

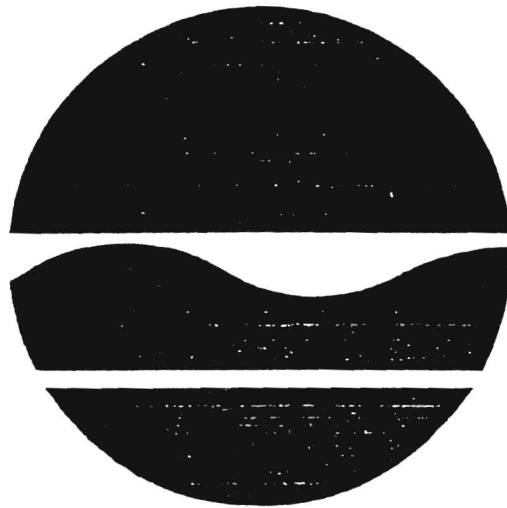
# **Clark Property**

## **Inactive Hazardous Waste Site**

**Syracuse (C), Onondaga County, New York**  
**Site No. 734048**

# **RECORD OF DECISION**

**March 1994**



**Prepared by:**

**New York State Department of Environmental Conservation**  
**Division of Hazardous Remediation**

## DECLARATION STATEMENT - RECORD OF DECISION

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Clark Property Inactive Hazardous Waste Site  
Syracuse, Onondaga County, New York  
Site No. 734048

### Statement of Purpose and Basis

The Record of Decision (ROD) presents the selected remedial action for the Clark Property inactive hazardous waste disposal site which was chosen in accordance with the New York State Environmental Conservation Law (ECL). The remedial program selected is not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan of March 8, 1990 (40CFR300).

This decision is based upon the Administrative Record of the New York State Department of Environmental Conservation (NYSDEC) for the Clark Property Inactive Hazardous Waste Site and upon public input to the Proposed Remedial Action Plan (PRAP) presented by the NYSDEC. A bibliography of the documents included as a part of the Administrative Record is included in Appendix B of the ROD.

### Assessment of the Site

Actual or threatened release of hazardous waste constituents from this site, if not addressed by implementing the response action selected in this ROD, presents a current or potential threat to public health and the environment.

### Description of Selected Remedy

Based upon the results of the Remedial Investigation/Feasibility Study (RI/FS) for the Clark Property and the criteria identified for evaluation of alternatives the NYSDEC has selected the no further action alternative. The components of the remedy are as follows:

1. The completed containment structure maintenance and monitoring.
2. Collection of leachate from the containment structure with off-site disposal.
3. Continuation of pumping and treating groundwater from the excavation site.
4. Financial assurance plan for operation and maintenance for 30 years.

New York State Department of Health Acceptance

The New York State Department of Health concurs with the remedy selected for this site as being protective of human health.

Declaration

The selected remedy is protective of human health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies, to the maximum extent practicable, and satisfies the preference for remedies that reduce toxicity, mobility, or volume as a principal element.

March 25, 1994  
Date

Ann Hill DeBarbieri  
Ann Hill DeBarbieri  
Deputy Commissioner

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## **SECTION 1: SITE LOCATION AND DESCRIPTION**

The Clark property is located adjacent to West Hiawatha Boulevard in Syracuse, NY. The property is bordered on the south by Amerada Hess Corporation property, on the east by the Buckeye property, and on the north and west by Carousel Center property. (See Figure 1)

The Clark property covers approximately 3.5 acres. Prior to construction and development of the Carousel Center, the topography was relatively flat with elevations ranging from approximately 6 to 15 feet above the City of Syracuse Datum (366 feet to 375 feet above mean sea level). The portion of the Clark property that is listed in the NYS Registry of Inactive Hazardous Waste Sites is a parcel approximately one acre in size at the southeast corner of the property (Figure 2).

## **SECTION 2: SITE HISTORY**

The broad, low area immediately southeast of Onondaga Lake was originally a salt marsh. Saline groundwater reportedly discharged to the marshes and formed salt springs. This natural feature was exploited for salt production as early as the mid 1600's. Maps dated 1892 and 1908 show that the Clark property was being used as evaporation plots for salt production.

A number of changes occurred during the period when the Clark property was used as salt plots. The original channel of Onondaga Creek which crossed the western and southeastern boundaries of the Clark property was straightened and relocated. The straightened channel was later used as part of the New York State Barge Canal System which opened in 1917.

The level of Onondaga Lake reportedly changed on two occasions during the 1800's. The lake level was intentionally lowered in 1822 by as much as 11 feet. This resulted in exposure of a wider portion of salt marsh for exploitation by the salt producers. The lake level was raised following the alteration of Onondaga Creek but reportedly did not return to its previous levels. The lake level rise enabled barges to navigate into the new channel via Onondaga Lake.

Use of this area for salt production apparently ended prior to 1910 when filling activities began. A 1928 map shows the southern half of this area as a farm lot, probably pasture, owned by Thomas Biggs. Around the turn of the century, the site began to be used for the disposal of inert hard fill. The Allied Corporation disposed of Solvay Process Company waste in this area from 1907 to 1910. Annotations on a map from 1910 indicate fill emplacement with Solvay Process Company wastes at some locations on the Clark

site. Solvay wastes are a mixture of calcium carbonate ( $\text{CaCO}_3$ ), calcium chloride ( $\text{CaCl}_2$ ), and calcium oxide ( $\text{CaO}$ ). Records reportedly indicate the Solvay wastes were disposed on this area during the periods from 1907 to 1910 and 1924 to 1930.

Mixed fill was subsequently deposited in this area to raise grade to near current conditions. The area was gradually reclaimed by hard fill operations; in some areas over 20 feet of fill were placed. The Clark property was formerly operated as a concrete batching facility and served as a construction staging area for contractors working on Interstate Route 81 improvements.

Aerial photographs show that the concrete batch plant was in operation prior to October 1951 and appears to be inoperative by March 1981.

### **SECTION 3: CURRENT STATUS**

The NYSDEC, under the State Superfund Program, initiated a Remedial Investigation/ Feasibility Study (RI/FS) in February 1990 to address the contamination at the site.

#### **3.1: Summary of the Remedial Investigation**

The purpose of the RI was to define the nature and extent of any contamination at the Clark site resulting from previous activities at the Clark property.

In the initial stages of the Carousel Mall project numerous consultants performed investigations on the Clark property. Soil borings were conducted by Parrott-Wolff, Inc. under the direction of John P. Stopen Engineering Partnership in late 1987.

JEB Consultants began an environmental investigation of the Clark property in late 1987. Five soil borings were performed with the subsequent installation of five monitoring wells. JEB also collected groundwater samples and surface water samples from the Barge Canal.

Target Environmental Services, Inc., conducted a soil gas survey of the Clark and Buckeye properties in early November 1987 for JEB Consultants. Soil gas samples were obtained at 71 locations, 40 pertaining to the Clark property.

Dunn Geoscience Corporation conducted a subsurface investigation of the Clark property in 1988 prior to the listing of the Clark site on the Registry of Inactive Hazardous Waste Sites. Following the approval of the Remedial Investigation work plan in February 1990, Dunn Geoscience conducted a formal Remedial Investigation (RI).

For more detailed information regarding the Remedial Investigation refer to the Report on Hydrogeologic Conditions at the Clark property dated September 1988 and the Supplemental Remedial Investigation Report Site #734048 dated November 1990.

As a result of the analytical results from the Report on Hydrogeologic Conditions at the Clark property, a work plan was prepared for a Supplemental Remedial Investigation.

This investigation was conducted to define the areal and vertical extent of impacted soil and groundwater, identify upward groundwater hydraulic gradient, evaluate ambient air quality, provide supporting documentation regarding existing slurry wall, collect additional groundwater and soil samples, identify potential routes of contaminant transport, and analyze subsurface soil samples for the inorganic portion of the Target Compound List.

The bedrock underlying the Clark property is the Vernon formation, however, borings in excess of 200 feet did not encounter bedrock, but did confirm the presence of a thick sequence of glacial sediments overlying bedrock.

The general soil stratigraphy at the site consists of man-emplaced fill material overlying a naturally occurring sequence of glacial lake (glaciolacustrine) and post-glacial lake and marsh deposits.

The Clark property is located in a large groundwater discharge area. Local and Regional groundwater flow is toward Onondaga Lake, the Barge Canal and its major tributaries.

Locally, the flow of groundwater at the Clark property has been altered by the installation of a permanent slurry wall (Figure 3).

The sand and gravels which occur deep beneath the Clark property (i.e., in excess of 150 feet below grade) form a buried aquifer of unknown areal extent. Wells tapping this horizon reportedly flow, indicating upward flow gradients and artesian conditions. Groundwater from this permeable zone is reportedly saline and is not usable for water supply.

The results of the Remedial Investigation Program identified a contaminated plume consisting of the following products: trichloroethene and associated degradation products (e.g., 1,1-dichloroethene, trans-1,2-dichloroethene and vinyl chloride), toluene, 1,1,1-trichloroethane and associated degradation product (e.g., 1,1-dichloroethane) and acetone. Trichloroethene ranged from 0.24 ppm (parts per million) to non-detectable, toluene from 0.17 ppm to non-detectable, 1,1,1-trichloroethane from 0.03 ppm to non-detectable, and acetone from 11 ppm to non-detectable. These compounds are referred to as the contaminants of concern.



During the Supplemental RI, the lateral and vertical extent of contamination was defined by a series of shallow and deep soil borings from which soil samples were collected and analyzed. Monitoring wells with screens set within the low permeability glaciolacustrine silt and clay provided groundwater samples from beneath the contamination plume to determine vertical extent of groundwater contamination. Analytical results showed that only very low concentrations of a few volatile organic compounds (VOCs) were present indicating that the glaciolacustrine materials effectively mitigated vertical migration of contaminants and the groundwater quality within these materials has not been significantly impacted. Concentrations in soil samples from shallow (0-14 feet) soil borings ranged from 630 ppm (parts per million) to 120 ppm for trichloroethene, 430 ppm to 10 ppm for toluene, 160 ppm to 30 ppm for 1,1,1-trichloroethane, and 11 ppm to 2 ppm for acetone. Deep (18-36 feet) soil borings ranged from 0.7 ppm to non-detectable for trichloroethene, 0.6 ppm to non-detectable for toluene, 0.07 ppm to non-detectable for 1,1,1-trichloroethane, and 0.08 ppm to non-detectable for acetone. (Groundwater beneath the foundation at the Clark property is contained, and managed, as necessary, by an underdrain system approved by the NYSDEC).

Both soil borings and monitoring wells were installed on adjacent portions of the Buckeye and Hess properties during the Supplemental RI. Results indicated that only small adjacent portions of these properties were impacted by the Clark site VOCs. Air monitoring conducted during the Supplemental RI indicated that the site was not adversely impacting air quality.

### **3.2: Interim Remedial Measures:**

Interim Remedial Measures (IRMs) were conducted at the site based on findings as the RI progressed. An IRM is implemented when a source of contamination or exposure pathway can be effectively addressed before completion of the RI/FS.

Results from the RI indicated that the extent of contamination was limited to the southeast corner of the Clark site and the immediately adjacent portions of Buckeye and Hess. Based on these results, a remedial program was developed and an Interim Remedial Measure (IRM) was implemented at the Clark site to excavate and remove the contaminant source (i.e., impacted soil). Excavated soil (60,000 cubic yards) has been removed to a nearby double-lined containment structure with a composite (High Density Polyethylene/Asphalt) cover. Groundwater continues to be pumped from the excavated area and treated at the existing water treatment system to NYSDEC-established limits in the SPDES permit prior to discharge. Groundwater in the soil below the maximum depth of

excavation is hydraulically isolated from surrounding areas by a slurry wall which intersects the underside of the mall foundation at its waterproofing HDPE membrane. All IRM activities were conducted with the approval and oversight of the NYSDEC.

### 3.3: Summary of Human Exposure Pathways:

The measures implemented during the IRM have removed the source of contamination from the Clark site to a containment structure 800 feet to the west. The measures have eliminated previous contaminant migration pathways and potential exposure routes.

### 3.4: Summary of Environmental Exposure Pathways:

No fish and wildlife resources are currently at risk. Problems with contaminated groundwater and any other environmental exposure have been eliminated for the following reasons:

1. Contaminated soils have been removed from the uncontrolled site and placed in a lined, capped, and monitored area.
2. Potentially contaminated groundwater has been contained and is being and will continue to be treated as necessary.

## SECTION 4: ENFORCEMENT STATUS

The NYSDEC and Conklin Ltd. entered into a Consent Order on 9/6/89. The Order obligates Conklin Ltd. to implement an RI/FS remedial program. Upon issuance of the Record of Decision Conklin Ltd. will put in place an Operation and Maintenance program approved by the NYSDEC for 30 years.

The following is the chronological enforcement history of this site.

<u>Date</u>	<u>Index No.</u>
-------------	------------------

9/6/89	#A7-0163-88-12
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Implementation of a remedial program and authorization to commence a pilot study utilizing a vacuum extraction system to remediate the site.

5/25/90	#A7-0224-90-02
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Implementation of an Interim Remedial Measure as defined in the "IRM Approved Work Plan".

<u>Date</u>	<u>Index No.</u>
-------------	------------------

6/26/90 #A7-2228-90-04

Irregularities with the operation of the modified water treatment system at the Clark site. Set up a monitoring fund.

The entire project is being financed by the developer, Conklin Ltd. The Order on Consent dated June 26, 1990, required that Conklin Ltd. pay a civil penalty of \$55,000, reimburse the Department \$20,000 for expenses associated with implementation of the Order and to establish a fund to pay for an Environmental monitor.

## **SECTION 5: SUMMARY OF REMEDIATION GOALS**

Goals for the remedial program have been established through the remedy selection process stated in 6NYCRR 375-1.10. These goals are established under the guideline of meeting all standards, criteria, and guidance (SCGs) and protecting human health and the environment.

At a minimum, the remedy that has been selected will eliminate or mitigate all identified significant threats to the public health and to the environment presented by the contamination at the site through the proper application of scientific and engineering principles.

The goals selected for this site are:

- Eliminate the threat to surface waters by eliminating any future contaminated surface run-off from the contaminated soils on site.
- Eliminate the potential for direct human or animal contact with the contaminated soils on site.
- Mitigate the impacts of contaminated groundwater to the environment.
- Prevent, <sup>\*</sup>to the extent practicable, <sup>\*</sup>migration of contaminants in the containment structure to groundwater.

## **SECTION 6: SUMMARY OF THE EVALUATION OF ALTERNATIVES**

Potential remedial alternatives for the Clark Property site were identified, screened and evaluated in a Feasibility Study. This evaluation is presented in the report entitled Feasibility Study Site No. 734048, February, 1994. A summary of the detailed analysis follows.

### **6.1: Description of Alternatives**



The potential remedies are intended to address the contaminated soil and potential contamination in groundwater at the remedial excavation area.

**Alternative No. 1: No Further Action**

Present Worth: \$ 290,380.00  
Capital Cost: \$ 0  
Avg. Annual O&M: \$ 12,065.00

This alternative consists of the activities completed during the IRM. Groundwater management would continue and the existing water treatment system would continue to operate under the existing DEC permit. Groundwater monitoring surrounding the structure would be performed in accordance with the proposed Operation and Maintenance Manual. Leachate from the containment structure would be collected and disposed of at an approved offsite facility. This alternative is evaluated as a procedural requirement and as a basis for comparison.

**Alternative No. 2: Groundwater Management/Leachate Management, VES Soil Treatment with Completed Interim Remedial Measures**

Present Worth: \$19,504,550.00  
Capital Cost: \$19,156,280.00  
Avg. Annual O&M: \$ 14,715.00

This alternative calls for soils in the containment structure to be treated by an in-situ vacuum extraction system (VES) in order to remove VOCs from the soil. The VES air stream would be treated on-site by vapor phase carbon adsorption. Groundwater and leachate management would be the same as presented in Alternative No. 1.

**Alternative No. 3: Excavation, Structure, Removal, Off-Site Disposal of Soils**

Present Worth: \$ 39,316,790.00  
Capital Cost: \$ 39,197,300.00  
Avg. Annual O&M: \$ 4,900.00

Contaminated soils and liner materials would be excavated and shipped offsite for stabilization and disposal at a permitted commercial landfill. In addition to liner materials, twelve inches of clean underlying soil would be excavated and also shipped offsite for disposal to assure that no Clark contaminants remain. The purposes of stabilization treatment would be to assure that soils comply with applicable restrictions on land disposal of liquids (Paint Filter Test criteria) and the Toxicity Characteristic Leaching Procedure (TCLP). The existing leachate management system would continue to operate during excavation and removal activities but would eventually be eliminated.

#### Alternative No. 4: Excavation, Structure Removal, Off-Site Thermal Treatment of Soils

Present Worth: \$156,569,496.00  
Capital Cost: \$156,330,900.00  
Avg. Annual O&M \$ 4,000.00

This alternative consists of excavating all materials in the Containment Structure, transporting the contaminated soils to a thermal treatment facility, and incinerating 100 percent of the contaminants. Groundwater management of the remedial excavation area would continue under DEC permit. The existing leachate management system would continue to operate during excavation and removal activities but would eventually be eliminated.

#### 6.2 Evaluation of Remedial Alternatives

The criteria used to compare the potential remedial alternatives are defined in the regulation that directs the remediation of inactive hazardous waste sites in New York State (6NYCRR Part 375). For each of the criteria, a brief description is provided followed by an evaluation of the alternatives against that criterion. A detailed discussion of the evaluation criteria and comparative analysis is contained in the Feasibility Study.

1. Compliance with New York State Standards, Criteria, and Guidance (SCGs). Compliance with SCGs addresses whether or not a remedy will meet applicable environmental laws, regulations, standards, and guidance.

Alternatives No. 1-4 all can be implemented to comply with the associated SCGs.

2. Protection of Human Health and the Environment. This criterion is an overall evaluation of the health and environmental impacts to assess whether each alternative is protective.

Alternative Nos. 2-4 all involve some disturbance to the cap and all pose some risk to health and the environment.

Alternatives No. 1 may pose an environmental risk in the event of a failure to the containment cell. But as the reports show, the soils surrounding this site possess such a low permeability that any leakage would be detected by the monitoring system prior to any harm to the environment.

It has also been shown that the presence of an upward gradient within the water table would limit the ability of contaminants leaking (due to failure) from the cell to migrate from the site.



3. Short-term Effectiveness. The potential short-term adverse impacts of the remedial action upon the community, the workers, and the environment during the construction and implementation are evaluated. The length of time needed to achieve the remedial objectives is also estimated and compared with the other alternatives.

Alternative Nos. 1 and 2 have little short-term impact since the construction of the containment cell has already taken place. Alternative Nos. 2-4 would produce air emissions from the activities involving opening the cell and continuing impacts from traffic, dust, and noise due to treatment or removal activities.

4. Long-term Effectiveness and Permanence. This criterion evaluates the long-term effectiveness of alternatives after implementation of the response actions. If wastes or treated residuals remain on site after the selected remedy has been implemented, the following items are evaluated: 1) the magnitude of the remaining risks, 2) the adequacy of the controls intended to limit the risk, and 3) the reliability of these controls.

Alternative Nos. 1 and 2 would leave contaminated soils on site in the containment cell. While residuals pose a continuing environmental risk that risk is low considering the facts as presented in item #2 of this Section (7-2). Adequate and reliable controls are also proposed for Alternative Nos. 1 and 2 through monitoring and an operation and maintenance plan.

Alternative No. 2 has increased health and environmental risks due to emissions from treatment and handling requirements. Alternative No. 2 with the VES (Vapor Extraction System) has not been shown in previous treatability tests on this site to be effective in removing contaminants due to tight fine grained soils.

5. Reduction of Toxicity, Mobility or Volume. Preference is given to alternatives that permanently and significantly reduce the toxicity, mobility or volume of the contaminated soils at the site.

Alternative Nos. 1 and 2 reduce the mobility of the contaminants but do not reduce toxicity.

Alternative Nos. 3 and 4 would reduce volume and toxicity by removing contaminants from the site.

6. Implementability. The technical and administrative feasibility of implementing each alternative is evaluated. Technically, this includes the difficulties associated with the construction, the reliability of the technology, and the ability to monitor the effectiveness of the remedy. Administratively, the availability of

the necessary personnel and material is evaluated along with potential difficulties in obtaining specific operating approvals, access for construction, etc.

While all alternatives are implementable Alternative Nos. 2-4 have problems with the technical or administrative ability to deal with 60,000 cubic yards of contaminated soil. Alternative No. 2 does not respond well to the previously described VES system. It would also be difficult to work with the uncapped containment structure during offsite removal as required in Alternative Nos. 3 and 4.

7. Cost. Capital and operation and maintenance costs are estimated for each alternative and compared on a present worth basis. Although cost is the last balancing criterion evaluated, where two or more alternatives have met the requirements of the remaining criteria, cost effectiveness can be used as the basis for the final decision.

Alternative No. 1 is the least expensive alternative that will be protective of human health and the environment.

#### SECTION 7: SUMMARY OF THE SELECTED REMEDY

Based upon the results of the RI/FS, and the evaluation presented in Section 6, the NYSDEC is selecting Alternative No. 1, No Further Action, with a financial assurance plan to carry out the approved Operation and Maintenance Plan as the selected remedy for this site.

This selection is based upon the fact that Alternative Nos. 1-4 all can be implemented to comply with the associated SCGs. However, Alternative Nos. 2-4 all involve disturbance to the cap and all pose some risk to human health and the environment.

Alternative No. 1 has a present-worth value of \$290,380.00.

Alternative No. 1 is continued groundwater management from the excavated portion of the site pursuant to the existing DEC permit along with management of leachate from the containment structure. The groundwater from the excavated portion of the site is collected and transported to a NYSDEC approved treatment facility located adjacent to the Carousel Center site and operated pursuant to a DEC permit. Any leachate from the containment cell will be shipped to an approved disposal facility off-site.

This alternative calls for site monitoring, installation of monitoring wells and implementation of the Operation and Maintenance Plan for the containment structure.

The institutional controls will require the establishment of an Operation and Maintenance trust fund and the completion of closure and post-closure requirements. The exact cost estimate and details of the financial assurance agreement are currently being reviewed and should be finalized shortly.

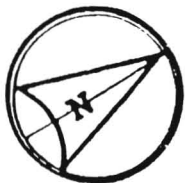
#### **SECTION 8: HIGHLIGHTS OF COMMUNITY PARTICIPATION**

In the summer of 1989 public comment was requested on the Consent Agreement for the RI/FS. The Regional DEC office was also identified as the depository for all documents on the Clark Property project in 1989. Public comment was sought on the IRM proposal in March of 1990. An Action Plan for the adjacent Marley Property was provided to the public in a press release in August 1990. Group meetings were also held in 1990 with representatives of local labor unions working on the mall adjacent to the Clark Property site. The public meetings on the Proposed Remedial Action Plan (PRAP) were held on February 22, 1994. There was no public comment on the PRAP received at the meeting or during the comment period.









0 200 400  
SCALE IN FEET

#### LEGEND

- Property line
- Approximate location of old Onondaga Creek Channel

#### NOTES

1987 Monitoring Wells and property line locations are taken from C.T. Mole Associates, PC Drawing No. 87-575R, dated 8/30/87. Approximate location of old Onondaga Creek channel from map provided by J.A. Group, Landscape Architecture & Engineering, PC.

**DUNN GEOSCIENTIFIC CORPORATION**  
12 Helen Park Road  
Albany, NY 12205

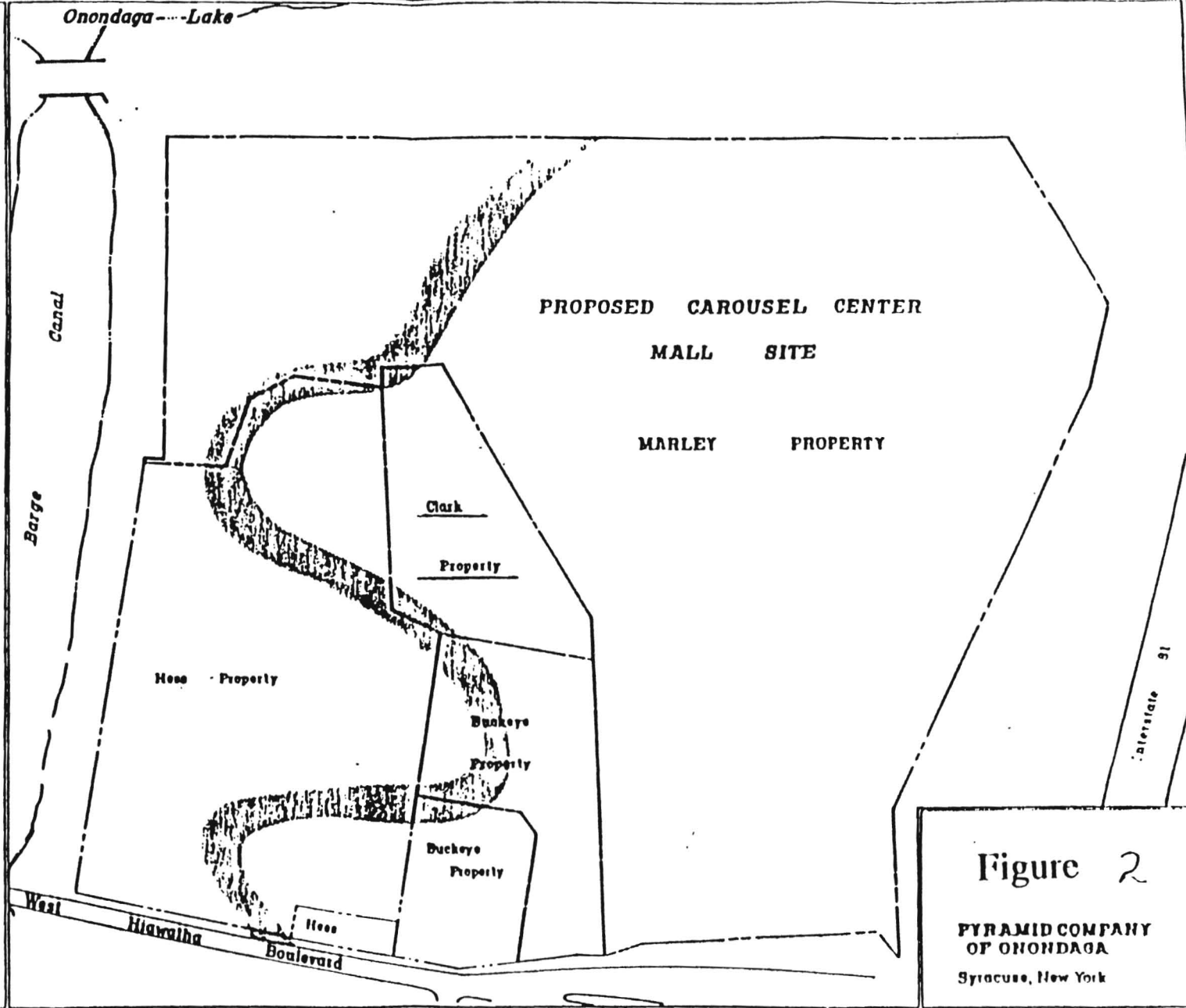


Figure 2

**PYRAMID COMPANY  
OF ONONDAGA**  
Syracuse, New York

1. LOCATIONS OF THE CONTAINMENT STRUCTURE BOUNDARIES & MONITORING WELLS ARE APPROXIMATE
2. LOCATIONS OF THE CLARK PROPERTY & MWT'S DISCHARGE LINES AS WELL AS OTHER UNDERGROUND UTILITIES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
3. THIS MAP SHOULD NOT BE USED FOR DESIGN PURPOSES.

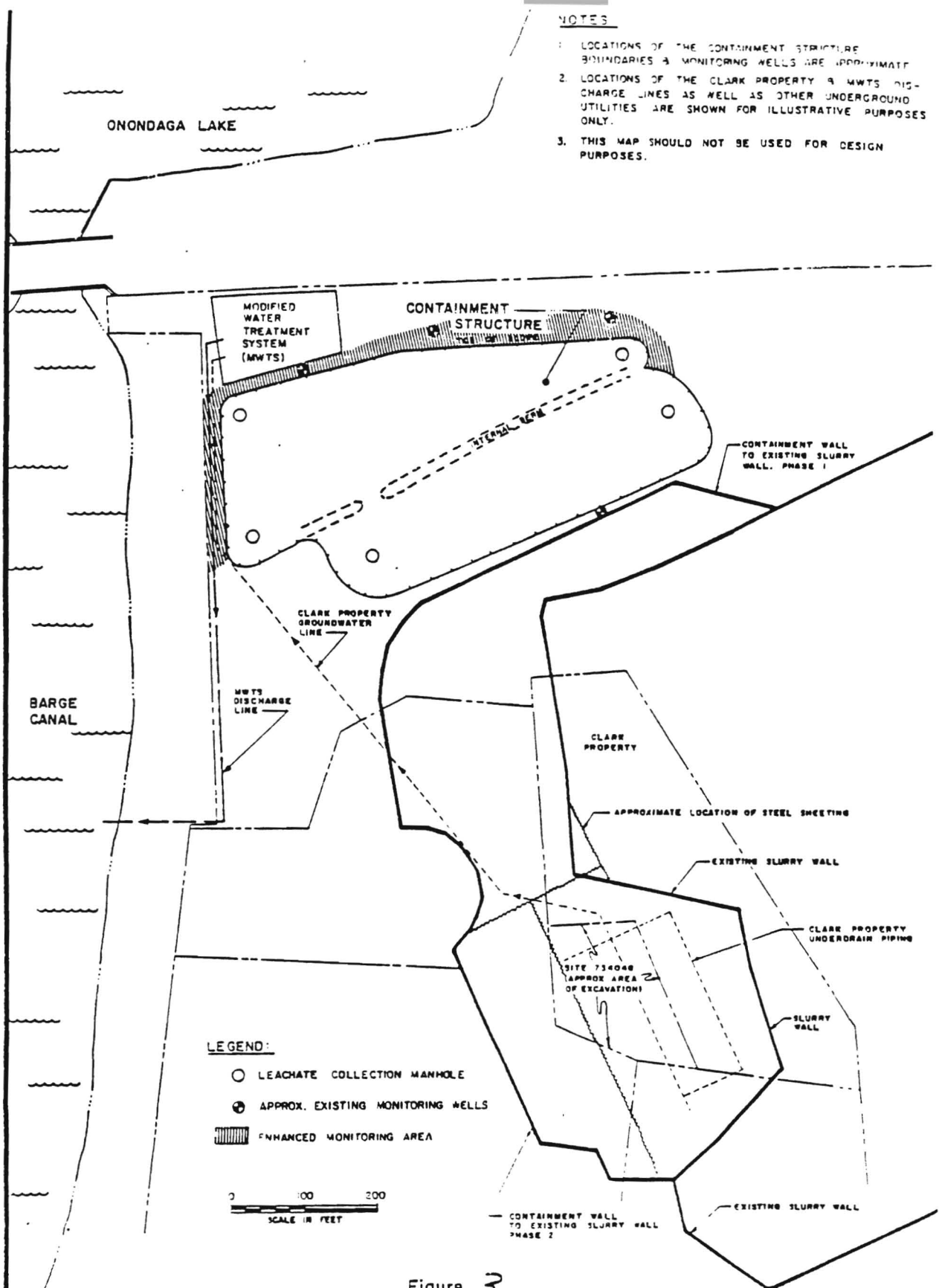


Figure 3

CONKLIN LIMITED, INC.

CLARK SITE - SYRACUSE, N.Y.  
REMEDIAL ALTERNATIVE MAP THREE  
TREATMENT, ADDITIONAL MONITORING & IRM





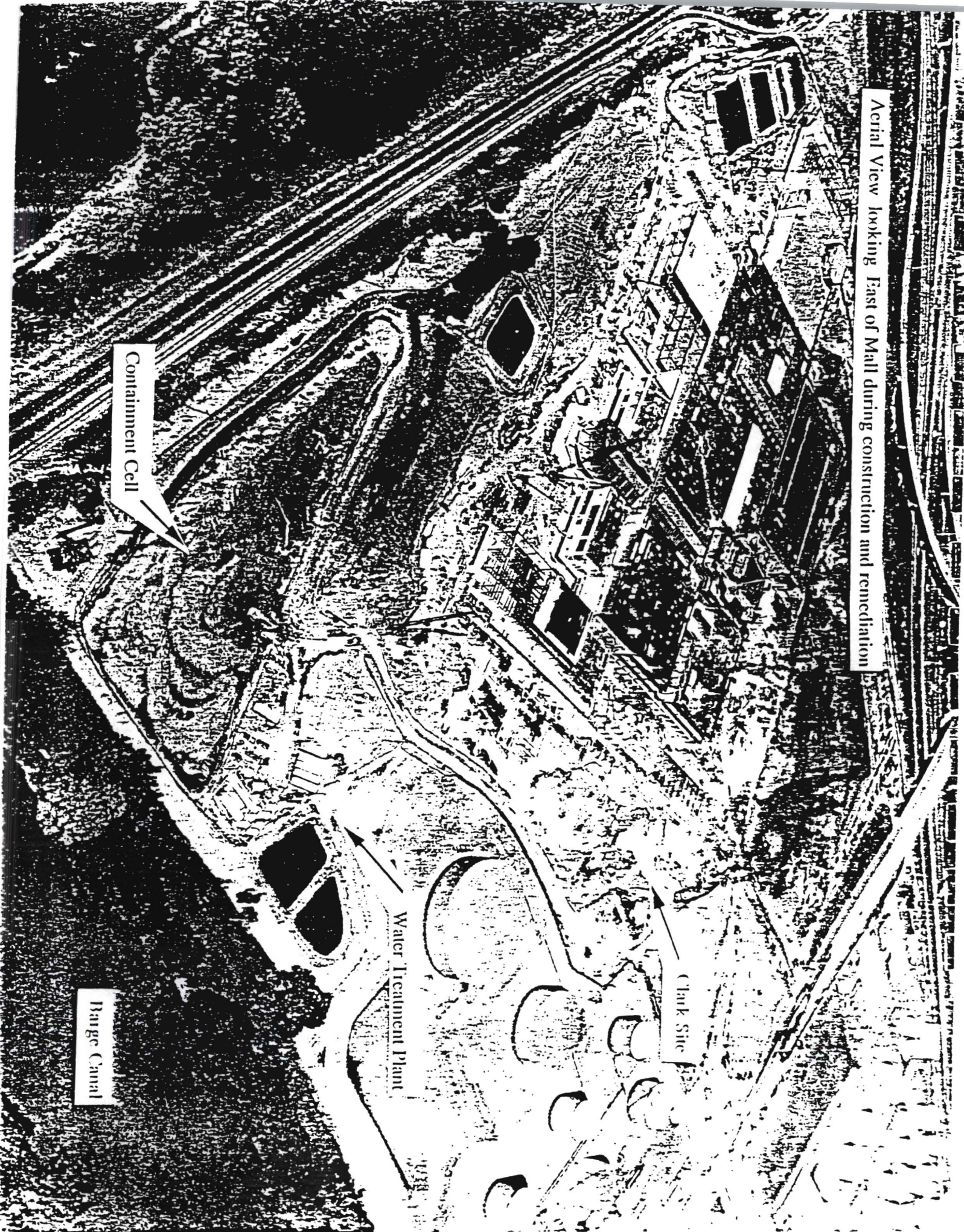
Aerial View looking East of Mall during construction and remediation

Containment Cell

Clark Site

Water Treatment Plant

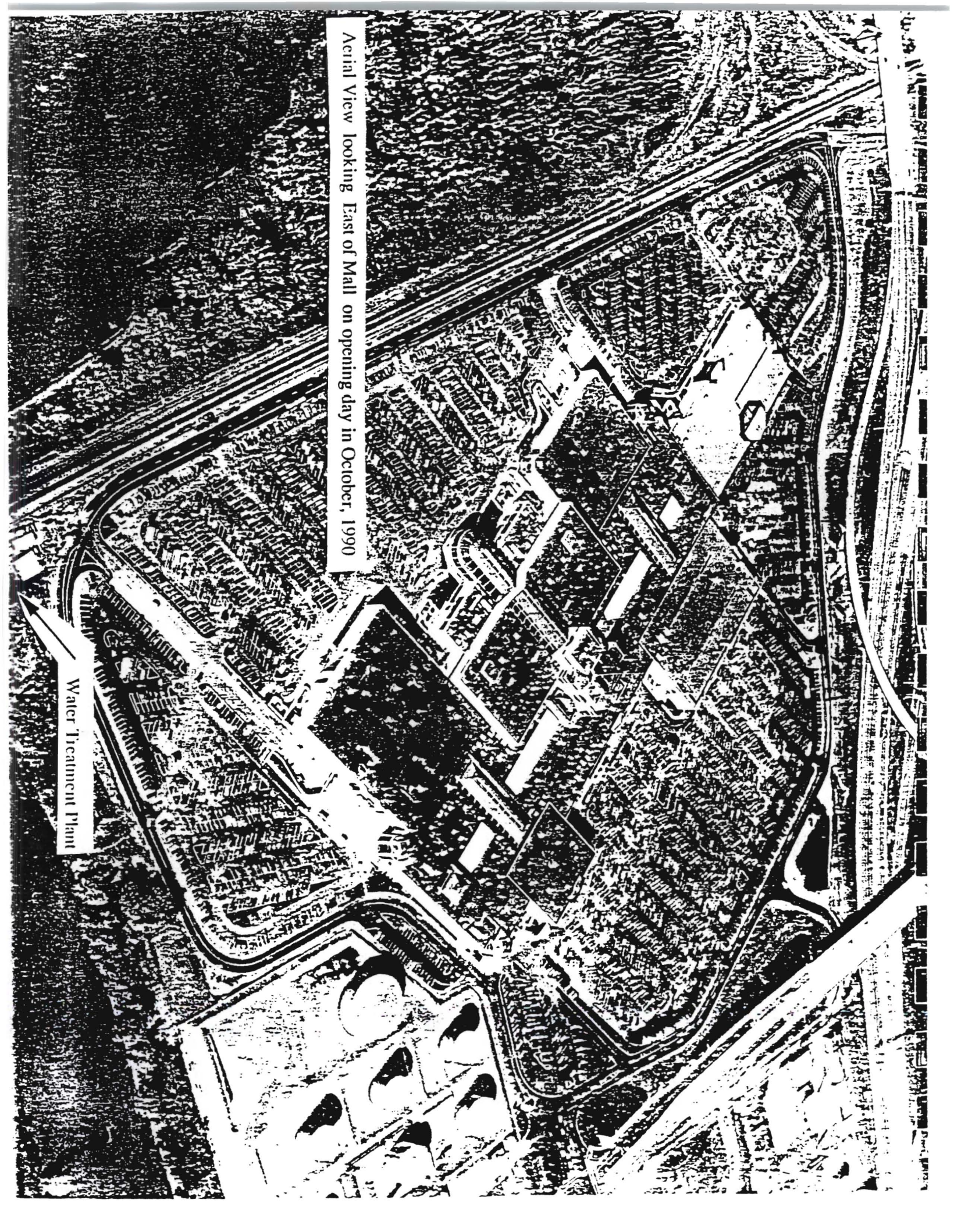
Barge Canal





Aerial View Looking East of Mall on opening day in October, 1990

Water Treatment Plant





## Appendix A: Administrative Record

1. "RI Elements for NYSDEC Proposed Site #734048", Syracuse, NY  
By: Dunn Geoscience Corporation  
Dated: April 1989
2. "Supplemental Remedial Investigation Work Plan for Clark Property", Syracuse, NY  
By: Dunn Geoscience Corporation
3. "Revised Pilot Study Work Plan for Proposed Site #734048", Syracuse, NY  
By: Dunn Geoscience Corporation  
Dated: August 1989
4. "Supplemental Remedial Investigation Report Site #734048", Syracuse, NY, 2 Volumes  
By: Dunn Geoscience Corporation  
Dated: November 1990
5. "Interim Remedial Measure Report Site #734048", Syracuse, NY  
5 Volumes  
By: Dunn Geoscience Corporation  
Dated: November 1990
6. "Final Feasibility Study Site #734048", Syracuse, NY  
By: Dunn Geoscience Corporation  
Dated: April 1991 - Revised: February 1994
7. "Operation and Maintenance Manual for the Containment Structure Site #734048", Syracuse, NY  
By: O'Brien and Gere Engineers, Inc.  
Dated: May 1993
8. "Supplemental Draft Environmental Impact Statement for Carousel Center", Syracuse, NY  
By: The Pyramid Company of Onondaga  
Dated: December 1987
9. "Hydrogeologic Conditions at the Clark Property"  
By: Dunn Geoscience Corporation  
Dated: September 1988
10. "Data Validation Summary in Support of the Report on Hydrogeologic Conditions at the Clark Property", Syracuse, NY  
By: Dunn Geoscience Corporation  
Dated: September 1988
11. "Engineering Report Water Treatment Facility, Clark Property", Syracuse, NY  
By: Dunn Geoscience Corporation  
Dated: November 1989

12. "Conceptual Contingency, Maintenance and Monitoring Plan Site #734048", Syracuse, NY  
By: Dunn Geoscience Corporation  
Dated: September 1991
13. Order on Consent, Index #A7-0163-88-12  
(RI and VES pilot study), September 6, 1989
14. Order on Consent, Index #A7-0224-90-02  
(IRM), May 25, 1990
15. Order on Consent, Index #A7-2228-90-04  
(Operation for the water treatment system), June 26, 1990
16. Memo to J. P. McBurney from Mark E. Falerios; Subject:  
Clark Property Air Monitoring and Risk Assessment  
Dated: May 26, 1989
17. Memo to Richard Brazell from Ajay Shroff; Subject: Clark  
Site Cleanup Goals  
Dated: May 22, 1990
18. Letter to Michael Shanley, Esq., from Richard Brazell;  
Subject: Excavation and Removal of Contaminated Soil  
Dated: June 17, 1991
19. Memo to Richard Brazell from Paul Carella; Subject: Clark  
Site - No Fish or Wildlife Impacts  
Dated: January 11, 1991
20. Letter to Michael P. Shanley, Esq., et. al., from Richard  
Brazell; Subject: Approval of the Remedial Investigation  
for the Clark Site  
Dated: January 14, 1991
21. Letter to Shanley, Sweeney and Reilly from Richard Brazell;  
Subject: Clark Site - Approval of Interim Remedial Measure  
Dated: May 1, 1991
22. Letter to Charles Branagh from Richard Fedigan; Subject:  
NYSDOH Concurrence with Remedial Alternative Selected in the  
Feasibility Study  
Dated: February 11, 1993
23. Letter to Michael O'Toole from G. Anders Carlson; Subject:  
PRAP Concurrence of NYSDOH  
Dated: February 7, 1994
24. Letter to Gregory Faucher from Charles Branagh; Subject:  
Approval of Feasibility Study  
Dated February 24, 1994



25. Letter to Gregory Faucher from Charles Branagh; Subject:  
Approval of Operation and Maintenance Plan  
Dated: February 24, 1994
26. Chronology of Events from 1989 to 1994 on remediation of the  
Clark Site, issues on the Marley Property, Carousel Mall  
construction, and public involvement activities.
27. New York State Department of Environmental Conservation,  
Division of Hazardous Waste Remediation Technical and  
Administration Guidance Manual, 4000-4046
28. New York State Environmental Conservation Law  
6 NYCRR Part 375, May 1992
29. National Oil and Hazardous Substance Pollution Contingency  
Plan  
40 CFR Part 300, 1990

New York State Department of Environmental Conservation  
Division of Environmental Enforcement  
50 Wolf Road  
Room 400  
Albany, New York 12233-5550


Telephone (518) 457-7821  
Fax: (518) 457-7819



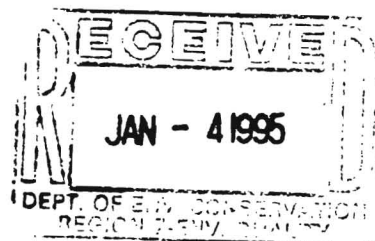
Langdon Marsh  
Commissioner

## MEMORANDUM

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TO: Charlie Branagh  
FROM: Bill Little   
RE: Clark Property/Pyramid Mall, Syracuse (#734048)  
DATE: January 3, 1995

Attached, please find a copy of the final Escrow Agreement for the "Clark property" site. It was signed by Marc Gerstman on December 30, 1994. The original is maintained on file with Elissa Armater in DEE. Thanks for your assistance in this matter.



ESCROW AGREEMENT

This Escrow Agreement ("Agreement") made this 27<sup>TH</sup> day of DECEMBER, 1994, among Pyramid Company of Onondaga, having an office at The Clinton Exchange, Syracuse, New York 13202 ("Pyramid"), the New York State Department of Environmental Conservation, having its principal office at 50 Wolf Road, Albany, New York 12233 ("DEC"), and Shanley, Sweeney and Reilly, <sup>P.C.</sup> Attorneys at Law, having an office at 10 Thurlow Terrace, Albany, New York, 12203 ("Escrow Agent").

WHEREAS, O'Brien & Gere Engineers, Inc. has prepared an Operation and Maintenance Manual ("Manual") for a containment structure (the "Containment Structure") in connection with the remediation of Inactive Hazardous Waste Site No. 734048 (the "Clark Site") located in Syracuse, New York; a copy of the Manual which has been approved by DEC is annexed hereto as Exhibit A; and

WHEREAS, Pyramid and DEC agree to the establishment of an Escrow Fund (as hereinafter defined) as security for the monitoring, operation and maintenance of the Containment Structure pursuant to the Manual;

NOW, THEREFORE, Pyramid and DEC agree that the Escrow Fund shall be established and operated as follows:

1. Appointment of Escrow Agent. Pyramid hereby constitutes and appoints Shanley, Sweeney and Reilly, <sup>P.C.</sup> as Escrow Agent, and Shanley, Sweeney and Reilly, <sup>P.C.</sup> agrees, subject to and upon the terms and conditions set forth in Exhibit B, to assume and perform the duties of Escrow Agent. In the event Escrow Agent elects to terminate its duties and responsibilities hereunder, it shall give written notice thereof to Pyramid specifying a date, which shall be not less than 180 days from the date of such notice, upon which the appointment of the Escrow Agent shall terminate. Pyramid shall appoint a substitute Escrow Agent within sixty (60) days of such written notice, with the Department's approval, which shall not be unreasonably withheld.

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2. Establishment of Escrow Fund. There is to be established with the Escrow Agent an escrow fund to be designated as the "Pyramid Company of Onondaga, Clark Site, Syracuse (New York) Escrow Fund" and referred to herein as the "Escrow Fund." On or before February 15, 1995, Pyramid shall deposit with Escrow Agent the sum of Two Hundred Fifty-Two Thousand One Hundred Eighty-Five and 75/100 Dollars (\$252,185.75) for the establishment of the Escrow Fund, to be held and disbursed as set forth in this Agreement. The Escrow Fund shall be established and held by Escrow Agent in an interest bearing account maintained in Albany, New York, in a bank authorized to do business in the State of New York.

3. Maintenance of Escrow Fund. The Escrow Fund is established to assure that the amounts set forth in Table 1, allocated hereto and made a part of the Agreement, are available to perform the monitoring, operation and maintenance of the Containment Structure as provided in the Manual. The Escrow Fund shall be the source of reimbursement to Pyramid as set forth in this Agreement.

All interest income earned and received from the deposit of the Escrow Fund shall be added to the Escrow Fund and shall be credited to the Escrow Fund not less frequently than quarterly.

(a) Reimbursements to Pyramid. Once each year, within thirty (30) days after the anniversary date of this Agreement, Pyramid shall submit to Escrow Agent a written statement setting forth that it has fulfilled its obligations pursuant to the Manual for that year and shall send a copy of such statement to the Department. Unless the Department notifies the Escrow Agent, in writing, within twenty (20) days of the Escrow Agent's receipt of such statement, it shall pay to Pyramid the amount allocated in Table 1 for the applicable year from the Escrow Fund. In the event that the Department disputes Pyramid's statement, as provided above, the amount allocated in Table 1 for the applicable year



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shall not be paid by the Escrow Agent to Pyramid until the dispute is resolved as provided for in Paragraph 7 of this Agreement.

(b) Balance of Escrow Fund.

(i) At all times, the balance in the Escrow Fund shall be at least equal to the amount specified in Table 1, as may be adjusted as provided below. The values set forth in Table 1 shall be adjusted not more than once each year prior to a reimbursement to Pyramid pursuant to paragraph 3(a), as provided in paragraph 3(b)(iii), and/or to reflect actual economic indicators. Adjustments to reflect actual economic indicators shall be made by using an inflation factor derived from the most recent Implicit Price Deflator for Gross National Product, published by the U.S. Department of Commerce in its Survey of Current Business, or by any other method acceptable to Pyramid and DEC. Adjustments shall be in writing, signed by Pyramid and DEC, and submitted to Escrow Agent at least thirty (30) days prior to a reimbursement to Pyramid pursuant to paragraph 3(a), or if no such reimbursement is made, in accordance with section 3(b)(ii) below, within thirty (30) days after the anniversary date of this Agreement. If such table is not so adjusted within such thirty (30) day period, the existing table shall remain in effect unchanged until the next annual adjustment period.

(ii) Surplus in Account. After any adjustment to Table 1 and after adding interest and subtracting any reimbursement paid to Pyramid, if the balance of the Escrow Fund exceeds the balance required by Table 1 on any anniversary date of this Agreement, Escrow Agent shall pay to Pyramid from the Escrow Fund the amount by which the Escrow Fund balance exceeds the balance required by Table 1 within thirty (30) days of such anniversary date.

(iii) Deficiency in Account. After any adjustment to Table 1, and after adding interest and subtracting any reimbursement paid to Pyramid, if the balance of the Escrow Fund is

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less than that required by Table 1 at the end of any anniversary date of this Agreement, Pyramid shall, within thirty (30) days following submission of an adjustment pursuant to Section 3(b)(i), deposit additional funds into the Escrow Fund sufficient to attain the balance required by Table 1.

(iv) Additional Costs Incurred. If Pyramid and DEC agree that the costs associated with the monitoring, operation and maintenance of the Containment Structure may reasonably be expected to exceed the amount then set forth in Table 1, the Manual and Table 1 shall be modified by Pyramid in the manner in which Pyramid and DEC may agree, and within thirty (30) days of such modification, Pyramid shall deposit additional funds into the Escrow Fund sufficient to attain the balance in the Escrow Fund required as set forth in Table 1. DEC shall have the right to approve any increase in the amount held in the Escrow Fund, which approval shall not be unreasonably withheld.

(c) Payments to the Department. In the event that the Department determines that Pyramid has not fulfilled its obligations under the Manual for a particular year, the Department shall first give Pyramid written notice of such determination and Pyramid shall, thereafter, have at least thirty (30) days, or such longer period of time as may be reasonably agreed to by the parties to remedy any alleged failure to fulfill Pyramid's obligations under the Manual. Upon fulfillment of these obligations by Pyramid to the reasonable satisfaction of the Department, the Escrow Agent shall pay to Pyramid the amount allocated in Table 1 for the applicable year from the Escrow Fund within ten (10) days of the Escrow Agent's receipt of written notice thereof from the Department. In the event that Pyramid fails to remedy the situation, as provided above, and the Department thereafter undertakes to perform Pyramid's obligations under the Manual for a particular year, then the Department shall have the right to notify the Escrow Agent, in writing, with a copy thereof to Pyramid, that the Department has performed Pyramid's obligations under the Manual



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for a particular year and certify to the Escrow Agent the costs that the Department has actually incurred in performing such obligations. Unless Pyramid notifies the Escrow Agent, in writing, that it disputes the Department's statement and certification within ten (10) days of Pyramid's receipt of such statement and certification, the Escrow Agent shall pay to the Department the amount certified by the Department or the amount shown on Table 1 for that year, whichever is less. In the event that Pyramid disputes the Department's statement and certification, as provided above, the amount certified by the Department or the amount provided in Table 1 for that year, whichever is less, shall not be paid to the Department until the dispute is resolved as provided in Paragraph 7 of this Agreement.

4. Termination of Escrow Fund. This Escrow Agreement shall terminate on March 31, 2023, unless sooner terminated by agreement of DEC and Pyramid. Upon termination of this Escrow Agreement, Escrow Agent shall disburse any funds remaining in the Escrow Fund to Pyramid, including all interest accrued through the date of such disbursement.

5. Liability of Escrow Agent.

(a) Conflicting Demands. If Pyramid and DEC shall make conflicting demands upon Escrow Agent, Escrow Agent may (i) refuse to comply with such demands as long as such disagreement continues and make no delivery or other disposition of any funds then held (and Escrow Agent shall not be or become liable in any way for such failure or refusal to comply with such conflicting or adverse claims or demands); and (ii) continue to so refrain and so refuse to act until all differences have been adjusted by agreement and Escrow Agent has been notified thereof in a writing signed jointly by Pyramid and DEC, or (iii) interplead the portion of the Escrow Fund in dispute with the Supreme Court of the State of New York in the County of Onondaga.

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(b) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Agreement or for its enforcement, or to appear in, prosecute, or defend any action that, in its opinion, would or might involve it with any costs, expense, loss, or liability, unless and as often as required by it, Escrow Agent is furnished with satisfactory security and indemnity against all such costs, expenses, losses, or liabilities.

(c) Payments to Escrow Agent. Escrow Agent shall be entitled to payment of a reasonable fee for its services hereunder. Promptly upon receipt of Escrow Agent's invoice therefor, Pyramid shall pay a fee to Escrow Agent for acting as Escrow Agent hereunder, in accordance with the fee schedule attached hereto as Exhibit B and made a part hereof. Escrow Agent shall not withdraw such fee from the Escrow Fund and shall not offset any portion of such fee against any sums to be disbursed from the Escrow Fund.

(d) Statements of Account. Annually at least thirty (30) days prior to the anniversary date of this Agreement, Escrow Agent shall furnish to Pyramid and to DEC a statement confirming the value of the Escrow Fund.

Notices. Any notice, statement or other communication required or permitted under this Agreement shall be in writing, personally delivered, or mailed postage prepared by registered or certified U.S. mail, return receipt requested and addressed as follows:

If to Pyramid:

Pyramid Company of Onondaga  
The Clinton Exchange  
Syracuse, New York 13202  
Attn: Bruce Kenan

with a copy to:

Whiteman Osterman and Hanna  
One Commerce Plaza  
Albany, New York 12260  
Attn.: Philip H. Gitlen, Esq.

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If to DEC:

NYSDEC, Central Field Unit  
Field Unit Leader  
1150 N. Westcott Road  
Rotterdam, New York 12306

If to Escrow Agent:

Shanley, Sweeney & Reilly  
10 Thurlow Terrace  
Albany, New York 12203  
Attn.: Gregory D. Faucher, Esq.

Any such notice or other communication shall be deemed to have been delivered to, and received by, a party:

(a) if sent by registered or certified mail, return receipt requested, on the date specified on the return receipt; or

(b) if personally delivered to the party shown above, when received by such party.

Any person to whom notices are to be sent may, at any one or more times, change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

7. Arbitration. Unless otherwise provided in this Agreement, any dispute arising out of this Agreement shall be submitted by, and finally and conclusively resolved, settled and determined by decision of, an arbitrator sitting in Syracuse, New York appointed by the American Arbitration Association ("AAA") and employing the commercial arbitration rules thereof, upon application made by the Escrow Agent to the AAA for such purposes.

8. Section Headings. Titles of sections and subsections contained in this Agreement are inserted for convenience of reference only and neither form a part of this Agreement or are to be used in its construction or interpretation.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Waiver. No waiver by any party of any breach of any term or condition of this Agreement shall operate as a waiver of any other breach of such term or condition or of any other term or condition. No failure to enforce such provision shall operate as a waiver of such provision or of any other provision hereof, or constitute or be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon, this Agreement.



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11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns. The parties recognize and acknowledge that the powers and authority granted Escrow Agent herein are each irrevocable.

12. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to the principles of conflict of laws thereof).

13. Entire Agreement. This Agreement supersedes all prior agreements and constitutes the entire agreement with respect to the subject matter hereof. It may not be altered or modified without the written consent of all parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Escrow Agreement to be executed on its behalf by its duly authorized officer or principal, as of the date first above written.

Date: 12/27/94 By: [Signature]  
Title: PARTNER  
PYRAMID COMPANY OF ONONDAGA

Date: 12/30/94 By: [Signature]  
Title: Deputy Commissioner and General Counsel  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Date: 12/30/94 By: [Signature]  
Title: TREASURER  
Shanley, Sweeney and Reilly, P.C.  
ESCROW AGENT

TABLE 1

OPERATION and MAINTENANCE MANUAL  
CONTAINMENT STRUCTURE  
CONKLIN LIMITED  
SYRACUSE NEW YORK

YEAR NUMBER	CALENDAR YEAR	COST IN 1994 DOLLARS	INFLATION 0.035	PRESENT WORTH 0.055	TOTAL PRESENT WORTH
0	1993	-	-	-	252185.7
1	1994	-	-	-	
2	1995	\$28,850.00	\$29,859.75	\$26,827.56	
3	1996	\$23,250.00	\$24,905.98	\$21,210.27	
4	1997	\$23,250.00	\$25,777.69	\$20,808.18	
5	1998	\$26,350.00	\$30,237.23	\$23,135.54	
6	1999	\$10,800.00	\$12,827.01	\$9,302.74	
7	2000	\$10,800.00	\$13,275.96	\$9,126.38	
8	2001	\$10,800.00	\$13,740.62	\$8,953.37	
9	2002	\$10,800.00	\$14,221.54	\$8,783.64	
10	2003	\$20,300.00	\$27,666.82	\$16,197.00	
11	2004	\$10,800.00	\$15,234.47	\$8,453.77	
12	2005	\$10,800.00	\$15,767.67	\$8,293.50	
13	2006	\$10,800.00	\$16,319.54	\$8,136.28	
14	2007	\$10,800.00	\$16,890.73	\$7,982.04	
15	2008	\$20,300.00	\$32,859.50	\$14,718.86	
16	2009	\$10,800.00	\$18,093.77	\$7,682.27	
17	2010	\$10,800.00	\$18,727.05	\$7,536.64	
18	2011	\$10,800.00	\$19,382.50	\$7,393.76	
19	2012	\$10,800.00	\$20,060.88	\$7,253.60	
20	2013	\$20,300.00	\$39,026.78	\$13,375.61	
21	2014	\$825.00	\$1,641.58	\$533.28	
22	2015	\$825.00	\$1,699.03	\$523.18	
23	2016	\$825.00	\$1,758.50	\$513.26	
24	2017	\$825.00	\$1,820.04	\$503.53	
25	2018	\$11,425.00	\$26,087.03	\$6,840.90	
26	2019	\$825.00	\$1,949.68	\$484.62	
27	2020	\$825.00	\$2,017.92	\$475.43	
28	2021	\$825.00	\$2,088.54	\$466.42	
29	2022	\$825.00	\$2,161.64	\$457.58	
30	2023	\$11,425.00	\$30,983.21	\$6,216.59	

ECOAN3  
2593.057  
REV, 12/6/94



**EXHIBIT A**

**SEE ACCOMPANYING NOTEBOOK ENTITLED**

**EXHIBIT A - ESCROW AGREEMENT  
DECEMBER, 1994**

**FINAL  
OPERATION AND MAINTENANCE MANUAL  
FOR THE  
CONTAINMENT STRUCTURE - SITE #734048  
SYRACUSE, NEW YORK  
MAY 1993  
REVISED FEBRUARY 1994**

## **EXHIBIT B**

### **ESCROW AGENT TERMS AND CONDITIONS**

The Escrow Agent shall perform the duties of Escrow Agent as set forth in the Escrow Agreement, subject to and upon the following terms and conditions:

(1) Unless otherwise expressly provided in the Escrow Agreement, Escrow Agent shall:

(a) not be held liable for any action taken or omitted by it under the Escrow Agreement, except in the case of willful misconduct by Escrow Agent;

(b) have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to it in connection with its duties under and pursuant to the Escrow Agreement;

(c) be entitled to deem the signatories of any documents or instruments submitted to it pursuant to the Escrow Agreement as being those purported to be authorized to sign such documents or instruments on behalf of the parties to the Escrow Agreement, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind;

(d) subject to paragraph 5(c) of the Escrow Agreement, be entitled to compensation for services provided pursuant to the Escrow Agreement and reimbursement of its out-of-pocket expenses, including without limitation, the fees, including costs of attorneys or agents that it determines necessary or appropriate to engage in performance of its duties under and pursuant to the Escrow Agreement. Fees shall be payable to the Escrow Agent according to its standard hourly rates at the time the services are provided and shall be payable within thirty (30) days of receipt of an invoice detailing the services provided;

(e) have no duties or responsibilities other than those expressly set forth in the Escrow Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreements to which Pyramid or DEC, or both of them are parties; and

(f) not be bound by any modification of the Escrow Agreement unless such modification is delivered to Escrow Agent in writing signed by Pyramid and DEC and Escrow Agent provides its written consent thereto.

(2) Notwithstanding any other provision of the Escrow Agreement, Pyramid agrees to release, hold harmless and indemnify Escrow Agent from any and all responsibility or liability



of any kind or nature arising from or in connection with the Escrow Agreement, except in the case of willful misconduct by Escrow Agent. If any legal proceeding is instituted against Escrow Agent in its capacity as Escrow Agent, Escrow Agent may defend itself, or hire independent counsel for such defense, and Pyramid agrees to reimburse Escrow Agent for all its reasonable costs and expenses in connection with the defense of any and all such proceedings, including without limitation, reasonable attorneys' fees (which may be to Escrow Agent, acting pro se, or to any other firm retained by Escrow Agent).

(3) The parties hereto acknowledge that Escrow Agent represents Pyramid generally, and in connection with negotiations relative to the monies payable to DEC, specifically, and may represent Pyramid in connection with future matters including those relating to the subject matter of this Escrow Agreement.

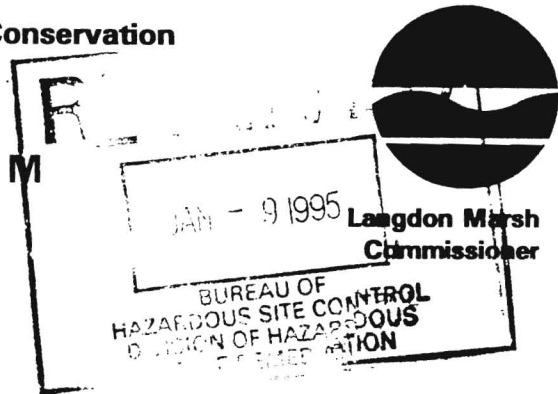
SITE INVESTIGATION INFORMATION

1. SITE NAME Clark Property		2. SITE NUMBER 734048	3. TOWN/CITY/VILLAGE Syracuse	4. COUNTY Onondaga
5. REGION 7	6. CLASSIFICATION 2 CURRENT 4 PROPOSED MODIFY			
7. LOCATION OF SITE (Attach U.S.G.S. Topographic Map showing site location)				
a. Quadrangle				
b. Site Latitude <u>43° 09' 10.9"</u> Site Longitude <u>76° 10' 26.8"</u>				
c. Tax Map Numbers <u>23-400-1302</u>				
d. Site Street Address <u>372 West Hiawatha Blvd.</u>				
8. BRIEFLY DESCRIBE THE SITE (Attach site plan showing disposal/sampling locations)				
Site is a 3.5 acre parcel in the Northwest corner of the Carousel Mall property adjacent to Hiawatha Blvd.				
a. Area <u>3.5</u> acres b. EPA ID Number _____				
c. Completed ( ) Phase I ( ) Phase II ( ) PSA (x) RI/FS ( ) PA/SI ( ) Other				
9. Hazardous Waste Disposed (Include EPA Hazardous Waste Numbers)				
Acetone F003 Trichloroethylene F002 1,1,1 Trichloroethane F002 Toluene F005				
10. ANALYTICAL DATA AVAILABLE				
a. (x) Air (x) Groundwater ( ) Surface Water ( ) Sediment (x) Soil ( ) Waste ( ) Leachate ( ) EPTox ( ) TCLP				
b. Contravention of Standards or Guidance Values				
11. CONCLUSION				
Contaminated Soil has been removed to a lined and covered cell onsite with leachate collection and monitoring. The responsible party has submitted an acceptable O&M plan and has a acceptable financial assurance plan. The Record of Decision was completed in March, 1993.				
<b>SITE IMPACT DATA</b>				
a. Nearest Surface Water: Distance 300 ft.		Direction West		Classification <u>D</u>
b. Nearest Groundwater: Depth 30 ft.		Flow Direction North		( ) Sole Source ( ) Primary ( ) Principal
c. Nearest Water Supply: Distance		Direction _____		Active ( ) Yes ( ) No
d. Nearest Building: Distance 200		Direction East		Use
e. In State Economic Development Zone?		( ) Y (x) N	i. Controlled Site Access? ( ) Y (x) N	
f. Crops or livestock on site?		( ) Y (x) N	j. Exposed hazardous waste? ( ) Y (x) N	
g. Documented fish or wildlife mortality?		( ) Y (x) N	k. HRS Score _____	
h. Impact on special status fish or wildlife resource?		( ) Y (x) N	l. For Class 2: Priority Category	
13. SITE OWNER'S NAME Conklin Ltd.		14. ADDRESS Pyramid Management Groupe The Clinton Exchange 4 Clinton Sq., Syracuse, N.Y., 13202		15. TELEPHONE NUMBER 315-422-7000
16. PREPARER Charles Branagh		17. APPROVED		
Signature _____ Date _____		Signature <u>Gerald J. Rider Jr</u> Date <u>8/18/95</u>		
Environmental Engineer III, Region 7		Name, Title, Organization <u>chief of m section</u>		
Name, Title, Organization _____		Name, Title, Organization <u>DWR</u>		

New York State Department of Environmental Conservation

MEMORANDUM

To: Robert Marino - Room 218  
From: C. Branagh, Region 7 CJB  
Subject: CLARK PROPERTY - 734048  
Date: January 5, 1995



Please process the attached material to reclassify the subject site from a 2 to a 4. Attached to the listing package are copies of the R.O.D. and financial assurance document.

We already have an acceptable O & M plan and it is currently being followed.

attach.

cc:

1/13

Bob;

Charles Bee wants  
us to move on this one.

He called today. Looks good

Good idea! 1/17

Bob;

It would be a good  
idea to let Terry Rider  
look @ this one too...





## SITE INVESTIGATION INFORMATION

1. SITE NAME Clark Property		2. SITE NUMBER 734048	3. TOWN/CITY/VILLAGE Syracuse	4. COUNTY Onondaga
5. REGION 7	6. CLASSIFICATION 2 CURRENT 4 PROPOSED MODIFY			
7. LOCATION OF SITE (Attach U.S.G.S. Topographic Map showing site location) a. Quadrangle b. Site Latitude <u>43° 04' 10.9"</u> Site Longitude <u>76° 12' 26.8"</u> c. Tax Map Numbers <u>23-400-1302</u> d. Site Street Address <u>372 West Hiawatha Blvd.</u>				
8. BRIEFLY DESCRIBE THE SITE (Attach site plan showing disposal/sampling locations) Site is a 3.5 acre parcel in the Northwest corner of the Carousel Mall property adjacent to Hiawatha Blvd. a. Area <u>3.5</u> acres b. EPA ID Number _____ c. Completed ( ) Phase I ( ) Phase II ( ) PSA (x) RI/FS ( ) PA/SI ( ) Other				
9. Hazardous Waste Disposed (Include EPA Hazardous Waste Numbers) Acetone F003 Trichloroethylene F002 1,1,1 Trichloroethane F002 Toluene F005				
10. ANALYTICAL DATA AVAILABLE a. (x) Air (x) Groundwater ( ) Surface Water ( ) Sediment (x) Soil ( ) Waste ( ) Leachate ( ) EPTox ( ) TCLP b. Contravention of Standards or Guidance Values				
11. CONCLUSION Contaminated Soil has been removed to a lined and covered cell onsite with leachate collection and monitoring. The responsible party has submitted an acceptable O&M plan and has a acceptable financial assurance plan. The Record of Decision was completed in March, 1993.				
SITE IMPACT DATA a. Nearest Surface Water: Distance 300 ft. Direction West Classification <u>D</u> b. Nearest Groundwater: Depth 30 ft. Flow Direction North ( ) Sole Source ( ) Primary ( ) Principal c. Nearest Water Supply: Distance Direction _____ Active ( ) Yes ( ) No d. Nearest Building: Distance 200 Direction East Use e. In State Economic Development Zone? ( ) Y (x) N i. Controlled Site Access? ( ) Y (x) N f. Crops or livestock on site? ( ) Y (x) N j. Exposed hazardous waste? ( ) Y (x) N g. Documented fish or wildlife mortality? ( ) Y (x) N k. HRS Score _____ h. Impact on special status fish or wildlife resource? ( ) Y (x) N l. For Class 2: Priority Category _____				
13. SITE OWNER'S NAME Conklin Ltd.		14. ADDRESS Pyramid Management Groupe The Clinton Exchange 4 Clinton Sq. , Syracuse, N.Y., 13202		15. TELEPHONE NUMBER 315-422-7000
16. PREPARER Charles Branagh Signature _____ Date _____ Environmental Engineer III, Region 7 Name, Title, Organization		17. APPROVED <i>Charles Branagh</i> 1/4/95 Signature _____ Name, Title, Organization		