Groundwater, SS-62 AOC 9 Weapons Storage Area Landfill, SD-52-05, and Building 817/WSA On-Base Groundwater, that all response actions have been taken before transfer.

REQUESTER:

ROBERT M. MOORE
Director
Air Force Real Property Agency

Exhibit 1: Parcel Map
Exhibit 2: Draft Quitclaim Deed Exhibits

Exhibit 1

**Former Griffiss AFB
COVENANT DEFERRAL MAP**

Exhibit 2

**Former Griffiss AFB
DEED PROVISIONS**

*After Recordation Please Send A Copy of Recorded Deed TO:
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821*

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this ____ day of ____, 2012, by and between **THE UNITED STATES OF AMERICA** (the “Grantor” or “Air Force”), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an instrumentality and public benefit corporation created under the laws of the State of New York (the “Grantee”). Unless the context otherwise specifically states, when used in this Deed, “Grantor” includes the assigns of the Grantor and “Grantee” includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 584 Phoenix Drive Rome, NY 13441, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, Parcels F11B, F6B-6, F6b-7, F10C-2 and F10C-3 consisting of approximately 127 acres of land, more or less, more particularly described in the legal description attached hereto and made a part hereof as **Exhibit A**, and depicted on the map attached hereto and made a part hereof as **Exhibit B**.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, if any, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining which, together with the real property above described, is called the “Property” in this Deed.

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except as shown in Section VII below.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed “as is, where is” without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair (other than that contained in Sections VII and VIII of this Deed) or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law or this Deed.

VII. NOTICE, DESCRIPTION, ACCESS RIGHTS, ASSURANCES, AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED (42 U.S.C. § 9620(h)(3)).

A. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property described in **Exhibit A**, or portion thereof identified, the Grantor provides the following notice, description, and covenants and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in **Exhibit C** (Stored) and **Exhibit D** (Hazardous Substances Released/Description Remedial Action Taken) attached hereto and made a part hereof.

C. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in **Exhibit D** (Hazardous Substances Released/Description Remedial Action Taken). A Map of all the environmental sites is provided in **Exhibit E** attached hereto and made a part hereof.

D. Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):

Pursuant to section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the United States warrants that any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

E. Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)):

For the portion of the Property described and depicted in Exhibit G pursuant to section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)), the United States provides the following response action assurances:

1. The restrictions on the use of and/or actions on that portion of the Property depicted in Exhibit G and made a part hereof (“Environmental Restrictive Covenants”), protect human health and the environment and are placed on the property to ensure that required remedial investigations, response action, and oversight activities will not be disrupted “Environmental Restrictions” on the Property, enforceable under this Deed and the Federal Facilities Agreement (FFA) effective August 1990 are imposed by Grantee Covenants contained in Environmental Restrictions of this Deed.

2. The restrictions on the use of the Property to ensure that required remedial investigations, response action, and oversight activities will not be disrupted, enforceable under this Deed and the FFA, are imposed by Grantee Covenants contained in the Environmental Restrictions of this Deed.

3. The United States will continue to undertake all necessary response actions with respect to a release or threatened release of a hazardous substance caused by a United States activity that occurred prior to the effective date of this Deed. A remediation schedule of future actions required on the Property regarding hazardous substances is contained in **Exhibit G**. The

United States agrees to coordinate its environmental remediation activities with any construction schedule or activities of the Grantee so as not to disrupt such schedule or activities unreasonably.

4. The United States Air Force, as the Federal agency responsible for environmental cleanup of the Property, will submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all response actions required as identified herein for sites that require additional response action. A budget request for the projects scheduled to be completed in 2012 has been submitted. Expenditure of any Federal funds for such investigations or response actions is subject to Congressional authorization and appropriation of funds for that purpose.

F. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be

considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

VIII. RELATED COVENANTS

A. State Access to Property. The right of access reserved to the United States in subparagraph **VII.F.** above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the USEPA Region 2. Further, notice is hereby given that the USEPA Region 2, the Air Force, and the State of New York have entered into an agreement commonly referred to as a Federal Facility Agreement (FFA); that, pursuant to the FFA, the Air Force has a continuing duty to provide access to the property to the State of New York; and that, the Air Force will extend to the State of New York, as necessary, the right to use the access reserved in subparagraph **VII.F.** above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor or the FFA, if applicable.

B.. The United States covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property before the date of this Deed have been taken, it will execute and deliver to the Grantee in recordable form, an appropriate document amending this Deed to provide a warranty considered to satisfy the requirement of Section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(I)) that all such response actions have been taken. The "appropriate document" will not affect or alter conveyance of title under this Deed, but will provide that (1) the assurances of the United States under Section 120(h)(3)(C)(ii) of CERCLA are replaced with the warranty of the United States under Section 120(h)(3)(C)(iii) of CERCLA, thus satisfying Section 120(h)(3)(A)(ii)(I) of CERCLA; and (2) the environmental restrictive covenants set forth in this Deed are released and/or modified, as applicable, based on the completion of the response activities described in the preceding sentence.

IX. ENVIRONMENTAL RESTRICTIVE COVENANTS

A. For purposes of the environmental restrictive covenants in this section, the term "Property" includes any part of the Property as specifically referenced in each restriction which one or more of these environmental restrictive covenants may apply.

B. The following environmental restrictive covenant(s) in this section is (are) being created to protect human health and the environment against (a) residual contaminant(s) as a component of the remedial action taken in Section **VII.C.** above:

1. Remedy Protection. The Grantee covenants and agrees that it will not engage in, or allow others to engage in, activities that will disturb, move, damage, tamper with, interfere with any wells, operating remedial system, or infrastructure associated with such wells or remedial system located on the Property or with the Grantor's operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of any remedial action performed to address environmental contamination on the entire Property included

described in **Exhibit A** and Depicted in **Exhibit B** pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”).

2. Groundwater Use. The Grantee covenants and agrees that it will not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundaries of the entire Property described in **Exhibit A** and Depicted in **Exhibit B** unless such owner or occupant obtains the prior written approval from the NYSDOH.

3. Land Use Restriction. **For the portion of the Property described and depicted in Exhibit F** the Grantee covenants and agrees not to development or use the property , for residential housing, elementary and secondary schools, childcare facilities, or playgrounds unless prior approval is received from the Air Force, USEPA, and NYSDEC.

4. Digging Restriction. **For the portion of the Property described and depicted in Exhibit F** the Grantee covenants to restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface until cleanup goals are achieved and have been confirmed through sample results as defined in the application Record of Decision(s) and pursuant to the joint Environmental Protection Agency (EPA)/Department of Defense (DoD) Guidance on Streamlined Site Closeout and National Priority List (NPL) Deletion Process.

5. Landfill Restriction. For the portion of the Property described and depicted in Exhibit E (Landfills sites LF-07 Landfill 5 and LF-09 Landfill 6) the Grantee covenants not to allow vehicular traffic, digging, or ground disturbing work within the restricted landfill boundary that may result in an impact to the effectiveness or integrity of the landfill closure and cap. The Grantor will maintain the landfill cap and maintain signs warning of the restrictions and prohibitions on the boundary of the landfills.

6. Construction Restriction. For the portion of the Property described and depicted in Exhibit F as SD-52-01 On Base Groundwater Contamination Apron 2 Operable Unit, SD-52-05 Bldg 817/WSA On Base Groundwater, SD-52-04 Landfill 6 On-Base Groundwater Contamination and SS-62 AOC-9 Weapons Storage Area Landfill sites, respectively, with respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the ground water (vapor intrusion), the Grantee covenants to conduct either (a) construction of new buildings within the sites in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Grantee agrees to provide and coordinate any such mitigation or evaluations with the USEPA and NYSDEC. Additionally, Grantee covenants to ensure owners and occupants of this site will insure the integrity of building 785 and 786 slabs are not compromised without the prior approval of the USEPA, NYSDEC and the Air Force. With respect to vapor intrusion, the Grantee covenants to ensure Building 817 will remain unoccupied until either of the steps required under (a) or (b) above are completed. “Occupied” means that the building is used and there is human occupation of it with regularity (e.g. persons

present the same day of the week, for approximately the same number of hours). Incidental use of the building, such as for storage of materials, that necessitates intermittent visits by individuals who would not remain in the building after delivery or retrieval of such materials, would not meet this definition of occupation. The Grantee is permitted to demolish buildings 785, 786, or 817 at their discretion.

7. The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure as determined by the coordination with USEPA, NYSDEC and the Air Force. The prior written approval of USEPA and NYSDEC is required for any modification or termination of institutional controls, use restrictions, included in the above paragraphs or for anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls included in this restriction.

C. It is the intent of the Grantor and the Grantee that the environmental restrictive covenant(s) in this section bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires or allows the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this Section IX in any deed to all or any part of the Property that it delivers.

D. Release of Environmental Restrictive Covenant(s).

1. The Grantee may request from the Secretary of the Air Force a modification or release of one or more of the environmental restrictive covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of the New York State Department of Environmental Conservation and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, New York State Department of Environmental Conservation, and USEPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restrictive covenant in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in the Covenant Release in recordable form. The execution of the Covenant Release by the United States shall modify or release the environmental restrictive covenant with respect to the property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such covenants, as appropriate.

X OTHER COVENANTS AND NOTICES

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee covenants and

agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under CERCLA. The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in section VII.B. of this Deed. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP")

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

D. Storm Sewer Systems (Wastewater). The Grantee agrees to meet all applicable wastewater discharge permit standards if WW-0817 Wastewater System, located on the Property, is placed back into operation.

E. Drinking Water. Drinking water on the Property is supplied from a municipal source. Due to low usage and the extended supply line to Parcels F10C-2 and F10C-3, the Grantee agrees to sample the water as necessary to ensure the chlorine content and potability of the water meets applicable Federal State, and local drinking water standards.

F. Solid Waste Management. The Grantee agrees to manage solid waste on the Property in accordance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

G. Petroleum Products and Derivatives. Petroleum contaminated sites are present on a portion of the F6B-6 Property and are identified as SS066 Building 786 Jet Fuel Pipeline (NYSDEC Spill #8910168), SS064 Apron 2 (NYSDEC Spill # 9713631) and SS068 USTs 7001-01-05 (NYSDEC Spill #9706957) in Exhibit E. On-going remedial action is being performed under the NYSDEC Spills Program. The Grantee covenants and agrees not to conduct any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites listed above without prior written Air Force approval and Air Force coordination with applicable federal and state regulatory agencies.

H. Wetlands. The Property contains wetlands, as depicted on **Exhibit E**, protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. The Grantee further covenants and agrees that any development of any portion of the Property containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, and any State of New York provisions. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

I. Ordnance. The risk associated with the possible presence of unexploded ordnance remaining on the Property was investigated by the Grantor and appropriate site clearance measures were performed. While not likely, the Grantee is hereby notified of the potential presence of ordnance and ordnance-related material on the Property. The Grantee covenants to perform all ground-disturbing activities in a manner such that the identification of ordnance or ordnance-related material may occur. Upon discovery of any such ordnance and/or ordnance-related materials on the Property, the Grantee shall immediately cease work and notify the Grantor.

J. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on the premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

K. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. pt. 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

XII. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

XIII. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed

Exhibit A- Legal Description Property

Exhibit B - Map of Property

Exhibit C - Notice of Hazardous substances Stored

Exhibit D - Notice of Hazardous Substances Released/Description of Remedial Action
Taken

Exhibit E – Map of All Environmental Sites

Exhibit F—Maps of Restrictive Environmental Sites with Coordinates

Exhibit G – Schedule of Future Actions Required at Environmental Sites

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
ROBERT M. MOORE, SES, DAF
Director
Air Force Real Property Agency

Witness:

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this _____ day of _____, 2012 by Robert M. Moore, Director, Air Force Real Property Agency.

Notary Public, State of Texas

(seal)

My Commission Expires: _____

ACCEPTANCE

Griffiss Parcels F11B, F6B-6, F6B-7, F10C-2 and F10C-3 EDC Deed

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2012

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: DAVID C. GROW
Chairman

Attest:

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the ____ day of _____ 2012, by
_____, _____ of _____

Notary Public, State of _____

seal

My Commission Expires: _____

Exhibit A- Legal Description Property

TO BE PROVIDED BY THE GRANTEE

Exhibit B - Map of Property

TO BE PROVIDED BY THE GRANTEE

EXHIBIT C
NOTICE OF HAZARDOUS WASTE STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous wastes that were stored for a period of one year or more on the Parcels F11B, F6B-6, F6B-7, F10C-2, and F10C-3 Property on the former Griffiss Air Force Base, and the dates such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h). The Basewide EBS lists the quantities of each waste, and the dates these wastes were stored.

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
B/784	Spill Resistant JP-4 Absorbent & Contaminated Soil	D001	1988-92	24,303
	JP-4 Absorbent	D001/D018	1993	6,700
B/786	Spill Resistant Diesel/Absorbent	D001	1989-90	900
	Waste PD-680; Container Haz Waste	D001	1988	545
	Waste Antifreeze	D002	1988-89	2,128
	Oil/Lead	D008	1991	400

EXHIBIT D
NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the tables and information provided below from the Basewide EBS and its supplement (EBSS) contain a notice of hazardous substances that are known to have been released/disposed of on Parcels F11B, F6B-6, F6B-7, F10C-2, and F10C-3 property on the former Griffiss Air Force Base, and includes the dates of release. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or “Superfund”) 42 U.S.C. § 9620(h).

SD-52-04 Landfill #6 On Base Groundwater						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	SD-52-04 Landfill 6 Groundwater - Ongoing enhanced bioremediation with continued performance monitoring.
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	
trans-1,2-Dichloroethene	1,2-Dichloroethylene	Unknown	Unknown	156-60-5	U079	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Iron	Fe	Unknown	Unknown	7439-89-6		
Manganese	Mn	Unknown	Unknown	7439-96-5		
Nickel	Ni	Unknown	Unknown	7440-02-0		
Selenium	Se	Unknown	Unknown	7782-49-2	D010	
Sodium	Na	Unknown	Unknown	7440-23-5		

SS-38 Building 775 On-Base Groundwater						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
1,1,1,-Trichloroethane	Methyl chloroform	Unknown	Unknown	71-55-6	U226, F001, F002	SS-38 Bldg 775 On Base Groundwater - Ongoing groundwater extraction, treatment, and discharge and continued Performance Monitoring.
1,2-Dichloroethane	Ethylene dichloride	Unknown	Unknown	107-06-2	U077	
Bis(2-ethylhexyl)phthalate	Diocetyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117-81-7	U028	
Chloride		Unknown	Unknown	unknown	none	
Chloroform	trichloro-Methane	Unknown	Unknown	67-66-3	U044	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	127-18-4	U210, F001, F001	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Iron	Fe	Unknown	Unknown	7439-89-6		
Manganese	Mn	Unknown	Unknown	7439-96-5		
Thallium	Tl	Unknown	Unknown	7440-28-0		

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95-63-6	none	SD-52-01 Nosedocks/ Apron 2 Operable Unit- Monitored natural attenuation (MNA) system has been installed. Performance monitoring is ongoing.
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108-67-8	none	
Acetone	2-Propanone	Unknown	Unknown	67-64-1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Ethylbenzene	Phenylethane	Unknown	Unknown	100-41-4	F003	
Hexachlorobutadiene	1,1,2,3,4,4-hexachloro-1,3-Butadiene	Unknown	Unknown	87-68-3	U128	
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98-82-8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108-38-3	none	

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
p-Xylene	isomer of Xylene	Unknown	Unknown	106-42-3	none	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91-20-3	U165	
o-Xylene	isomer of Xylene	Unknown	Unknown	95-47-6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135-98-8	none	
Toluene	methyl-Benzene	Unknown	Unknown	108-88-3	U220, F005	
trans-1,2-Dichloroethene	1,2-Dichloroethylene	Unknown	Unknown	156-60-5	U079	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Arsenic	As	Unknown	Unknown	7440-38-2	D004	
Iron	Fe	Unknown	Unknown	7439-89-6		
Manganese	Mn	Unknown	Unknown	7439-96-5		
Sodium	Na	Unknown	Unknown	7440-23-5		
Thallium	Tl	Unknown	Unknown	7440-28-0		

SD-52-05 Building 817/WSA On-Base Groundwater						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	SD-52-05 Bldg 817 Groundwater - Ongoing enhanced bioremediation with continued performance monitoring.
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117-81-7	U028	
Chloroform	trichloro-Methane	Unknown	Unknown	67-66-3	U044	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127-18-4	U210, F001, F001	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95-63-6	none	SS-62AOC 9 - Soil and Groundwater – Source area soil removal conducted along with groundwater treatment through chemical oxidation. Contamination present in groundwater, subsurface/surface soil and soil vapor.
1,2-Dichlorobenzene	o-Dichlorobenzene	Unknown	Unknown	95-50-1	U070, F002	
1,2-Dichloroethane	Ethylene dichloride	Unknown	Unknown	107-06-2	U077	
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108-67-8	none	
1,3-Butadiene	alpha,gamma-Butadiene	Unknown	Unknown	106-99-0	none	
1,3-Dichlorobenzene	m-Dichlorobenzene	Unknown	Unknown	541-73-1	U071	
1,4-Dichlorobenzene	p-Dichlorobenzene	Unknown	Unknown	106-46-7	U072, D027	
2-Hexanone	Butyl methyl ketone; Methyl butyl ketone	Unknown	Unknown	591-78-6	none	
4-Ethyltoluene	p-Ethyltoluene	Unknown	Unknown	622-96-8	none	
Acetone	2-Propanone	Unknown	Unknown	67-64-1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	Unknown	56-55-3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	Unknown	50-32-8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	Unknown	205-99-2	none	
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	Unknown	Unknown	207-08-9	none	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104-51-8	none	
Carbon Disulfide	Sulphocarbonic anhydride; Carbon Bisulphide	Unknown	Unknown	75-15-0	P022, F005	
Chlorobenzene	Benzene chloride; Phenyl Chloride	Unknown	Unknown	108-90-7	U037, F002	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	Unknown	218-01-9	U050	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Cyclohexane	hexahydro-Benzene	Unknown	Unknown	110-82-7	U056, F003	
Ethylbenzene	Phenylethane	Unknown	Unknown	100-41-4	F003	
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98-82-8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108-38-3	none	
p-Xylene	isomer of Xylene	Unknown	Unknown	106-42-3	none	
Methyl ethyl ketone	MEK; 2-Butanone	Unknown	Unknown	78-93-3	U159, F005	
Methylene Chloride	Dichloromethane	Unknown	Unknown	75-09-2	U080, F001	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91-20-3	U165	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104-51-8	none	
n-Heptane	Heptane; Heptyl hydride	Unknown	Unknown	142-82-5	none	
n-Hexane	Hexane	Unknown	Unknown	110-54-3	none	
Propylbenzene	n-Propylbenzene	Unknown	Unknown	103-65-1	none	
o-Xylene	isomer of Xylene	Unknown	Unknown	95-47-6	none	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
p-Isopropyltoluene	4-Isopropyltoluene, 1-Isopropyl-4-methylbenzene; p-Cymene; Dolcymene	Unknown	Unknown	99-87-6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135-98-8	none	
Styrene	Benzene, vinyl-; Ethylene-phenyl; Styrolene	Unknown	Unknown	100-42-5	none	
tert-Butylbenzene	Methyl-2-phenylpropane; Dimethylethylbenzene	Unknown	Unknown	98-06-6	none	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127-18-4	U210, F001	
Toluene	methyl-Benzene	Unknown	Unknown	108-88-3	U220, F005	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Trichlorofluoromethane	Trichloromonofluoromethane	Unknown	Unknown	75-69-4	U121, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	
Xylenes	dimethylbenzene	Unknown	Unknown	1330-20-7	U239, F003	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Antimony	Sb	Unknown	Unknown	7440-36-0		
Arsenic	As	Unknown	Unknown	7440-38-2	D004	
Barium	Ba	Unknown	Unknown	7440-39-3	D005	
Beryllium	Be	Unknown	Unknown	7440-41-7	P015	
Cadmium	Cd	Unknown	Unknown	7440-43-9	D006	
Calcium	Ca	Unknown	Unknown	7440-70-2		
Chromium	Cr	Unknown	Unknown	7440-47-3	D007	
Copper	Cu	Unknown	Unknown	7440-50-8		
Iron	Fe	Unknown	Unknown	7439-89-6		
Manganese	Mn	Unknown	Unknown	7439-96-5		
Nickel	Ni	Unknown	Unknown	7440-02-0		
Potassium	K	Unknown	Unknown	7440-09-7		
Selenium	Se	Unknown	Unknown	7782-49-2	D010	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Silver	Ag	Unknown	Unknown	7440-22- 4	D011	
Thallium	Tl	Unknown	Unknown	7440-28- 0		
Zinc	Zn	Unknown	Unknown	7440-66- 6		

LF009 Landfill 6						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Acetone	2-Propanone	Unknown	1955-1959	67-64-1	U002, F003	LF009 Landfill 6 - Soil and Groundwater - Impermeable engineered cap with vegetative cover has been installed. Ongoing LTM including ground/surface water, gas monitoring, cover maintenance and LUC/IC inspections.
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	1955-1959	71-43-2	U019	
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	1955-1959	56-55-3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	1955-1959	50-32-8	U022	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	1955-1959	156-60-5	U079	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	1955-1959	75-01-4	U043, D043	
Aldicarb	2-Methyl-2-(methylthio)propanal O-((methylamino)carbonyl) oxime	Unknown	1955-1959	116-06-3	P070	
Aluminum	Al	Unknown	1955-1959	7429-90-5		
Arsenic	As	Unknown	1955-1959	7440-38-2	D004	
Barium	Ba	Unknown	1955-1959	7440-39-3	D005	
Beryllium	Be	Unknown	1955-1959	7440-41- 7	P015	
Cadmium	Cd	Unknown	1955-1959	7440-43- 9	D006	
Calcium	Ca	Unknown	1955-1959	7440-47-3	D007	
Chromium, hexavalent		Unknown	1955-1959	7440-47- 3	D007	
Copper	Cu	Unknown	1955-1959	7440-50- 8		

Griffiss Parcels F11B, F6B-6, F6B-7, F10C-2 and F10C-3 EDC Deed

LF009 Landfill 6						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Iron	Fe	Unknown	1955-1959	7439-89-6		
Lead	Pb	Unknown	1955-1959	7439-92- 1	D008	
Magnesium	Mg	Unknown	1955-1959	7439-95-4		
Manganese	Mn	Unknown	1955-1959	7439-96-5		
Mercury	Hg	Unknown	1955-1959	7439-97- 6		
Molybdenum	Mo	Unknown	1955-1959	7439-98-7		
Nickel	Ni	Unknown	1955-1959	7440-02- 0		
Selenium	Se	Unknown	1955-1959	7782-49-2	D010	
Silver	Ag	Unknown	1955-1959	7440-22- 4	D011	
Sodium	Na	Unknown	1955-1959	7440-23-5		
Strontium	Sr	Unknown	1955-1959	7440-24-6		
Zinc	Zn	Unknown	1955-1959	7440-66- 6		

LF007 Landfill 5						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
2,2,3,3,4,4,6-Heptachlorophenyl	unknown	Unknown	1955-1959	unknown		LF007 Landfill 5 - Soil and Groundwater - Low permeability soil cap with vegetative cover installed. Ongoing LTM including ground/surface water, gas monitoring, cover maintenance and LUC/IC inspections.
2,2,3,4,6-Pentachlorobiphenyl	unknown	Unknown	1955-1959	unknown		
2,2,4,4,5,6-Hexachlorobiphenyl	unknown	Unknown	1955-1959	unknown		
2,3,7,8-Tetrachlorodibenzo-p-Dioxin	2,3,7,8-TCDD	Unknown	1955-1959	1746-01-6	none	
Acetone	2-Propanone	Unknown	1955-1959	67-64-1	U002, F003	
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	1955-1959	56-55-3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	1955-1959	50-32-8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	1955-1959	207-08-9	none	
Benzo(k)fluoranthene	Benz[e]acephenanthrylene	Unknown	1955-1959	205-99-2	none	
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	1955-1959	117-81-7	U028	
Carbon tetrachloride	Benzinoform; Carbona; Methane tetrachloride	Unknown	1955-1959	56-23-5	U211, F001, D019	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	1955-1959	218-01-9	U050	
Dibenzo(a,h)anthracene	Dibenz[a,h]anthracene; 1,2:5,6-Dibenzanthracene	Unknown	1955-1959	53-70-3	U063	
Fluoranthene	Benzene, 1,2-(1,8-Naphthalenediyl); 1,2-Benzacenaphthene; Benzo[j,k]fluorene	Unknown	1955-1959	206-44-0	U120	
Phenanthrene	HSDB 2166	Unknown	1955-1959	85-01-8	none	
Pyrene	Benzo(Def)Phenanthrene; beta-Pyrene	Unknown	1955-1959	129-00-0	none	

LF007 Landfill 5						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Aldrin	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-, (1 alpha,4alpha,4abeta,5alpha,8alpha,8abeta)-	Unknown	1955-1959	309-00-2	P004	
alpha Chlordane	alpha-Chlordan; cis-Chlordan; alpha(cis)-Chlordane; cis-Chlordane; 4,7-Methanoindan, 1-alpha,2-alpha,4-beta,5,6,7-beta,8,8-octachloro-3a-a lpha,4,7,7a-alpha-tetrahydro	Unknown	1955-1959	5103-71-9		
PCB-Aroclor 1254	Polychlorinated Biphenyl	Unknown	1955-1959	11097-69-1	none	
Dieldrin	Alvit; Illoxol; Hexachloroepoxyoctohydro-endo,exo-Dimethanonaphthalene	Unknown	1955-1959	60-57-1	P037	
Endrin	1,2,3,4,10,10-Hexachloro-6,7-epoxy-1,4,4a,5,6,7,8,8a-octahydro- 1,4-endo-endo-5,8-dimethanonaphthalene; Mendrin; Nendrin; Hexadrin	Unknown	1955-1959	72-20-8	P051	
gamma BHC	Lindane; 1,2,3,4,5,6-hexachloroCyclohexane(1 α , 2 α , 3 β -, 4 α , 5 α , 6 β)	Unknown	1955-1959	58-89-9	U129	
gamma Chlordane	trans-Chlordane; beta-Chlordane; 4,7-Methano-1H-indene 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-, (1.alpha,2.beta,3a.alpha,4.beta, 7.beta,7a.alpha)-	Unknown	1955-1959	5103-74-2		
Heptachlor	1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-4,7-Methano-1H-indene	Unknown	1955-1959	76-44-8	P059	
Heptachlor epoxide	Epoxyheptachlor; HCE; 1,4,5,6,7,8,8-Heptachloro-2,3-Epoxy-2,3,3a,4,7,7a-Hexahydro-4,7-Methanoindene	Unknown	1955-1959	1024-57-3		
p, p'-DDD	TDE; DDD; 4,4 - DDD; 1,1-dichloro-2,2-bis(p-chlorophenyl)ethane	Unknown	1955-1959	72-54-8	U060	

Griffiss Parcels F11B, F6B-6, F6B-7, F10C-2 and F10C-3 EDC Deed

LF007 Landfill 5						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
p, p'-DDE	DDE; Dichlorodiphenyldichloroethylene, p,p'-	Unknown	1955-1959	72-55-9	none	
p, p'-DDT	DDT; Dichlorodiphenyltrichloroethane, p,p'-	Unknown	1955-1959	50-29-3	U061	
Aluminum	Al	Unknown	1955-1959	7429-90-5		
Arsenic	As	Unknown	1955-1959	7440-38-2	D004	
Barium	Ba	Unknown	1955-1959	7440-39-3	D005	
Beryllium	Be	Unknown	1955-1959	7440-41-7	P015	
Cadmium	Cd	Unknown	1955-1959	7440-43-9	D006	
Calcium	Ca	Unknown	1955-1959	7440-70-2		
Chromium, hexavalent		Unknown	1955-1959	7440-47-3	D007	
Copper	Cu	Unknown	1955-1959	7440-50-8		
Iron	Fe	Unknown	1955-1959	7439-89-6		
Lead	Pb	Unknown	1955-1959	7439-92-1	D008	
Manganese	Mn	Unknown	1955-1959	7439-96-5		
Mercury	Hg	Unknown	1955-1959	7439-97-6	U151, D009	
Molybdenum	Mo	Unknown	1955-1959	7439-98-7		
Nickel	Ni	Unknown	1955-1959	7440-02-0		
Sodium	Na	Unknown	1955-1959	7440-23-5		
Strontium	Sr	Unknown	1955-1959	7440-24-6		
Zinc	Zn	Unknown	1955-1959	7440-66-6		

Griffiss Parcels F11B, F6B-6, F6B-7, F10C-2 and F10C-3 EDC Deed

SD-31 Three Mile Creek						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
1,1,2,2-Tetrachloroethane	1,1-Dichloro-2,2-Dichloroethane; Acetylene Tetrachloride	Unknown	Unknown	79-34-5	U209	SD-31 Three Mile Creek - Sediment and Surface Water - Creek has been dredged. LTM including surface water, sediment and fish tissue sampling continues.
1,2-Dichlorobenzene	o-Dichlorobenzene	Unknown	Unknown	95-50-1	U070, F002	
1,4-Dichlorobenzene	p-Dichlorobenzene	Unknown	Unknown	106-46-7	U072, D027	
2,3,7,8-Tetrachlorodibenzo-p-Dioxin	2,3,7,8-TCDD	Unknown	Unknown	1746-01-6	none	
2,4-Dimethylphenol	m-Xylenol; 4-Hydroxy-1-,3-Dimethylbenzene	Unknown	Unknown	105-67-9	U101	
2-Methylnaphthalene	beta-Methylnaphthalene	Unknown	Unknown	91-57-6	none	
2-Methylphenol	o-Cresol; 2-Hydroxytoluene; o-Methylphenol; o-Hydroxytoluene; -Hydroxy-2-methylbenzene	Unknown	Unknown	95-48-7	none	
4-Methylphenol	p-Cresol; 4-Hydroxytoluene	Unknown	Unknown	106-44-5	none	
Acenaphthene	1,2-Dihydroacenaphthene; 1,8-Ethylenenaphthalene	Unknown	Unknown	83-32-9	none	
Acenaphthylene	Cyclopenta(de)naphthalene	Unknown	Unknown	208-96-8	none	
Anthracene	Paranaphthalene; Anthracene; Green oil	Unknown	Unknown	120-12-7	none	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	Unknown	50-32-8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	Unknown	207-08-9	none	
Benzo(g,h,i)perylene	1,12-Benzoperylene; 1,12-benzperylene	Unknown	Unknown	191-24-2		
Benzo(k)fluoranthene	Benz[e]acephenanthrylene	Unknown	Unknown	205-99-2	none	
Benzo[a]anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	Unknown	56-55-3	U018	
Bis(2-chloroethyl)ether	1,1'-oxybis[2-chloro- Ethane]; Dichloroethyl ether	Unknown	Unknown	111-44-4	U025	

SD-31 Three Mile Creek						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Bis(2-ethylhexyl)phthalate	Diethyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117-81-7	U028	
Chlorobenzene	Benzene chloride; Phenyl Chloride	Unknown	Unknown	108-90-7	U037, F002	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	Unknown	218-01-9	U050	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Dibenzo[a,h]anthracene	Dibenz[a,h]anthracene: 1,2:5,6-Dibenzanthracene	Unknown	Unknown	53-70-3	U063	
Fluoranthene	Benzene, 1,2-(1,8-Naphthalenediyl); 1,2-Benzacenaphthene; Benzo[j,k]fluorene	Unknown	Unknown	206-44-0	U120	
Fluorene	Diphenylenemethane; 2,2'-Methylenebiphenyl; 2,3-Benzindene; o-Biphenylenemethane; alpha-Diphenylenemethane-9H-fluorene	Unknown	Unknown	86-73-7	none	
Hexachlorobenzene	Pentachlorophenyl chloride; Perchlorobenzene	Unknown	Unknown	118-74-1	U127, D032, F022, F026	
Indeno(1,2,3-cd)pyrene	1,10-(1,2-Phenylene)pyrene; o-Phenylenepyrene	Unknown	Unknown	193-39-5	U137	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91-20-3	U165	
Parathion, Ethyl	uAphamite; Cortihione; Danthion; O'O-Deithyl O-(P-Nitrophenyl) Phosphorothioate	Unknown	Unknown	56-38-2	none	

SD-31 Three Mile Creek						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Parathion, Methyl	Dimethyl 4-Nitrophenyl Phosphorothionate; O,O-Dimethyl O-(p-Nitrophenyl) Phosphorothioate	Unknown	Unknown	298-00-0	P071	
Pentachlorophenol	Chlorophen; 1-Hydroxy- 2,3,4,5,6-pentachlorobenzene	Unknown	Unknown	87-86-5	D037, F021, F027	
Phenanthrene	HSDB 2166	Unknown	Unknown	85-01-8	none	
Phenol	Hydroxybenzene	Unknown	Unknown	108-95-2	U188	
Pyrene	Benzo(Def)Phenanthrene; beta-Pyrene	Unknown	Unknown	129-00-0	none	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	
4,4 - DDT	p,p DDT; DDT; Dichlorodiphenyltrichloroethane, p,p'-	Unknown	Unknown	50-29-3	U061	
4,4' - DDD	TDE; DDD; p,p - DDD; 1,1-dichloro-2,2-bis(p-chlorophenyl)ethane	Unknown	Unknown	72-54-8	U060	
4,4' - DDE	p,p DDE; Dichlorodiphenyldichloroethylene, p,p'-	Unknown	Unknown	72-55-9	none	
Aldrin	1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-1,4:5,8-Dimethanonaphthalene (1alpha,4alpha,4abeta,5alpha, 8alpha,8abeta)-	Unknown	Unknown	309-00-2	P004	
alpha-BHC	alpha-HCH; alpha-Benzenehexachloride; CycloHexane, alpha-1,2,3,4,5,6-Hexachloro-	Unknown	Unknown	319-84-6	none	
alpha Chlordane	alpha-Chlordan; cis-Chlordan; alpha(cis)-Chlordane; cis-Chlordane; 4,7-Methanoindan, 1-alpha,2-alpha,4-beta,5,6,7-beta,8,8-octachloro-3a-alpha,4,7,7a-alpha-tetrahydro	Unknown	Unknown	5103-71-9		

SD-31 Three Mile Creek						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
alpha-Endosulfan	Endosulfan I; endo-1,4,5,6,7,7-Hexachloro-5-norbornene-2,3-dimethanol cyclic sulfite	Unknown	Unknown	959-98-8	none	
beta-BHC	beta-HCH; beta-Lindane; Cyclohexane, 1,2,3,4,5,6-Hexachloro-, beta-	Unknown	Unknown	319-85-7	none	
delta-BHC	delta-HCH; hexachlorocyclohexane, delta-; delta-LINDANE; Cyclohexane, delta-1,2,3,4,5,6-Hexachloro	Unknown	Unknown	319-86-8	none	
Dibenzofuran	Diphenylene oxide; DBF	Unknown	Unknown	132-64-9	none	
Dieldrin	Alvit; Illoxol; Hexachloroepoxyoctohydro-endo,exo-Dimethanonaphthalene	Unknown	Unknown	60-57-1	P037	
Endosulfan I	alpha-Endosulfan; endo-1,4,5,6,7,7-Hexachloro-5-norbornene-2,3-dimethanol cyclic sulfite	Unknown	Unknown	959-98-8	none	
Endosulfan II	beta-Endosulfan	Unknown	Unknown	33213-65-9	none	
Endrin	1,2,3,4,10,10-Hexachloro-6,7-epoxy-1,4,4a,5,6,7,8,8a-octahydro- 1,4-endo-endo-5,8-dimethanonaphthalene; Mendrin; Nendrin; Hexadrin	Unknown	Unknown	72-20-8	P051	
gamma Chlordane	trans-Chlordane; beta-Chlordane; 4,7-Methano-1H-indene 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-, (1.alpha,2.beta,3a.alpha,4.beta, 7.beta,7a.alpha)-	Unknown	Unknown	5103-74-2		
gamma BHC	Lindane; 1,2,3,4,5,6-hexachloroCyclohexane(1 α , 2 α , 3 β -, 4 α , 5 α , 6 β)	Unknown	Unknown	58-89-9	U129	

SD-31 Three Mile Creek						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Guthion	Azinphos-methyl	Unknown	Unknown	86-50-0		
Heptachlor	1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-4,7-Methano-1H-indene	Unknown	Unknown	76-44-8	P059	
Heptachlor epoxide	Epoxyheptachlor; HCE; 1,4,5,6,7,8,8-Heptachloro-2,3-Epoxy-2,3,3a,4,7,7a-Hexahydro-4,7-Methanoindene	Unknown	Unknown	1024-57-3		
Malathion	1,2-Bis(ethoxycarbonyl)ethyl O, O-dimethyl phosphorodithioate; Diethyl (dimethoxyphosphinothioylthio)succinate; O,O-Dimethyl S-(1,2-dicarbethoxyethyl) dithiophosphate	Unknown	Unknown	121-75-5		
Methoxychlor	1,1,1-trichloro-2,2-bis(p-methoxyphenyl)ethane	Unknown	Unknown	72-43-5	U247	
Mirex	Dechlorane; Cyclopentadiene, Hexachloro-, Dimer; Ferriamicide	Unknown	Unknown	2385-85-5		
PCB-Aroclor 1242	Chlorinated Biphenyl	Unknown	Unknown	53469-21-9		
PCB-Aroclor 1254	HSDB 6357	Unknown	Unknown	11097-69-1	none	
PCB-Aroclor 1260	Chlorinated Biphenyl	Unknown	Unknown	11096-82-5	none	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Arsenic	As	Unknown	Unknown	7440-38-2	D004	
Cadmium	Cd	Unknown	Unknown	7440-43-9	D006	
Chromium	Cr	Unknown	Unknown	7440-47-3	D007	
Copper	Cu	Unknown	Unknown	7440-50-8		
Iron	Fe	Unknown	Unknown	7439-89-6		

Griffiss Parcels F11B, F6B-6, F6B-7, F10C-2 and F10C-3 EDC Deed

SD-31 Three Mile Creek						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Lead	Pb	Unknown	Unknown	7439-92- 1	D008	
Manganese	Mn	Unknown	Unknown	7439-96-5		
Mercury	Hg	Unknown	Unknown	7439-97- 6	U151, D009	
Nickel	Ni	Unknown	Unknown	7440-02- 0		
Selenium	Se	Unknown	Unknown	7782-49-2	D010	
Silver	Ag	Unknown	Unknown	7440-22- 4	D011	
Zinc	Zn	Unknown	Unknown	7440-66- 6		

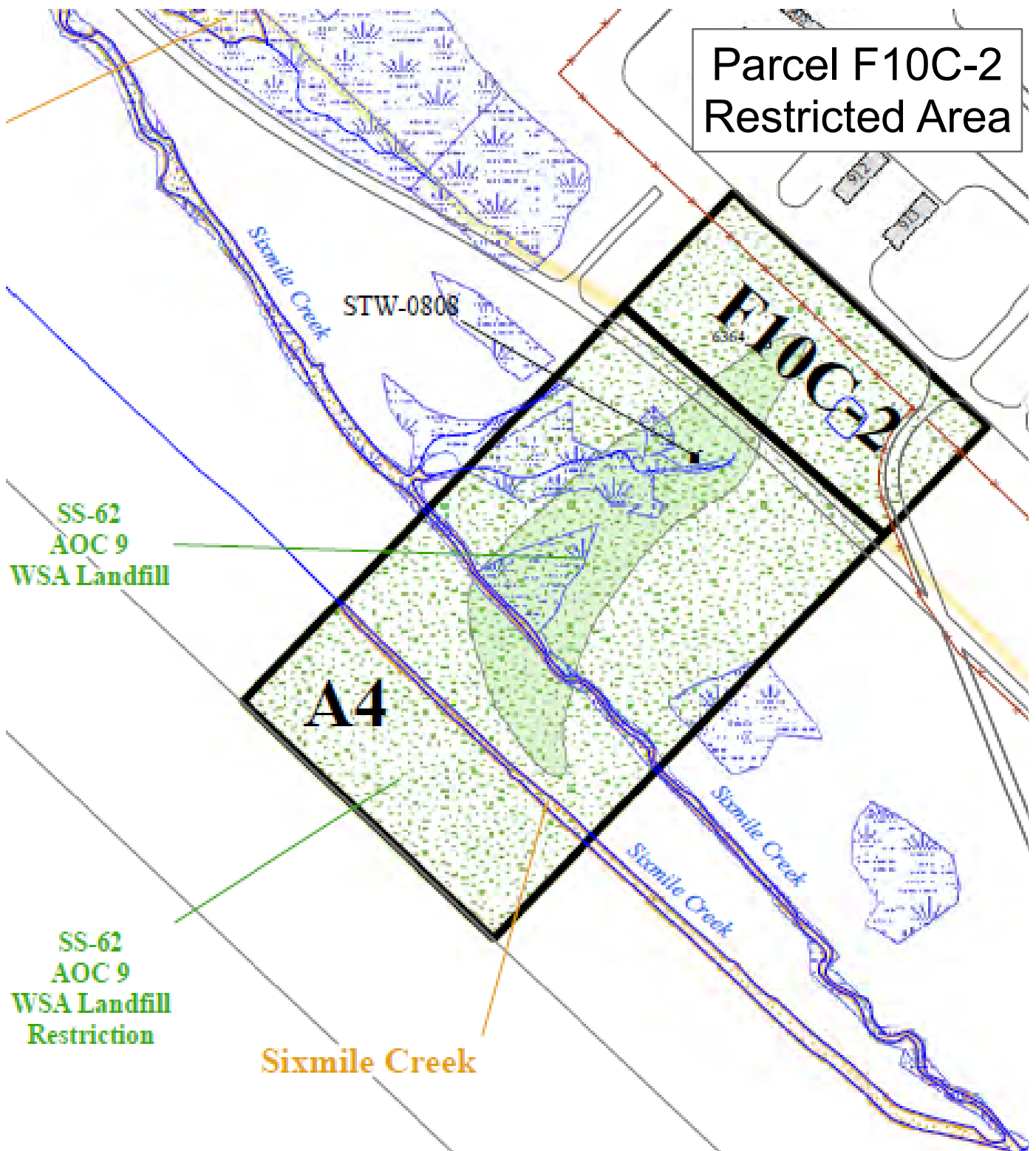
Exhibit E

Map of All Environmental Sites

Exhibit F

Map of Restrictive Environmental Sites with Coordinates

Parcel F10C-2 Restricted Area



Key to Features

EBS Factors

- Above Ground Storage Tanks
- Drywells
- ⊗ Grease Traps
- Other Storage Tanks
- + Other Misc Env Factors

- ⊗ Oil / Water Separators
- Hydrant Fueling/Pipeline Systems
- ⊗ Septic Tank Systems
- ⊗ Haz Waste & Petro Storage
- Underground Storage Tanks
- ⊗ Misc Wastewater-Related Sites

- Road
- Airfield
- Boundary
- Fence
- Hydrant Fuel Line
- Railroad
- Surface Water
- Culvert / Ditch
- ▭ Parcel to be Transferred

- ▭ Landfill 6 Cap
- ▭ Parcel Boundary
- ▭ Demolished Facilities
- ▭ Existing Facilities
- ▭ Adjacent Sites
- ▭ Restricted Area
- ▭ Non-Restricted Area
- ▭ Restricted Sites
- ▭ Wetlands

AOC 9

Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 47-28-20 E	570.71
2	3	S 44-4-19 W	248.07
3	4	S 43-57-55 W	925.47
4	5	N 46-33-3 W	569.58
5	6	N 43-56-48 E	895.69
6	1	N 43-55-4 E	268.66

Approx. 190 feet West of South corner of Building 912

PARCEL
A1A

PARCEL
F10B

PARCEL
F10C

PARCEL
A4

5

4

1

6

2

3

6364

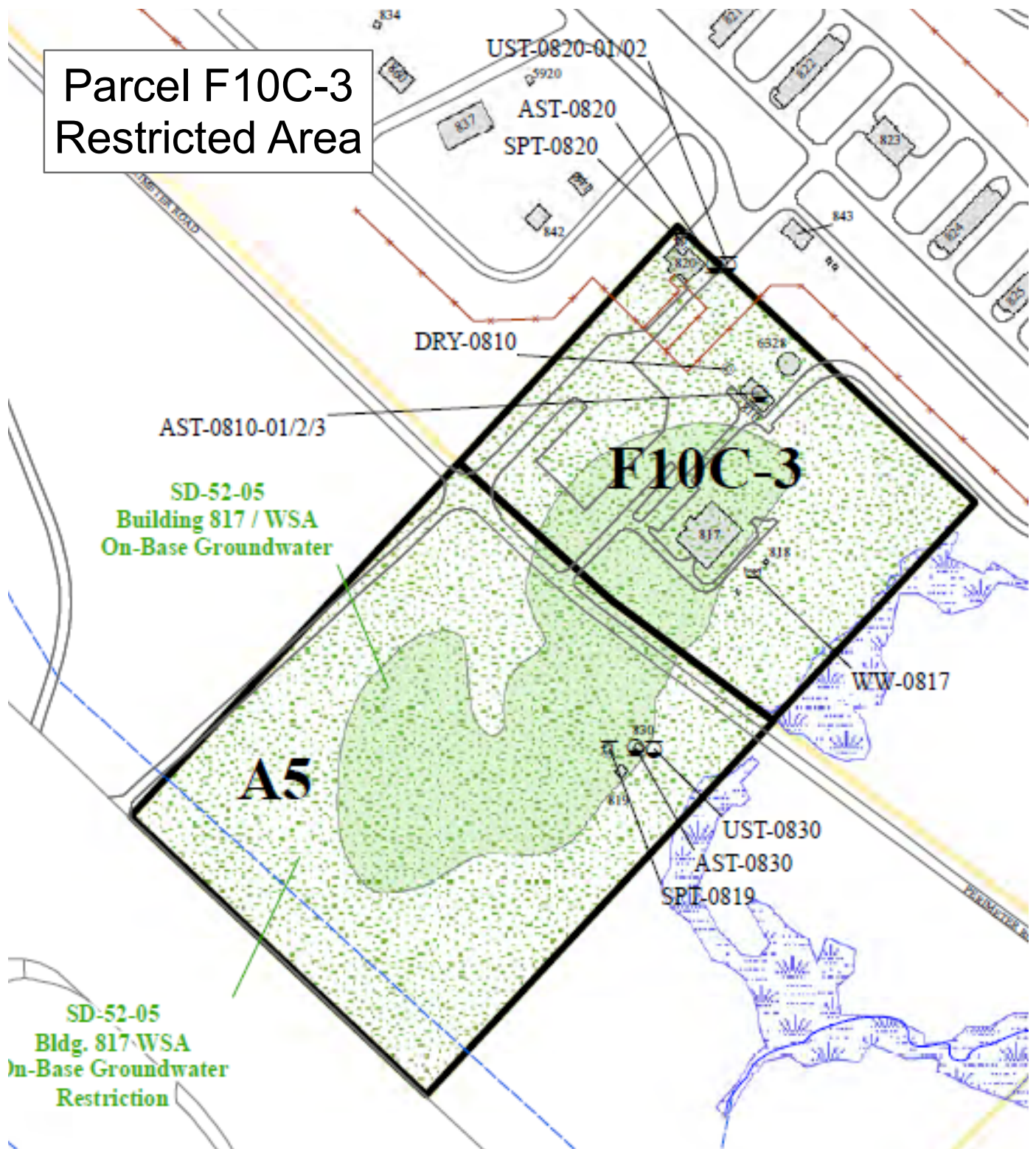
848

847

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

AOC 9

Parcel F10C-3 Restricted Area



Key to Features

EBS Factors

- Above Ground Storage Tanks
- Drywells
- ⊠ Grease Traps
- Other Storage Tanks
- + Other Misc Env Factors

- ⊠ Oil / Water Separators
- Hydrant Fueling/Pipeline Systems
- ⊠ Septic Tank Systems
- ⊠ Haz Waste & Petro Storage
- ⊠ Underground Storage Tanks
- ⊠ Misc Wastewater-Related Sites

- Road
- Airfield
- Boundary
- Fence
- Hydrant Fuel Line
- Railroad
- Surface Water
- Culvert / Ditch
- ▭ Parcel to be Transferred

- ▭ Landfill 6 Cap
- ▭ Parcel Boundary
- ▭ Demolished Facilities
- ▭ Existing Facilities
- ▭ Adjacent Sites
- ▭ Restricted Area
- ▭ Non-Restricted Area
- ▭ Restricted Sites
- ▭ Wetlands

Building 817

Point No.	Easting	Northing
1	1135908.84	1180662.46
2	1136463.20	1180148.44
3	1135441.23	1179045.50
4	1134890.51	1179564.15
5	1136086.82	1179742.62
6	1135502.07	1180223.72

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 47-9-46 E	756.00
2	5	S 42-49-4 W	553.49
5	3	S 42-49-4 W	950.14
3	4	N 46-43-4 W	756.50
4	6	N 42-50-10 E	899.46
6	1	N 42-50-10 E	598.29

Approx. 515 feet North of North corner of Building 817

Starting Coordinate:
Northing 1180662.46
Easting 1135908.84

PARCEL
A1A

PARCEL
F10B

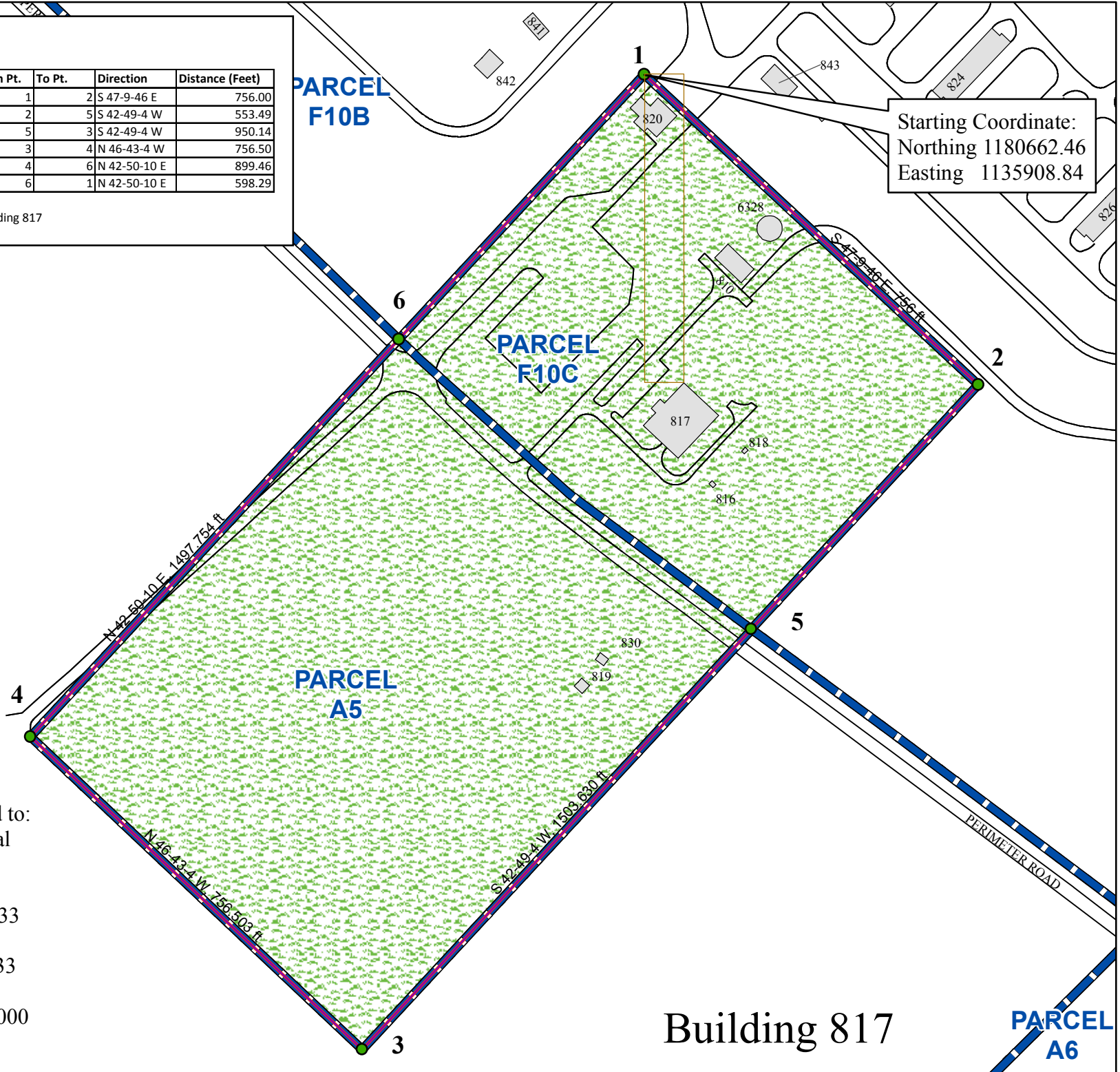
PARCEL
F10C

PARCEL
A5

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Building 817

PARCEL
A6



Key to Features

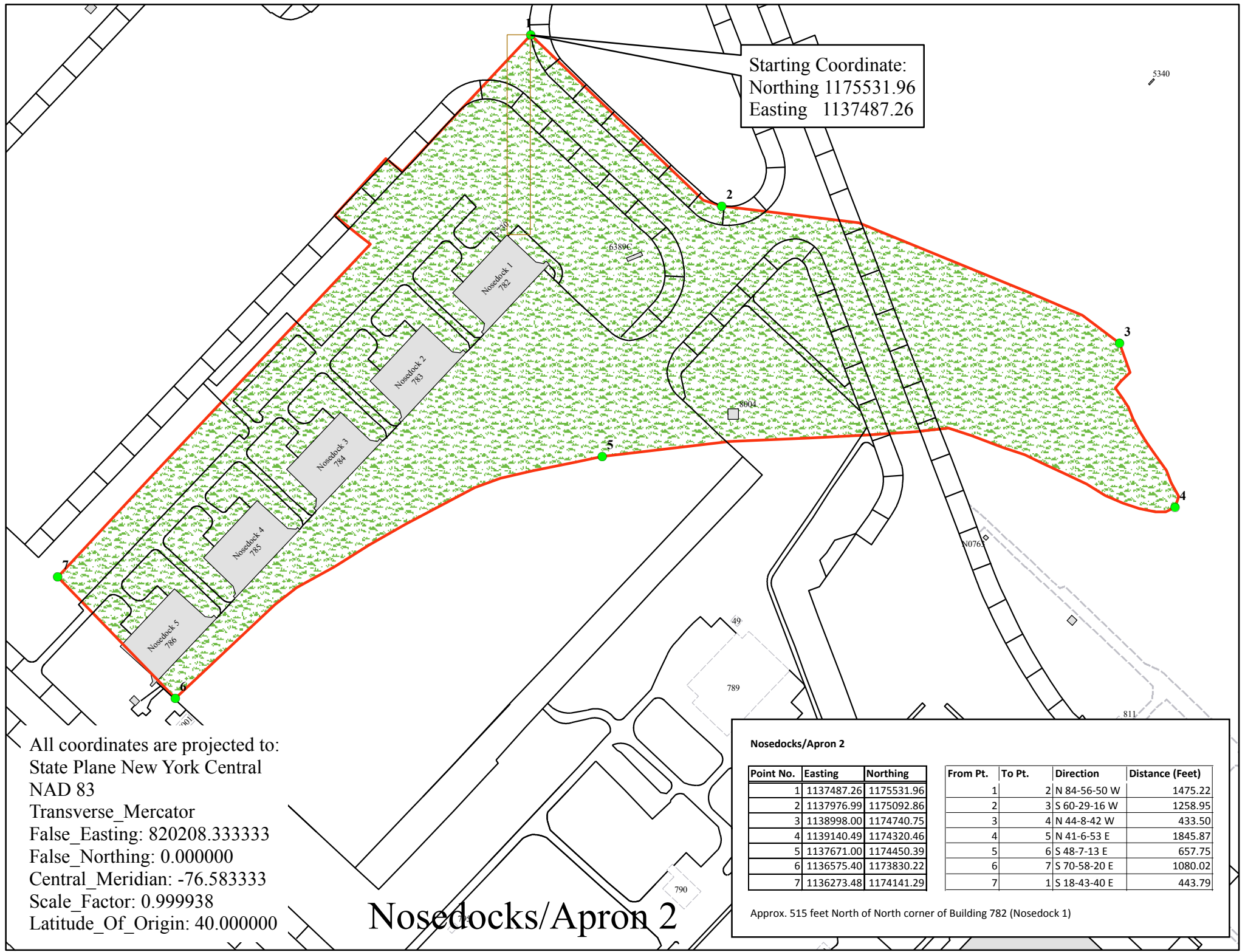
- ☑ Above Ground Storage Tanks
- ☉ Drywells
- ☒ Grease Traps
- Other Storage Tanks
- + Other Misc Env Factors

- Oil / Water Separators
- Hydrant Fueling/Pipeline Systems
- Septic Tank Systems
- Haz Waste & Petro Storage
- Underground Storage Tanks
- Misc Wastewater-Related Sites

- Road
 — Airfield
 — Boundary
 — Fence
 — Hydrant Fuel Line
 — Railroad
 — Surface Water
 — Culvert / Ditch
 [] Parcel to be Transferred

-  Landfill 6 Cap
 Parcel Boundary
 Demolished Facilities
 Existing Facilities
 Adjacent Sites
 Restricted Area
 Non-Restricted Area
 Restricted Sites
 Wetlands

Starting Coordinate:
Northing 1175531.96
Easting 1137487.26



All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Nosedocks/Apron 2

Nosedocks/Apron 2

Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	N 84-56-50 W	1475.22
2	3	S 60-29-16 W	1258.95
3	4	N 44-8-42 W	433.50
4	5	N 41-6-53 E	1845.87
5	6	S 48-7-13 E	657.75
6	7	S 70-58-20 E	1080.02
7	1	S 18-43-40 E	443.79

Approx. 515 feet North of North corner of Building 782 (Nosedock 1)

Coordinate System:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 820,208.3333
False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

Starting Point Coordinates:
Northing 1175192.57
Easting 1137841.10

Apron 2 Petroleum Restriction

Nosedocks/Apron 2 Coordinates and Metes and Bounds.

Point ID	Easting	Northing
1	1137841.10	1175192.57
2	1137941.46	1175098.91
3	1138347.45	1175045.70
4	1138907.38	1174809.59
5	1139002.99	1174733.25
6	1139027.05	1174659.05
7	1138968.40	1174625.14
8	1139102.36	1174393.45
9	1139021.21	1174348.24
10	1138505.56	1174835.87
11	1138030.35	1174335.37
12	1137086.77	1173346.15
13	1136563.22	1173845.62
14	1136702.92	1173992.87
15	1136538.33	1174142.07
16	1136655.43	1174265.54
17	1136820.04	1174116.32
18	1137383.93	1174710.69

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 46-58-40.53 E	137.27
2	3	N 90-0-0.00 E	409.46
3	4	S 67-8-9.35 E	607.68
4	5	S 51-23-39.51 E	122.35
5	6	S 17-58-2.57 E	78.00
6	7	S 59-57-52.76 W	67.75
7	8	S 30-2-8.72 E	267.63
8	9	S 60-52-30.18 W	92.89
9	10	N 46-35-59.93 W	709.71
10	11	S 43-30-54.14 W	690.16
11	12	S 43-38-50.53 W	1367.08
12	13	N 46-31-34.67 W	723.59
13	14	N 43-29-33.23 E	202.98
14	15	N 47-48-27.96 W	222.15
15	16	N 43-29-0.83 E	170.17
16	17	S 66-47-52.40 E	222.18
17	18	N 43-29-33.23 E	819.30
18	19	N 43-29-33.23 E	664.23

Starting Point is approximately North 67 -17°-57.72' East 450 feet of north corner of Building 782 (Nosedock 1)

Parcels F6B-7 and F11B Restricted Areas

Key to Features

S Factors








- Above Ground Storage Tanks
- Drywells
- Grease Traps
- Other Storage Tanks
- Other Misc Env Factors

Legend

- Oil / Water Separators
- Hydrant Fueling/Pipeline Systems
- Septic Tank Systems
- Haz Waste & Petro Storage
- Underground Storage Tanks
- Misc Wastewater-Related Sites
- Road
- Airfield
- Boundary
- Fence
- Hydrant Fuel Line
- Railroad
- Surface Water
- Culvert / Ditch
- ▬ Parcel to be Transferred
- ▬ Landfill 6 Cap
- ▬ Parcel Boundary
- ▬ Demolished Facilities
- ▬ Existing Facilities
- ▬ Adjacent Sites
- ▬ Restricted Area
- ▬ Non-Restricted Area
- ▬ Restricted Sites
- ▬ Wetlands

EBS Factors

- | | |
|------------------------------|------------------------------------|
| ☑ Above Ground Storage Tanks | ☑ Hydrant Fueling/Pipeline Systems |
| ☑ Drywells | ☑ Septic Tank Systems |
| ☑ Grease Traps | ☑ Haz Waste & Petro Storage |
| ☑ Other Storage Tanks | ☑ Underground Storage Tanks |
| ☑ Other Misc Env Factors | ☑ Misc Wastewater-Related Sites |

- | | | | |
|---|--------------------------|---|-----------------------|
|  | Road |  | Landfill 6 Cap |
|  | Airfield |  | Parcel Boundary |
|  | Boundary |  | Demolished Facilities |
|  | Fence |  | Existing Facilities |
|  | Hydrant Fuel Line |  | Adjacent Sites |
|  | Railroad |  | Restricted Area |
|  | Surface Water |  | Non-Restricted Area |
|  | Culvert / Ditch |  | Restricted Sites |
|  | Parcel to be Transferred |  | Wetlands |

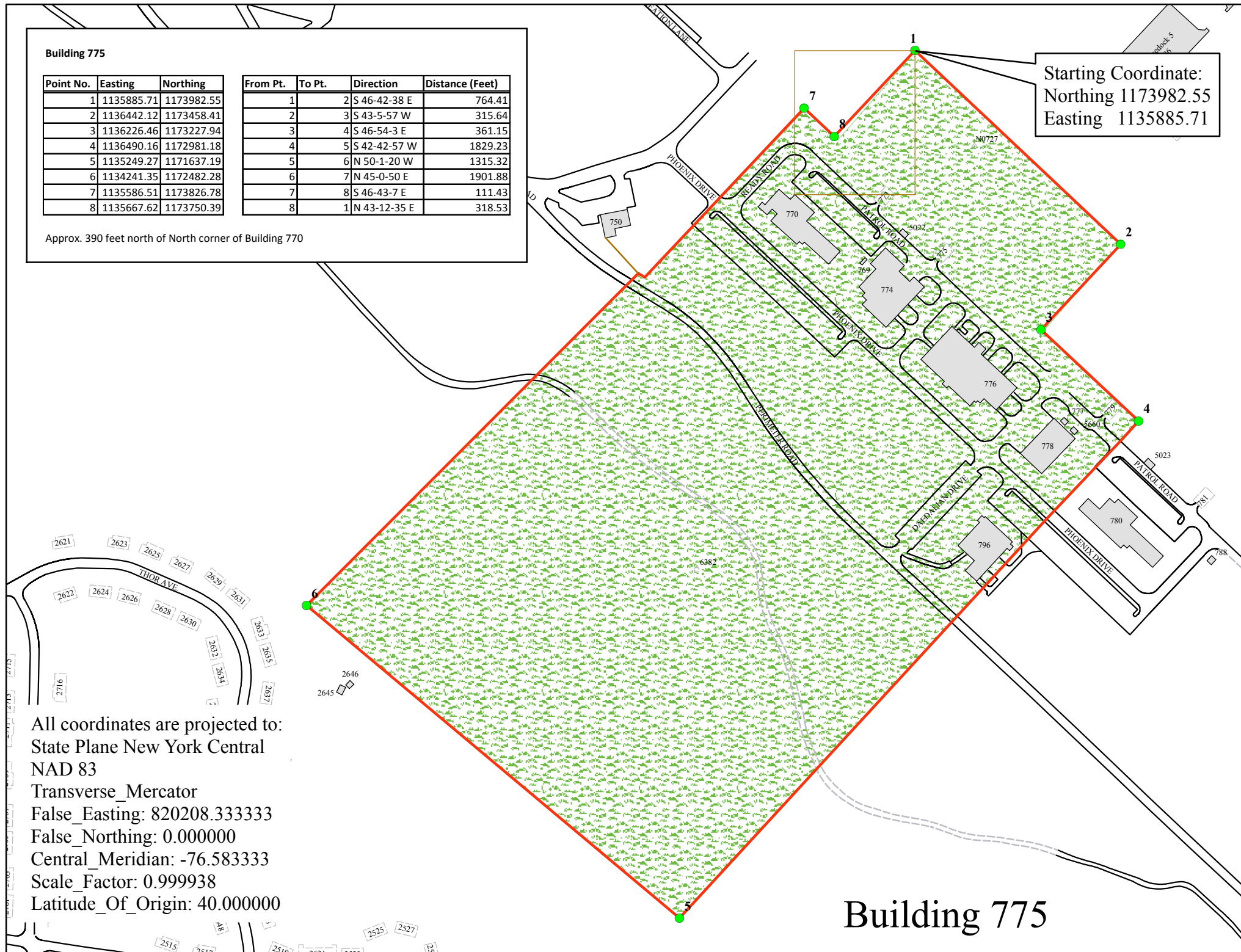
Building 775

Point No.	Easting	Northing
1	1135885.71	1173982.55
2	1136442.12	1173458.41
3	1136226.46	1173227.94
4	1136490.16	1172981.18
5	1135249.27	1171637.19
6	1134241.35	1172482.28
7	1135586.51	1173826.78
8	1135667.62	1173750.39

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 46-42-38 E	764.41
2	3	S 43-5-57 W	315.64
3	4	S 46-54-3 E	361.15
4	5	S 42-42-57 W	1829.23
5	6	N 50-1-20 W	1315.32
6	7	N 45-0-50 E	1901.88
7	8	S 46-43-7 E	111.43
8	1	N 43-12-35 E	318.53

Approx. 390 feet north of North corner of Building 770

Starting Coordinate:
Northing 1173982.55
Easting 1135885.71



All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Building 775

PARCEL
F11Da

Starting Coordinate:
Northing 1173166.98
Easting 1135138.19

PARCEL
F4B

LANDFILL 6

Point No.	Easting	Northing
1	1135248.06	1173166.98
2	1135366.91	1172920.84
3	1135464.44	1172859.99
4	1135484.95	1172808.94
5	1136385.74	1171942.19
6	1136268.45	1171824.22
7	1135697.50	1171974.62
8	1135406.08	1172705.59
9	1135286.89	1172698.75
10	1135158.07	1172587.74
11	1134922.00	1172588.00
12	1134816.33	1172676.16
13	1134724.77	1172696.10
14	1134751.00	1172919.00
15	1135141.30	1173181.73

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 25-46-26 E	273.34
2	3	S 58-2-19 E	114.96
3	4	S 21-53-3 E	55.01
4	5	S 46-6-11 E	1250.08
5	6	S 44-50-8 W	166.35
6	7	N 75-14-32 W	590.43
7	8	N 21-44-9 W	786.92
8	9	S 86-42-53 W	119.38
9	10	S 49-14-57 W	170.06
10	11	N 89-56-15 W	236.07
11	12	N 50-9-42 W	137.61
12	13	N 77-42-47 W	93.71
13	14	N 6-42-44 E	224.44
14	15	N 56-3-12 E	470.50
15	1	S 82-7-58 E	107.77

Approx. 375 feet SE of SW corner of Building 750

PARCEL
F2D

PARCEL
F4A

PARCEL
F11B

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Landfill 6

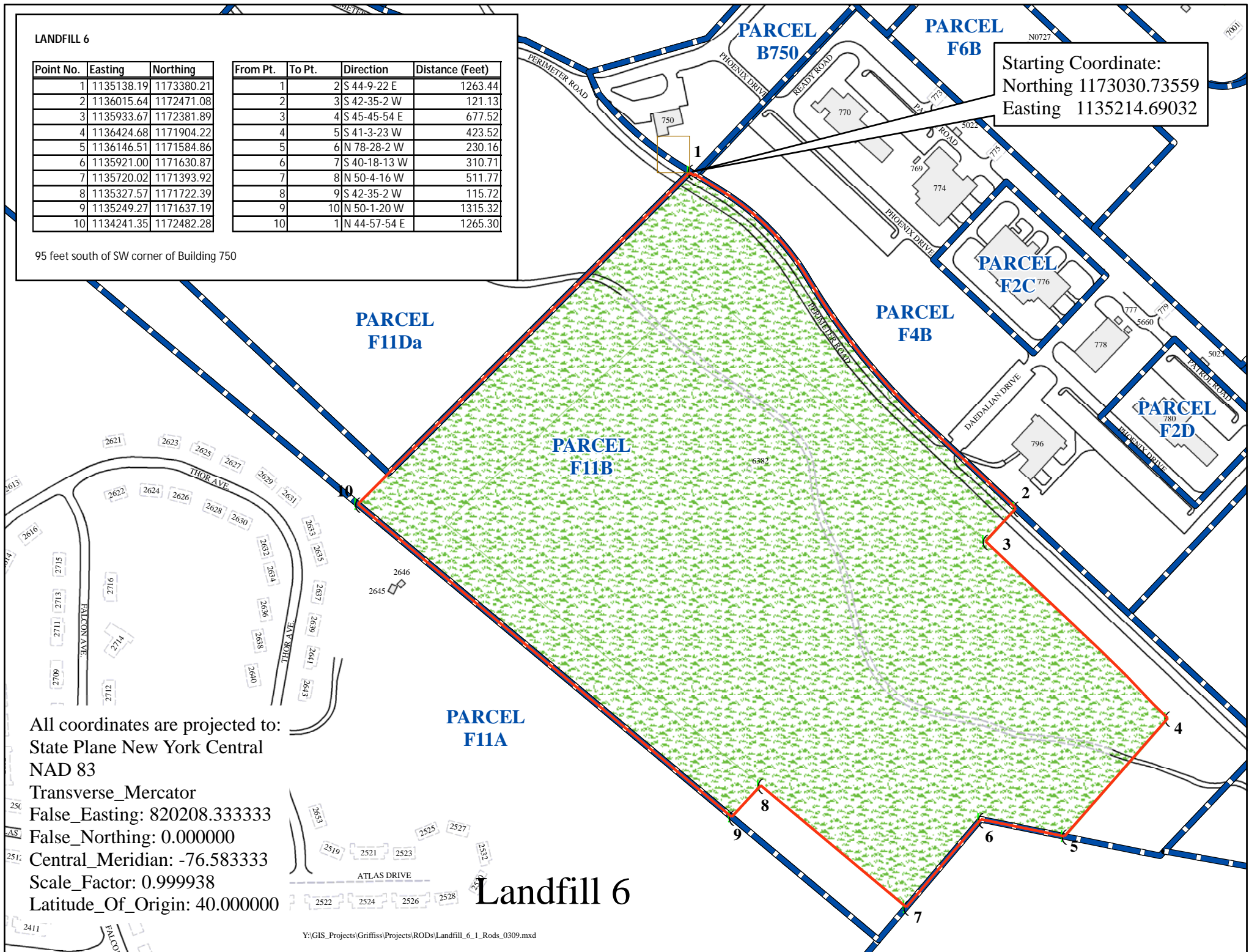
LANDFILL 6

Point No.	Easting	Northing
1	1135138.19	1173380.21
2	1136015.64	1172471.08
3	1135933.67	1172381.89
4	1136424.68	1171904.22
5	1136146.51	1171584.86
6	1135921.00	1171630.87
7	1135720.02	1171393.92
8	1135327.57	1171722.39
9	1135249.27	1171637.19
10	1134241.35	1172482.28

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 44-9-22 E	1263.44
2	3	S 42-35-2 W	121.13
3	4	S 45-45-54 E	677.52
4	5	S 41-3-23 W	423.52
5	6	N 78-28-2 W	230.16
6	7	S 40-18-13 W	310.71
7	8	N 50-4-16 W	511.77
8	9	S 42-35-2 W	115.72
9	10	N 50-1-20 W	1315.32
10	1	N 44-57-54 E	1265.30

95 feet south of SW corner of Building 750

Starting Coordinate:
Northing 1173030.73559
Easting 1135214.69032



All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Landfill 6

Landfill 5 OBGW Restriction

Point No.	Easting	Northing
1	1132982.23	1173537.98
2	1133477.38	1174157.76
3	1133927.06	1173860.39
4	1133360.28	1173221.03

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	N 38-37-19 E	793.28
2	3	S 56-31-25 E	539.11
3	4	S 41-33-24 W	854.41
4	5	N 50-1-26 W	493.33

Approx. 1300 feet SW of SW corner of Building 700

DUARE

**NEADS
PARCEL**

**PARCEL
F11Da**

Starting Coordinate:
Northing 1173942.14
Easting 1133773.06

**PARCEL
F11B**

Starting Coordinate:
Northing 1173537.98
Easting 1132982.23

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

5330

Landfill 5

Landfill 5

Point No.	Easting	Northing
1	1133773.06	1173942.14
2	1133781.85	1173760.02
3	1133595.01	1173638.94
4	1133426.62	1173702.39
5	1133340.58	1173812.60
6	1133394.00	1173990.25
7	1133458.41	1174068.42
8	1133658.59	1174012.50

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 2-45-47 E	182.33
2	3	S 57-3-18 W	222.64
3	4	N 69-21-12 W	179.95
4	5	N 37-58-43 W	139.82
5	6	N 16-44-10 E	185.51
6	7	N 39-29-15 E	101.29
7	8	S 74-23-32 E	207.84
8	1	S 58-25-21 E	134.37

Approx. 420 feet SW of SW corner of Building 700

Exhibit G
Schedule of Future Actions Required at Environmental Sites

**PROJECT SCHEDULE FOR RESPONSE/CORRECTIVE ACTION AND OPERATION
AND MAINTENANCE REQUIREMENTS**

1. Schedule for AOC Sites SS-38 Building 775 On-Base Groundwater and SD-52-04 Landfill 6 On-Base Groundwater :

Feasibility Study completed – April 2005
Final Feasibility Study Addendum/Supplement completed – September 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued- September 2007
Records of Decisions completed – March 2009
Final Remediation In-Place completed - December 2009
Operating Properly and Successfully Determination anticipated:
 SS-38 Building 775 On-Base Groundwater – February 2013
 SD-52-04 Landfill 6 On-Base Groundwater – November 2014

2. Schedule for SD-52-01 Nosedocks/Apron 2 On-Base Groundwater:

Remedial Investigation completed - April 2004
Feasibility Study completed – August 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007
Records of Decisions completed - March 2009
Final Remediation In-Place completed – December 2009
Operating Properly and Successfully Determination anticipated – September 2013

3. Schedule for SS-62 AOC 9 Weapons Storage Area Landfill:

Remedial Investigation completed – May 2004
Feasibility Study completed – October 2004
Proposed Plan completed – January 2010
Public Notice on Proposed Plan – January 2010
Record of Decision completed - September 2010
Source Removal Completed – October 2011
Final Remediation In-Place anticipated – January 2013
Operating Properly and Successfully Determination anticipated – December 2014

4. Schedule for SD-52-05 Building 817/WSA On-Base Groundwater:

Feasibility Study completed – April 2005
Final Feasibility Study Addendum/Supplement completed – September 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007

Records of Decisions completed - March 2009

Final Remediation In-Place completed - December 2009

Operating Properly and Successfully Determination anticipated - November 2014

5. Schedule for AOC Sites SS-38 Building 775 On-Base Groundwater and SD-52-01
Nosedocks/Apron 2 On-Base Groundwater Soil Vapor Intrusion Remedial Action:

Actual Contract Award - September 2008

Draft Feasibility Study submitted - February 2009

Feasibility Study completed - February 2010

Pilot Study to be completed – January 2012

Proposed Plan to be completed – March 2012

Public Notice on Proposed Plan to be issued - March 2012

Record of Decision to be completed – August 2012

Final Remediation In-Place anticipated – December 2012

Operating Properly and Successfully determination anticipated – June 2015

Griffiss Airport PBC FOSET Parcels A2, A4, A5 Deed (55 acres)

After Recordation Please Send A Copy of Recorded Deed TO:
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this ____ day of _____, 2012, by and between THE UNITED STATES OF AMERICA (the “Grantor”), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), 49 U.S.C. §§ 47151-47153 and delegations and regulations promulgated thereunder, and the COUNTY OF ONEIDA, an instrumentality and public benefit corporation of the State of New York (the “Grantee”). (Unless the context otherwise specifically states, when used in this Deed, “Grantor” includes the assigns of the Grantor and “Grantee” includes the successors and assigns of the Grantee.)

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

“Administrator” means the Administrator of the Federal Aviation Administration and his or her successors in office.

“Airport” means that part of the Property primarily used for air operations and related activities, including administration.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

“FAA” means the Federal Aviation Administration of the United States Department of Transportation, and their respective successor entities.

“FFA” means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

“Grantor” and “United States” means Department of the Air Force and FAA, and any successor entity, and the Secretary of the Air Force and the Administrator, and any successor in office, and the assigns of The United States of America.

“Grantee” means the successors and assigns of the County of Oneida.

“IRP” means the environmental Installation Restoration Program of the Air Force.

“NYSDEC” means the New York State Department of Environmental Conservation.

“USEPA” means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all the right, title, interest, claim, and demand that the Grantor has in and to the following described real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of approximately 55 acres of land, more or less, the “Property”. A legal description of the Property is set forth on **Exhibit A** and a map of the Property is provided on **Exhibit B** to this Deed.

III. APPURTENANCES AND HABENDUM

TOGETHER WITH all the buildings, and improvements erected thereon, **except for** monitoring wells, treatment wells, treatment facilities, and related piping, if any, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining which, together with the real property above described, is called the “Property” in this Deed. .

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except as shown in Section VII below.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, “as is,” “where is,” without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair (other than that contained in sections VII and VIII of this Deed), or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law or this Deed.

VII. NOTICE, DESCRIPTION, ACCESS RIGHTS, ASSURANCES, AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED (42 U.S.C. § 9620(h)(3)).

A. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property described in **Exhibit A, or portion thereof identified, the Grantor provides the following notice, description, and covenants and retains the following access rights.**

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in **Exhibit C** (Notice of Hazardous Substances Stored) and **Exhibit D** (Notice of Hazardous Substances Released/Description Remedial Action Taken) attached hereto and made a part hereof.

C. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in **Exhibit D** (Hazardous Substances Released/Description Remedial Action Taken). A map of all the environmental sites is provided at **Exhibit E**, attached hereto and made a part hereof.

D. Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):

Pursuant to section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the United States warrants that any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

E. Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)):

Pursuant to section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)), the United States provides the following response action assurances:

1. The restrictions on the use of and/or actions on that portion of the Property depicted in **Exhibit E** and made a part hereof (Environmental Restrictive Covenants”), protect human health and the environment and/are placed on the Property to ensure that required remedial investigations, response action, and oversight activities will not be disrupted. “Environmental Restrictions” on the Property, enforceable under this Deed and the Federal Facilities Agreement (FFA) effective August 1990 are imposed by Grantee Covenants contained in Environmental Restrictions of this Deed.

2. The United States will continue to undertake all necessary response actions with respect to a release or threatened release of a hazardous substance caused by a United States activity that occurred prior to the effective date of this Deed. A remediation schedule of future actions required on the Property regarding hazardous substances is contained in **Exhibit G**. The United States agrees to coordinate its environmental remediation activities with any construction schedule or activities of the Grantee so as not to disrupt such schedule or activities unreasonably.

3. The United States Air Force, as the Federal agency responsible for environmental cleanup of the Property, will submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all response actions required as identified herein for sites that require additional response action. A budget request for the projects scheduled to be completed in 2012 has been submitted. Expenditure of any Federal funds for such investigations or response actions is subject to Congressional authorization and appropriation of funds for that purpose.

F. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

VIII. RELATED COVENANTS

A. State Access to Property. The right of access reserved to the United States in subparagraph VII.F above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the USEPA Region 2. Further, notice is hereby given that the USEPA Region 2, the Air Force, and the State of New York have entered into an agreement commonly referred to as a Federal Facility Agreement (FFA); that, pursuant to the

FFA, the Air Force has a continuing duty to provide access to the property to the State of New York; and that, the Air Force will extend to the State of New York, as necessary, the right to use the access reserved in subparagraph **VII.F** above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor or the FFA, if applicable.

.B. The United States covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property before the date of this Deed have been taken, it will execute and deliver to the Grantee in recordable form, an appropriate document amending this Deed to provide a warranty considered to satisfy the requirement of Section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(I)) that all such response actions have been taken. The "appropriate document" will not affect or alter conveyance of title under this Deed, but will provide that (1) the assurances of the United States under Section 120(h)(3)(C)(ii) of CERCLA are replaced with the warranty of the United States under Section 120(h)(3)(C)(iii) of CERCLA, thus satisfying Section 120(h)(3)(A)(ii)(I) of CERCLA; and (2) the environmental restrictive covenants set forth in this Deed are released and/or modified, as applicable, based on the completion of the response activities described in the preceding sentence.

IX. ENVIRONMENTAL RESTRICTIVE COVENANTS

A. For purposes of the environmental restrictive covenants in this section, the term "Property" includes any part of the Property as specifically referenced in each restriction which one or more of these environmental restrictive covenants may apply.

B. The following environmental restrictive covenant(s) in this section is (are) being created to protect human health and the environment against (a) residual contaminant(s) as a component of the remedial action taken in Section **VII.C.** above:

1. Remedy Protection. The Grantee covenants and agrees that it will not engage in, or allow others to engage in, activities that will disturb, move, damage, tamper with, interfere with any wells, operating remedial system, or infrastructure associated with such wells or remedial system located on the Property or with the Grantor's operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of any remedial action performed to address environmental contamination on the entire Property described in **Exhibit A** and depicted in **Exhibit B** pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA").

2. Groundwater Use. The Grantee covenants and agrees that it will not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundaries of the entire Property described in **Exhibit A** and depicted in **Exhibit B** unless such owner or occupant obtains the prior written approval from the NYSDOH.

3. Land Use Restriction. **For the portions of the Property described and depicted in Exhibit F,** the Grantee covenants and agrees not to development or use the property for residential housing, elementary and secondary schools, childcare facilities, or playgrounds unless prior approval is received from the Air Force, USEPA, and NYSDEC.

4. Digging Restriction For the portions of the Property described and depicted in Exhibit F, the Grantee covenants to restrict access to and prohibit contact with subsurface soils and groundwater which are at or below the groundwater interface until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant to the joint Environmental Protection Agency (EPA)/Department of Defense (DoD) Guidance on Streamlined Site Closeout and National Priority List (NPL) Deletion Process.

5. Construction Restriction. For the portion of the Property described and depicted in Exhibit F, as SD-52-01, On Base Groundwater Contamination Apron 2 Operable Unit site, SD-52-05 Building 817/WSA On Base Groundwater Site, and SS-62 AOC-9 Weapons Storage Area Landfill site, respectively, with respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the ground water (vapor intrusion), the Grantee covenants to conduct either (a) construction of new buildings within the sites in a manner that would mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Grantee agrees to provide and coordinate any such mitigation or evaluations with the USEPA and NYSDEC.

6. The above restrictions will be maintained until the concentrations of hazardous substances in the groundwater are at such levels to allow for unrestricted use and exposure as determined by the coordination with USEPA, NYSDEC and the Air Force. The prior written approval of USEPA and NYSDEC is required for any modification or termination of institutions controls, use restrictions, included in the above paragraphs or for anticipated actions that may disrupt the effectiveness of or alter or negate the need for institutional controls included in this restriction.

C. It is the intent of the Grantor and the Grantee that the environmental restrictive covenant(s) in this section bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires or allows the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this **Section IX** in any deed to all or any part of the Property that it delivers.

D. Release of Environmental Restrictive Covenant(s).

1. The Grantee may request from the Secretary of the Air Force a modification or release of one or more of the environmental restrictive covenant(s) in whole or in

part in this section, subject to the notification and concurrence or approval of the New York State Department of Environmental Conservation and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, New York State Department of Environmental Conservation, and USEPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restrictive covenant in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in the Covenant Release in recordable form. The execution of the Covenant Release by the United States shall modify or release the environmental restrictive covenant with respect to the property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such covenants, as appropriate.

X OTHER COVENANTS AND NOTICES

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under CERCLA. The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in section VII.B. of this Deed. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP")

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. Storm Sewer Systems (Wastewater). If WW-817 is placed back into operation, the Grantee agrees to meet all applicable wastewater discharge permit standards in association with WW-817 operations.

D. Drinking Water. Drinking water on the Property is supplied from a municipal source. Due to low usage and the extended supply line to Parcels A4 and A5, the Grantee agrees to sample the water as necessary to ensure the chlorine content and potability of the water meets applicable Federal State, and local drinking water standards.

E. Solid Waste Management. The Grantee agrees to manage solid waste on the Property in accordance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

F. Petroleum Contaminants. Petroleum Contaminant site, SS064 Apron #2 spill site (NYSDEC spill # 9713631) is located on the Property within Parcel A2 as depicted on **Exhibit E and Exhibit F**. The Apron #2 spill site consists of releases that occurred on and under Apron #2. The Grantee covenants not to conduct any excavation, digging, drilling utilization of groundwater, or other ground disturbing activity at the sites without the prior written approval of the Air Force and the Air Force's coordination with applicable Federal and State regulatory agencies. The Grantee agrees to bear any costs associated with obtaining written approval required for use of subsurface soil and groundwater at the site, including the costs of studies, analysis, or remediation, without any cost whatsoever to the Grantor. The restriction shall apply until such time as the Air Force achieves the remedial objectives and the spill is closed.

G. Wetlands. The Property contains wetlands, as depicted in **Exhibit E**, protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. The Grantee further covenants and agrees that any development of any portion of the Property containing

wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, and any State of New York provisions. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

H. Ordnance. The risk associated with the possible presence of unexploded ordnance remaining on the Property was investigated by the Grantor and appropriate site clearance measures were performed. While not likely, the Grantee is hereby notified of the potential presence of ordnance and ordnance-related material on the Property. The Grantee covenants to perform all ground-disturbing activities in a manner such that the identification of ordnance or ordnance-related material may occur. Upon discovery of any such ordnance and/or ordnance-related materials on the Property, the Grantee shall immediately cease work and notify the Grantor.

I. Aboveground Storage Tanks (AST) and Underground Storage Tanks (UST): One (1) AST and four (4) USTs were originally located on the Property. Of these five (5) tanks all but UST 8004 and UST 8005, as described in **Exhibit H** and depicted on **Exhibit E**, have been removed. UST 8004 and UST 8005 were closed in place. Grantee agrees to accept USTs 8004 and 8005 and covenants to comply with all applicable Federal, State and local laws relating to the use of these tanks, including the registration of the tanks with the New York State Department of Environmental Conservation (NYSDEC) identifying the Grantee as the owner of the tanks.

J. Oil Water Separators: There were three (3) oil water separators on the Property as described in **Exhibit H** and depicted on **Exhibit E**. Two (2) of the three (3) oil water separators on the Property were removed. The Grantee covenants to comply with all Federal, State and local laws relating to the operation of OWS-6389-3, remaining on the Property as described in **Exhibit H** and depicted in **Exhibit E**, and to accept responsibility for any leaks associated with operation of the OWS as a condition of leaving the OWS in place in lieu of its removal.

K. Septic Tank. There is one Septic Tank (SPT-819) as depicted on **Exhibit E** located on the Property. The Grantee agrees to accept responsibility for the Septic Tank and agrees to comply with all Federal and State and local laws and regulations regarding its operation.

L. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on the premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

M. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. pt. 77 entitled

“Objects Affecting Navigable Airspace,” under the authority of the Federal Aviation Act of 1958, as amended.

XI. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. By the acceptance of this Deed, the Grantee agrees that the transfer of all the Property is accepted subject to the following terms and covenants set forth in subparagraphs 1 through 20 inclusive, of this paragraph, which shall run with the land, provided that the Property may be successively transferred only with the proviso that, unless otherwise approved by the FAA or its successor in function, any subsequent Grantee assumes all of the obligations upon the Grantee by this Section XI.

1. The Grantee covenants that, except as provided in subparagraph 3, the entire landing area, as defined in 49 U.S.C. § 40102(28) and applicable Federal Aviation Regulations, the Property shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required for structures, improvements, and equipment on the Property only during their useful life, as determined by the FAA. In the event materials are required to rehabilitate or repair certain of the structures, improvements, facilities or equipment on the Property, they may be procured by demolition of other structures, improvements, facilities or equipment on the Property that have outlived their use as airport property in the opinion of the Administrator. **Nothing in this Deed shall be interpreted as providing the general public with a right of access to either the so-called “secured portions” of the Property or other portions of the Property under lease, license, easement, or other occupancy agreement with third parties.**

2. The Grantee covenants that no part of the Property shall be used, leased, sold, salvaged, or disposed of, for other than the public airport purposes without the written consent of the Administrator, which consent shall be granted only if the FAA determines that the Property can be leased, sold, salvaged, or disposed of for other than public airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport, pursuant to 49 U.S.C. §§ 47151-47153. In the event, however, that the Property or any part of it is no longer used for public airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property, or any part of it for other than industrial and non-residential commercial purposes. The "Property" as used in this subparagraph includes revenues or proceeds derived from it.

3. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term "exclusive right" as used in subparagraph 5. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees that:

3.1. it will keep the Airport available for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses, provided that the Grantee may establish such fair, equal, and not unjustly

discriminatory conditions to be met by all users that may be necessary for the safe and efficient operation; and provided, further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use if such action is necessary for the safe operation to serve the civil aviation needs of the public.

3.2. in its operation and the operation of facilities on the Property, neither it nor any person or organization occupying facilities will discriminate against any person or class of persons by reason of race, color, creed, age, , sex, handicap, or national origin.

3.3. in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public, the Grantee will insert and enforce provisions requiring the contractor to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

3.4. the Grantee will not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

3.5. in the event the Grantee exercises any of the rights and privileges referred to in subparagraph 3.3 above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subparagraph 3.3.

4. The Grantee covenants not to grant or permit any exclusive right for the use of the airport that is forbidden by 49 U.S.C. § 40103(e), by any person or persons to the exclusion of others in the same class, and the Grantee will otherwise comply with all applicable laws.

4.1. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport , including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

4.2. The Grantee further agrees that it will terminate as soon as possible, and no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any other airport owned or controlled by the Grantee, or hereafter acquired, and that, thereafter, no such right shall be granted. However, nothing contained in this subparagraph 4 shall be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature, or to obligate the Grantee to furnish any particular non-aeronautical service at the Airport.

5. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing hazards and by preventing the establishment or creation of future hazards.

5.1. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land and airspace, or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. Part 77 and, as applicable, according to the currently approved Airport Layout Plan.

5.2. The Grantee will not erect, or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to control the use made of the surface of the land.

5.3. Insofar as is within its power and to the extent reasonable, the Grantee will either, by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations or by any other reasonable means, take action to restrict the use of the land adjacent to or in the immediate vicinity of the Property to activities and purposes compatible with normal airport operations, including landings and takeoffs.

6. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States. The Grantee will not permit any activity that would interfere with its use of the Property for public airport purposes. Nothing contained in this Deed, however, shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

7. The Grantee will make available all facilities of the Airport and all those usable for the landing and taking off of aircraft of the United States at all times, without charge, for use by Government aircraft in common with other aircraft except that if the use by Government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the United States, substantial use of the Airport by Government aircraft will be considered to exist

(a) when the operations of such aircraft exceed those that, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or

(b) during any calendar month that

(1) either five (5) or more Government aircraft are regularly based at the Airport , or

(2) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft of any agency of the United States is 300 or more, or

(3) the gross accumulative weight of Government aircraft using the Airport (the total improvements of such Government aircraft multiplied by the gross certified weights of such Government aircraft) exceeds five million pounds.

8. During any national emergency declared by the President of the United States of America or by the Congress, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion as it may desire. In such event, however, the United States shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance that may use nonexclusively, or over which it may have nonexclusive control and possession. Further, the United States shall pay a fair rent for its use, control, or possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

9. Except for environmental clauses contained in this Deed, the Grantee does hereby release the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United

States of any airport, or any part thereof, owned, controlled, or operated by the Grantee, upon which, adjacent to which, or in connection with which, such real estate was located or used.

10. The Grantee will make available, without cost, to the United States for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor, that the Administrator considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available within four months after receipt of a written request from the Administrator.

11. The Grantee will

(a) deliver to the FAA annual or special airport financial and operational reports that may be reasonably requested, using either forms given by the FAA, or in such manner as it elects, so long as the essential data are reported; and

(b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA, the Property and all airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will deliver to the FAA a true copy of any such document that may be reasonably requested.

12. The Grantee will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants terms, restrictions, reservations and conditions set forth in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102 (15), to assume such obligation and have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that the Property will be operated and maintained in accordance with these terms, covenants, restrictions, reservations, and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

13. The Grantee maintains at the Property and will keep up to date at all times an Airport Layout Plan on which is depicted, as a minimum:

(a) the boundaries of the Property and all proposed additions, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions

(b) the location and nature of all existing and proposed facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing facilities; and

(c) the location of all existing and proposed non-aviation areas and of all existing improvements and their uses made.

The Airport Layout Plan and each amendment, revision, or modification, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Map. The Grantee will not make or permit the making of any changes or alterations in the Property other than in conformity with the Airport Layout Plan as approved by the FAA, and which might in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Property.

14. If at any time it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Property or the performance of compliance with covenants and conditions set forth in this Deed, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the Grantee shall comply with all pertinent laws, ordinances, rules, orders, guidelines or other applicable regulations and shall hold the United States harmless from any and all liabilities or penalties that may be imposed by reason of any asserted violation by the Grantee. The Grantor may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

16. In the event that any of the terms, conditions, reservations, or restrictions in this Section XI. are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Section XI, or otherwise, then all right, title, and interest, in and to the Property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within such sixty (60) days, such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with. However, if within sixty (60) days, the Grantee shall have commenced, and continuously pursued, the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions in this Section XI of this Deed in accordance with a compliance schedule approved by FAA, such reversion shall not occur, and right, title, or interest, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee. This option of reversion shall be a continuing one, and may be exercised by the United States any time the FAA determines that the terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the Grantee. Any reversion will be subject to leases of record unless that lease is a cause for non-compliance with the terms of this Section XI.

17. The Grantee covenants and agrees that:

17.1. The program for, or in connection with, which this Deed is made will be conducted in compliance with all requirements imposed by the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR Part. 21, and any subsequent amendments, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

17.2. This covenant shall be subject in all respects to the provision of such regulations;

17.3. The Grantee will promptly take and continue to take such action that may be necessary to effectuate this covenant;

17.4. The United States, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant;

17.5. The Grantee will (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits under such program, a written agreement pursuant to which such other person shall, with respect to the services or benefits that he/she is authorized to provide, undertake for himself/herself the same obligations as those imposed upon the Grantee by this covenant, and (b) deliver the original of such agreement to the FAA;

17.6. This covenant shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, the United States and enforceable by the United States, acting by and through the FAA, against the Grantee.

18. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987) and all the revenues generated by the Property, shall be used exclusively for the capital or operating costs of the Airport; the local airport system, or any other local facility that is owned or operated by the Grantee and that is directly and substantially related to the air transportation of passengers or property. However, the limitations on the use of revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the Grantee, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee. The limitation, however, shall not be construed to prevent the use of a state tax on aviation fuel to support a state aviation program, or the use of revenue from on or off the Property for a noise mitigation program.

19. If the construction as covenants of any of the reservations and restrictions recited in this Section XI of this Deed as covenants, or the application of the same as covenants, in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead as conditions upon the breach of which the United States, acting by and through the FAA, may, exercise its option to cause the right, title, and interest of

the Grantee in the Property, or any portion of it, to revert to the United States. The application of such reservations or restrictions as covenants in any other instance, and the construction of the remainder of such reservations and restrictions as covenants, shall not be affected by any such construction.

20. The failure of the United States to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Section XI of this Deed shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, with respect to such future performance shall continue in full force and effect.

XII. NOTICE ADDRESS:

Any notice required to be given to the Air Force pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, Office of the General Counsel (Environment & Installations) – San Antonio Division
Mailing Address:
2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821
Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFRPA/BPM
Mailing Address:
2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821
Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

or to such other address or addresses as the Air Force may from time to time designate in the Real Property Records of Oneida County, New York.

XIII. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

XIV. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed

Exhibit A - Legal Description Property

Exhibit B-1 Property Map (Drawing 300-1)

Exhibit B-2 Property Map (Drawing 300-2)

Exhibit B-3 Traverse Tables (Drawing T-1)

Exhibit C - Notice of Hazardous Substances Stored

Exhibit D - Notice of Hazardous Substances Released/Description of Remedial Action
Taken

Exhibit E - Description of All Environmental Sites

Exhibit F - Map of Restrictive Area Sites w/Coordinates

Exhibit G - Schedule of Future Actions Required At Environmental Sites

Exhibit H - Table of other Environmental Factors

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
ROBERT M. MOORE
Director
Air Force Real Property Agency

Witness:

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this _____ day of _____, 2012 by Robert M. Moore, Director, Air Force Real Property Agency.

Notary Public, State of Texas

(seal)

My Commission Expires: _____

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2012

COUNTY OF ONEIDA

BY: _____

Attest:

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the ____ day of _____ 2012, by
_____, _____ of _____

Notary Public, State of _____

seal

My Commission Expires: _____

DRAFT; Requires Grantee Reviews

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, and Town of Floyd, County of Oneida and State of New York designated as Parcel A2, Parcel A4 and Parcel A5 on a map (consisting of 3 sheets) entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The County of Oneida, City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, and filed in the Oneida County Clerk's Office on June 18, 2004, which said tracts, pieces or parcels are more particularly bounded and described as follows:

LIFC Parcel No. A2

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 35° 59' 44" East 2,504.66 feet from a capped iron rod found stamped "AFRL-43" located on the northerly side of Bomber Drive;

thence through Parcel A1A described above the following twenty (20) courses and distances;

North 43° 01' 19" East, 106.85 feet to a point;
South 46° 58' 41" East, 1,400.67 feet to a point;
South 82° 31' 58" East, 409.46 feet to a point;
South 67° 13' 31" East, 479.24 feet to a point;
South 66° 48' 09" East, 128.43 feet to a point;
South 51° 23' 40" East, 122.35 feet to a point;
South 17° 58' 03" East, 78.00 feet to a point;
South 59° 57' 53" West, 67.75 feet to a point;
South 30° 02' 09" East, 267.63 feet to a point;
South 59° 57' 53" West, 89.50 feet to a point;
North 46° 36' 00" West, 709.71 feet to a point;
South 43° 28' 57" West, 689.72 feet to a point;
North 46° 31' 44" West, 320.54 feet to a point;
South 43° 28' 17" West, 172.79 feet to a point;
North 46° 31' 44" West, 745.34 feet to a point;
North 43° 28' 17" East, 171.77 feet to a point;
North 46° 31' 44" West, 413.63 feet to a point;
North 43° 28' 17" East, 233.55 feet to a point;
North 21° 19' 27" West, 337.61 feet to a point;
North 46° 58' 40" West, 205.04 feet to the place of beginning, being 1,184,180.1± square feet or 27.202 acres, more or less.

LIFC Parcel No. A4

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 04° 30' 31" East 3,485.36 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1 described above the following six (6) courses and distances;

North 46° 32' 44" West, 576.07 feet to a point;
North 43° 55' 04" East, 901.80 feet to a point;
South 51° 56' 28" East, 89.36 feet to a point;
South 49° 47' 26" East, 267.65 feet to a point;
South 46° 12' 03" East, 214.35 feet to a point;
South 43° 57' 55" West, 925.47 feet to the to the place of beginning, being 530,174.9± square feet or 12.171 acres, more or less.

LIFC Parcel No.A5

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 38° 05' 46" East 2,731.18 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1 described above the following six (6) courses and distances;

North 42° 50' 10" East, 899.46 feet to a point;
South 46° 01' 05" East, 49.27 feet to a point;
South 48° 03' 37" East, 333.54 feet to a point;
South 53° 21' 58" East, 376.05 feet to a point;
South 42° 50' 42" West, 950.21 feet to a point;;
North 46° 43' 04" West, 756.50 feet to the to the place of beginning, being 692,400.0± square feet or 15.895 acres, more or less.

Exhibit B-2

This map was filed in the Oneida County Clerk's Office on June 18, 2004

...:AirfieldPL2-exhibit b.dgn 5/13/2004 2:11:33 PM

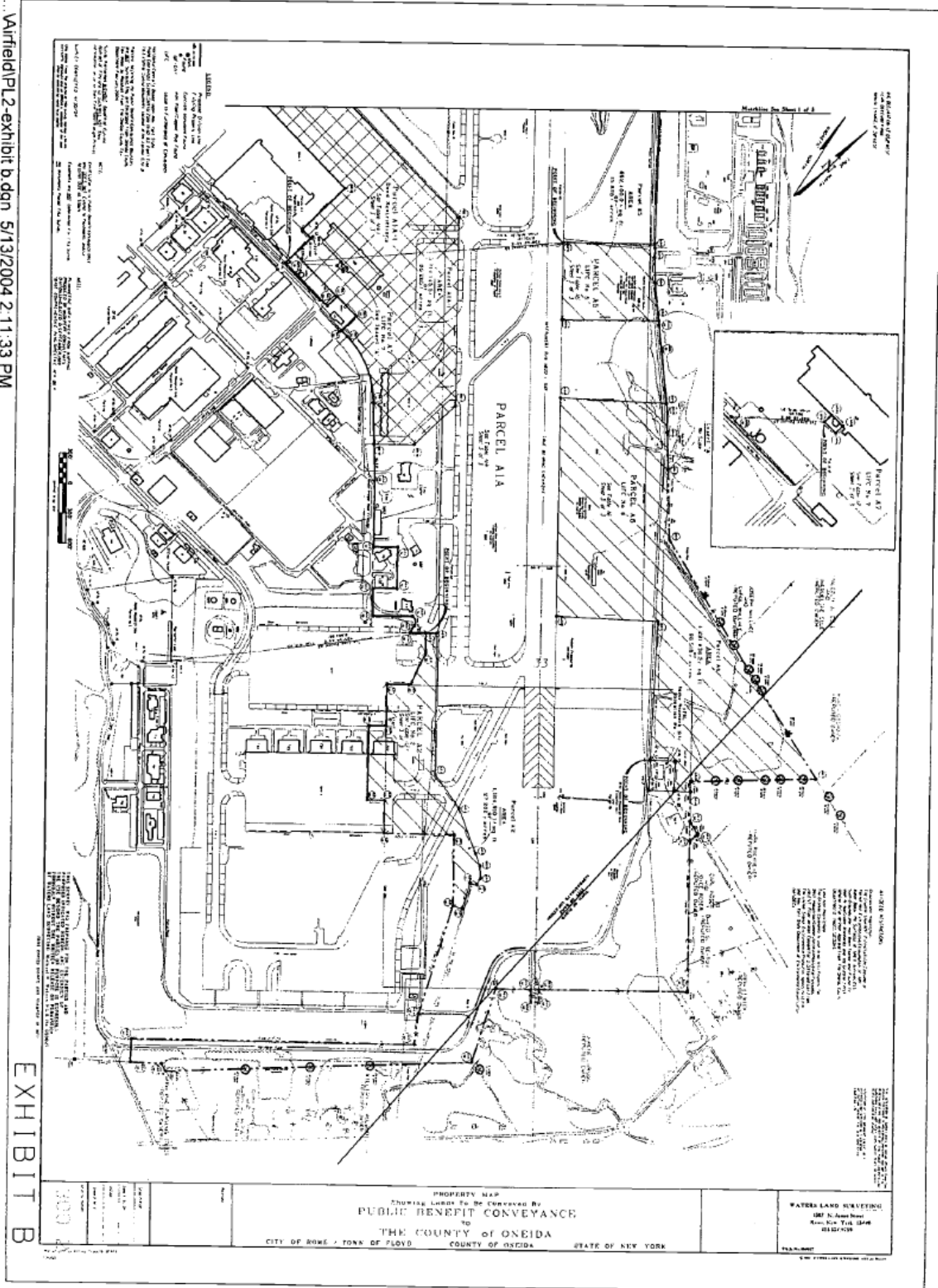


Exhibit B-3

This map was filed in the Oneida County Clerk's Office on June 18, 2004.

AirfieldTABLE-exhibit b.dgn 5/13/2004 2:12:07 PM

TABLE A1 (Partial) A1 For Transfer			
Point	Order	Area	Volume
1	1	1000.00	1000.00
2	2	1000.00	1000.00
3	3	1000.00	1000.00
4	4	1000.00	1000.00
5	5	1000.00	1000.00
6	6	1000.00	1000.00
7	7	1000.00	1000.00
8	8	1000.00	1000.00
9	9	1000.00	1000.00
10	10	1000.00	1000.00
11	11	1000.00	1000.00
12	12	1000.00	1000.00
13	13	1000.00	1000.00
14	14	1000.00	1000.00
15	15	1000.00	1000.00
16	16	1000.00	1000.00
17	17	1000.00	1000.00
18	18	1000.00	1000.00
19	19	1000.00	1000.00
20	20	1000.00	1000.00
21	21	1000.00	1000.00
22	22	1000.00	1000.00
23	23	1000.00	1000.00
24	24	1000.00	1000.00
25	25	1000.00	1000.00
26	26	1000.00	1000.00
27	27	1000.00	1000.00
28	28	1000.00	1000.00
29	29	1000.00	1000.00
30	30	1000.00	1000.00
31	31	1000.00	1000.00
32	32	1000.00	1000.00
33	33	1000.00	1000.00
34	34	1000.00	1000.00
35	35	1000.00	1000.00
36	36	1000.00	1000.00
37	37	1000.00	1000.00
38	38	1000.00	1000.00
39	39	1000.00	1000.00
40	40	1000.00	1000.00
41	41	1000.00	1000.00
42	42	1000.00	1000.00
43	43	1000.00	1000.00
44	44	1000.00	1000.00
45	45	1000.00	1000.00
46	46	1000.00	1000.00
47	47	1000.00	1000.00
48	48	1000.00	1000.00
49	49	1000.00	1000.00
50	50	1000.00	1000.00
51	51	1000.00	1000.00
52	52	1000.00	1000.00
53	53	1000.00	1000.00
54	54	1000.00	1000.00
55	55	1000.00	1000.00
56	56	1000.00	1000.00
57	57	1000.00	1000.00
58	58	1000.00	1000.00
59	59	1000.00	1000.00
60	60	1000.00	1000.00
61	61	1000.00	1000.00
62	62	1000.00	1000.00
63	63	1000.00	1000.00
64	64	1000.00	1000.00
65	65	1000.00	1000.00
66	66	1000.00	1000.00
67	67	1000.00	1000.00
68	68	1000.00	1000.00
69	69	1000.00	1000.00
70	70	1000.00	1000.00
71	71	1000.00	1000.00
72	72	1000.00	1000.00
73	73	1000.00	1000.00
74	74	1000.00	1000.00
75	75	1000.00	1000.00
76	76	1000.00	1000.00
77	77	1000.00	1000.00
78	78	1000.00	1000.00
79	79	1000.00	1000.00
80	80	1000.00	1000.00
81	81	1000.00	1000.00
82	82	1000.00	1000.00
83	83	1000.00	1000.00
84	84	1000.00	1000.00
85	85	1000.00	1000.00
86	86	1000.00	1000.00
87	87	1000.00	1000.00
88	88	1000.00	1000.00
89	89	1000.00	1000.00
90	90	1000.00	1000.00
91	91	1000.00	1000.00
92	92	1000.00	1000.00
93	93	1000.00	1000.00
94	94	1000.00	1000.00
95	95	1000.00	1000.00
96	96	1000.00	1000.00
97	97	1000.00	1000.00
98	98	1000.00	1000.00
99	99	1000.00	1000.00
100	100	1000.00	1000.00

EXHIBIT B

EXHIBIT C
NOTICE OF HAZARDOUS WASTE STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous wastes that were stored for a period of one year or more on the Parcel A2 Property on the former Griffiss Air Force Base, and the dates such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h). The Basewide EBS lists the quantities of each waste, and the dates these wastes were stored.

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
B/782	Spill Resistant, JP-4, and Absorbent	D001	1988-92	2,435
	JP4 Absorbent and JP4/Water	D001/D018	1993	1,320

Exhibit D**NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF**

Notice is hereby provided that the tables and information provided below from the Basewide EBS and its supplement (EBSS) contain a notice of hazardous substances that are known to have been released/disposed of on Parcels F11B, F6B-6, F6B-7, F10C-2, and F10C-3 property on the former Griffiss Air Force Base, and includes the dates of release. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or “Superfund”) 42 U.S.C. § 9620(h).

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95-63-6	none	SD-52-01 Nosedocks/ Apron 2 Operable Unit- Monitored natural attenuation (MNA) system has been installed. Performance monitoring is ongoing.
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108-67-8	none	
Acetone	2-Propanone	Unknown	Unknown	67-64-1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Ethylbenzene	Phenylethane	Unknown	Unknown	100-41-4	F003	
Hexachlorobutadiene	1,1,2,3,4,4-hexachloro-1,3-Butadiene	Unknown	Unknown	87-68-3	U128	
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98-82-8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108-38-3	none	
p-Xylene	isomer of Xylene	Unknown	Unknown	106-42-3	none	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91-20-3	U165	
o-Xylene	isomer of Xylene	Unknown	Unknown	95-47-6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135-98-8	none	
Toluene	methyl-Benzene	Unknown	Unknown	108-88-3	U220, F005	
trans-1,2-Dichloroethene	1,2-Dichloroethylene	Unknown	Unknown	156-60-5	U079	

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Arsenic	As	Unknown	Unknown	7440-38-2	D004	
Iron	Fe	Unknown	Unknown	7439-89-6		
Manganese	Mn	Unknown	Unknown	7439-96-5		
Sodium	Na	Unknown	Unknown	7440-23-5		
Thallium	Tl	Unknown	Unknown	7440-28-0		

SD-52-05 Building 817/WSA On-Base Groundwater						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	SD-52-05 Bldg 817 Groundwater - Ongoing enhanced bioremediation with continued performance monitoring.
Bis(2-ethylhexyl)phthalate	Diocetyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117-81-7	U028	
Chloroform	trichloro-Methane	Unknown	Unknown	67-66-3	U044	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127-18-4	U210, F001, F001	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95-63-6	none	SS-62AOC 9 - Soil and Groundwater – Source area soil removal conducted along with groundwater treatment through chemical oxidation. Contamination present in groundwater, subsurface/surface soil and soil vapor.
1,2-Dichlorobenzene	o-Dichlorobenzene	Unknown	Unknown	95-50-1	U070, F002	
1,2-Dichloroethane	Ethylene dichloride	Unknown	Unknown	107-06-2	U077	
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108-67-8	none	
1,3-Butadiene	alpha,gamma-Butadiene	Unknown	Unknown	106-99-0	none	
1,3-Dichlorobenzene	m-Dichlorobenzene	Unknown	Unknown	541-73-1	U071	
1,4-Dichlorobenzene	p-Dichlorobenzene	Unknown	Unknown	106-46-7	U072, D027	
2-Hexanone	Butyl methyl ketone; Methyl butyl ketone	Unknown	Unknown	591-78-6	none	
4-Ethyltoluene	p-Ethyltoluene	Unknown	Unknown	622-96-8	none	
Acetone	2-Propanone	Unknown	Unknown	67-64-1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71-43-2	U019	
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	Unknown	56-55-3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	Unknown	50-32-8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	Unknown	205-99-2	none	
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	Unknown	Unknown	207-08-9	none	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104-51-8	none	
Carbon Disulfide	Sulphocarbonic anhydride; Carbon Bisulphide	Unknown	Unknown	75-15-0	P022, F005	
Chlorobenzene	Benzene chloride; Phenyl Chloride	Unknown	Unknown	108-90-7	U037, F002	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	Unknown	218-01-9	U050	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Cyclohexane	hexahydro-Benzene	Unknown	Unknown	110-82-7	U056, F003	
Ethylbenzene	Phenylethane	Unknown	Unknown	100-41-4	F003	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98-82-8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108-38-3	none	
p-Xylene	isomer of Xylene	Unknown	Unknown	106-42-3	none	
Methyl ethyl ketone	MEK; 2-Butanone	Unknown	Unknown	78-93-3	U159, F005	
Methylene Chloride	Dichloromethane	Unknown	Unknown	75-09-2	U080, F001	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91-20-3	U165	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104-51-8	none	
n-Heptane	Heptane; Heptyl hydride	Unknown	Unknown	142-82-5	none	
n-Hexane	Hexane	Unknown	Unknown	110-54-3	none	
Propylbenzene	n-Propylbenzene	Unknown	Unknown	103-65-1	none	
o-Xylene	isomer of Xylene	Unknown	Unknown	95-47-6	none	
p-Isopropyltoluene	4-Isopropyltoluene, 1-Isopropyl-4-methylbenzene; p-Cymene; Dolcymene	Unknown	Unknown	99-87-6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135-98-8	none	
Styrene	Benzene, vinyl-; Ethylene-phenyl; Styrolene	Unknown	Unknown	100-42-5	none	
tert-Butylbenzene	Methyl-2-phenylpropane; Dimethylethylbenzene	Unknown	Unknown	98-06-6	none	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127-18-4	U210, F001	
Toluene	methyl-Benzene	Unknown	Unknown	108-88-3	U220, F005	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79-01-6	U228, F001, F002	
Trichlorofluoromethane	Trichloromonofluoromethane	Unknown	Unknown	75-69-4	U121, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75-01-4	U043, D043	
Xylenes	dimethylbenzene	Unknown	Unknown	1330-20-7	U239, F003	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Antimony	Sb	Unknown	Unknown	7440-36-0		
Arsenic	As	Unknown	Unknown	7440-38-2	D004	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Barium	Ba	Unknown	Unknown	7440-39-3	D005	
Beryllium	Be	Unknown	Unknown	7440-41- 7	P015	
Cadmium	Cd	Unknown	Unknown	7440-43- 9	D006	
Calcium	Ca	Unknown	Unknown	7440-70-2		
Chromium	Cr	Unknown	Unknown	7440-47-3	D007	
Copper	Cu	Unknown	Unknown	7440-50- 8		
Iron	Fe	Unknown	Unknown	7439-89-6		
Manganese	Mn	Unknown	Unknown	7439-96-5		
Nickel	Ni	Unknown	Unknown	7440-02- 0		
Potassium	K	Unknown	Unknown	7440-09-7		
Selenium	Se	Unknown	Unknown	7782-49-2	D010	
Silver	Ag	Unknown	Unknown	7440-22- 4	D011	
Thallium	Tl	Unknown	Unknown	7440-28- 0		
Zinc	Zn	Unknown	Unknown	7440-66- 6		

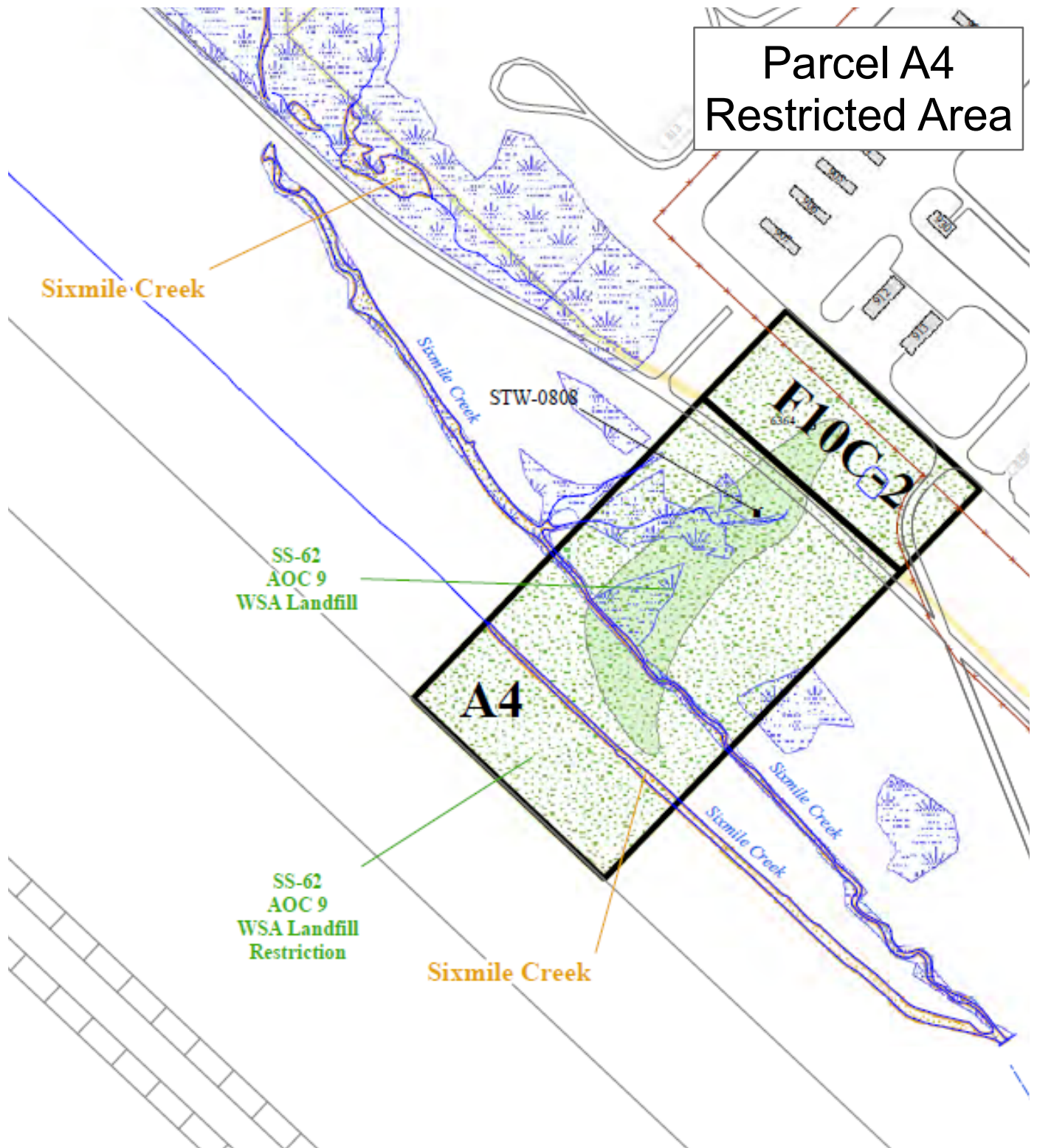
Exhibit E

Description of All Environmental Sites

Exhibit F

Map of Restrictive Area Sites with Coordinates

Parcel A4 Restricted Area



Key to Features

EBS Factors

- ☐ Above Ground Storage Tanks
- Drywells
- ⊗ Grease Traps
- Other Storage Tanks
- + Other Misc Env Factors

- ⊗ Oil / Water Separators
- Hydrant Fueling/Pipeline Systems
- ⊗ Septic Tank Systems
- ⊗ Haz Waste & Petro Storage
- ☐ Underground Storage Tanks
- ⊗ Misc Wastewater-Related Sites

- Road
- Airfield
- Boundary
- Fence
- Hydrant Fuel Line
- Railroad
- Surface Water
- Culvert / Ditch
- ▭ Parcel to be Transferred

- ▭ Landfill 6 Cap
- ▭ Parcel Boundary
- ▭ Demolished Facilities
- ▭ Existing Facilities
- ▭ Adjacent Sites
- ▭ Restricted Area
- ▭ Non-Restricted Area
- ▭ Restricted Sites
- ▭ Wetlands

AOC 9

Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 47-28-20 E	570.71
2	3	S 44-4-19 W	248.07
3	4	S 43-57-55 W	925.47
4	5	N 46-33-3 W	569.58
5	6	N 43-56-48 E	895.69
6	1	N 43-55-4 E	268.66

Approx. 190 feet West of South corner of Building 912

PARCEL
A1A

PARCEL
F10B

PARCEL
F10C

PARCEL
A4

5

4

1

6

2

3

6364

848

847

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

AOC 9

Building 817

Point No.	Easting	Northing
1	1135908.84	1180662.46
2	1136463.20	1180148.44
3	1135441.23	1179045.50
4	1134890.51	1179564.15
5	1136086.82	1179742.62
6	1135502.07	1180223.72

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 47-9-46 E	756.00
2	5	S 42-49-4 W	553.49
5	3	S 42-49-4 W	950.14
3	4	N 46-43-4 W	756.50
4	6	N 42-50-10 E	899.46
6	1	N 42-50-10 E	598.29

Approx. 515 feet North of North corner of Building 817

Starting Coordinate:
Northing 1180662.46
Easting 1135908.84

PARCEL
A1A

PARCEL
F10B

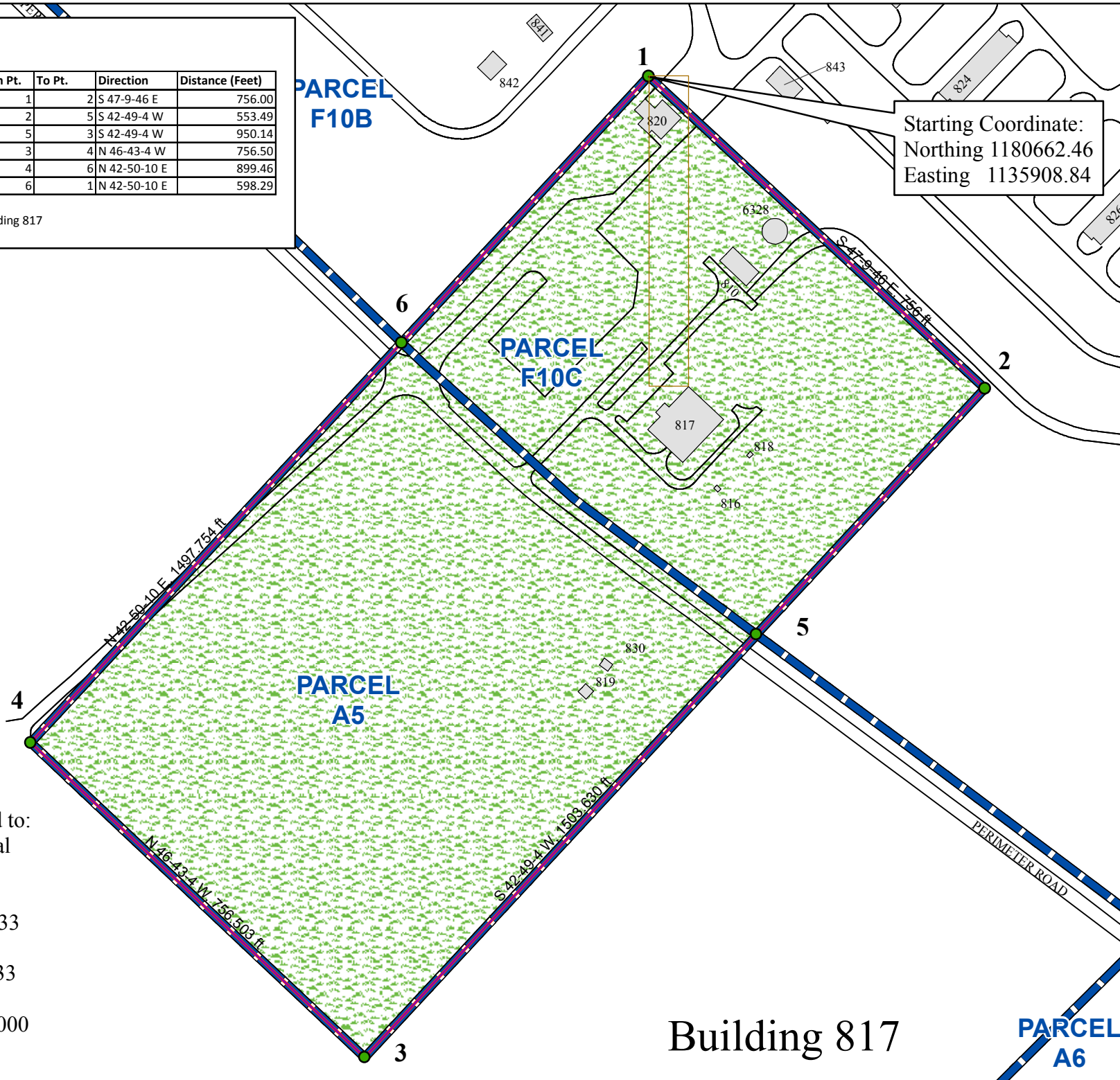
PARCEL
F10C

PARCEL
A5

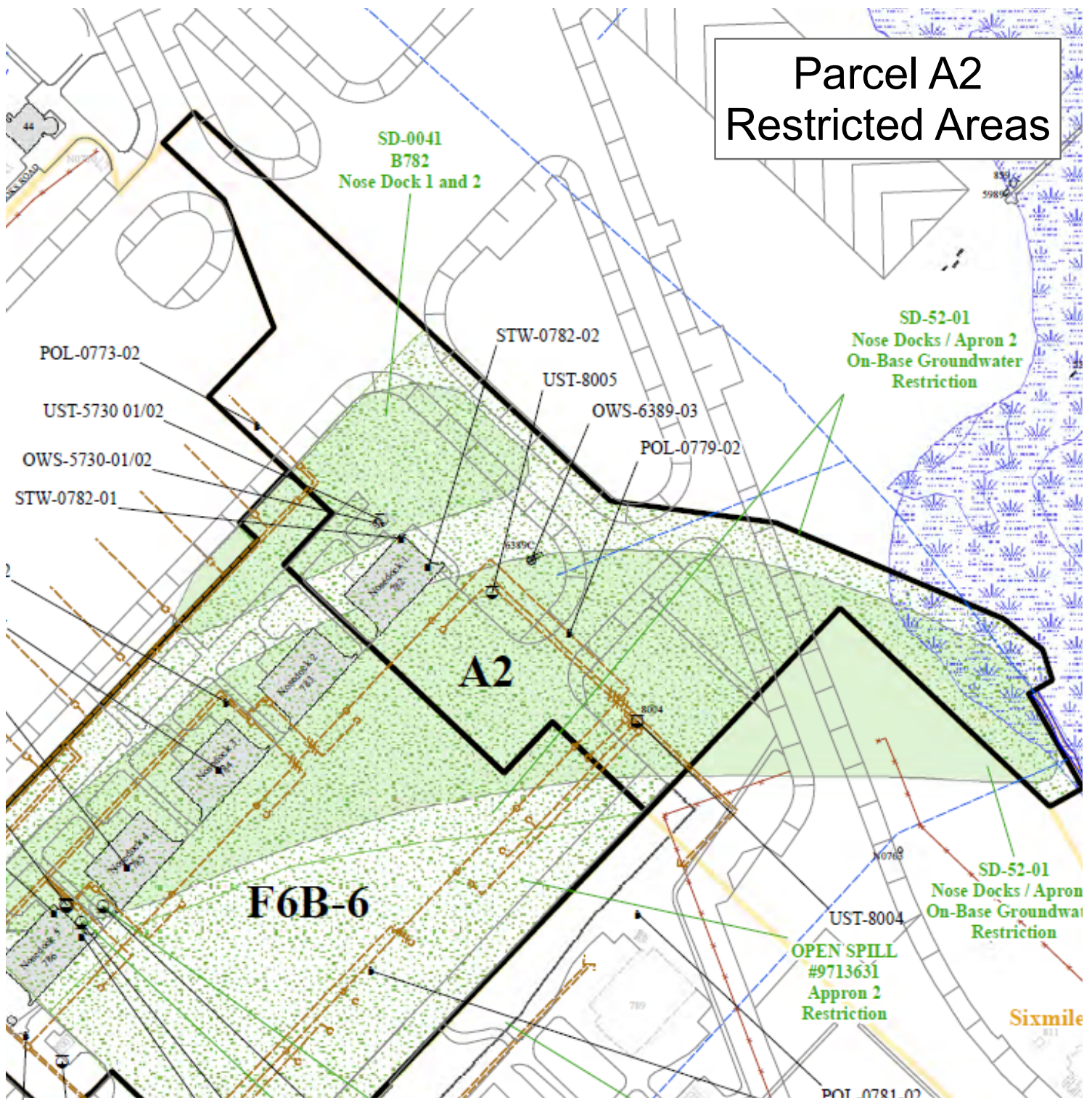
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Building 817

PARCEL
A6



Parcel A2 Restricted Areas



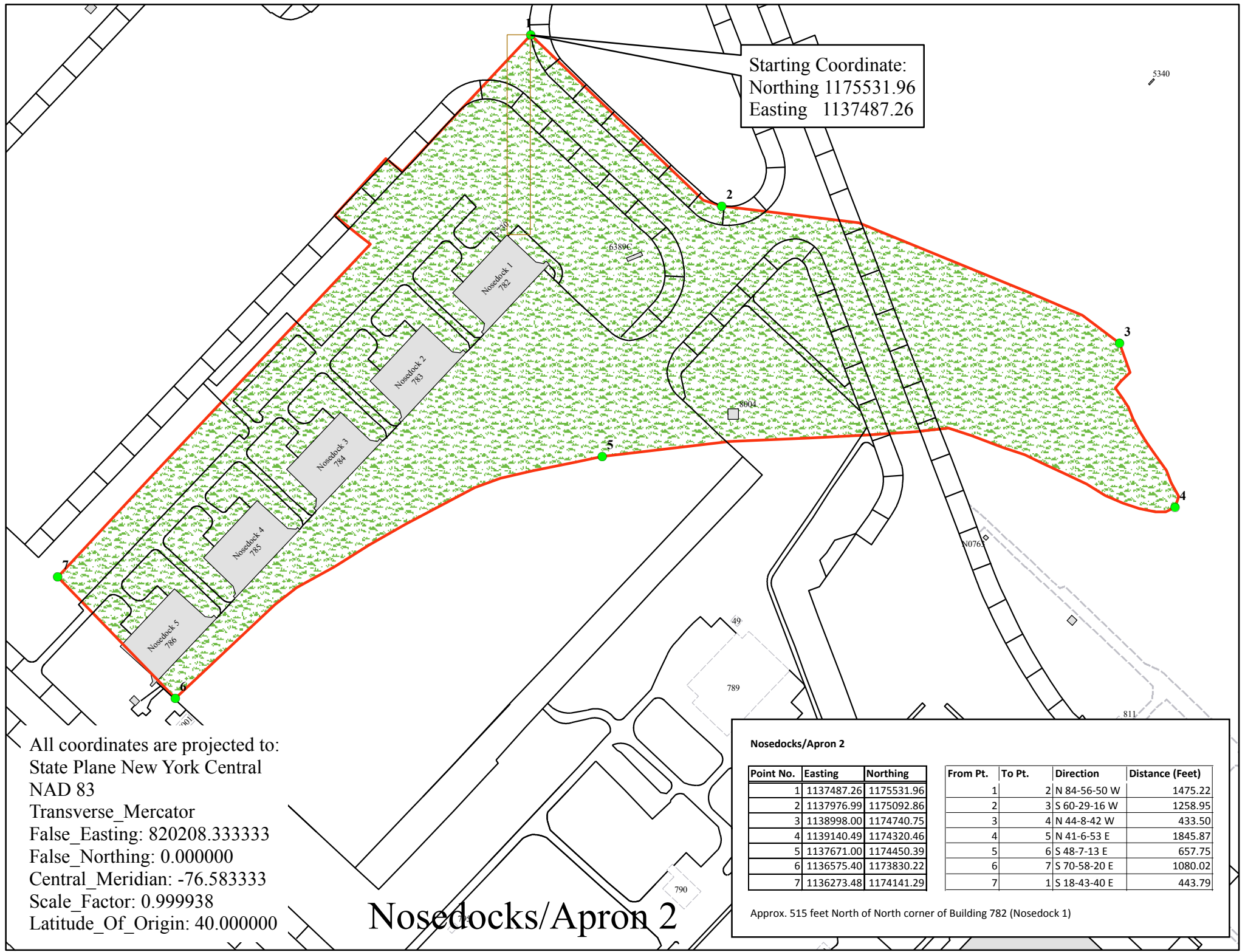
Key to Features

EBS Factors

- | | |
|------------------------------|------------------------------------|
| ○ Above Ground Storage Tanks | ⊗ Oil / Water Separators |
| ⊙ Drywells | ⬢ Hydrant Fueling/Pipeline Systems |
| ⊠ Grease Traps | ⊠ Septic Tank Systems |
| ● Other Storage Tanks | ⬢ Haz Waste & Petro Storage |
| ⊕ Other Misc Env Factors | ⊠ Underground Storage Tanks |
| | ⊠ Misc Wastewater-Related Sites |

- | | |
|----------------------------|-------------------------|
| — Road | □ Landfill 6 Cap |
| — Airfield | □ Parcel Boundary |
| — Boundary | □ Demolished Facilities |
| — Fence | □ Existing Facilities |
| — Hydrant Fuel Line | ⊠ Adjacent Sites |
| — Railroad | ⊠ Restricted Area |
| — Surface Water | □ Non-Restricted Area |
| — Culvert / Ditch | ⊠ Restricted Sites |
| □ Parcel to be Transferred | ⊠ Wetlands |

Starting Coordinate:
Northing 1175531.96
Easting 1137487.26



All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

Nosedocks/Apron 2

Nosedocks/Apron 2

Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	N 84-56-50 W	1475.22
2	3	S 60-29-16 W	1258.95
3	4	N 44-8-42 W	433.50
4	5	N 41-6-53 E	1845.87
5	6	S 48-7-13 E	657.75
6	7	S 70-58-20 E	1080.02
7	1	S 18-43-40 E	443.79

Approx. 515 feet North of North corner of Building 782 (Nosedock 1)

Coordinate System:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 820,208.3333
False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

Starting Point Coordinates:
Northing 1175192.57
Easting 1137841.10

Apron 2 Petroleum Restriction

Nosedocks/Apron 2 Coordinates and Metes and Bounds.

Point ID	Easting	Northing
1	1137841.10	1175192.57
2	1137941.46	1175098.91
3	1138347.45	1175045.70
4	1138907.38	1174809.59
5	1139002.99	1174733.25
6	1139027.05	1174659.05
7	1138968.40	1174625.14
8	1139102.36	1174393.45
9	1139021.21	1174348.24
10	1138505.56	1174835.87
11	1138030.35	1174335.37
12	1137086.77	1173346.15
13	1136563.22	1173845.62
14	1136702.92	1173992.87
15	1136538.33	1174142.07
16	1136655.43	1174265.54
17	1136820.04	1174116.32
18	1137383.93	1174710.69

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 46-58-40.53 E	137.27
2	3	N 90-0-0.00 E	409.46
3	4	S 67-8-9.35 E	607.68
4	5	S 51-23-39.51 E	122.35
5	6	S 17-58-2.57 E	78.00
6	7	S 59-57-52.76 W	67.75
7	8	S 30-2-8.72 E	267.63
8	9	S 60-52-30.18 W	92.89
9	10	N 46-35-59.93 W	709.71
10	11	S 43-30-54.14 W	690.16
11	12	S 43-38-50.53 W	1367.08
12	13	N 46-31-34.67 W	723.59
13	14	N 43-29-33.23 E	202.98
14	15	N 47-48-27.96 W	222.15
15	16	N 43-29-0.83 E	170.17
16	17	S 66-47-52.40 E	222.18
17	18	N 43-29-33.23 E	819.30
18	19	N 43-29-33.23 E	664.23

Starting Point is approximately North 67 -17°-57.72' East 450 feet of north corner of Building 782 (Nosedock 1)

Exhibit G
Schedule of Future Actions Required at Environmental Sites

**PROJECT SCHEDULE FOR RESPONSE/CORRECTIVE ACTION AND OPERATION
AND MAINTENANCE REQUIREMENTS**

1. Schedule for SD-52-01 Nosedocks/Apron 2 On-Base Groundwater:

Remedial Investigation completed - April 2004
Feasibility Study completed – August 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007
Records of Decisions completed - March 2009
Final Remediation In-Place completed – December 2009
Operating Properly and Successfully Determination anticipated – September 2013

2. Schedule for SS-62 AOC 9 Weapons Storage Area Landfill:

Remedial Investigation completed – May 2004
Feasibility Study completed – October 2004
Proposed Plan completed – January 2010
Public Notice on Proposed Plan - January 2010
Records of Decisions completed – September 2010
Source Removal Completed – October 2011
Final Remediation In-Place anticipated – January 2013
Operating Properly and Successfully Determination anticipated – December 2014

3. Schedule for SD-52-05 Building 817/WSA On-Base Groundwater:

Feasibility Study completed – April 2005
Final Feasibility Study Addendum/Supplement completed – September 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007
Records of Decisions completed - March 2009
Final Remediation In-Place completed – December 2009
Operating Properly and Successfully Determination anticipated – November 2014

Exhibit H
Table of other Environmental Factors

UST, AST Table

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ Spill Number	Tank Status	Tank Closure Date (1)
UST-8004 JP-4/JP-8 (Type III System)	4,000	Fiberglass tank located northeast side Apron 2	None	In place	Closed in Place
UST-8005 JP-4/JP-8 (Type III System)	4,000	Fiberglass tank located northeast side Apron 2	None	In place	Closed in Place

Oil/Water Separator

OWS Number	Location	Releases/Spill Number/Status	OWS Status	OWS Closure Date
OWS-6389-3	North of Apron 2	None	Active	N/A