

Scope of Work Remedial Action K&K Stripping Site 826021

1. Purpose

Excavate concrete slab, building foundation and lead contaminated soil. Backfill excavations, place topsoil, restore vegetative cover.

2. Site Background

Location: The site is a former furniture stripping facility known as K&K Stripping located at 1920 Buell Avenue in the Village of Lima, in the northeastern corner of Livingston County, New York. The parcel is identified on real property records as Tax Map Number 37.14-1-21.2.

Site Features: This small property is located along a primarily residential street one block southeast of the intersection of Routes 20 and 15A. It is surrounded on three sides by residential properties. A small auto detailing shop abuts the site to the south. There was formerly a vacant single-story commercial structure on-site (approximately 4,300 square feet) along the northern property line. The property is serviced by a gravel driveway. The perimeter and rear of the property are grass-covered. The area is served by a public water supply.

The topography is generally flat and slopes to the south. An unnamed tributary to Spring Brook flows along the southern property line. Surface water runoff flows to this tributary which flows in an easterly direction before entering a culvert flowing beneath Buell Avenue. This tributary discharges to a class C unnamed tributary of Spring Brook.

Current Zoning and Land Use: The site is zoned residential according to the Village of Lima, although actual use of the site had been commercial. The property is currently abandoned.

Past Use of the Site: Prior to Livingston County acquiring the property in August 2010, the former owner operated a furniture stripping business at the site. The stripping business ceased operations following the conviction of the former owner (October 2000) for treatment of hazardous wastes without authorization. Solvents utilized during facility operations included acetone, toluene, MEK, methanol, and methylene chloride.

3. Investigation/Remediation History

This site was the subject of two Department criminal investigations (1997-1998 and 2009-2010) and a hazardous waste removal action by the Department in 2009 (Spill #0900191). Samples collected in 1997 from the sanitary sewer upstream of the municipal sewer main documented VOC and metals being discharged to the village sewer system causing WWTP upsets and high metals in sludge. Data also showed mishandling of hazardous waste with evidence of solvent spillage on the concrete floors and high lead levels in the gravel driveway. In 2009, DEC initiated a removal action which pumped/discharged of 2,000 gallons of solvent waste from a subfloor sump and removed/discharged of some assorted waste containers.

3.1. Site Characterization

In 2012, the Department completed a site characterization and identified high levels of lead in

soil, solvents in interior sumps, and low levels of acetone, xylene, toluene, and 1,3,5 trimethylbenzene in groundwater. Total VOCs in groundwater were less than 10 parts per billion (ppb), lead was detected in groundwater at levels exceeding the New York State groundwater standards. No site-related contamination was detected in surface water. Based upon the Site Characterization Report, the Department completed an interim remedial measure (IRM) at the site in 2016.

3.2. Interim Remedial Measure

In 2016, a soil removal and oil/water separator demolition were completed by a DEC-hired contractor. The goal was to excavate and dispose of lead contaminated soils exceeding commercial SCOs of 1000 ppm due to a proposed zoning change from residential to commercial. Approximately 67 tons of lead-contaminated soil was excavated from the western portion of the property to a depth of approximately 2 feet. These soils were disposed of off-site at a permitted landfill. One of six sidewall confirmatory samples indicated lead levels of 646 ppm which exceed the residential SCO of 400 ppm. The excavation was backfilled with crusher-run stone. Within the building an elevated oil/water separator structure was pumped out, and demolished. Approximately 1,050 gallons of solvent contaminated liquids and sludge were disposed of off-site as a hazardous waste. Approximately 110 tons of associated concrete, fill material, and wooden structural materials were disposed of off-site at a permitted landfill. Confirmatory soil samples indicated lead levels of 696 ppm and 826 ppm which exceed the residential SCO for lead. The area was backfilled with crusher-run stone. Surface water samples from an unnamed tributary to Spring Brook on the south side of the property did not indicate any site-related contamination. The IRM is documented in a construction completion report that is included as an appendix in the Remedial Investigation Report prepared by Ramboll dated October 2019.

Attached are the waste characterization results for the soil disposal.

3.3. Remedial Investigation/Feasibility Study

The Remedial Investigation was completed at the site in 2019. The goal of the RI was to determine the nature and extent of contamination remaining on-site after completion of the IRM in 2016.

Soil:

Acetone and lead were the only contaminants detected above the unrestricted use SCOs. Acetone contamination is limited to shallow soils in a small area beneath the former oil/water separator in the building. This area was subject to the IRM. Lead contamination exceeds the residential SCO of 400 ppm within the upper 2 feet of soil in two small areas of the site.

Groundwater:

Lead was the only contaminant of concern detected in one groundwater well above the New York State Groundwater Standard of 25 parts per billion (ppb). The highest level detected was 53 ppb. These exceedances for lead may be a result high levels of suspended solids (turbidity) in the groundwater samples

Site Geology and Hydrogeology:

The uppermost overburden underlying the site generally consists of fill ranging in thickness from approximately one foot to 10 feet. The fill consists of varying amounts of silt, sand, gravel, small amounts of clay and at times ash and metal fragments. The fill is underlain by clay-rich glacial till

with variable gravel and silt content. The thickness of the overburden is unknown, and mapping indicates that Onondaga Limestone underlies the site.

Groundwater was encountered in monitoring wells at depths ranging from 4.5 to 10 feet below ground surface. Groundwater flows toward the south-southeast, generally following the topography and likely influenced by the nearby stream.

3.4. Building Demolition

In December 2021, Livingston County hired a contractor to demolish the building down to the building slab and dispose of building debris.

4. Scope or Remedial Work

4.1. Site Visit

Initial site reconnaissance with DEC Project Manager to discuss scope of the remedial work.

4.2. Site survey/Map

A base survey map shall be prepared identifying the property limits, monitoring well locations, and the location of the former building. The map shall be submitted to the Department in electronic format (.pdf) 11x17 size.

4.3. Site Clearing and Erosion Control

Clear and grub surficial vegetation. Silt fencing or equivalent (e.g. Diamond Sock) shall be placed along the downslope portions of the site perimeter to prevent sediment run-off.

4.4. Concrete Slab and Foundation Removal

The concrete slab and foundation elements shall be excavated and disposed of off-site at either a permitted concrete recycler or permitted disposal facility. Excavation shall be backfilled with clean imported material A as specified in under Soil Import Section below.

Community Air Monitoring Plan (CAMP) monitoring is required during all ground intrusive activities. A PID shall be used to screen for VOCs during excavation activities. Any elevated VOCs should have the location noted for sample locations. At least four samples shall be obtained beneath the slab (outside the lead contaminated soil area defined in section 4.5 and Figure 6) and submitted to an ELAP approved lab with category B deliverables for VOC and lead analyses.

4.5. Lead Contaminated Soil Excavation

Excavate and approximate 30' by 15' be area to a depth of two feet. The material shall be characterized and disposed of at a permitted facility. Characterization shall be the disposal facility requirements. See Figure 6 for approximate location. Four confirmatory samples shall be obtained beneath the slab and submitted to an ELAP approved lab with category B deliverables for lead analyses. The area will not be backfilled until confirmatory sample results are received and the levels of lead are below the residential SCOs (400 ppm). Attached is the waste characterization data from the previous soil excavation.

If soils do not meet the SCOs for lead, additional excavations will be required until the residential SCO for lead is achieved. Once approved, excavation shall be backfilled with clean imported material A as specified under Soil Import Section below. CAMP monitoring is required during all ground intrusive activities. A PID shall be used to screen for VOCs during excavation activities

4.6. Former Drainage Pipe

Excavate and remove former drainpipe and dispose of materials at a permitted facility. See Figure 6 for approximate location of the pipe.

4.7. Site Restoration

The area of the former building shall be graded to drain towards the south with a slope no greater than 1%. At least six inches of topsoil shall be placed over backfilled areas and seeded. Erosion control shall be removed once a vegetative cover has been established unless it is biodegradable. Topsoil shall extend over the existing gravel driveway.

4.8. Soil Import

Two types of backfill. Material A will consist of stone meeting the sieve requirements in DER-10 Section 5.4(e)5. Material B shall consist of topsoil that meets the Residential SCOs in 6NYCRR Part 375. Topsoil shall be sampled per guidelines in DER-10 import request.

4.9. Data Usability and EDD Submittal

Data from received from soils sampled in section 4.4 and 4.5 shall be submitted to a third party validator to prepare a data usability study report (DUSR). Validated data shall have an EDD package prepared and submitted to EQUIS.

4.10. Decommission 3 monitoring wells

Prior to placement of topsoil backfill decommission the three monitoring wells. See Figure 3 for approximate well locations.

5. Deliverables

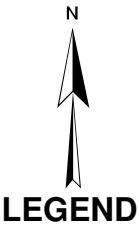
- Documentation of the type and quantity of all imported materials.
- Documentation of disposal quantities and location for concrete and lead contaminated soils.
- DUSR
- Site map as specified in Section 4.2.
- Documentation of well decommissioning.

Figure 1 - K&K Stripping





NOTES:
1. IRM - INTERIM REMEDIAL MEASURES
2. '6 NYCRR PART 375, TABLE 375-6.8 SOIL CLEANUP OBJECTIVES, DECEMBER 14, 2006 AND CP-51, SOIL CLEANUP GUIDANCE, TABLE 1: SUPPLEMENTAL SOIL CLEANUP OBJECTIVES, OCTOBER 21, 2010.
3. SAMPLE LOCATION SYMBOLS WITHOUT COLORED LINES REPRESENT SAMPLES WITH RESULTS BELOW SCOs.
4. IMPORTED GRAVEL ABOVE GRADE WAS LAID OVER FABRIC DURING IRM ACTIVITIES.
5. Area 2 limits of excavation demarcated with orange snow fence, backfilled to grade with gravel and compacted.
6. Area 3 demolition left exposed soil at grade. Exposed soil from demolition covered with orange snow fence and six inches of gravel and compacted.



IRM DOCUMENTATION SAMPLING

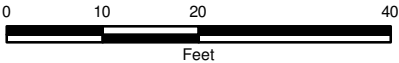
- COMPOSITE SIDEWALL SAMPLE (0-2')
- IRM EXCAVATION LIMITS
- COMPOSITE SIDEWALL SAMPLE (0-2')
- COMPOSITE SIDEWALL SAMPLE EXCEEDING UNRESTRICTED SCOs
- COMPOSITE SIDEWALL SAMPLE EXCEEDING RESIDENTIAL AND PROTECTION OF GROUNDWATER SCOs
- COMPOSITE FLOOR SOIL SAMPLE (6") EXCEEDING UNRESTRICTED, RESIDENTIAL, AND PROTECTION OF GROUNDWATER SCOs

SITE FEATURES

- UNDERGROUND PIPE
- APPROXIMATE FORMER ELEVATED OIL WATER SEPARATOR
- EXTENT OF IMPORTED GRAVEL ABOVE GRADE
- PROPERTY LINE
- UNNAMED TRIBUTARY

NYSDEC
REMEDIAL INVESTIGATION
K&K STRIPPING SITE
LIMA, NEW YORK
SITE NO. 826021

**INTERIM REMEDIAL MEASURES
SITE LAYOUT**

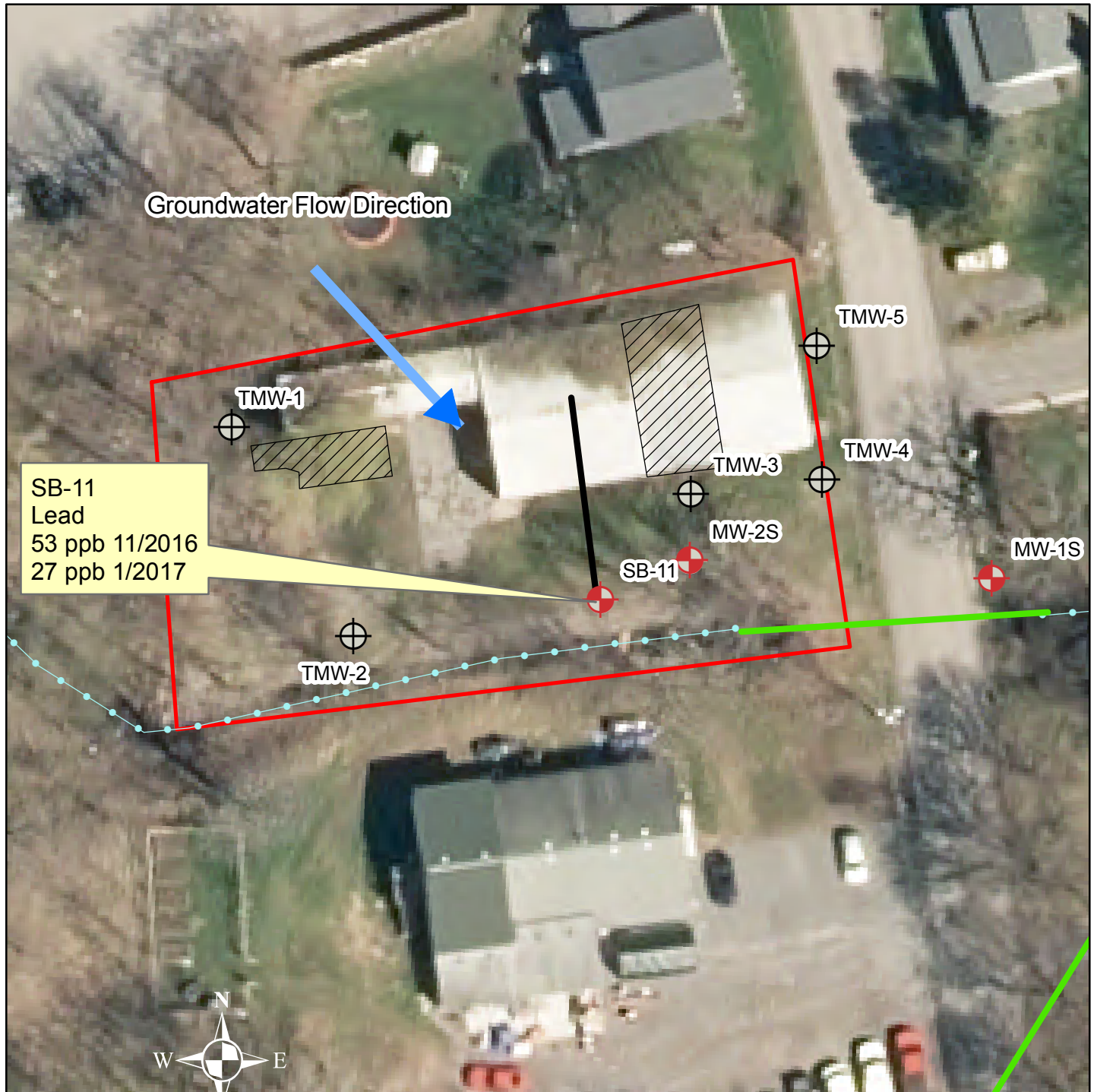


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FEBRUARY 2018



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Figure 3 - Groundwater

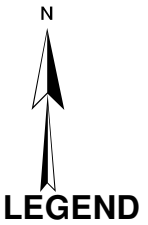


0 10 20 40 60 80 Feet

Legend

- SC-Wells
- RI Wells
- Sump Discharge Pipe
- Culvert
- Unnamed Tributary
- IRM Areas

FIGURE 4



- RI SAMPLE LOCATIONS**
- MONITORING WELL
 - SOIL BORING
 - SURFACE SOIL
 - NEAR SURFACE SOIL
- SC SAMPLE LOCATIONS**
- NEAR SURFACE SOIL
 - SOIL BORING
- IRM SAMPLE LOCATIONS**
- COMPOSITE FLOOR SOIL SAMPLE (6") EXCEEDING UNRESTRICTED, RESIDENTIAL, AND PROTECTION OF GROUNDWATER SCOs
 - IRM EXCAVATION LIMITS
- LEAD RESULTS COMPARED TO SCOs¹**
- LEAD EXCEEDS UNRESTRICTED SCO (63 mg/kg)
 - LEAD EXCEEDS RESIDENTIAL SCO (400 mg/kg)
 - LEAD EXCEEDS PROTECTION OF GROUNDWATER SCO (450 mg/kg)
- SITE FEATURES**
- UNDERGROUND PIPE
 - APPROXIMATE FORMER ELEVATED OIL WATER SEPARATOR
 - EXTENT OF IMPORTED GRAVEL ABOVE GRADE
 - PROPERTY LINE
 - UNNAMED TRIBUTARY

**NYSDEC
REMEDIAL INVESTIGATION
K&K STRIPPING SITE
LIMA, NEW YORK
SITE NO. 826021**

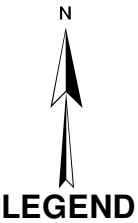
**SURFACE SOIL (0-2")
LEAD EXCEEDANCES**



FILE NO. 8653.62147
FEBRUARY 2018



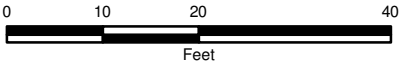
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- RI SAMPLE LOCATIONS**
- MONITORING WELL
 - SOIL BORING
 - SURFACE SOIL
 - SURFACE SOIL/SOIL BORING
 - NEAR SURFACE SOIL
- SC SAMPLE LOCATIONS**
- NEAR SURFACE SOIL
 - SOIL BORING
- IRM DOCUMENTATION SAMPLING**
- COMPOSITE SIDEWALL SAMPLE (0-2')
 - IRM EXCAVATION LIMITS
- LEAD RESULTS COMPARED TO SCOS¹**
- LEAD EXCEEDS UNRESTRICTED SCO (63 mg/kg)
 - LEAD EXCEEDS RESIDENTIAL SCO (400 mg/kg)
 - LEAD EXCEEDS PROTECTION OF GROUNDWATER SCO (450 mg/kg)
- SITE FEATURES**
- UNDERGROUND PIPE
 - APPROXIMATE FORMER ELEVATED OIL WATER SEPARATOR
 - EXTENT OF IMPORTED GRAVEL ABOVE GRADE
 - PROPERTY LINE
 - UNNAMED TRIBUTARY

**NYSDEC
REMEDIAL INVESTIGATION
K&K STRIPPING SITE
LIMA, NEW YORK
SITE NO. 826021**

**RI, IRM, AND SC
SUBSURFACE SOIL (>6" DEPTH)
LEAD EXCEEDANCES**



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Figure 6 - K&K Stripping
Proposed Remedy

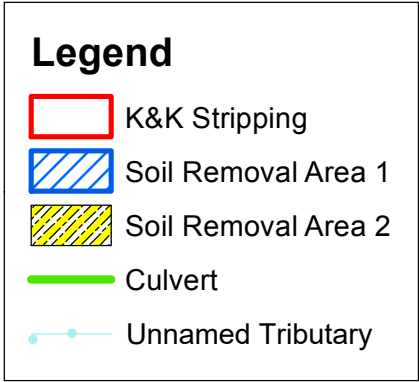
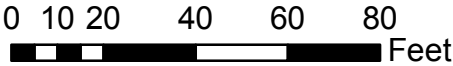
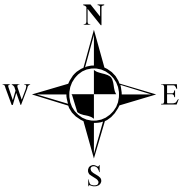




EXHIBIT 2
WASTE CHARACTERIZATION LABORATORY RESULTS



EXHIBIT 2
AREA 2
WASTE CHARACTERIZATION LABORATORY REPORTS



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For
TREC Environmental Inc.

For Lab Project ID

161619

Referencing

K&K Stripping

Prepared

Monday, May 02, 2016

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 read "D. R. G. O.", is positioned above 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

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Report Prepared Monday, May 02, 2016



Lab Project ID: 161619

Client: **TREC Environmental Inc.**

Project Reference: K&K Stripping

Sample Identifier: Disposal

Lab Sample ID: 161619-01

Date Sampled: 4/26/2016

Matrix: Soil

Date Received: 4/26/2016

Flash Point

Analyte	Result	Units	Qualifier	Date Analyzed
Flash Point, Celsius	>70.0	C		4/28/2016
Method Reference(s): EPA 1010A				

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 8.37	ug/Kg		4/27/2016 16:13
1,1,2,2-Tetrachloroethane	< 8.37	ug/Kg		4/27/2016 16:13
1,1,2-Trichloroethane	< 8.37	ug/Kg		4/27/2016 16:13
1,1-Dichloroethane	< 8.37	ug/Kg		4/27/2016 16:13
1,1-Dichloroethene	< 8.37	ug/Kg		4/27/2016 16:13
1,2,3-Trichlorobenzene	< 20.9	ug/Kg		4/27/2016 16:13
1,2,4-Trichlorobenzene	< 20.9	ug/Kg		4/27/2016 16:13
1,2-Dibromo-3-Chloropropane	< 41.9	ug/Kg		4/27/2016 16:13
1,2-Dibromoethane	< 8.37	ug/Kg		4/27/2016 16:13
1,2-Dichlorobenzene	< 8.37	ug/Kg		4/27/2016 16:13
1,2-Dichloroethane	< 8.37	ug/Kg		4/27/2016 16:13
1,2-Dichloropropane	< 8.37	ug/Kg		4/27/2016 16:13
1,3-Dichlorobenzene	< 8.37	ug/Kg		4/27/2016 16:13
1,4-Dichlorobenzene	< 8.37	ug/Kg		4/27/2016 16:13
1,4-dioxane	< 83.7	ug/Kg		4/27/2016 16:13
2-Butanone	< 41.9	ug/Kg		4/27/2016 16:13
2-Hexanone	< 20.9	ug/Kg		4/27/2016 16:13
4-Methyl-2-pentanone	< 20.9	ug/Kg		4/27/2016 16:13
Acetone	45.9	ug/Kg		4/27/2016 16:13
Benzene	< 8.37	ug/Kg		4/27/2016 16:13
Bromochloromethane	< 20.9	ug/Kg		4/27/2016 16:13
Bromodichloromethane	< 8.37	ug/Kg		4/27/2016 16:13
Bromoform	< 20.9	ug/Kg		4/27/2016 16:13
Bromomethane	< 8.37	ug/Kg		4/27/2016 16:13

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Lab Project ID: 161619

Client: **TREC Environmental Inc.**

Project Reference: K&K Stripping

Sample Identifier:	Disposal		
Lab Sample ID:	161619-01	Date Sampled:	4/26/2016
Matrix:	Soil	Date Received:	4/26/2016
Carbon disulfide	< 8.37	ug/Kg	4/27/2016 16:13
Carbon Tetrachloride	< 8.37	ug/Kg	4/27/2016 16:13
Chlorobenzene	< 8.37	ug/Kg	4/27/2016 16:13
Chloroethane	< 8.37	ug/Kg	4/27/2016 16:13
Chloroform	< 8.37	ug/Kg	4/27/2016 16:13
Chloromethane	< 8.37	ug/Kg	4/27/2016 16:13
cis-1,2-Dichloroethene	< 8.37	ug/Kg	4/27/2016 16:13
cis-1,3-Dichloropropene	< 8.37	ug/Kg	4/27/2016 16:13
Cyclohexane	< 41.9	ug/Kg	4/27/2016 16:13
Dibromochloromethane	< 8.37	ug/Kg	4/27/2016 16:13
Dichlorodifluoromethane	< 8.37	ug/Kg	4/27/2016 16:13
Ethylbenzene	< 8.37	ug/Kg	4/27/2016 16:13
Freon 113	< 8.37	ug/Kg	4/27/2016 16:13
Isopropylbenzene	< 8.37	ug/Kg	4/27/2016 16:13
m,p-Xylene	< 8.37	ug/Kg	4/27/2016 16:13
Methyl acetate	< 8.37	ug/Kg	4/27/2016 16:13
Methyl tert-butyl Ether	< 8.37	ug/Kg	4/27/2016 16:13
Methylcyclohexane	< 8.37	ug/Kg	4/27/2016 16:13
Methylene chloride	< 20.9	ug/Kg	4/27/2016 16:13
o-Xylene	< 8.37	ug/Kg	4/27/2016 16:13
Styrene	< 20.9	ug/Kg	4/27/2016 16:13
Tetrachloroethene	< 8.37	ug/Kg	4/27/2016 16:13
Toluene	< 8.37	ug/Kg	4/27/2016 16:13
trans-1,2-Dichloroethene	< 8.37	ug/Kg	4/27/2016 16:13
trans-1,3-Dichloropropene	< 8.37	ug/Kg	4/27/2016 16:13
Trichloroethene	< 8.37	ug/Kg	4/27/2016 16:13
Trichlorofluoromethane	< 8.37	ug/Kg	4/27/2016 16:13
Vinyl chloride	< 8.37	ug/Kg	4/27/2016 16:13

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Lab Project ID: 161619

Client: **TREC Environmental Inc.**

Project Reference: K&K Stripping

Sample Identifier: Disposal

Lab Sample ID: 161619-01

Date Sampled: 4/26/2016

Matrix: Soil

Date Received: 4/26/2016

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>	
1,2-Dichloroethane-d4	107	85.4 - 122		4/27/2016	16:13
4-Bromofluorobenzene	102	81.1 - 115		4/27/2016	16:13
Pentafluorobenzene	103	90.7 - 109		4/27/2016	16:13
Toluene-D8	103	88.5 - 110		4/27/2016	16:13

Method Reference(s): EPA 8260C

EPA 5035A

Data File: x31919.D

This sample was not collected following SW846 5035A specifications. Accordingly, any Volatiles soil results that are less than 200 ug/Kg, including Non Detects, may be biased low, per ELAP method 5035 guidance document from 11/15/2012.



Lab Project ID: 161619

Client: **TREC Environmental Inc.**

Project Reference: K&K Stripping

Sample Identifier: Disposal

Lab Sample ID: 161619-01A

Date Sampled: 4/26/2016

Matrix: TCLP Extract

Date Received: 4/26/2016

TCLP Mercury

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	< 0.00200	mg/L	0.2		4/29/2016 16:36
Method Reference(s):	EPA 7470A EPA 1311				
Preparation Date:	4/29/2016				
Data File:	Hg160429C				

TCLP RCRA Metals (ICP)

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		4/29/2016 12:45
Barium	1.87	mg/L	100		4/29/2016 12:45
Cadmium	< 0.0250	mg/L	1		4/29/2016 12:45
Chromium	< 0.0500	mg/L	5		4/29/2016 12:45
Lead	< 0.100	mg/L	5		4/29/2016 12:45
Selenium	< 0.100	mg/L	1		4/29/2016 12:45
Silver	< 0.0500	mg/L	5		4/29/2016 12:45
Method Reference(s):	EPA 6010C EPA 1311 / 3005A				
Preparation Date:	4/28/2016				
Data File:	042916a				

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Report Prepared Monday, May 02, 2016

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Analytical Report Appendix

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

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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.

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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. 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 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.

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.

CHAIN OF CUSTODY

1 of 2



REPORT TO:

INVOICE TO:

PROJECT NAME/SITE NAME:
K4K Shipping

COMPANY: TREC Environmental, Inc		COMPANY: Same		LAB PROJECT #:	CLIENT PROJECT #:
ADDRESS: 1018 Washington Street		ADDRESS:		161619	
CITY: Geneva	STATE: NY	CITY:	STATE:	TURNAROUND TIME: (WORKING DAYS)	
PHONE: (585) 594-5546	FAX:	PHONE:	FAX:		
ATTN: Michael Carpenter		ATTN:			
COMMENTS: mcarp@trecenv.com		REQUESTED ANALYSIS		Quotation # <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> OTHER	

DATE	TIME	COMPOSITE	GRADES	SAMPLE LOCATION/FIELD ID	MATERIALS	CONTAMINANTS	TESTS	REMARKS	PARADIGM LAB SAMPLE NUMBER
1/26/16	9:00 AM	X		Disposal	Soil	1	<input checked="" type="checkbox"/> Total VOCs <input checked="" type="checkbox"/> TCLP Metals <input checked="" type="checkbox"/> Flashpoint	mix well A for TCLP extract. or 4/26/16	01A
2									
3									
4									
5									
6									
7									
8									
9									
10									

LAB USE ONLY BELOW THIS LINE

Sample Condition: Per NELAC/ELAP 210/241/242/243/244

Receipt Parameter NELAC Compliance

Comments:	Container Type:	Y <input type="checkbox"/> N <input type="checkbox"/>
Comments:	Preservation:	Y <input type="checkbox"/> N <input type="checkbox"/>
Comments:	Holding Time:	Y <input type="checkbox"/> N <input type="checkbox"/>
Comments:	Temperature:	Y <input type="checkbox"/> N <input type="checkbox"/>

Comments: **Sec 4/26/16 14:59**

Sampled By: Paul Willey	Date/Time: 4/26/16 @ 9:00	Total Cost:
Reinquired By: Paul Willey	Date/Time: 4/26/16 14:50	
Received By: Barbara	Date/Time: 4/26/16 14:58	P.I.F. <input type="checkbox"/>
Received @ Lab By: AL	Date/Time: 4/26/16 15:09	



2 of 2

Chain of Custody SupplementClient: TREC EnvironmentalCompleted by: Glenn PezzuloLab Project ID: 161619Date: 4/26/16**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	<input checked="" type="checkbox"/> metals	<input checked="" type="checkbox"/> SO3S	<input type="checkbox"/>
Comments	<u>Sample collected in plastic bag, transferred portion to 8oz glass jar for VOC, Flashpoint.</u>		
Transferred to method-compliant container	<input checked="" type="checkbox"/> pb to g3	<input type="checkbox"/>	<input checked="" type="checkbox"/> metals
Headspace (<1 mL)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Preservation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> metals
Comments	<u>5°C</u>		
Sufficient Sample Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			



EXHIBIT 2
AREA 3
WASTE CHARACTERIZATION LABORATORY REPORTS



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For
TREC Environmental Inc.

For Lab Project ID

163836

Referencing

K and K

Prepared

Monday, September 12, 2016

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 read "M. King", 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 • PADEP ID# 68-02351

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Report Prepared Monday, September 12, 2016

Page 1 of 16



Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: SP2-VOC

Lab Sample ID: 163836-01

Date Sampled: 9/2/2016

Matrix: Soil

Date Received: 9/2/2016

Ignitability

Analyte	Result	Units	Qualifier	Date Analyzed
Ignitability	No Burn	mm / sec		9/12/2016
Method Reference(s): EPA 1030				

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 7.24	ug/Kg		9/9/2016 18:30
1,1,2,2-Tetrachloroethane	< 7.24	ug/Kg		9/9/2016 18:30
1,1,2-Trichloroethane	< 7.24	ug/Kg		9/9/2016 18:30
1,1-Dichloroethane	< 7.24	ug/Kg		9/9/2016 18:30
1,1-Dichloroethene	< 7.24	ug/Kg		9/9/2016 18:30
1,2,3-Trichlorobenzene	< 18.1	ug/Kg		9/9/2016 18:30
1,2,4-Trichlorobenzene	< 18.1	ug/Kg		9/9/2016 18:30
1,2-Dibromo-3-Chloropropane	< 36.2	ug/Kg		9/9/2016 18:30
1,2-Dibromoethane	< 7.24	ug/Kg		9/9/2016 18:30
1,2-Dichlorobenzene	< 7.24	ug/Kg		9/9/2016 18:30
1,2-Dichloroethane	< 7.24	ug/Kg		9/9/2016 18:30
1,2-Dichloropropane	< 7.24	ug/Kg		9/9/2016 18:30
1,3-Dichlorobenzene	< 7.24	ug/Kg		9/9/2016 18:30
1,4-Dichlorobenzene	< 7.24	ug/Kg		9/9/2016 18:30
1,4-dioxane	< 72.4	ug/Kg		9/9/2016 18:30
2-Butanone	< 36.2	ug/Kg		9/9/2016 18:30
2-Hexanone	< 18.1	ug/Kg		9/9/2016 18:30
4-Methyl-2-pentanone	< 18.1	ug/Kg		9/9/2016 18:30
Acetone	< 36.2	ug/Kg		9/9/2016 18:30
Benzene	< 7.24	ug/Kg		9/9/2016 18:30
Bromochloromethane	< 18.1	ug/Kg		9/9/2016 18:30
Bromodichloromethane	< 7.24	ug/Kg		9/9/2016 18:30
Bromoform	< 18.1	ug/Kg		9/9/2016 18:30
Bromomethane	< 7.24	ug/Kg		9/9/2016 18:30

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Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: SP2-VOC

Lab Sample ID: 163836-01

Date Sampled: 9/2/2016

Matrix: Soil

Date Received: 9/2/2016

Carbon disulfide	< 7.24	ug/Kg	9/9/2016 18:30
Carbon Tetrachloride	< 7.24	ug/Kg	9/9/2016 18:30
Chlorobenzene	< 7.24	ug/Kg	9/9/2016 18:30
Chloroethane	< 7.24	ug/Kg	9/9/2016 18:30
Chloroform	< 7.24	ug/Kg	9/9/2016 18:30
Chloromethane	< 7.24	ug/Kg	9/9/2016 18:30
cis-1,2-Dichloroethene	< 7.24	ug/Kg	9/9/2016 18:30
cis-1,3-Dichloropropene	< 7.24	ug/Kg	9/9/2016 18:30
Cyclohexane	< 36.2	ug/Kg	9/9/2016 18:30
Dibromochloromethane	< 7.24	ug/Kg	9/9/2016 18:30
Dichlorodifluoromethane	< 7.24	ug/Kg	9/9/2016 18:30
Ethylbenzene	< 7.24	ug/Kg	9/9/2016 18:30
Freon 113	< 7.24	ug/Kg	9/9/2016 18:30
Isopropylbenzene	< 7.24	ug/Kg	9/9/2016 18:30
m,p-Xylene	< 7.24	ug/Kg	9/9/2016 18:30
Methyl acetate	< 7.24	ug/Kg	9/9/2016 18:30
Methyl tert-butyl Ether	< 7.24	ug/Kg	9/9/2016 18:30
Methylcyclohexane	< 7.24	ug/Kg	9/9/2016 18:30
Methylene chloride	< 18.1	ug/Kg	9/9/2016 18:30
o-Xylene	< 7.24	ug/Kg	9/9/2016 18:30
Styrene	< 18.1	ug/Kg	9/9/2016 18:30
Tetrachloroethene	< 7.24	ug/Kg	9/9/2016 18:30
Toluene	< 7.24	ug/Kg	9/9/2016 18:30
trans-1,2-Dichloroethene	< 7.24	ug/Kg	9/9/2016 18:30
trans-1,3-Dichloropropene	< 7.24	ug/Kg	9/9/2016 18:30
Trichloroethene	< 7.24	ug/Kg	9/9/2016 18:30
Trichlorofluoromethane	< 7.24	ug/Kg	9/9/2016 18:30
Vinyl chloride	< 7.24	ug/Kg	9/9/2016 18:30

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Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: SP2-VOC

Lab Sample ID: 163836-01

Date Sampled: 9/2/2016

Matrix: Soil

Date Received: 9/2/2016

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed	
1,2-Dichloroethane-d4	107	81.3 - 124		9/9/2016	18:30
4-Bromofluorobenzene	100	80 - 117		9/9/2016	18:30
Pentafluorobenzene	101	88.3 - 111		9/9/2016	18:30
Toluene-D8	101	78 - 123		9/9/2016	18:30

Method Reference(s): EPA 8260C
EPA 5035A

Data File: x35242.D

This sample was not collected following SW846 5035A specifications. Accordingly, any Volatiles soil results that are less than 200 ug/Kg, including Non Detects, may be biased low, per ELAP method 5035 guidance document from 11/15/2012.



Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: SP2-VOC

Lab Sample ID: 163836-01A

Date Sampled: 9/2/2016

Matrix: TCLP Extract

Date Received: 9/2/2016

TCLP Mercury

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	< 0.00200	mg/L	0.2		9/9/2016 11:54
Method Reference(s):	EPA 7470A EPA 1311				
Preparation Date:	9/8/2016				
Data File:	Hg160909A				

TCLP RCRA Metals (ICP)

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		9/7/2016 23:40
Barium	0.637	mg/L	100		9/7/2016 23:40
Cadmium	< 0.0250	mg/L	1		9/7/2016 23:40
Chromium	< 0.0500	mg/L	5		9/7/2016 23:40
Lead	< 0.100	mg/L	5		9/7/2016 23:40
Selenium	< 0.100	mg/L	1		9/7/2016 23:40
Silver	< 0.0500	mg/L	5		9/7/2016 23:40
Method Reference(s):	EPA 6010C EPA 1311 / 3005A				
Preparation Date:	9/3/2016				
Data File:	090716c				

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Report Prepared Monday, September 12, 2016

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Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: RO-001 Comp

Lab Sample ID: 163836-02

Date Sampled: 9/2/2016

Matrix: Solid

Date Received: 9/2/2016

Flash Point

Analyte	Result	Units	Qualifier	Date Analyzed
Flash Point, Celsius	>70.0	C		9/7/2016
Method Reference(s):	EPA 1010A			

Ignitability

Analyte	Result	Units	Qualifier	Date Analyzed
Ignitability	No Burn	mm / sec		9/12/2016
Method Reference(s):	EPA 1030			

PCBs

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1221	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1232	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1242	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1248	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1254	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1260	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1262	< 0.314	mg/Kg		9/12/2016 03:56
PCB-1268	< 0.314	mg/Kg		9/12/2016 03:56

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl	88.1	10 - 146		9/12/2016 03:56
Tetrachloro-m-xylene	81.0	10 - 141		9/12/2016 03:56

Method Reference(s): EPA 8082A
EPA 3550C
Preparation Date: 9/7/2016

pH

Analyte	Result	Units	Qualifier	Date Analyzed
pH	11.33 @ 21.0 C	S.U.		9/6/2016 12:50
Method Reference(s):	EPA 9045D			

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Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: RO-001 Comp

Lab Sample ID: 163836-02A

Date Sampled: 9/2/2016

Matrix: TCLP Extract

Date Received: 9/2/2016

TCLP Mercury

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	< 0.00200	mg/L	0.2		9/9/2016 11:57
Method Reference(s):	EPA 7470A EPA 1311				
Preparation Date:	9/8/2016				
Data File:	Hg160909A				

TCLP RCRA Metals (ICP)

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		9/7/2016 23:45
Barium	< 0.500	mg/L	100		9/7/2016 23:45
Cadmium	< 0.0250	mg/L	1		9/7/2016 23:45
Chromium	< 0.0500	mg/L	5		9/7/2016 23:45
Lead	0.154	mg/L	5		9/7/2016 23:45
Selenium	< 0.100	mg/L	1		9/7/2016 23:45
Silver	< 0.0500	mg/L	5		9/7/2016 23:45
Method Reference(s):	EPA 6010C EPA 1311 / 3005A				
Preparation Date:	9/3/2016				
Data File:	090716c				

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Report Prepared Monday, September 12, 2016

Page 7 of 16

Lab Project ID: 163836
Client: **TREC Environmental Inc.**
Project Reference: K and K

Sample Identifier: RO-001 Grab

Lab Sample ID: 163836-03

Date Sampled: 9/2/2016

Matrix: Solid

Date Received: 9/2/2016

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 8.55	ug/Kg		9/9/2016 18:54
1,1,2,2-Tetrachloroethane	< 8.55	ug/Kg		9/9/2016 18:54
1,1,2-Trichloroethane	< 8.55	ug/Kg		9/9/2016 18:54
1,1-Dichloroethane	< 8.55	ug/Kg		9/9/2016 18:54
1,1-Dichloroethene	< 8.55	ug/Kg		9/9/2016 18:54
1,2,3-Trichlorobenzene	< 21.4	ug/Kg		9/9/2016 18:54
1,2,4-Trichlorobenzene	< 21.4	ug/Kg		9/9/2016 18:54
1,2-Dibromo-3-Chloropropane	< 42.7	ug/Kg		9/9/2016 18:54
1,2-Dibromoethane	< 8.55	ug/Kg		9/9/2016 18:54
1,2-Dichlorobenzene	< 8.55	ug/Kg		9/9/2016 18:54
1,2-Dichloroethane	< 8.55	ug/Kg		9/9/2016 18:54
1,2-Dichloropropane	< 8.55	ug/Kg		9/9/2016 18:54
1,3-Dichlorobenzene	< 8.55	ug/Kg		9/9/2016 18:54
1,4-Dichlorobenzene	< 8.55	ug/Kg		9/9/2016 18:54
1,4-dioxane	< 85.5	ug/Kg		9/9/2016 18:54
2-Butanone	< 42.7	ug/Kg		9/9/2016 18:54
2-Hexanone	< 21.4	ug/Kg		9/9/2016 18:54
4-Methyl-2-pentanone	< 21.4	ug/Kg		9/9/2016 18:54
Acetone	< 42.7	ug/Kg		9/9/2016 18:54
Benzene	< 8.55	ug/Kg		9/9/2016 18:54
Bromochloromethane	< 21.4	ug/Kg		9/9/2016 18:54
Bromodichloromethane	< 8.55	ug/Kg		9/9/2016 18:54
Bromoform	< 21.4	ug/Kg		9/9/2016 18:54
Bromomethane	< 8.55	ug/Kg		9/9/2016 18:54
Carbon disulfide	< 8.55	ug/Kg		9/9/2016 18:54
Carbon Tetrachloride	< 8.55	ug/Kg		9/9/2016 18:54
Chlorobenzene	< 8.55	ug/Kg		9/9/2016 18:54
Chloroethane	< 8.55	ug/Kg		9/9/2016 18:54
Chloroform	< 8.55	ug/Kg		9/9/2016 18:54

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Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: RO-001 Grab

Lab Sample ID: 163836-03

Date Sampled: 9/2/2016

Matrix: Solid

Date Received: 9/2/2016

Chloromethane	< 8.55	ug/Kg	9/9/2016 18:54
cis-1,2-Dichloroethene	< 8.55	ug/Kg	9/9/2016 18:54
cis-1,3-Dichloropropene	< 8.55	ug/Kg	9/9/2016 18:54
Cyclohexane	< 42.7	ug/Kg	9/9/2016 18:54
Dibromochloromethane	< 8.55	ug/Kg	9/9/2016 18:54
Dichlorodifluoromethane	< 8.55	ug/Kg	9/9/2016 18:54
Ethylbenzene	< 8.55	ug/Kg	9/9/2016 18:54
Freon 113	< 8.55	ug/Kg	9/9/2016 18:54
Isopropylbenzene	< 8.55	ug/Kg	9/9/2016 18:54
m,p-Xylene	< 8.55	ug/Kg	9/9/2016 18:54
Methyl acetate	< 8.55	ug/Kg	9/9/2016 18:54
Methyl tert-butyl Ether	< 8.55	ug/Kg	9/9/2016 18:54
Methylcyclohexane	< 8.55	ug/Kg	9/9/2016 18:54
Methylene chloride	< 21.4	ug/Kg	9/9/2016 18:54
o-Xylene	< 8.55	ug/Kg	9/9/2016 18:54
Styrene	< 21.4	ug/Kg	9/9/2016 18:54
Tetrachloroethene	< 8.55	ug/Kg	9/9/2016 18:54
Toluene	< 8.55	ug/Kg	9/9/2016 18:54
trans-1,2-Dichloroethene	< 8.55	ug/Kg	9/9/2016 18:54
trans-1,3-Dichloropropene	< 8.55	ug/Kg	9/9/2016 18:54
Trichloroethene	< 8.55	ug/Kg	9/9/2016 18:54
Trichlorofluoromethane	< 8.55	ug/Kg	9/9/2016 18:54
Vinyl chloride	< 8.55	ug/Kg	9/9/2016 18:54

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.



Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: RO-001 Grab

Lab Sample ID: 163836-03

Date Sampled: 9/2/2016

Matrix: Solid

Date Received: 9/2/2016

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>	
1,2-Dichloroethane-d4	106	81.3 - 124		9/9/2016	18:54
4-Bromofluorobenzene	101	80 - 117		9/9/2016	18:54
Pentafluorobenzene	100	88.3 - 111		9/9/2016	18:54
Toluene-D8	99.5	78 - 123		9/9/2016	18:54

Method Reference(s): EPA 8260C
EPA 5035A

Data File: x35243.D

This sample was not collected following SW846 5035A specifications. Accordingly, any Volatiles soil results that are less than 200 ug/Kg, including Non Detects, may be biased low, per ELAP method 5035 guidance document from 11/15/2012.



Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: RO-001 Grab

Lab Sample ID: 163836-03A

Date Sampled: 9/2/2016

Matrix: TCLP Extract

Date Received: 9/2/2016

TCLP Semi-Volatile Organics

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,4-Dichlorobenzene	< 40.0	ug/L	7500		9/8/2016 07:12
2,4,5-Trichlorophenol	< 80.0	ug/L	400000		9/8/2016 07:12
2,4,6-Trichlorophenol	< 40.0	ug/L	2000		9/8/2016 07:12
2,4-Dinitrotoluene	< 40.0	ug/L	130		9/8/2016 07:12
Cresols (as m,p,o-Cresol)	< 80.0	ug/L	200000		9/8/2016 07:12
Hexachlorobenzene	< 40.0	ug/L	130		9/8/2016 07:12
Hexachlorobutadiene	< 40.0	ug/L	500		9/8/2016 07:12
Hexachloroethane	< 40.0	ug/L	3000		9/8/2016 07:12
Nitrobenzene	< 40.0	ug/L	2000		9/8/2016 07:12
Pentachlorophenol	< 80.0	ug/L	100000		9/8/2016 07:12
Pyridine	< 40.0	ug/L	5000		9/8/2016 07:12

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
2,4,6-Tribromophenol	92.1	42.2 - 115		9/8/2016 07:12
2-Fluorobiphenyl	92.5	41.5 - 97.8		9/8/2016 07:12
2-Fluorophenol	68.7	13.4 - 95.4		9/8/2016 07:12
Nitrobenzene-d5	79.9	48 - 97.5		9/8/2016 07:12
Phenol-d5	66.2	10 - 95.4		9/8/2016 07:12
Terphenyl-d14	93.1	55.2 - 109		9/8/2016 07:12

Method Reference(s): EPA 8270D
EPA 1311 / 3510C
Preparation Date: 9/6/2016
Data File: B13924.D

TCLP Volatile Organics

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,1-Dichloroethene	< 20.0	ug/L	700		9/8/2016 00:44
1,2-Dichloroethane	< 20.0	ug/L	500		9/8/2016 00:44
2-Butanone	< 100	ug/L	200000		9/8/2016 00:44
Benzene	< 20.0	ug/L	500		9/8/2016 00:44
Carbon Tetrachloride	< 20.0	ug/L	500		9/8/2016 00:44

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Lab Project ID: 163836

Client: **TREC Environmental Inc.**

Project Reference: K and K

Sample Identifier: RO-001 Grab

Lab Sample ID: 163836-03A

Date Sampled: 9/2/2016

Matrix: TCLP Extract

Date Received: 9/2/2016

Chlorobenzene	< 20.0	ug/L	100000	9/8/2016 00:44
Chloroform	< 20.0	ug/L	6000	9/8/2016 00:44
Tetrachloroethene	< 20.0	ug/L	700	9/8/2016 00:44
Trichloroethene	< 20.0	ug/L	500	9/8/2016 00:44
Vinyl chloride	< 20.0	ug/L	200	9/8/2016 00:44

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	106	86 - 116		9/8/2016 00:44
4-Bromofluorobenzene	93.7	82.2 - 113		9/8/2016 00:44
Pentafluorobenzene	97.0	90.9 - 110		9/8/2016 00:44
Toluene-D8	101	90.8 - 109		9/8/2016 00:44

Method Reference(s): EPA 8260C
EPA 1311 / 5030C
Data File: x35162.D

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Report Prepared Monday, September 12, 2016

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Analytical Report Appendix

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

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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.

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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. 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 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.

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

2062



Chain of Custody Supplement

Client:

Free

Completed by:

Molykait

Lab Project ID:

163836

Date:

9/2/16

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 5035	<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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> ymt
Comments	<u>3°C cool 9/2/16 1351</u>		
Sufficient Sample Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			