HALEY & ALDRICH OF NEW YORK
200 Town Centre Drive
Suite 2
Rochester, NY 14623
585.359.9000

28 June 2016
File No. 70014-100

Mr. Henry Wilkie
Environmental Engineer I
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau A, 12 Floor
625 Broadway, Albany, New York 12233-7015

Subject: Former Delphi Automotive Systems (NYSDEC Site No. 828064)
1000 Lexington Avenue
Rochester, New York
Contained-In Determination Request

Dear Mr. Wilkie:

On behalf of the property owner General Motors Components Holding (GMCH), LLC, Haley & Aldrich of New York ("Haley & Aldrich") is requesting a "Contained-In" determination for waste generated as part of a Solar Array installation project at the above-referenced property ("the site"). This request is being submitted in accordance with the New York State Department of Environmental Conservation (NYSDEC) Technical Administrative Guidance Memorandum (TAGM) 3028.

Seven drums of waste soil were generated in May 2016 during install of a solar array in the North Parking lot at the site. A composite sample was collected from the drums on 17 May 2016 and the results indicated chlorinated solvents (Tetrachloroethene, Trichloroethene, and cis-1,2-dichloroethene) were detected in soil at concentrations lower than the TAGM 3028 thresholds. The laboratory data are attached. Pending a "contained-in" determination, the drummed waste will be combined in a roll-off container and profiled for disposal at Waste Management's Mill Seat Landfill in Bergen, New York.

Please let me know as soon as possible if this request is approved so that the waste can be disposed in a timely manner. If you require additional information or have any questions, please do not hesitate to contact me at (585) 321-4219 or at cmondello@haleyaldrich.com.

Sincerely yours,
HALEY & ALDRICH OF NEW YORK

Claire L. Mondello

Claire L. Mondello, CHMM
Senior Project Manager

Attachment
Laboratory Analytical Data

cc: Kelly Cloyd – NYSDEC
James Hartnett – GM, LLC

G:\Projects\70014\121 - NP Soil Sampling\Contained-In Request\2016_0628_Solar Array_Contained-In Request_F.docx

PARADIGM

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For

GM Components Holdings, LLC

For Lab Project ID

161981

Referencing

North Lot Pole / GMCH

Prepared

Wednesday, May 25, 2016

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

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616
Lab Sample ID: 161981-01 **Date Sampled:** 5/17/2016
Matrix: Soil **Date Received:** 5/17/2016

PCBs

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1221	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1232	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1242	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1248	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1254	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1260	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1262	< 0.361	mg/Kg		5/19/2016 04:29
PCB-1268	< 0.361	mg/Kg		5/19/2016 04:29

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl	**37.0**	0.53 - 137		5/19/2016 04:29
Tetrachloro-m-xylene	**38.0**	0 - 138		5/19/2016 04:29

Method Reference(s): EPA 8082A
EPA 3550C
Preparation Date: 5/18/2016

Semi-Volatile Organics (Acid/Base Neutrals)

Analyte	Result	Units	Qualifier	Date Analyzed
1,1-Biphenyl	< 356	ug/Kg		5/24/2016 17:35
1,2,4,5-Tetrachlorobenzene	< 356	ug/Kg		5/24/2016 17:35
1,2,4-Trichlorobenzene	< 356	ug/Kg		5/24/2016 17:35
1,2-Dichlorobenzene	< 356	ug/Kg		5/24/2016 17:35
1,3-Dichlorobenzene	< 356	ug/Kg		5/24/2016 17:35
1,4-Dichlorobenzene	< 356	ug/Kg		5/24/2016 17:35
2,2-Oxybis (1-chloropropane)	< 356	ug/Kg		5/24/2016 17:35
2,3,4,6-Tetrachlorophenol	< 356	ug/Kg		5/24/2016 17:35
2,4,5-Trichlorophenol	< 712	ug/Kg		5/24/2016 17:35
2,4,6-Trichlorophenol	< 356	ug/Kg		5/24/2016 17:35
2,4-Dichlorophenol	< 356	ug/Kg		5/24/2016 17:35
2,4-Dimethylphenol	< 356	ug/Kg		5/24/2016 17:35

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616
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2,4-Dinitrophenol	< 712	ug/Kg	5/24/2016	17:35
2,4-Dinitrotoluene	< 356	ug/Kg	5/24/2016	17:35
2,6-Dinitrotoluene	< 356	ug/Kg	5/24/2016	17:35
2-Chloronaphthalene	< 356	ug/Kg	5/24/2016	17:35
2-Chlorophenol	< 356	ug/Kg	5/24/2016	17:35
2-Methylnapthalene	< 356	ug/Kg	5/24/2016	17:35
2-Methylphenol	< 356	ug/Kg	5/24/2016	17:35
2-Nitroaniline	< 712	ug/Kg	5/24/2016	17:35
2-Nitrophenol	< 356	ug/Kg	5/24/2016	17:35
3&4-Methylphenol	< 356	ug/Kg	5/24/2016	17:35
3,3'-Dichlorobenzidine	< 356	ug/Kg	5/24/2016	17:35
3-Nitroaniline	< 712	ug/Kg	5/24/2016	17:35
4,6-Dinitro-2-methylphenol	< 712	ug/Kg	5/24/2016	17:35
4-Bromophenyl phenyl ether	< 356	ug/Kg	5/24/2016	17:35
4-Chloro-3-methylphenol	< 356	ug/Kg	5/24/2016	17:35
4-Chloroaniline	< 356	ug/Kg	5/24/2016	17:35
4-Chlorophenyl phenyl ether	< 356	ug/Kg	5/24/2016	17:35
4-Nitroaniline	< 712	ug/Kg	5/24/2016	17:35
4-Nitrophenol	< 712	ug/Kg	5/24/2016	17:35
Acenaphthene	< 356	ug/Kg	5/24/2016	17:35
Acenaphthylene	< 356	ug/Kg	5/24/2016	17:35
Acetophenone	< 356	ug/Kg	5/24/2016	17:35
Anthracene	< 356	ug/Kg	5/24/2016	17:35
Atrazine	< 356	ug/Kg	5/24/2016	17:35
Benzaldehyde	< 356	ug/Kg	5/24/2016	17:35
Benzo (a) anthracene	< 356	ug/Kg	5/24/2016	17:35
Benzo (a) pyrene	< 356	ug/Kg	5/24/2016	17:35
Benzo (b) fluoranthene	< 356	ug/Kg	5/24/2016	17:35
Benzo (g,h,i) perylene	< 356	ug/Kg	5/24/2016	17:35
Benzo (k) fluoranthene	< 356	ug/Kg	5/24/2016	17:35
Bis (2-chloroethoxy) methane	< 356	ug/Kg	5/24/2016	17:35
Bis (2-chloroethyl) ether	< 356	ug/Kg	5/24/2016	17:35

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616
Lab Sample ID: 161981-01 **Date Sampled:** 5/17/2016
Matrix: Soil **Date Received:** 5/17/2016

Bis (2-ethylhexyl) phthalate	< 356	ug/Kg	5/24/2016	17:35
Butylbenzylphthalate	< 356	ug/Kg	5/24/2016	17:35
Caprolactam	< 356	ug/Kg	5/24/2016	17:35
Carbazole	< 356	ug/Kg	5/24/2016	17:35
Chrysene	**401**	ug/Kg	5/24/2016	17:35
Dibenz (a,h) anthracene	< 356	ug/Kg	5/24/2016	17:35
Dibenzofuran	< 356	ug/Kg	5/24/2016	17:35
Diethyl phthalate	< 356	ug/Kg	5/24/2016	17:35
Dimethyl phthalate	< 712	ug/Kg	5/24/2016	17:35
Di-n-butyl phthalate	< 356	ug/Kg	5/24/2016	17:35
Di-n-octylphthalate	< 356	ug/Kg	5/24/2016	17:35
Fluoranthene	**824**	ug/Kg	5/24/2016	17:35
Fluorene	< 356	ug/Kg	5/24/2016	17:35
Hexachlorobenzene	< 356	ug/Kg	5/24/2016	17:35
Hexachlorobutadiene	< 356	ug/Kg	5/24/2016	17:35
Hexachlorocyclopentadiene	< 356	ug/Kg	5/24/2016	17:35
Hexachloroethane	< 356	ug/Kg	5/24/2016	17:35
Indeno (1,2,3-cd) pyrene	< 356	ug/Kg	5/24/2016	17:35
Isophorone	< 356	ug/Kg	5/24/2016	17:35
Naphthalene	< 356	ug/Kg	5/24/2016	17:35
Nitrobenzene	< 356	ug/Kg	5/24/2016	17:35
N-Nitroso-di-n-propylamine	< 356	ug/Kg	5/24/2016	17:35
N-Nitrosodiphenylamine	< 356	ug/Kg	5/24/2016	17:35
Pentachlorophenol	< 712	ug/Kg	5/24/2016	17:35
Phenanthrene	< 356	ug/Kg	5/24/2016	17:35
Phenol	< 356	ug/Kg	5/24/2016	17:35
Pyrene	**760**	ug/Kg	5/24/2016	17:35

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616

Lab Sample ID: 161981-01 **Date Sampled:** 5/17/2016

Matrix: Soil **Date Received:** 5/17/2016

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
2,4,6-Tribromophenol	**76.6**	26.8 - 101		5/24/2016 17:35
2-Fluorobiphenyl	**54.1**	34.4 - 98.8		5/24/2016 17:35
2-Fluorophenol	**32.7**	31.4 - 89.7		5/24/2016 17:35
Nitrobenzene-d5	**33.3**	37.1 - 83.6	*	5/24/2016 17:35
Phenol-d5	**39.0**	36.3 - 94.5		5/24/2016 17:35
Terphenyl-d14	**72.6**	51.8 - 112		5/24/2016 17:35

Method Reference(s): EPA 8270D
EPA 3550C
Preparation Date: 5/20/2016
Data File: B11755.D

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 7.98	ug/Kg		5/25/2016 13:01
1,1,2,2-Tetrachloroethane	< 7.98	ug/Kg		5/25/2016 13:01
1,1,2-Trichloroethane	< 7.98	ug/Kg		5/25/2016 13:01
1,1-Dichloroethane	< 7.98	ug/Kg		5/25/2016 13:01
1,1-Dichloroethene	< 7.98	ug/Kg		5/25/2016 13:01
1,2,3-Trichlorobenzene	< 20.0	ug/Kg		5/25/2016 13:01
1,2,4-Trichlorobenzene	< 20.0	ug/Kg		5/25/2016 13:01
1,2-Dibromo-3-Chloropropane	< 39.9	ug/Kg		5/25/2016 13:01
1,2-Dibromoethane	< 7.98	ug/Kg		5/25/2016 13:01
1,2-Dichlorobenzene	< 7.98	ug/Kg		5/25/2016 13:01
1,2-Dichloroethane	< 7.98	ug/Kg		5/25/2016 13:01
1,2-Dichloropropane	< 7.98	ug/Kg		5/25/2016 13:01
1,3-Dichlorobenzene	< 7.98	ug/Kg		5/25/2016 13:01
1,4-Dichlorobenzene	< 7.98	ug/Kg		5/25/2016 13:01
1,4-dioxane	< 79.8	ug/Kg		5/25/2016 13:01
2-Butanone	< 39.9	ug/Kg		5/25/2016 13:01
2-Hexanone	< 20.0	ug/Kg		5/25/2016 13:01
4-Methyl-2-pentanone	< 20.0	ug/Kg		5/25/2016 13:01
Acetone	< 39.9	ug/Kg		5/25/2016 13:01

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616
Lab Sample ID: 161981-01 **Date Sampled:** 5/17/2016
Matrix: Soil **Date Received:** 5/17/2016

Benzene	< 7.98	ug/Kg	5/25/2016	13:01
Bromochloromethane	< 20.0	ug/Kg	5/25/2016	13:01
Bromodichloromethane	< 7.98	ug/Kg	5/25/2016	13:01
Bromoform	< 20.0	ug/Kg	5/25/2016	13:01
Bromomethane	< 7.98	ug/Kg	5/25/2016	13:01
Carbon disulfide	**15.8**	ug/Kg	5/25/2016	13:01
Carbon Tetrachloride	< 7.98	ug/Kg	5/25/2016	13:01
Chlorobenzene	< 7.98	ug/Kg	5/25/2016	13:01
Chloroethane	< 7.98	ug/Kg	5/25/2016	13:01
Chloroform	< 7.98	ug/Kg	5/25/2016	13:01
Chloromethane	< 7.98	ug/Kg	5/25/2016	13:01
cis-1,2-Dichloroethene	**17.7**	ug/Kg	5/25/2016	13:01
cis-1,3-Dichloropropene	< 7.98	ug/Kg	5/25/2016	13:01
Cyclohexane	< 39.9	ug/Kg	5/25/2016	13:01
Dibromochloromethane	< 7.98	ug/Kg	5/25/2016	13:01
Dichlorodifluoromethane	< 7.98	ug/Kg	5/25/2016	13:01
Ethylbenzene	< 7.98	ug/Kg	5/25/2016	13:01
Freon 113	< 7.98	ug/Kg	5/25/2016	13:01
Isopropylbenzene	< 7.98	ug/Kg	5/25/2016	13:01
m,p-Xylene	< 7.98	ug/Kg	5/25/2016	13:01
Methyl acetate	< 7.98	ug/Kg	5/25/2016	13:01
Methyl tert-butyl Ether	< 7.98	ug/Kg	5/25/2016	13:01
Methylcyclohexane	< 7.98	ug/Kg	5/25/2016	13:01
Methylene chloride	< 20.0	ug/Kg	5/25/2016	13:01
o-Xylene	< 7.98	ug/Kg	5/25/2016	13:01
Styrene	< 20.0	ug/Kg	5/25/2016	13:01
Tetrachloroethene	**11.5**	ug/Kg	5/25/2016	13:01
Toluene	**55.9**	ug/Kg	5/25/2016	13:01
trans-1,2-Dichloroethene	< 7.98	ug/Kg	5/25/2016	13:01
trans-1,3-Dichloropropene	< 7.98	ug/Kg	5/25/2016	13:01
Trichloroethene	**9.69**	ug/Kg	5/25/2016	13:01
Trichlorofluoromethane	< 7.98	ug/Kg	5/25/2016	13:01

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616
Lab Sample ID: 161981-01 **Date Sampled:** 5/17/2016
Matrix: Soil **Date Received:** 5/17/2016

Vinyl chloride	< 7.98	ug/Kg			5/25/2016	13:01

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed	
1,2-Dichloroethane-d4	**107**	85.4 - 122		5/25/2016	13:01
4-Bromofluorobenzene	**92.9**	81.1 - 115		5/25/2016	13:01
Pentafluorobenzene	**101**	90.7 - 109		5/25/2016	13:01
Toluene-D8	**96.7**	88.5 - 110		5/25/2016	13:01

Method Reference(s): EPA 8260C
EPA 5035A
Data File: x32588.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.

PARADIGM ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 161981

Client: **GM Components Holdings, LLC**

Project Reference: North Lot Pole / GMCH

Sample Identifier: 051616
Lab Sample ID: 161981-01A **Date Sampled:** 5/17/2016
Matrix: TCLP Extract **Date Received:** 5/17/2016

TCLP Mercury

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	< 0.00200	mg/L	0.2		5/19/2016 17:54

Method Reference(s): EPA 7470A
EPA 1311
Preparation Date: 5/19/2016
Data File: Hg160519A

TCLP RCRA Metals (ICP)

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		5/20/2016 18:21
Barium	**0.854**	mg/L	100		5/20/2016 18:21
Cadmium	< 0.0250	mg/L	1		5/20/2016 18:21
Chromium	< 0.0500	mg/L	5		5/20/2016 18:21
Lead	< 0.100	mg/L	5		5/20/2016 18:21
Selenium	< 0.100	mg/L	1		5/20/2016 18:21
Silver	< 0.0500	mg/L	5		5/20/2016 18:21

Method Reference(s): EPA 6010C
EPA 1311 / 3005A
Preparation Date: 5/19/2016
Data File: 052016a

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.

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.

PARADIGM ENVIRONMENTAL SERVICES, INC.

179 Lake Avenue
Rochester, NY 14608
(585) 647-2530 * (800) 724-1997

CHAIN OF CUSTODY

REPORT TO:		INVOICE TO:	
COMPANY:	GM Components Holdings, LLC	COMPANY:	same
ADDRESS:	1000 Lexington Avenue	ADDRESS:	
CITY:	Rochester STATE: NY ZIP: 14606	CITY:	STATE: ZIP:
PHONE:	585-647-4766 FAX: 585-647-4878	PHONE:	FAX:
ATTN:	Erik Anderson - erik.anderson@gm.com	ATTN:	
COMMENTS:			

LAB PROJECT #: 161981
CLIENT PROJECT #:
TURNAROUND TIME: (WORKING DAYS) STD [X] 5 OTHER [ ] 1 [ ] 2 [ ] 3
Quotation #

PROJECT NAME/SITE NAME: North Lot Pole/GMCH

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REQUESTED ANALYSIS

	DATE	TIME	COMPOSITE	GRAB	SAMPLE LOCATION/FIELD ID	MATRIX	NUMBER CONTAINERS	TCLP Metals	Vox - TCL	Semi-Vox-TCL	PCBs							REMARKS	PARADIGM LAB SAMPLE NUMBER					
1	5/17/16	9:30	X		051616	S	1	X	X	X	X							A for TCLP extract, GP 5/17/16				0	1	A
2					5:1 per visual GP 5/17/16																			
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	
Container Type:	Y [ ]	N [ ]
Comments:		
Preservation:	Y [ ]	N [ ]
Comments:		
Holding Time:	Y [ ]	N [ ]
Comments:		
Temperature:	Y [ ]	N [ ]
Comments: 17°C 5/17/16 16:48		

Sampled By	5/17/16	9:30
Relinquished By	5/17/16	16:45
Received By	5/17/16	16:45
Received @ Lab By	5/17/16	16:56

Date/Time

Total Cost:

P.I.F.

Chain of Custody Supplement

Client: GM Components Holdings **Completed by:** Glenn Pezzullo

Lab Project ID: 161981 **Date:** 5/17/16

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	☒	☒ 5035	☐
Comments			
Transferred to method-compliant container	☐	☐	☒
Headspace (<1 mL)	☐	☐	☒
Comments			
Preservation	☐	☐	☒
Comments			
Chlorine Absent (<0.10 ppm per test strip)	☐	☐	☒
Comments			
Holding Time	☒	☐	☐
Comments			
Temperature	☐	☒	☒ metals
Comments	17°C		
Sufficient Sample Quantity	☒	☐	☐
Comments			