



July 16, 2015

Stephanie Fitzgerald
Environmental Engineer
Div. of Remediation
NYSDEC Region 7
615 Erie Blvd. West, Syracuse, NY 13204-2400

Re: Annual Landfill Inspection Report (Year 11)
Syracuse China Landfill
Town of Salina, Onondaga County, New York
NYSDEC Site Number 7-34-053

Dear Mrs. Fitzgerald:

Rocterra, LLC (Rocterra), on behalf of TPC-York Inc. (TPC-York), has prepared this letter report to summarize the required monitoring and sampling activities completed at the Syracuse China Landfill located in the Town of Salina, Onondaga County, New York (Site No. 7-34-053). In accordance with New York State Department of Environmental Conservation (NYSDEC) requirements, activities for the eleventh year of Operation, Monitoring and Maintenance (OM&M) were performed at the site. In accordance with the OM&M Plan prepared by Remedial Engineering, PC dated September 25, 2003 and the schedule approved by NYSDEC, the following activities were performed:

- Monitoring well pad repair;
- Water-level gauging and collection of groundwater samples from monitoring wells MW-1, MW-2, MW-5, MW-6, MW-8 and MW-10 for lead analysis;
- Inspection of key site features including the landfill surface, vegetation, fence, access road and drainage features such as rip rap swales and energy dissipaters; and
- Maintenance activities.

Sampling activities and results are discussed in greater detail below. Supporting figures and documentation are included at the end of this report.

SAMPLING ACTIVITIES

Groundwater sampling was performed on December 31, 2014. Groundwater levels were gauged and samples were collected from monitoring wells MW-1, MW-2, MW-5, MW-6, MW-8 and MW-10. All wells were purged using manual purge techniques. All samples were analyzed for lead.

The Site location and site features are represented in figures 1, 2 and 3. A Groundwater Sampling Map showing the location of the sampled monitoring wells is provided as Figure 3. The results of the sampling activities are summarized in the Site Monitoring, Inspection and Maintenance Forms provided in Appendix A. Laboratory analytical reports are provided in Appendix B.

Sample results from the December 2014 groundwater sampling event indicate that lead was not detected above the laboratory detection limit in any of the sampled monitoring wells.

A summary of sample results is provided below.

Monitoring Well Identification	TOGS 1.1.1 Standard (mg/L)	12/31/2014 (mg/L)
MW-1	0.025	<0.010
MW-2	0.025	<0.010
MW-5	0.025	<0.010
MW-6	0.025	<0.010
MW-8	0.025	<0.010
MW-10	0.025	<0.010

< = Not detected above the laboratory reporting limit

LANDFILL MONITORING

Rocterra conducted an inspection of the landfill and surrounding site areas on December 31, 2014. Rocterra personnel inspected site vegetation at the eastern portion of the site, the landfill cap surface and the northern wetlands for any signs of erosion or significant settlement. Rocterra also inspected the swales, drop chute, energy dissipation structures, permanent landfill gas vents GV-1 through GV-7, fencing, access road and Syracuse China signs for erosion, blockage or other damage. The results of Rocterra's inspection activities are summarized in the Site Monitoring, Inspection and Maintenance Forms, provided as Appendix A. Photographs showing the condition of key site features are provided as Appendix C. A site plan showing key site features is provided as Figure 2.

Rocterra's inspection indicated that the site was generally in good condition with no significant erosion or differential settlement. The landfill surface was observed to be entirely stabilized with vegetation. The landfill drainage swales, drop chute and energy dissipation structures were observed to be in good condition, however with a significant amount of vegetation within the riprap. The permanent gas vents were also observed to be in good condition. The site access road was observed to be generally clear of vegetation, obstructions or significant rutting. The site fence was observed to be in good condition; however, vegetation overgrowth was observed periodically along the east, south and west fence line. The signs on the fence within the Factory Avenue right-of-way were unobstructed after clearing vegetation.

MAINTENANCE ACTIVITIES PERFORMED

Mowing and Weed-Whacking

Annual mowing and weed-whacking activities were completed by Proscapes Landscaping on October 28, 2014. Mowing was conducted on the landfill surface, within the eastern portion of the site (outside of wetland areas) and along the access road. Mowing and weed-whacking were conducted within the landfill surface swales to remove woody growth. Photographs documenting the landscaping activities are included within Appendix C.

A new concrete base was added to monitoring well MW-6 which has stabilized/repared the stick-up well casing.

PROPOSED YEAR 12 (2015) OM&M AND MAINTENANCE ACTIVITIES

Herbicide Application

Portions of the swales have become congested with vegetation. Treatment with a widely used aquatic herbicide Rodeo is proposed for 2015.

Mowing and Weed-Whacking

In accordance with the OM&M Plan, the landfill will require annual mowing and weed-whacking in fall 2015 to prevent additional woody vegetation growth on the landfill cap and within the drainage swales.

Annual Landfill Inspection

In accordance with the OM&M Plan, an inspection of the landfill is proposed for Year 12 of OM&M. The annual inspection is scheduled for October 2015.

PROPOSED AMENDMENTS

Groundwater Monitoring

TPC-York is requesting that the groundwater sampling frequency be amended to a five year monitoring period. This request is based on groundwater monitoring results to

date. Lead concentrations in groundwater samples collected during 2009, 2010, 2011, 2012, 2013 and 2014 were all below the laboratory detection limit for lead in groundwater.

The next sampling event is scheduled to be performed in December 2019, if NYSDEC grants TPC-York's above request that sampling events occur on a five-year monitoring schedule. Pending review of the proposed schedule, this event is currently planned to include water-level gauging and collection of groundwater samples from monitoring wells MW-1, MW-2, MW-5, MW-6, MW-8 and MW-10 for lead analysis. In accordance with NYSDEC requirements, the groundwater samples will not be filtered in the laboratory prior to lead analysis.

COMMENTS

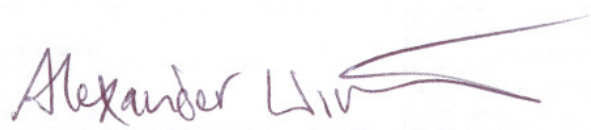
Periodic Review Report

The last Periodic Review Report (PRR) was completed in November 2011. The Department approved a request to amend the PRR schedule to a five year frequency in an email dated March 21, 2014. The site is not currently active and site maintenance/activities are limited to the items reported above with no anticipated changes in site use. The institutional controls identified in the most recent 2011 PRR/Declaration of Covenants and Restrictions (Groundwater use restrictions, soil management and site management) remain in place.

The next PRR submission is scheduled to be submitted in March 2017.

Please call the undersigned with any questions regarding this report.

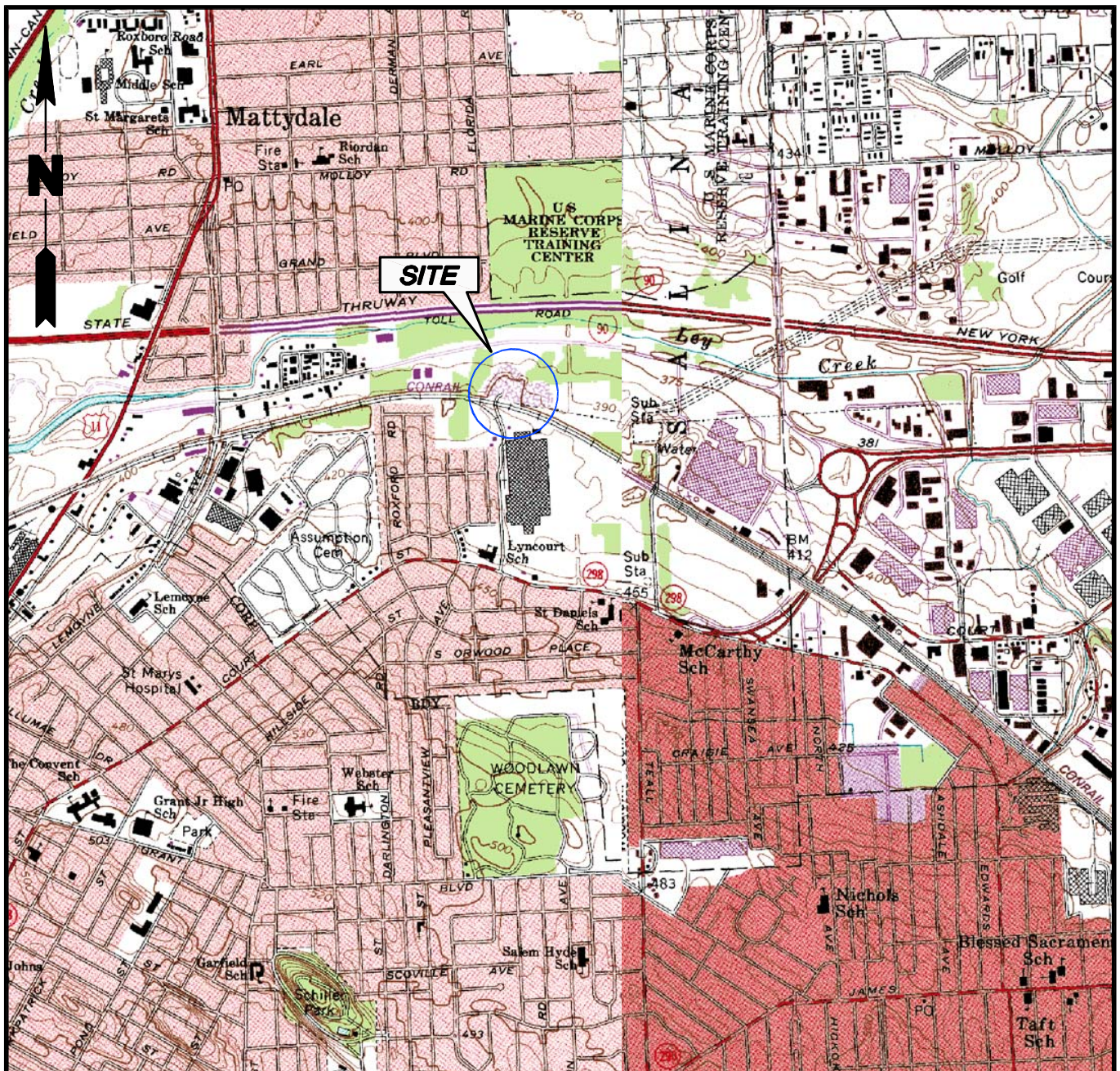
Attachments:	Figure 1:	Site Location Map
	Figure 2:	Site Plan
	Figure 3:	Groundwater Sampling Map
	Appendix A:	Site Monitoring, Inspection and Maintenance Forms
	Appendix B:	Laboratory Analytical Report
	Appendix C:	Photographs



Alexander Wirth
Principal, Senior Geologist

June 16, 2015
Date

FIGURES



2,000' 0' 2,000'



SOURCE

U.S.G.S. SYRACUSE EAST AND WEST, NEW YORK QUADRANGLES
7.5 MINUTES SERIES (TOPOGRAPHIC)

Title:

SITE LOCATION MAP

SYRACUSE CHINA LANDFILL
TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK

Prepared For:

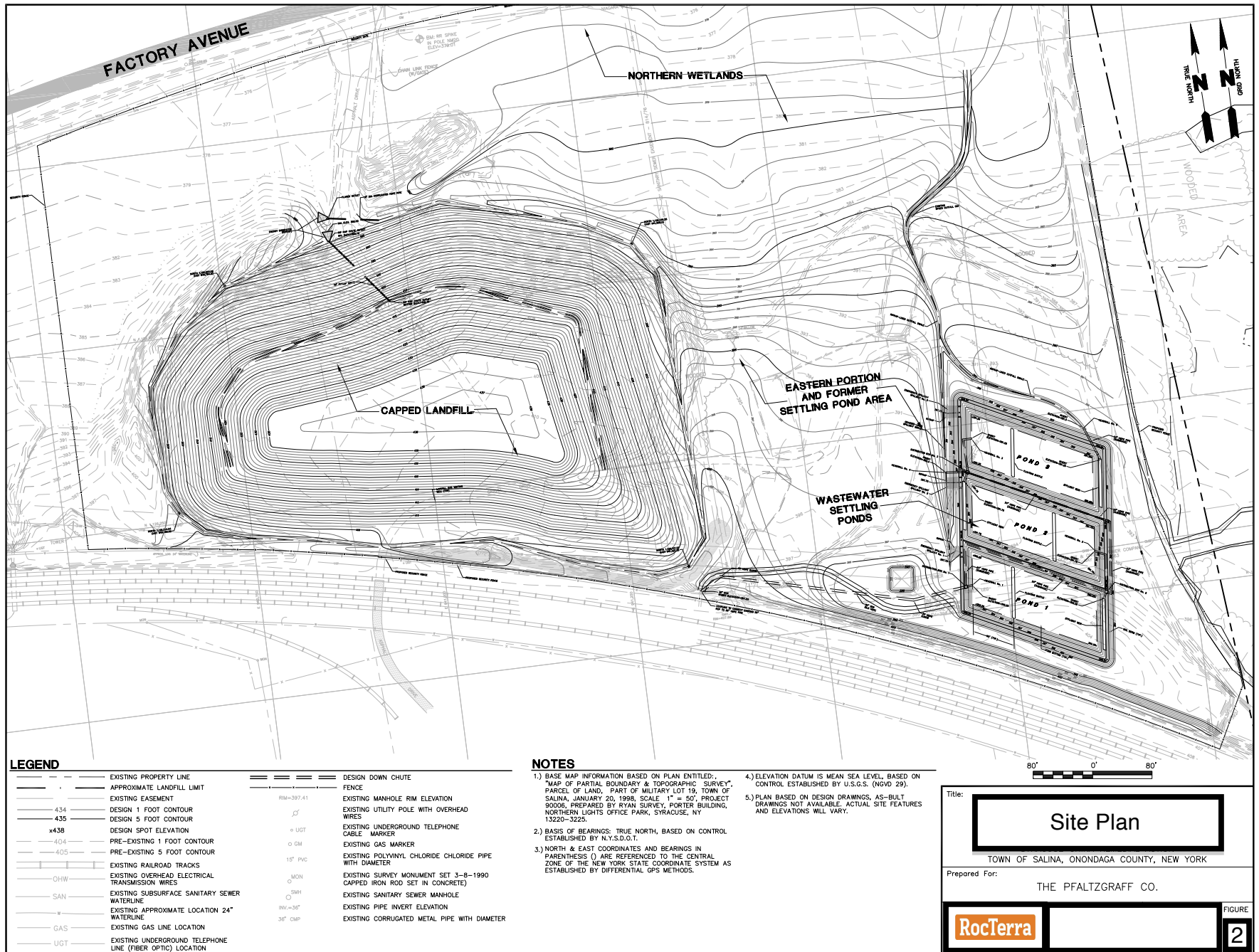
PFALTZGRAFF CO.

RocTerra

Site Location Map

FIGURE

1





Google Earth Pro



RocTerra

Groundwater
Sampling Map

Figure

3

APPENDIX A

Table 1
MONITORING WELL GAUGING, GROUNDWATER ANALYTICAL AND MONITORING DATA

Annual Landfill Inspection Report
Syracuse China Landfill
Town of Salina, Onondaga County, New York
NYSDEC Site Number 7-34-053

Sample ID	Date	Sample Time	Depth to Water (Feet)	Depth to Bottom (Feet)	Top of Casing Elevation (Feet, Mean Sea Level)	Corrected Groundwater Elevation (Feet, Mean Sea Level)	Lead (mg/l)	Conductivity (mS/cm)	Dissolved Oxygen (PPM)	pH	Temperature (Celsius)	Turbidity (NTU's)
NYSDEC Standards							0.025					
MW-1	11/7/12	14:30	21.78	25.3	400.8	379.02	<0.010	0.95	6.55	7.16	11.4	13.2
	9/11/13	15:30	19.84	25.3	400.8	380.96	<0.010	1.01	6.99	7.10	15.3	11.0
	12/31/14	14:30	20.77	25.3	400.8	380.03	<0.010	0.98	6.54	7.11	12.2	9.8
MW-2	11/7/12	14:00	5.32	13.3	391.2	385.88	<0.010	1.04	2.01	7.30	12.3	2.89
	9/11/13	15:00	5.23	13.3	391.2	385.97	<0.010	1.00	2.57	7.20	14.6	3.33
	12/31/14	14:00	5.28	13.3	391.2	385.92	<0.010	1.11	2.32	7.25	13.8	3.01
MW-5	11/7/12	15:30	5.13	13.4	387.4	382.27	<0.010	1.11	5.65	7.33	10.1	7.21
	9/11/13	16:00	4.64	13.4	387.4	382.76	<0.010	1.21	6.11	7.21	12.3	5.03
	12/31/14	15:00	4.84	13.4	387.4	382.56	<0.010	1.17	6.77	7.22	11.8	4.99
MW-6	11/7/12	13:00	4.73	17.0	411.3	406.57	<0.010	0.69	4.62	7.42	12.0	13.1
	9/11/13	14:00	4.15	17.0	411.3	407.15	<0.010	0.88	4.89	7.32	13.3	10.01
	12/31/14	13:00	4.44	17.0	411.3	406.86	<0.010	0.77	4.92	7.44	12.8	9.98
MW-8	11/7/12	17:00	7.15	23.0	388.7*	381.55	<0.010	3.07	2.24	6.88	9.0	9.67
	9/11/13	17:30	4.43	23.0	388.7	384.27	<0.010	2.99	2.84	6.99	11.1	9.77
	12/31/14	16:30	6.63	23.0	388.7	382.07	<0.010	3.02	2.64	6.89	10.4	8.88
MW-10	11/7/12	16:30	3.30	17.0	379.1	375.80	<0.010	2.84	2.49	6.84	11.1	14.2
	9/11/13	17:00	3.28	17.0	379.1	375.82	<0.010	3.01	2.89	7.01	13.3	12.1
	12/31/14	16:00	3.33	17.0	379.1	375.77	<0.010	2.98	2.66	6.89	12.2	10.11

Notes:
<1.0 - Not detected at or above the laboratory reporting limit shown.
NYSDEC Standards and Guidance Values - New York State Department of Environmental Conservation Technical and Operational Guidance Series (TOGS) 1.1.1, Ambient Water Quality Standards and Guidance Values, June 1998 and Addendum April 2000
* Revised elevation datum. Original TOC elevation= 387.9'

Table 2
INSPECTION AND MAINTENANCE FORM

Annual Landfill Inspection Report
Syracuse China Landfill
Town of Salina, Onondaga County, New York
NYSDEC Site Number 7-34-053

Item	Action	Notes	Corrective Action Suggested
MW-1	Groundwater sampling, inspect for damage	NA	None
MW-2	Groundwater sampling, inspect for damage	NA	None
MW-5	Groundwater sampling, inspect for damage	NA	None
MW-6	Groundwater sampling, inspect for damage	NA	None
MW-8	Groundwater sampling, inspect for damage	NA	None
MW-10	Groundwater sampling, inspect for damage	NA	None
GV-1	Inspect for damage	NA	Annual inspection scheduled for October 2015
GV-2	Inspect for damage	NA	Annual inspection scheduled for October 2015
GV-3	Inspect for damage	NA	Annual inspection scheduled for October 2015
GV-4	Inspect for damage	NA	Annual inspection scheduled for October 2015
GV-5	Inspect for damage	NA	Annual inspection scheduled for October 2015
GV-6	Inspect for damage	NA	Annual inspection scheduled for October 2015
GV-7	Inspect for damage	NA	Annual inspection scheduled for October 2015
Landfill Cap	Inspect vegetation, inspect for erosion, inspect for significant/differential settling, mowing	NA	Landscaping/mowing scheduled for October 2015
Northern Wetland	Inspect vegetation	NA	Annual inspection scheduled for October 2015
Swales	Inspect for damage/blockage, weed wacking	Swales have significant vegetation	Herbicide application 2015
Drop Chute	Inspect for damage/blockage, weed wacking	NA	Landscaping/weedwacking scheduled for October 2015
Access Road (via Factory Ave)	Inspect for erosion, rutting, mowing	Low spot in southeast corner restricts access to the landfill by vehicle at times due to flooding/wet soils	Add gravel base to raise road elevation
Fence	Inspect integrity, inspect for significant vegetation	Significant vegetation along some areas of the fenceline	Annual inspection scheduled for October 2015
Signs	Inspect for vegetation/visual impairment	NA	Annual inspection scheduled for October 2015

Notes:
NA- Not Applicable

APPENDIX B



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For

RocTerra

For Lab Project ID

150018

Referencing

Syracuse China

Prepared

Friday, January 16, 2015

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

A handwritten signature in black ink, appearing to be "J. Smith", is written over a horizontal line.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Page 1 of 13

Report Prepared Friday, January 16, 2015



Lab Project ID: 150018

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier: MW-1

Lab Sample ID: 150018-01

Date Sampled: 12/31/2014

Matrix: Groundwater

Date Received: 1/5/2015

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0100	mg/L		1/13/2015 12:13

Method Reference(s): EPA 6010C

EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a



Lab Project ID: 150018

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier: MW-2

Lab Sample ID: 150018-02

Date Sampled: 12/31/2014

Matrix: Groundwater

Date Received: 1/5/2015

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0100	mg/L		1/13/2015 12:18

Method Reference(s): EPA 6010C

EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a



Lab Project ID: 150018

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier: MW-5

Lab Sample ID: 150018-03

Date Sampled: 12/31/2014

Matrix: Groundwater

Date Received: 1/5/2015

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0100	mg/L		1/13/2015 12:22

Method Reference(s): EPA 6010C

EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a



Lab Project ID: 150018

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier: MW-6

Lab Sample ID: 150018-04

Date Sampled: 12/31/2014

Matrix: Groundwater

Date Received: 1/5/2015

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0100	mg/L		1/13/2015 12:26

Method Reference(s): EPA 6010C

EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a



Lab Project ID: 150018

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier: MW-8

Lab Sample ID: 150018-05

Date Sampled: 12/31/2014

Matrix: Groundwater

Date Received: 1/5/2015

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0100	mg/L		1/13/2015 12:30

Method Reference(s): EPA 6010C

EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a



Lab Project ID: 150018

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier: MW-10

Lab Sample ID: 150018-06

Date Sampled: 12/31/2014

Matrix: Groundwater

Date Received: 1/5/2015

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0100	mg/L		1/13/2015 12:34

Method Reference(s): EPA 6010C

EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a



Method Blank Report

Client: RocTerra
Project Reference: Syracuse China
Lab Project ID: 150018
Matrix: Groundwater

Metals

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	<0.0100	mg/L		1/13/2015 11:22

Method Reference(s): EPA 6010C
EPA 3005
Preparation Date: 1/12/2015
Data File: 011315a
QC Batch ID: QC150112water
QC Number: 1



PARADIGM
ENVIRONMENTAL SERVICES, INC.

QC Report for Laboratory Control Sample and Control Sample Duplicate

Client: Rocterra

Project Reference: Syracuse China

Lab Project ID: 150018

Matrix: Groundwater

Part 375 Metals (ICP)

Analyte	<u>Added</u>	<u>Added</u>	<u>Spike</u>	<u>Units</u>	<u>Result</u>	<u>Result</u>	<u>Recovery</u>	<u>Recovery</u>	<u>Limits</u>	<u>LCS</u>	<u>LCSD</u>	<u>Relative %</u>	<u>RPD</u>	<u>RPD</u>	<u>Date</u>

Lead	2.50	2.50	mg/L	2.63	2.68	105	107	85 - 115				1.69	20		1/13/2015
------	------	------	------	------	------	-----	-----	----------	--	--	--	------	----	--	-----------

Method Reference(s): EPA 6010C
EPA 3005

Preparation Date: 1/12/2015

Data File: 011315a

QC Number: 1

QC Batch ID: QC150112water

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Wednesday, January 14, 2015



Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

Each page of this document is part of a multipage report. This document may not be reproduced except in its entirety, without the prior consent of Paradigm Environmental Services, Inc.

All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.

"E" = Result has been estimated, calibration limit exceeded.

"Z" = See case narrative.

"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.

"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.

"B" = Method blank contained trace levels of analyte. Refer to included method blank report.

"J" = Result estimated between the quantitation limit and half the quantitation limit.

"L" = Laboratory Control Sample recovery outside accepted QC limits.

"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.
"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.

"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*

"(1)" = Indicates data from primary column used for QC calculation.

GENERAL TERMS AND CONDITIONS

LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation.

LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices.

Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately.

Limitations of Liability.

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.

Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure.

Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling.

Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.

Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility.

LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment.

LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure.

LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law.

This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

Page 12 of 13



Chain of Custody Supplement

Client:

RocTerra

Completed by:

Glen Pezzulo

Lab Project ID:

150018

Date:

1/5/15

Sample Condition Requirements

Per NELAC/ELAP 210/241/242/243/244

NELAC compliance with the sample condition requirements upon receipt			
Condition	Yes	No	N/A
Container Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			
Transferred to method-compliant container	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Preservation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			
Chlorine Absent (<0.10 ppm per test strip)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			
Temperature	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Sufficient Sample Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			

APPENDIX C

Site Photos



Cap/Chute: Facing North



Cap: Facing East



Cap: Facing West



Top Swale: Facing East



Bottom Swale: Facing West



Access Road (Factory Ave): Facing North



Access Road (Factory Ave): Facing South



Access Road (Factory Ave): Facing West



Monitoring Well MW-6: Pad Repair