

Pilot  
Study

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

AGREEMENT  
AND  
DETERMINATION

INDEX #A7-0163-88-12

CONKLIN, LTD.  
Respondent.

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WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites".

2. Conklin, Ltd. ("Respondent") a corporation duly organized and existing under the laws of New York State, with offices for the transaction of business at Shanley, Sweeney & Reilly, P.C., The Castle at Ten Thurlow Terrace, Albany, New York 12203, proposes to develop and construct a shopping center on property generally located south of Onondaga Lake and north of Hiawatha Boulevard West between the New York State Barge Canal and Interstate 81 in the City of Syracuse. The proposed shopping center may include all or part of a parcel of property presently owned by Clark Concrete Co., Inc. Environmental sampling and analysis establishes that there are elevated concentrations of certain contaminants in

the soil and groundwater under a portion of the Clark Property ("Site") (Appendix A).

3. Respondent holds an option to purchase the Site and has caused a hydrogeologic investigation to be conducted in its effort to evaluate the Site for future development. Respondent has submitted to the Department a report entitled, "Report on Hydrogeologic Conditions at the Clark Property, Syracuse, New York - Dated September, 1988", which the Department is presently evaluating as part of its effort to determine the full extent of both groundwater and soil contamination.

4. The Site is an inactive hazardous waste disposal site, as that term is defined at ECL Section 27-1301(2) and has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 734048. The Department has classified the Site as a Classification "2" pursuant to ECL Section 27-1305(4)(b).

5. Pursuant to ECL Section 27-1313(3)(a), whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the

order." Respondent is not the owner of the Site nor is it a person responsible for the disposal of hazardous waste at the Site. Nonetheless, Respondent has voluntarily initiated discussions with the Department regarding the investigation and remediation at the Site.

Respondent agrees that in its capacity as an option holder for the Site, it will undertake a Remedial Investigation/Feasibility Study at the Site.

6. The Department and Respondent agree that the goals of this Agreement and Determination shall be the development and implementation of a Remedial Investigation/Feasibility Study for the Site by Respondent.

7. Respondent, having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Agreement and Determination, agrees to be bound by its terms.

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

I. All activities and submittals required by this Agreement and Determination shall address both on-Site and off-Site contamination caused by the disposal of hazardous waste at the Site and shall be in accordance with Requisite Technology. As used in this Agreement and Determination, Requisite Technology means engineering, scientific and construction principles and practices subject to the Department's approval, which (a) are technologically

feasible, and (b) will identify, mitigate and eliminate, to the maximum extent practicable, in a cost effective manner, any present or potential threat to the public health or environment posed by the presence of hazardous waste at the Site and any release or threatened release of hazardous waste at or from the Site.

II. Simultaneously with its signing of this Agreement and Determination, Respondent shall submit to the Department all data within its possession or control regarding environmental conditions on-Site and off-Site, and other information described below, to the extent that such data have not previously been provided to the Department. The data shall include:

a. A brief history and description of the Site, including the types, quantities, physical state, dates of disposal of hazardous waste at the site, and location and names of "responsible parties" as defined in 6 NYCRR §375 - 2(p); and

b. A description of the results of all previous investigations of the Site and areas in the vicinity of the Site as delineated in Appendix B, including copies of all available topographic and property surveys, engineering studies and aerial photographs.

c. The information and data presented by Respondent shall be reviewed in conjunction with material previously submitted by Respondent and the Department will determine whether the investigations conducted and reports

submitted satisfy all of the elements of a "Remedial Investigation" as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA"), the current National Contingency Plan ("NCP") and the USEPA draft guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" dated March 1988, and any subsequent revisions thereto, including Quality Assurance/Quality Control for all data and analysis submitted to the Department.

d. Within 30 days of the effective date of this Agreement and Determination, the Department shall determine whether Respondent has satisfied the requirements of a Remedial Investigation and if the Respondent has satisfied such requirements, the Department shall so notify the Respondent in writing and Respondent shall submit a Feasibility Study in accordance with the applicable provisions of this Agreement and Determination.

e. The Department reserves the right to require a modification and/or an amplification and expansion of the Remedial Investigation and submissions made by Respondent if the Department determines, as a result of reviewing data generated by the Remedial Investigation or as a result of reviewing any other data or facts, that further investigative work is necessary.

III. If the Department determines that Respondent has not satisfied the requirements of a Remedial Investigation,

it shall notify the Respondent in writing, and within 30 days of Respondent's receipt of the notification, Respondent shall submit to the Department a Work Plan for a Remedial Investigation.

The Work Plan shall address all elements of a Remedial Investigation as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq., as amended ("CERCLA"), the current National Contingency Plan ("NCP") and the USEPA draft guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" dated March 1988, and any subsequent revisions thereto. The Work Plan shall include a health and safety plan for the protection of persons at and in the vicinity of the Site during the performance of the Remedial Investigation which shall be prepared in accordance with 29 C.F.R. Section 1910 by a certified health and safety professional. A Quality Assurance/Quality Control Plan shall also be included.

IV. The Department shall notify Respondent in writing of its approval or disapproval of the Work Plan within 30 days of its receipt of the Work Plan. If the Department approves the Work Plan, Respondent shall perform the Remedial Investigation in accordance with with the terms of the Approved Work Plan.

If the Department disapproves the Work Plan, the Respondent shall, within 30 days of receiving notice of



disapproval, revise and resubmit the Work Plan, addressing each of the Department's concerns and objections. Within 15 days of receipt of the revised Work Plan, the Department shall approve or disapprove the revised Work Plan in writing. If the Department approves the revised Work Plan, Respondent shall perform the specified work or continue with Respondent's obligations under the Agreement and Determination in accordance with the terms of the approval and under the Department's supervision.

The approved Work Plan or the approved revised Work Plan shall be attached as Appendix C and incorporated into this Agreement and Determination.

If the Department disapproves the Revised Work Plan, for failure of the Respondent to comply with CERCLA, the NCP or the "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" dated March 1988, and any subsequent revisions thereto, Respondent shall be in violation of this Agreement and Determination for not having submitted an approvable document in accordance with the terms of this Agreement and Determination.

V. In accordance with the time schedule contained in the approved Work Plan or the approved revised Work Plan, Respondent shall perform the Remedial Investigation and submit a Remedial Investigation Report. During the Remedial Investigation, Respondent shall have on-Site a full time representative who is qualified to inspect the work. The

Report shall include all data generated and all other information obtained during the Remedial Investigation and shall provide all of the assessments and evaluations in accordance with the requirements of CERCLA and the current NCP and the USEPA draft guidance document entitled, "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated March 1988 and any subsequent revisions thereto, and identify any additional data that must be collected. The Report shall include a certification by Respondent's consultant that all activities that comprised the Remedial Investigation were performed in accordance with the approved Work Plan.

VI. The Department reserves the right to require a modification and/or an amplification and expansion of the Remedial Investigation and Report by Respondent if the Department determines, as a result of reviewing data generated by the Remedial Investigation or as a result of reviewing any other data or facts, that further work is necessary.

VII. Within 30 days of the receipt of the Report, the Department shall determine if the Remedial Investigation was conducted and the Report prepared in accordance with the Work Plan and this Agreement and Determination, and shall notify Respondent in writing of its approval or disapproval of the Report.

If the Department disapproves the Report, the Department shall notify Respondent in writing of the



Department's objections. Respondent shall revise the Report and/or reperform or supplement the Remedial Investigation in accordance with the Department's specific comments and shall submit a revised Report. The maximum period of time within which the Report must be revised or the Remedial Investigation reperformed or supplemented shall be specified by the Department in its notice of disapproval.

Within 30 days after the receipt of the revised Report, the Department shall notify the Respondent in writing of its approval or disapproval of the revised Report.

If the Department disapproves the revised Report, for failure of the Respondent to comply with CERCLA, the NCP or the "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" dated March 1988, and any subsequent revisions thereto, Respondent shall be in violation of this Agreement and Determination for not having submitted an approvable document in accordance with the terms of this Agreement and Determination.

The approved Report shall be attached as Appendix D and incorporated into this Agreement and Determination.

VIII. Within 90 days after receipt of the Department's approval of the Report, Respondent shall submit a Feasibility Study evaluating on-Site and off-Site remedial actions to eliminate, to the maximum extent practicable, all health and environmental hazards and potential hazards attributable to the Site. The Feasibility Study shall be

prepared and certified by an engineer licensed to practice by the State of New York, who may be an employee of Respondent, or an individual or member of a firm which is authorized to offer engineering services in accordance with Article 145 of the New York State Education Law.

The Feasibility Study shall be performed in a manner that is consistent with CERCLA, as amended, the current NCP and the USEPA draft guidance document entitled, "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated March 1988 and any subsequent revisions thereto. The approved Feasibility Study shall be attached as Appendix E and incorporated into this Agreement and Determination.

IX. Within 30 days of the receipt of the Feasibility Study, the Department shall determine if the Feasibility Study was prepared in accordance with this Agreement and Determination, and shall provide written notification of its approval or disapproval.

If the Department disapproves the Feasibility Study, the Department shall notify Respondent in writing of the Department's objections. Within 45 days after receipt of notice of disapproval, Respondent shall revise the Feasibility Study in accordance with the Department's specific comments and submit a revised Feasibility Study.

Within 30 days of the receipt of the revised Feasibility Study, the Department shall notify Respondent in

writing of its approval or disapproval of the revised Feasibility Study.

If the Department disapproves the revised Feasibility Study for failure of the Respondent to comply with CERCLA, the NCP or the "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" dated March 1988, and any subsequent revisions thereto, Respondent shall be in violation of this Agreement and Determination for not having submitted an approvable document in accordance with the terms of this Agreement and Determination.

X. Within 30 days after the Department's approval of the Feasibility Study, the Department and Respondent shall solicit public comment on the Remedial Investigation/Feasibility Study and the recommended remedial program in accordance with CERCLA, the NCP and any relevant Department policy and guidance documents in effect at the time the public comment period is to be initiated. After the close of the public comment period, the Department shall select a final remedial program for the site in a Record of Decision ("ROD").

XI. Upon the signing of this Agreement and Determination by the Department, and subject to the Department's final approval of the work plan for the Vacuum Extraction System ("VES") (which will be attached as Appendix F upon final approval) and subject further to the public review and comment of the VES as deemed appropriate

by the Department, the Respondent shall commence implementation of the approved VES Work Plan, as a pilot study for further use during the implementation of the Feasibility Study. Respondent shall perform the VES in accordance with the terms, conditions and time schedule contained in the VES Work Plan. The Department reserves the right, at any time, to add further terms and conditions for the operation of the pilot study and the Vacuum Extraction System. The Respondent shall immediately cease and discontinue operation of the pilot study and/or the Vacuum Extraction System and/or any component of the study or system upon receiving notice to do so from the Department. Within 30 days of the completion of the VES Work Plan, Respondent shall submit to the Department a VES Report (Appendix G). The VES Report shall include all data generated and all other information obtained during the performance of the VES Work Plan at the Site. The VES Report shall include a certification by Respondent's consultant that all activities that comprised the VES Work Plan were performed in accordance with the VES Work Plan. The Department reserves the right to require a clarification, modification and/or an amplification and expansion of the VES Report by Respondent if the Department determines, as a result of reviewing data generated by the VES Work Plan and VES Report, or as a result of reviewing any other data or facts, that further information is required.

During the performance of the VES Work Plan, Respondent shall have on-Site a full time representative who is qualified to inspect the work.

The VES Report will be reviewed during the Respondent's performance of the Feasibility Study. The use of the VES, as a final remedial measure at the Site, will be evaluated in conjunction with other remedial actions submitted by Respondent during the Feasibility Study. Nothing contained in this Agreement and Determination shall be construed as barring, diminishing, adjudicating or in any way affecting Respondent's duty to perform a Feasibility Study as required by this Agreement and Determination.

XII. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent.

XIII. Respondent shall provide reasonable advance notice to the Department of any field activities to be conducted pursuant to this Agreement and Determination.

XIV. Respondent shall pursue all steps necessary to obtain whatever permits, easements, rights-of-way, rights-of-entry, approvals or authorizations are necessary to perform Respondent's obligations under this Agreement and Determination. In the event that access is denied to the Respondent, in the performance of this Agreement and Determination, the Department may seek to enforce its authority to obtain access. Respondent's failure to obtain access, despite its best efforts, will suspend its

obligations under this Agreement and Determination that are contingent upon such access.

XV. Respondent shall permit any duly designated employee, consultant, contractor or agent of the Department or any State agency to enter upon the Site or areas in the vicinity of the Site as delineated in Appendix B, which may be under the control of Respondent for purposes of inspection, sampling and testing and to assure Respondent's compliance with this Agreement and Determination.

XVI. Respondent shall retain qualified and reputable professional consultants, contractors and laboratories acceptable to the Department to perform the technical, engineering and analytical obligations required by this Agreement and Determination. The experience, capabilities and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department for approval prior to the initiation of any activities for which they will be responsible.

XVII. Respondent shall not suffer any penalty under this Agreement and Determination, or be subject to any proceeding or action, if it cannot comply with any requirements hereof because of an act of God, war, riot, or circumstance beyond its control which prevents compliance with this Agreement and Determination. Respondent shall immediately notify the Department in writing when it obtains knowledge of any such condition and request an appropriate extension or modification of this Agreement and Determination.



XVIII. The unexcused failure of the Respondent to comply with any term of this Agreement and Determination shall constitute a violation of this Agreement and Determination and the ECL. The term "Agreement and Determination", as used in this document, shall have the same meaning and the same force and effect as an "Order on Consent" entered into between the Department and Respondent, and shall be enforceable pursuant to all of the provisions of law applicable to the enforcement of an Order on Consent.

XIX. Nothing contained in this Agreement and Determination shall be construed as barring, diminishing, adjudicating or in any way affecting:

a. the Department's right to bring any action or proceeding against anyone other than Respondent, its directors, officers, employees, servants, agents, successors and assigns;

b. the Department's right to enforce this Agreement and Determination against Respondent, its successors and assigns in the event that Respondent shall fail to satisfy any of the terms hereof;

c. the Department's right to bring any action or proceeding against Respondent, its successors and assigns with respect to areas or resources that may have been affected or contaminated as a result of the release or threatened release of hazardous wastes or constituents at or from the Site or areas in the vicinity of the Site,

including but not limited to claims for natural resources damages; and

d. the Department's right to bring any action or proceeding against any responsible party to compel implementation of an inactive hazardous waste disposal site remedial program for the Site, and to obtain recovery of its costs in connection with the site.

XX. This Agreement and Determination shall not be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

XXI. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description arising out of the fulfillment or attempted fulfillment of this Agreement and Determination by Respondent, its directors, officers, employees, servants, agents, successors or assigns, or resulting from the fulfillment or attempted fulfillment of this Agreement and Determination by Respondent, its directors, officers, employees, servants, agents, successors or assigns.

XXII. The effective date of this Agreement and Determination shall be the date it is signed by the Commissioner or his designee, and the VES Work Plan (Appendix F) is approved and attached to this Agreement and Determination.

XXIII. If Respondent desires that any provision of this Agreement and Determination be changed, it shall make timely written application to the Commissioner, setting forth reasonable grounds for the relief sought.

XXIV. A. The Department acknowledges and determines that Respondent is not currently and shall not by reason of this Agreement and Determination and/or activities undertaken pursuant to this Agreement and Determination be determined to be a person responsible (or responsible party) for the disposal of hazardous wastes at the Site under applicable laws and regulations, and shall not be obligated to conduct or cause to be conducted any activities beyond those required by this Agreement and Determination.

B. Notwithstanding any other provision in this Agreement and Determination, the Department specifically reserves its right to sue Respondent for:

1. any claims arising out of any activity attributable to Conklin, its agents, and employees in performing the work required by this Agreement and Determination, which activity is the proximate cause of any damage or threat to the environment or public health at, or in the vicinity of the Site.

2. any claims arising out of the presence of hazardous waste at the Site, or the migration of hazardous waste from the Site, to the extent that such claims could, now or in the future, be brought, based on

Respondent's capacity as anything other than the holder of an option to purchase the Site.

XXV. In the event the Respondent proposes to convey the whole or any part of its ownership interest in the Site, or transfer or convey any option or leasehold interest in the Site, Respondent shall, not fewer than 60 days prior to the proposed conveyance and/or transfer, notify the Department in writing of the identity of the transferee and of the nature and date of the proposed transfer and/or conveyance and shall notify the transferee in writing, with a copy to the Department, of the existence of this Agreement and Determination.

XXVI. All written communications required by this Agreement and Determination shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

A. Communication from Respondent to the Department shall be made as follows:

1. Director, Division of Environmental  
Enforcement  
New York State Department of  
Environmental Conservation  
50 Wolf Road  
Albany, New York 12233-5500
2. Director, Division of Hazardous Waste  
Remediation  
New York State Department of  
Environmental Conservation  
50 Wolf Road  
Albany, New York 12233-7010

3. Director, Bureau of Environmental  
Exposure Investigation  
New York State Department of Health  
2 University Place  
Albany, New York 12203
4. Division of Environmental Enforcement  
Albany Field Unit  
50 Wolf Road - Room 415  
Albany, New York 12233-5501  
Attn: Frank V. Bifera, Esq.
5. NYS Department of Environmental  
Conservation  
615 Erie Boulevard West  
Syracuse, New York 13204-2400  
Attn: Tom Male

B. Communication to be made from the Department  
to the Respondent shall be made as follows:

c/o Michael P. Shanley, Esq.  
The Clinton Exchange  
4 Clinton Square  
Syracuse, New York

c/o Jack P. McBurney  
Dunn Geoscience Corporation  
299 Cherry Hill Road  
Parsippany, New Jersey 07054

c/o Bruce Kenan  
The Clinton Exchange  
4 Clinton Square  
Syracuse, New York

c/o Shanley, Sweeney & Reilly  
The Castle at Ten Thurlow Terrace  
Albany, New York 12203

XXVII. Respondent, its successors and assigns shall be bound by this Agreement and Determination. Nothing herein shall be construed to bind any other entity.

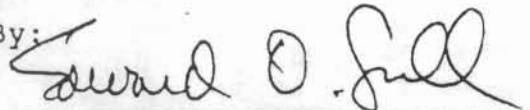
XXVIII. The terms hereof shall constitute the complete and entire Agreement and Determination between Respondent and

the Department concerning the Site. No terms, conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestions or comments by the Department regarding reports, proposals, plans, specifications, schedules or any other submittals shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Agreement and Determination.

DATED: *Albany*, New York  
*June 27*, 1989

THOMAS C. JORLING  
Commissioner  
New York State Department of  
Environmental Conservation

By:



Edward O. Sullivan  
Deputy Commissioner



## CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Agreement and Determination, waives its right to a hearing herein as provided by law with respect to the provisions of this Agreement and Determination, and agrees to be bound by this Agreement and Determination. Respondent hereby reserves its rights to a hearing as provided by law as to all matters not expressly covered by this Agreement and Determination.

CONKLIN, LTD.

By: Michael P. HanleyTitle: Vice PresidentDate: June 26, 1989

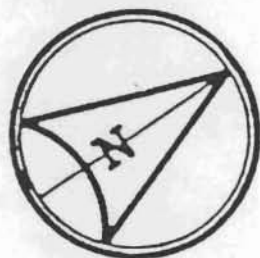
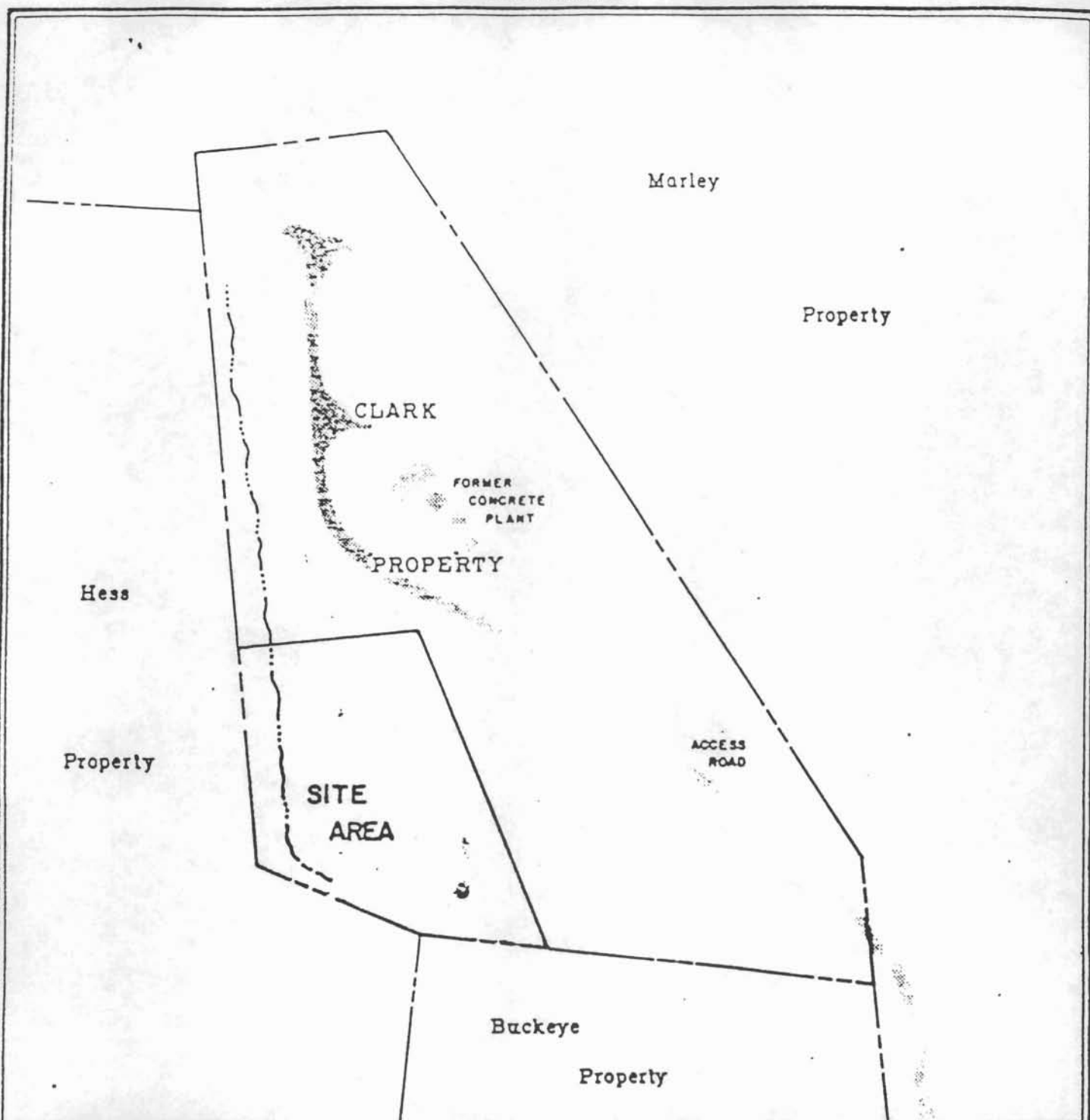
STATE OF NEW YORK )  
 ) S.S.:  
 COUNTY OF Monroe )

On this 26<sup>th</sup> day of June, 1989,  
 before me personally came Michael P. Hanley,  
 to me known, who being duly sworn, did depose and say that  
 he resides in Albany, New York;  
 that he is the Vice President of the  
 Conklin, Ltd., the corporation described in and which  
 executed the foregoing instrument; that he knew the seal of  
 said corporation; that the seal affixed to said instrument  
 was such corporate seal; that it was so affixed by the order  
 of the Board of Directors of said corporation, and that he  
 signed his name thereto by like order.

Sandra L. Anderlik  
 Notary Public

SANDRA L. ANDERLIK  
 Notary Public State of N.Y.  
 Qualified in Oncon. Co., No. 4867700  
 My Comm. Expires 8-18-90

APPENDIX A



Site of Identified VOC  
Source Area

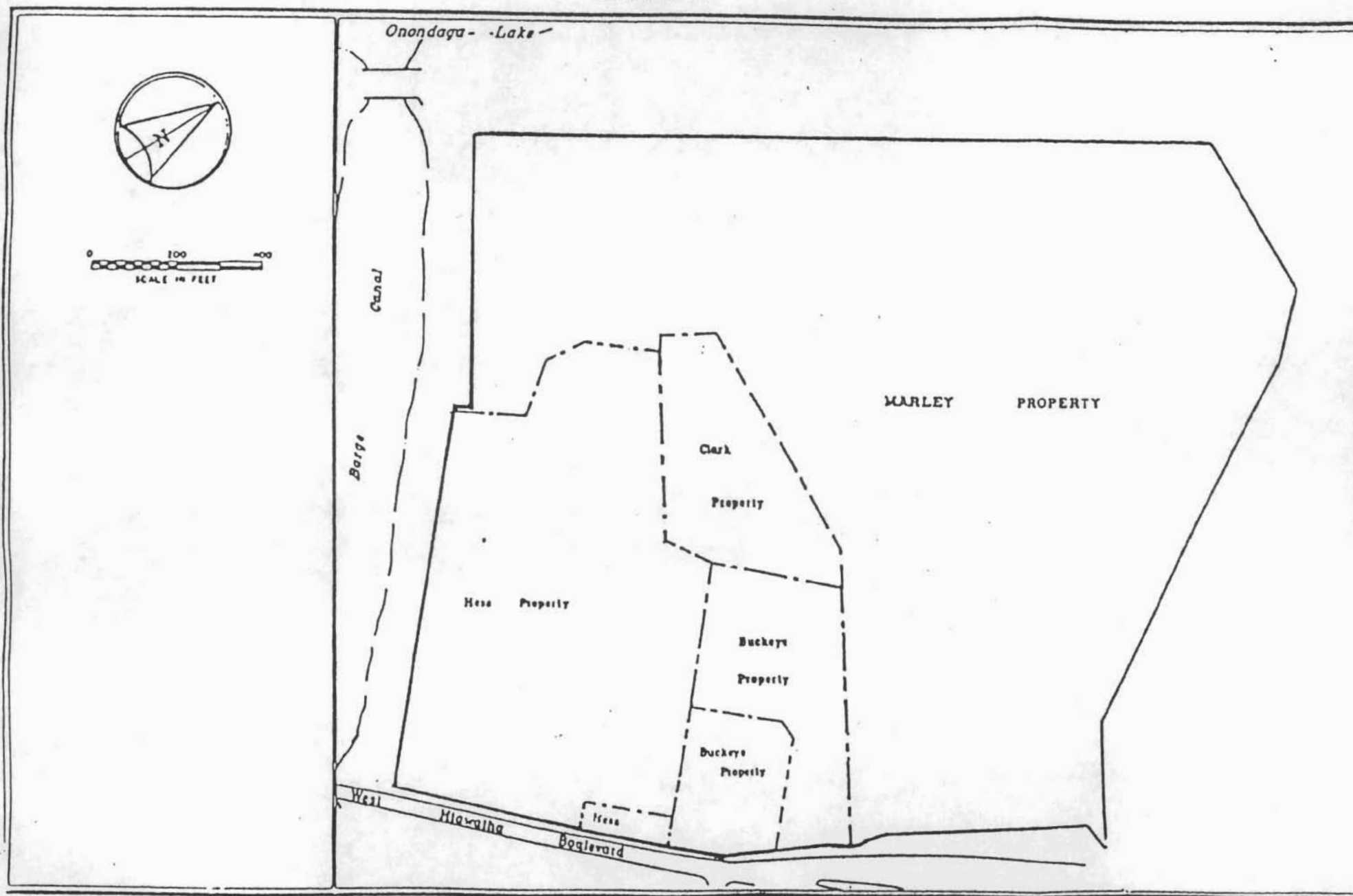
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SCALE IN FEET

**NOTES**

1987 Monitoring Wells and Soil Samples are  
taken from C.T. Mole Associates, P.C. Drawing  
NR 87-578 R, dated 11/30/87



# APPENDIX B



\* Areas in the vicinity of the site, wherever used in the Agreement and Determination, refers to those properties outlined in this Appendix by the heavy black lines.

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
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In the Matter of the  
Development and Implementation  
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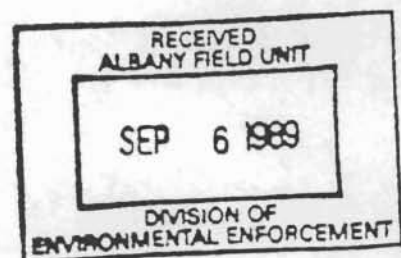
CONKLIN, LTD.  
Respondent.

APPENDIX F

VES WORK PLAN

Contents:

1. Dunn Geoscience Corporation's revised Pilot Study Work Plan for proposed Site #734048 (August 1989)
2. Letter of John P. Mcburney to Tom Male (August 31, 1989)
3. Letter of Steven P. Eidt, Sr. Sanitary Engineer, titled Carousel Center - Conklin, Ltd., Terra Vac Engineering Report, dated September 1, 1989
4. NYSDEC terms and conditions for operation of VES Work Plan dated September 1, 1989.





**DUNN**  
GEOSCIENCE CORP.

12 METRO PARK RD. •  
ALBANY, NEW YORK 12205  
518-458-1313  
FAX 518-458-2472

REVISED PILOT STUDY  
WORK PLAN  
FOR PROPOSED SITE #734048

Syracuse, New York

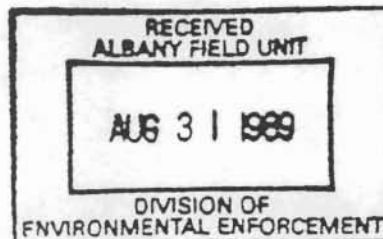
Prepared for:

SHANLEY, SWEENEY & REILLY, P.C.  
Albany, New York

Prepared by:

DUNN GEOSCIENCE CORPORATION  
Albany, New York

August 1989





**DUNN**  
GEOSCIENCE CORP.

LINCOLN CENTRE, SUITE 106 •  
299 CHERRY HILL ROAD •  
PARSIPPANY, N.J. 07054  
201 299-9001  
FAX 201 299-0021

August 31, 1989

Mr. Thomas Male  
NYS DEC

Dear Mr. Male,

This letter will summarize the operation and emissions of the air side of the Terra-Vac VES System. Terra-Vac has prepared the process monitoring plan to determine rate of removal of VOCs from the soil, capacity loading on carbon, and breakthrough monitoring to govern rate of change of carbon vessels. Terra-Vac will operate a field gas chromatograph (GC) and will use QA/QC procedures based on SW-846. To accomplish this Terra-Vac will monitor gas concentrations at the well head, prior to the primary carbon, between primary and secondary carbon, and at the stack (see Work Plan detail B) on daily basis. Vinyl chloride is the chosen indicator parameter to be particularly watched for in the stack gas (see 6/16/89 memo for TMJ to RB).

On a weekly basis a sample will be collected from the sampling port between the air-water separator and from the sampling port immediately down stream of the secondary carbon (see Work Plan detail B). These two samples will be taken to an off-site laboratory for analysis of volatile organics including:

Vinyl Chloride  
Methylene Chloride  
1,1 - Dichloroethylene  
1,1 - Dichloroethane  
1,2 - Trans-Dichloroethylene  
1,1,1 - Trichloroethane  
Trichloroethylene  
Toluene  
Ethyl Benzene  
Total Xylenes

This monitoring will assure compliance with discharge conditions as they appear in Appendix D of the Work Plan and allow collection of data regarding the removal of contaminants from the subsurface via the vapor extraction portion of the VES.

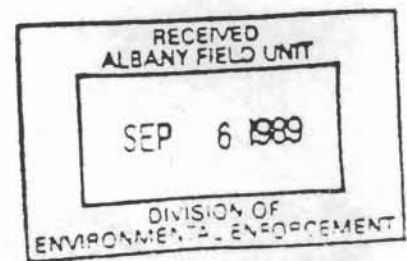
Sincerely yours,  
DUNN GEOSCIENCE CORPORATION

John P. McBurney  
Project Manager

cc: T.M. Johnson  
J.L. Duncan

JPM\8-31-1

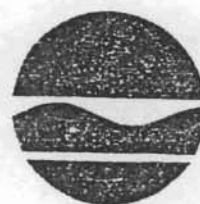
DUNN GEOSCIENCE CORPORATION





New York State Department of Environmental Conservation  
615 Erie Blvd. W., Syracuse, NY 13204-2400

Region 7 Environmental Quality Office  
(315) 426-7500



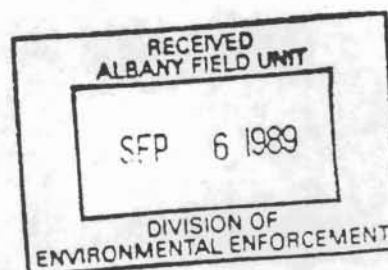
Thomas C. Jorling  
Commissioner

September 1, 1989

Dunn Geoscience Engineering Co.  
12 Metro Park Road  
Albany, NY 12205

Attn: Jeffrey L. Duncan, P.E.  
Senior Chemical Engineer

RE: CAROUSEL CENTER - CONKLIN, LTD.  
TERRA VAC ENGINEERING REPORT



Dear Mr. Duncan:

We have completed our review of the August 18, 1989 submittal. The report will be acceptable when the items addressed in this letter are agreed to by your counter signature. This letter will then become a part of the Engineering Report and the "Revised Pilot Study Work Plan for Proposed Site #734048".

Item #1 At least one (1) soil and groundwater sample must be taken before and after the Pilot test. It must be analyzed for the Target Compound List (TCL) parameters. The groundwater samples prior to treatment should be taken from monitoring well MW-2 using appropriate sampling protocol. The soil sample will be collected from below the static water table at a location between extraction wells VE-1, VE-4, and VE-5 using appropriate sampling protocols for soil.

This sampling will be done in order to determine the effectiveness of the soil clean-up via the vapor extraction system.

Item #2 The following analytical procedures shall be specified for Table 3, Monitoring Plan, Page 10 of the Engineering Report:

Parameter	Method
Napthalene	610
Phenol	604
Purgeable Halocarbon	601
Purgeable Aromatics	602

Item #3 A chart recorder shall be included with the flow monitoring device. These charts shall be available for DEC review.

Item #4 The following limits will govern the discharge of the Terra Vac system. Outfall 001 is the outfall of the Terra Vac which discharges into Onondaga Creek (Barge Canal). The exceedance of the limit for any parameter listed below shall constitute sufficient reason for the Department to order the shutdown of the system and cessation of the Pilot Study.

# 001: Torras Vac Water Discharge

Flow	Discharge		Limitations		Units	Minimum Monitoring Requirements	
	Monitor	Daily Avg.	Monitor	Daily Max.		Measurement Frequency	Sample Type
Aluminum, Total	2.0		4.0		gpd	Continuous	Recorded
Iron, Total	2.0		4.0		mg/l	2/Week	Grab
Lead, Total	NA		0.9		lbs/day	2/Week	Grab
Manganese, Total	1.0		2.0		mg/l	2/Week	Grab
Oil & Grease	NA		15		mg/l	2/Week	Grab
Benzene	5		10		ug/l	2/Week	Grab
1,1-Dichloroethane	5		10		ug/l	2/Week	Grab
Ethylbenzene	5		10		ug/l	2/Week	Grab
Methyl Tert Butyl Ether (MTBE)	2.5		5		ug/l	2/Week	Grab
Methylene Chloride	5		10		ug/l	2/Week	Grab
Naphthalene	5		10		ug/l	2/Week	Grab
Phenol, Unchlorinated	.5		NA		lbs/day	2/Week	Grab
Tetrachloroethylene	5		10		ug/l	2/Week	Grab
Toluene	5		10		ug/l	2/Week	Grab
1,2-Trans-Dichloroethylene	5		10		ug/l	2/Week	Grab
1,1,1-Trichloroethane	5		10		ug/l	2/Week	Grab
Trichloroethylene	.5		10		ug/l	2/Week	Grab
Vinyl Chloride	25		50		ug/l	2/Week	Grab
Xylene	5		10		ug/l	2/Week	Grab
Solids, Total Suspended	NA		25		mg/l	2/Week	Grab
pH (Range)	6.0 - 9.0				SU	2/Week	Grab
PCB-1016	NA		ND*		ug/l	5/Month	6-hr.comp.
PCB-1221	NA		ND*		ug/l	5/Month	6-hr.comp.
PCB-1232	NA		ND*		ug/l	5/Month	6-hr.comp.
PCB-1242	NA		ND*		ug/l	5/Month	6-hr.comp.
PCB-1248	NA		ND*		ug/l	5/Month	6-hr.comp.
PCB 1254	NA		ND*		ug/l	5/Month	6-hr.comp.
PCB 1260	NA		ND*		ug/l	5/Month	6-hr.comp.
1,2 Cis Dichloroethylene	5		10		ug/l	2/Week	Grab
Chloromethane	5		10		ug/l	2/Week	Grab
Methyl Ethyl Ketone	5		10		ug/l	2/Week	Grab
1,2 Dichloroethane	5		10		ug/l	2/Week	Grab
1,1 Dichloroethylene	5		10		ug/l	2/Week	Grab

\* - None Detectable by USEPA Method 608 (.065 ug/l).

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6861 9 C

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Dunn Geoscience Engineering Co.  
Jeffrey L. Duncan, P.E.  
September 1, 1989  
Page three

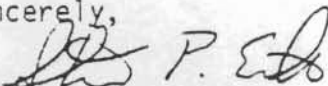
Item #5 The cover letter under which all data is submitted shall be signed by a Conklin, Ltd. corporate official and certify the data as accurate and representative.

Item #6 The samples analyzed per the requirements of this pilot test shall be unfiltered.

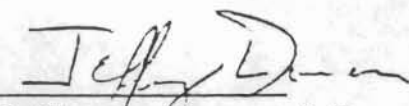
Please sign the acknowledgement line on the bottom signifying agreement to all the items addressed in this letter and their inclusion in the Engineering Report and Work Plan. One original letter should be returned to Frank Bifera, NYSDEC Division of Environmental Enforcement, Room 415, 50 Wolf Road, Albany, NY 12233-5501 and the other to the writer. This letter will be attached to the Work Plan.

Thank you for your cooperation..

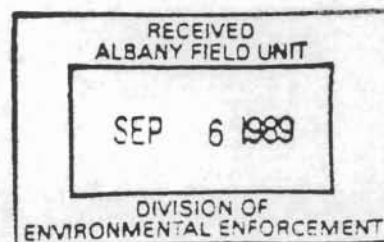
Sincerely,

  
Steven P. Eidt, P.E.  
Sr. Sanitary Engineer

Agreed to by

  
Jeffrey L. Duncan, P.E.  
N.Y.S. License No. 063006-1  
Dunn Geoscience Engineering Co., P.C.

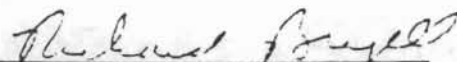
CC: F. Bifera  
M. Shanley  
R. Brazell



NYSDEC TERMS AND CONDITIONS FOR OPERATION OF VACUUM  
EXTRACTION SYSTEM ("VES") - SEPTEMBER 1, 1989

1. The Dunn Geoscience Corporation shall be Conklin, Ltd.'s agent for overall responsibility, oversight and operation of the VES at the Clark Property.
2. All communication regarding the operation of the VES shall go to Dunn Geoscience Corporation.
3. The VES shall be started only upon the issuance of a letter from the Department indicating that the VES may commence operation.
4. Unless sooner discontinued by the Department, for any reason the VES shall operate for a period of 30 days from the date of issuance of the letter commencing operation and for such additional periods as the Department may authorize.
5. The VES shall operate in full compliance with the Conklin, Ltd. Agreement and Determination (Index #A7-0163-884) the Revised Pilot Study dated August, 1989 and all terms and conditions imposed by the Department.
6. No changes, modifications, alterations or adjustments shall be made to the Terra Vac system, its components, and/or its processes without the express written consent of the Department.
7. Dunn Geoscience Corporation shall immediately cease and discontinue operation of the pilot study and/or the Vacuum Extraction System and/or any component of the study or system upon receiving notice to do so from the Department for any reason whatsoever, in the sole discretion of the Department.

Dated: September 1, 1989

  
Richard Brazell, P.E.  
Sr. Sanitary Engineer  
NYS Department of  
Environmental Conservation

Received and Accepted  
Dunn Geoscience Corporation

By: 

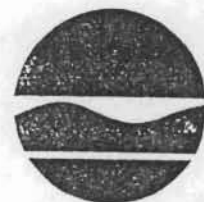
Dated: 5 Sept. 1989

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New York State Department of Environmental Conservation  
615 Erie Blvd. W., Syracuse, NY 13204-2400

Region 7 Environmental Quality Office  
(315) 426-7531



Thomas C. Jorling  
Commissioner

October 4, 1989

John P. McBurney  
Dunn Geoscience Corporation  
Lincoln Center, Suite 106  
299 Cherry Hill Road  
Parsippany, NJ 07054

Dear Mr. McBurney:

In accordance with the Agreement and Determination Index #A7-0163-88-12, effective September 6, 1989, and under the Terms and Conditions as established in Appendix F, particularly item number 6, you are authorized to make the following modifications to the TERRA-VAC Pilot Study under the following conditions:

1. Installation of a groundwater collection trench, steel sheeting containment wall, and well points between the containment wall and the Hess property line.
2. All soils which are excavated during any construction activity or related activity are to be treated as a hazardous waste. This includes removal, storage, sampling and eventual disposal.

Prior to removal of any soil from the Clark property an agreement must be in place between Conklin Ltd. and the NYSDEC to perform this activity.

All soils stored on the Clark property must be stored on plastic sheeting or an appropriate impermeable material and covered by this same material.

Measures are needed to be taken to limit volatile and particulate emissions, and prevention of runoff from these stockpiles.

3. A revised health and safety plan is to be submitted to address worker safety of those working on the Clark property as well as those workers working adjacent to Clark (Marley property).

This plan should also address decontamination procedures to be used for all vehicles working on the Clark site or entering the site for the purpose of making deliveries.



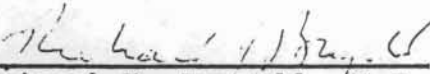
John P. McBurney  
Dunn Geoscience Corporation  
October 4, 1989

4. An air monitoring program needs to be implemented during the construction period.
5. A plan must be submitted to address surface runoff across the site during the construction period.
6. The measures undertaken pursuant to this modification will not diminish or otherwise effect Conklin's duty to perform an RI/FS under the agreement and fully define both onsite and offsite contamination.
7. This modification shall be a Term and Condition of the operation of the TERRA-VAC Pilot Study and shall be attached to appendix F of the agreement. (A7-0163-88-12)


Upon signing this agreement please resubmit to this office four copies.

If you have any questions please call me at (315) 426-7531.

Sincerely,

  
Richard J. Brazell, P.E.  
Sr. Sanitary Engineer

Dated: October 4, 1989

  
Richard J. Brazell P.E.  
Sr. Sanitary Engineer  
NYS Department of  
Environmental Conservation

Received and Accepted  
Dunn Geoscience Corporation

By: 

Dated: October 10, 1989