RocTerra

April 17, 2020

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

Re: Annual Landfill Inspection Report (Year 16)
Syracuse China Landfill
Town of Salina, Onondaga County, New York
NYSDEC Site Number 7-34-053

Dear Ms. Fitzgerald:

Rocterra, LLC (Rocterra), on behalf of TPC-York Inc. (TPC-York), has prepared this letter report to summarize the required monitoring and maintenance activities completed at the Syracuse China Landfill site 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 sixteenth 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:

- Inspection of key site features including the landfill surface, vegetation, fence, access road and drainage features such as rip rap swales and energy dissipaters;
- Quinquennial groundwater sampling; and
- Maintenance activities.

Supporting figures and documentation are included at the end of this report.

LANDFILL MONITORING

Rocterra conducted an inspection of the landfill and surrounding site areas on December 12, 2019. Rocterra personnel inspected site vegetation, the landfill cap surface and the northern wetlands for any signs of erosion or significant settlement.

Rocterra 124 Woodstock Road, Rochester, NY 14609 p | 585.698.6842

Rocterra also inspected the swales, drop chute, energy dissipation structures, monitoring wells MW-2, MW-5, MW-6, MW-8 and MW-10, 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 B. 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 at or around the landfill. 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, portions of the swales have become congested with vegetation. The permanent gas vents were also observed to be in good condition. The former trolley berm was observed to be generally clear of vegetation; rutting was observed due to wet conditions. The site fence was observed to be in good condition with the exception of approximately 250 feet of fencing along the northern border/Factory Avenue and approximately 40 feet near the Culvert along the southern border/train tracks (discussed further below in the Comments section). Vegetation overgrowth was observed periodically along the east, south and west fence line. Vegetation/tree overgrowth was also observed to be encroaching along the toe in the northwest corner of the landfill. Vegetation was cleared to assure the signs on the fence within the Factory Avenue right-of-way were unobstructed.

SAMPLING ACTIVITIES

Groundwater sampling was performed on December 12, 2019. Groundwater levels were gauged and samples were collected from monitoring wells 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. Groundwater monitoring well locations are provided on Figure 3. The results of the sampling activities are summarized in the Site Monitoring, Inspection and Maintenance Forms provided in Appendix A. Historical groundwater sampling data is summarized in Table 1. Laboratory analytical reports are provided in Appendix B.

Sample results from the December 2019 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)	12/12/2019 (mg/L)
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

MAINTENANCE ACTIVITIES PERFORMED

Mowing and Weed-Whacking

Annual mowing and weed-whacking activities were not completed in 2019 due to a combination of contractor availability and weather-related delays.

PROPOSED YEAR 17 (2020) 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 Summer and Fall 2020.

Mowing and Weed-Whacking

In accordance with the OM&M Plan, the landfill will require annual mowing and weed-whacking in fall 2020 to prevent woody vegetation growth on the landfill cap and within the drainage swales. In addition, tree and brush overgrowth along the toe in the northwest corner of the landfill will be removed. Landscape maintenance activities are scheduled for September of 2020 in order to avoid potential weather-related delays.

Annual Landfill Inspection

In accordance with the OM&M Plan, an inspection of the landfill is proposed for Year 17 of OM&M. The annual inspection is scheduled for September 2020.

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SAMPLING EVENTS

Groundwater Monitoring

TPC-York was granted approval via email correspondence dated November 20, 2015 to amend the groundwater sampling period to every five years. The next sampling event is scheduled to be performed in December 2024.

COMMENTS

Fencing

Approximately 100 feet of fencing along the northern border/Factory Ave has begun to deteriorate due to oxidation of the support posts. An additional, approximately 150 feet of fencing along the northern border/Factory Ave have been damaged. Damage appears to have been caused by a vehicle accident. Broken pieces of autobody parts/plastic/debris were scattered throughout this area of damaged fencing. Repair of this area will occur concurrently with the warranty repair work. An area of fencing at the west side of the culvert area has been compromised. Stone was piled against the fencing, bending the support post and creating a large gap in the fencing. Figure 3 identifies the approximate locations of these areas. Photographs are included within Appendix C. Proposals for repair of the various fence areas will be obtained.

Animal Dens/Burrows

No animal dens/burrows were observed during the 2019 inspection.

Culvert

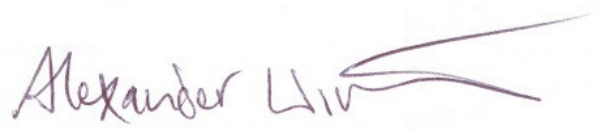
A culvert that runs beneath the CSX railroad tracks and exits along the southern border of the site has lost integrity due to erosion. There is approximately 40 feet of fencing in the vicinity of the culvert that is in danger of being destabilized as a result of the culvert deterioration (pictures have been included within Appendix B). Ownership of the culvert is being determined so that the appropriate party can be contacted to undertake the necessary repairs. As an alternative approach, an evaluation is being made of the feasibility of relocating the fence away from the culvert. However, relocation would either need to avoid the adjacent CSX railroad right-of-way or permission from CSX would need to be obtained. An update will be provided at the conclusion of the evaluation of these various alternatives. Photographs are included within Appendix C.

Periodic Review Report

The last Periodic Review Report (PRR) was completed in December 2016. 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. The institutional controls identified in the most recent 2016 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 December 2021.

Please call the undersigned with any questions regarding this report.

Attachments:	**Figure 1:**	Site Location Map
	Figure 2:	Site Plan
	Figure 3:	Site Feature Location Plan
	Appendix A:	Site Monitoring, Inspection and Maintenance Forms
	Appendix B:	Laboratory Analytical Data
	Appendix C:	Photographs



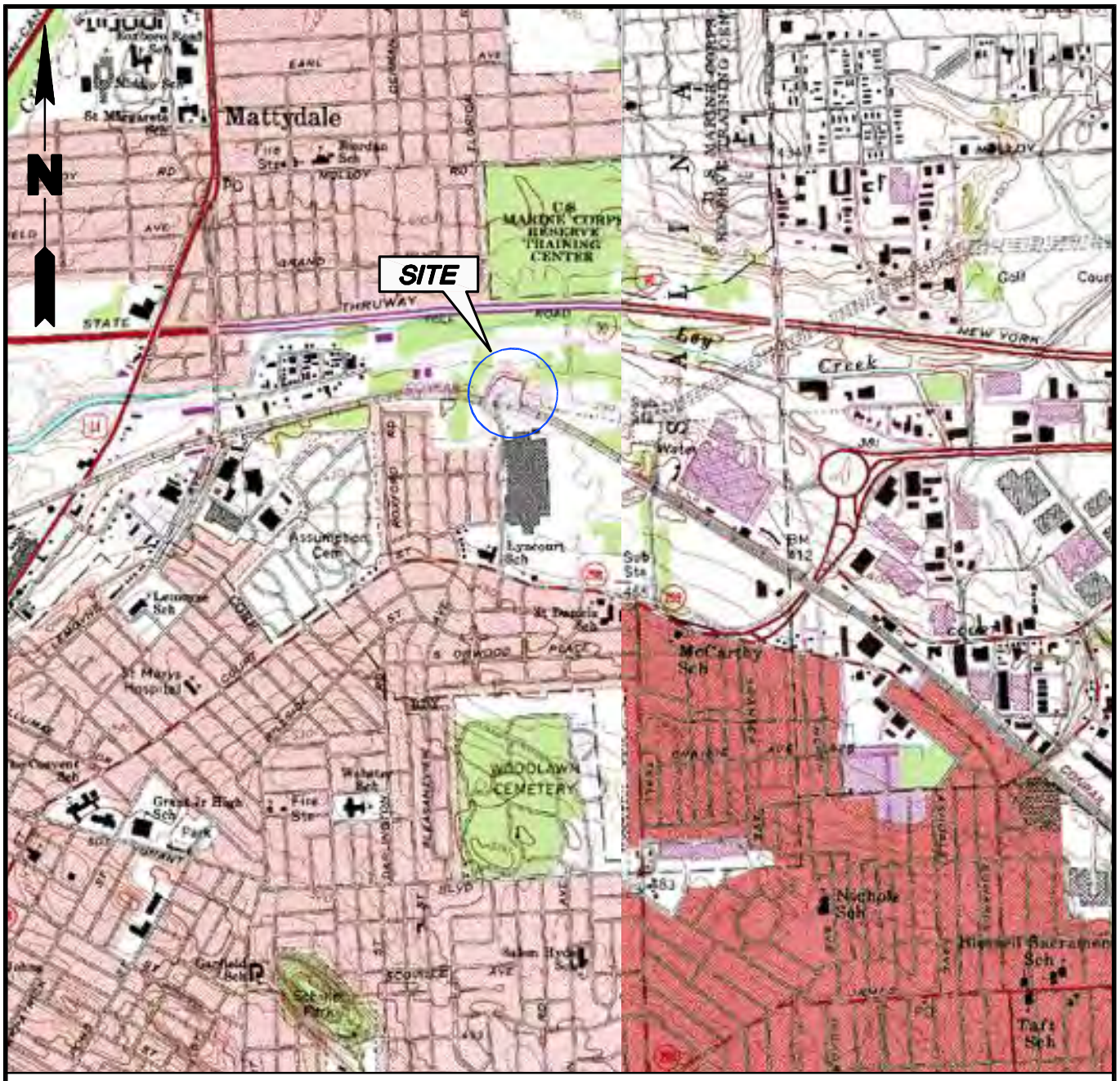
April 17, 2020

Alexander Wirth
Principal, Senior Geologist

Date

Rocterra 124 Woodstock Road, Rochester, NY 14609 **p** | 585.698.6842

FIGURES



SOURCE

U.S.G.S. SYRCAUSE 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

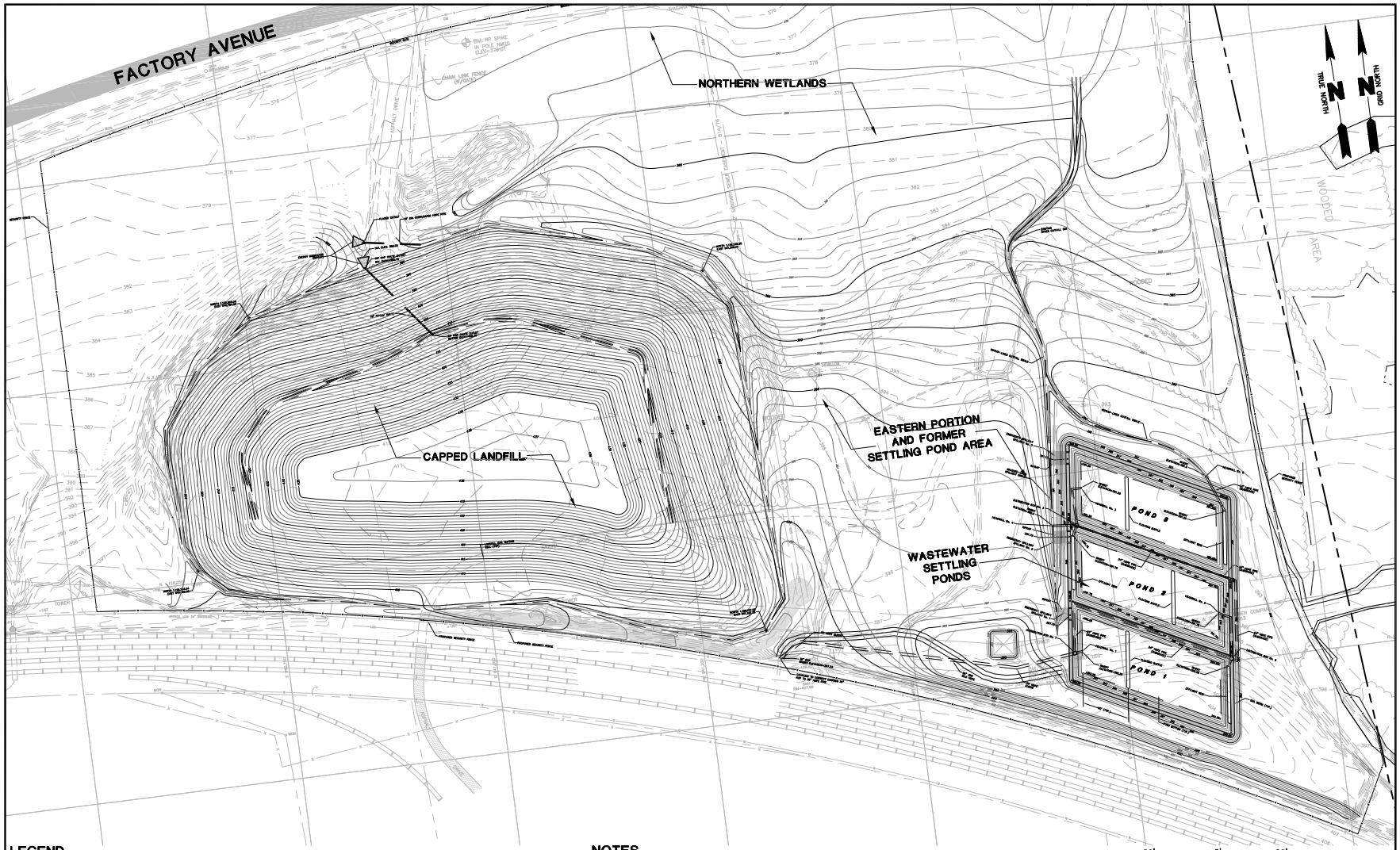
Prepared For:

PFALTZGRAFF CO.

RocTerra

Site Location Map

FIGURE
1



LEGEND

- EXISTING PROPERTY LINE
- APPROXIMATE LANDFILL LIMIT
- EXISTING EASEMENT
- 434 DESIGN 1 FOOT CONTOUR
- 435 DESIGN 5 FOOT CONTOUR
- x438 DESIGN SPOT ELEVATION
- 404 PRE-EXISTING 1 FOOT CONTOUR
- 405 PRE-EXISTING 5 FOOT CONTOUR
- EXISTING RAILROAD TRACKS
- OHW EXISTING OVERHEAD ELECTRICAL TRANSMISSION WIRES
- SAN EXISTING SUBSURFACE SANITARY SEWER WATERLINE
- EXISTING APPROXIMATE LOCATION 24" WATERLINE
- GAS EXISTING GAS LINE LOCATION
- UGT EXISTING UNDERGROUND TELEPHONE LINE (FIBER OPTIC) LOCATION
- DESIGN DOWN CHUTE
- FENCE
- RIM=397.41 EXISTING MANHOLE RIM ELEVATION
- EXISTING UTILITY POLE WITH OVERHEAD WIRES
- UGT EXISTING UNDERGROUND TELEPHONE CABLE MARKER
- GM EXISTING GAS MARKER
- 15" PVC EXISTING POLYVINYL CHLORIDE CHLORIDE PIPE WITH DIAMETER
- MON EXISTING SURVEY MONUMENT SET 3-8-1990 CAPPED IRON ROD SET IN CONCRETE)
- SMH EXISTING SANITARY SEWER MANHOLE
- INV.=36" EXISTING PIPE INVERT ELEVATION
- 36" CMP EXISTING CORRUGATED METAL PIPE WITH DIAMETER

NOTES

1.) BASE MAP INFORMATION BASED ON PLAN ENTITLED:, "MAP OF PARTIAL BOUNDARY & TOPOGRAPHIC SURVEY", PARCEL OF LAND, PART OF MILITARY LOT 19, TOWN OF SALINA, JANUARY 20, 1998, SCALE 1" = 50', PROJECT 90006, PREPARED BY RYAN SURVEY, PORTER BUILDING, NORTHERN LIGHTS OFFICE PARK, SYRACUSE, NY 13220-3225.

2.) BASIS OF BEARINGS: TRUE NORTH, BASED ON CONTROL ESTABLISHED BY N.Y.S.D.O.T.

3.) NORTH & EAST COORDINATES AND BEARINGS IN PARENTHESIS () ARE REFERENCED TO THE CENTRAL ZONE OF THE NEW YORK STATE COORDINATE SYSTEM AS ESTABLISHED BY DIFFERENTIAL GPS METHODS.

4.) ELEVATION DATUM IS MEAN SEA LEVEL, BASED ON CONTROL ESTABLISHED BY U.S.G.S. (NGVD 29).

5.) PLAN BASED ON DESIGN DRAWINGS, AS-BUILT DRAWINGS NOT AVAILABLE. ACTUAL SITE FEATURES AND ELEVATIONS WILL VARY.

Title:

Site Plan

TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK

Prepared For:

THE PFALTZGRAFF CO.

RocTerra

FIGURE 2

Google Earth Pro

feet 1000
meters 400

RocTerra

Site Feature Location Plan

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 (Celcius)	Turbidity (NTU's)
NYSDEC Standards							**0.025**					
MW-1	11/7/2012	14:30	21.78	25.3	400.8	379.02	<0.010	0.95	6.55	7.16	11.4	13.2
	9/11/2013	15:30	19.84	25.3	400.8	380.96	<0.010	1.01	6.99	7.10	15.3	11.0
	12/31/2014	14:30	20.77	25.3	400.8	380.03	<0.010	0.98	6.54	7.11	12.2	9.8
Abandoned												
MW-2	11/7/2012	14:00	5.32	13.3	391.2	385.88	<0.010	1.04	2.01	7.30	12.3	2.89
	9/11/2013	15:00	5.23	13.3	391.2	385.97	<0.010	1.00	2.57	7.20	14.6	3.33
	12/31/2014	14:00	5.28	13.3	391.2	385.92	<0.010	1.11	2.32	7.25	13.8	3.01
	12/12/2019	12:15	3.55	13.3	391.2	387.65	<0.010	1.20	1.09	7.36	8.4	9.78
MW-5	11/7/2012	15:30	5.13	13.4	387.4	382.27	<0.010	1.11	5.65	7.33	10.1	7.21
	9/11/2013	16:00	4.64	13.4	387.4	382.76	<0.010	1.21	6.11	7.21	12.3	5.03
	12/31/2014	15:00	4.84	13.4	387.4	382.56	<0.010	1.17	6.77	7.22	11.8	4.99
	12/12/2019	13:00	3.86	13.4	387.4	383.54	<0.010	1.20	1.99	7.18	8.1	8.99
MW-6	11/7/2012	13:00	4.73	17.0	411.3	406.57	<0.010	0.69	4.62	7.42	12.0	13.1
	9/11/2013	14:00	4.15	17.0	411.3	407.15	<0.010	0.88	4.89	7.32	13.3	10.01
	12/31/2014	13:00	4.44	17.0	411.3	406.86	<0.010	0.77	4.92	7.44	12.8	9.98
	12/12/2020	11:30	3.50	17.0	411.3	407.80	<0.010	0.76	1.99	7.00	9.6	9.88
MW-8	11/7/2012	17:00	7.15	23.0	388.7*	381.55	<0.010	3.07	2.24	6.88	9.0	9.67
	9/11/2013	17:30	4.43	23.0	388.7	384.27	<0.010	2.99	2.84	6.99	11.1	9.77
	12/31/2014	16:30	6.63	23.0	388.7	382.07	<0.010	3.02	2.64	6.89	10.4	8.88
	12/12/2019	14:30	3.49	23.0	388.7	385.21	<0.010	2.95	0.44	7.05	8.0	9.99
MW-10	11/7/2012	16:30	3.30	17.0	379.1	375.80	<0.010	2.84	2.49	6.84	11.1	14.2
	9/11/2013	17:00	3.28	17.0	379.1	375.82	<0.010	3.01	2.89	7.01	13.3	12.1
	12/31/2014	16:00	3.33	17.0	379.1	375.77	<0.010	2.98	2.66	6.89	12.2	10.11
	12/12/2019	13:45	2.86	17.0	379.1	376.24	<0.010	2.79	0.36	7.08	7.3	10.45

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	Damaged/destroyed	Abandoned November 2, 2016
MW-2	Groundwater sampling, inspect for damage	NA	Replace lock
MW-5	Groundwater sampling, inspect for damage	NA	Replace lock
MW-6	Groundwater sampling, inspect for damage	NA	Replace lock
MW-8	Groundwater sampling, inspect for damage	NA	Replace lock
MW-10	Groundwater sampling, inspect for damage	NA	Replace lock
GV-1	Inspect for damage	NA	Annual inspection scheduled for September 2020
GV-2	Inspect for damage	NA	Annual inspection scheduled for September 2020
GV-3	Inspect for damage	NA	Annual inspection scheduled for September 2020
GV-4	Inspect for damage	NA	Annual inspection scheduled for September 2020
GV-5	Inspect for damage	NA	Annual inspection scheduled for September 2020
GV-6	Inspect for damage	NA	Annual inspection scheduled for September 2020
GV-7	Inspect for damage	NA	Annual inspection scheduled for September 2020
Landfill Cap	Inspect vegetation, inspect for errosion, inspect for significant/differential settling, mowing	NA	Landscaping/mowing scheduled for September 2020, tree/brush removal along the northwest toe of the landfill
Northern Wetland	Inspect vegetation	NA	Annual inspection scheduled for September 2020
Swales	Inspect for damage/blockage, weed wacking	Swales have significant vegetation	Herbicide application Spring/Fall 2020
Drop Chute	Inspect for damage/blockage, weed wacking	NA	Landscaping/weedwacking/herbicide scheduled for 2020
Former Trolley Berm (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	Monitor for any significant erosion
Fence	Inspect integrity, inspect for significant vegetation	Vegetation observed along some areas of the fence	Annual inspection scheduled for September 2020, repairs to fence areas along the northern/southern borders scheduled for 2020
Signs	Inspect for vegetation/visual impairment	Replace signs as necessary during 2020 fence repairs.	Annual inspection scheduled for September 2020

Notes:
NA- Not Applicable

APPENDIX B

PARADIGM

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For

RocTerra

For Lab Project ID

196156

Referencing

Syracuse China

Prepared

Friday, December 20, 2019

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

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.

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 196156

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier:	MW-2		
Lab Sample ID:	196156-01	**Date Sampled:**	12/12/2019
Matrix:	Groundwater	**Date Received:**	12/13/2019

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Lead	< 0.0100	mg/L		12/20/2019 11:15

Method Reference(s): EPA 6010C
EPA 3005A
Preparation Date: 12/16/2019
Data File: 191220B

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 196156

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier:	MW-5		
Lab Sample ID:	196156-02	**Date Sampled:**	12/12/2019
Matrix:	Groundwater	**Date Received:**	12/13/2019

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Lead	< 0.0100	mg/L		12/20/2019 11:19

Method Reference(s): EPA 6010C
EPA 3005A
Preparation Date: 12/16/2019
Data File: 191220B

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 196156

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier:	MW-6		
Lab Sample ID:	196156-03	**Date Sampled:**	12/12/2019
Matrix:	Groundwater	**Date Received:**	12/13/2019

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Lead	< 0.0100	mg/L		12/20/2019 11:24

Method Reference(s): EPA 6010C
EPA 3005A
Preparation Date: 12/16/2019
Data File: 191220B

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 196156

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier:	MW-8		
Lab Sample ID:	196156-04	**Date Sampled:**	12/12/2019
Matrix:	Groundwater	**Date Received:**	12/13/2019

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Lead	< 0.0100	mg/L		12/20/2019 11:28

Method Reference(s): EPA 6010C
EPA 3005A
Preparation Date: 12/16/2019
Data File: 191220B

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 196156

Client: **RocTerra**

Project Reference: Syracuse China

Sample Identifier:	MW-10		
Lab Sample ID:	196156-05	**Date Sampled:**	12/12/2019
Matrix:	Groundwater	**Date Received:**	12/13/2019

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Lead	< 0.0100	mg/L		12/20/2019 11:33

Method Reference(s): EPA 6010C
EPA 3005A
Preparation Date: 12/16/2019
Data File: 191220B

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Method Blank Report

Client:	**RocTerra**
Project Reference:	Syracuse China
Lab Project ID:	196156
SDG #:	6156-01
Matrix:	Groundwater

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Lead	<0.0100	mg/L		12/20/2019 11:02

Method Reference(s):	EPA 6010C
	EPA 3005A
Preparation Date:	12/16/2019
Data File:	191220B
QC Batch ID:	QC191216water
QC Number:	1

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 Friday, December 20, 2019

PARADIGM
ENVIRONMENTAL SERVICES, INC.

QC Report for Laboratory Control Sample and Control Sample Duplicate

Client: RocTerra
Project Reference: Syracuse China
Lab Project ID: 196156
SDG #: 6156-01
Matrix: Groundwater

Metals

Analyte	LCS Added	LCSD Added	Spike Units	LCS Result	LCSD Result	LCS % Recovery	LCSD % Recovery	% Rec Limits	LCS Outliers	LCSD Outliers	Relative % Difference	RPD Limit	RPD Outliers	Date Analyzed
Lead	2.50	2.50	mg/L	2.55	2.61	102	104	85 - 115			2.39	20		12/20/2019

Method Reference(s): EPA 6010C
EPA 3005A
Preparation Date: 12/16/2019
Data File: 191220B
QC Number: 1
QC Batch ID: QC191216water

Report Prepared Friday, December 20, 2019

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.
"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.
"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.

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, tern 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 wi 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. Evaluation and reporting of initial screening runs may incur additional fees.

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 th 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.

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

PARADIGM ENVIRONMENTAL SERVICES, INC

CHAIN OF CUSTODY

1 of 2

REPORT TO:		INVOICE TO:		
CLIENT:	Rocterra	CLIENT:	SAME	LAB PROJECT ID: 196156
ADDRESS:	124 Woodstock Rd	ADDRESS:		
CITY:	Rochester STATE: NY ZIP 14609	CITY: STATE: ZIP:		Quotation #: SD 9/22A
PHONE:	585 698 6842	PHONE:		Email: alex@rocterra.org
ATTN:	Alex Wirth	ATTN:		

PROJECT REFERENCE: Syracuse Chrome

Matrix Codes:
AQ - Aqueous Liquid; NQ - Non-Aqueous Liquid; WA - Water; WG - Groundwater; DW - Drinking Water; WW - Wastewater; SO - Soil; SL - Sludge; SD - Solid; PT - Paint; WP - Wipe; CK - Caulk; OL - Oil; AR - Air

REQUESTED ANALYSIS

~~DATE COLLECTED~~ Sample	TIME COLLECTED	COMPOSITE	GRAB	~~SAMPLE IDENTIFIER~~ date	MATRIX CODES	NUMBER OF CONTAINERS	Cr+6 6010B total	REMARKS	PARADIGM LAB SAMPLE NUMBER
MW-2	1215		X	12/12/19	WG	1	X	Do Not Filter	01
MW-5	1300		X	↓	↓	1	X	↓	02
MW-6	1130		X			1	X		03
MW-8	1430		X			1	X		04
MW-10	1345		X	↓	↓	1	X	↓	05
								Please use 0.010 as the reporting limit	

Turnaround Time		Report Supplements			
Availability contingent upon lab approval; additional fees may apply.					
Standard 5 day	X	None Required		None Required	X
10 day		Batch QC		Basic EDD	
Rush 3 day		Category A	X	NYSDEC EDD	
Rush 2 day		Category B			
Rush 1 day					
Date Needed _____ please indicate date needed:		Other please indicate package needed:		Other EDD please indicate EDD needed :	

Sampled By — 12/12/19 Date/Time

Relinquished By — Date/Time

Received By — Date/Time

Received @ Lab By — 12/13/19 13:39 Date/Time

Total Cost:

P.I.F.

0°C iced 12/13/19 13:36. Custody Seal N/A, Samples delivered by client. GP 12/13/19

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

See additional page for sample conditions.

Chain of Custody Supplement

Client: RocTerra **Completed by:** Glenn Pezzulo

Lab Project ID: 196156 **Date:** 12/13/19

Sample Condition Requirements

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

Condition	NELAC compliance with the sample condition requirements upon receipt Yes	No	N/A
Container Type	X		
Comments			
Transferred to method-compliant container			X
Headspace (<1 mL)			X
Comments			
Preservation	X		
Comments			
Chlorine Absent (<0.10 ppm per test strip)			X
Comments			
Holding Time	X		
Comments			
Temperature			X
Comments	2°C iced		
Compliant Sample Quantity/Type	X		
Comments			

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

APPENDIX C

APPENDIX B

Site Photos

Culvert Area

Toe Overgrowth Area